

ANNEXURE A

**ELECTRICITY RETAIL
CONSUMER PROTECTIONS
COMPARISON TABLE FOR NEM JURISDICTIONS**

as at November 2004



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**ELECTRICITY RETAIL
CONSUMER PROTECTIONS
COMPARISON TABLE FOR NEM JURISDICTIONS
As at November 2004**

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Documents Reviewed SC – standing offer contract NC – negotiated contract MC – market contract ACT cont>	<i>Electricity Regulations 1994 (Reprint 8A) (ER)</i> <i>Electricity Act 1994 (Reprint 5) (EA)</i>	<i>Energy Retail Code ERC/01 (March 2004) (ERC)</i> <i>Electricity Act 1996 (Reprint 11) (EA)</i> <i>Energy Marketing Code (November 2002) (EMC)</i> <i>Energy Consumer Transfer and Consent Code (November 2002) (TCC)</i> <i>Retailer of Last Resort: Pricing and Charging Framework Guideline (No 8, September 2001) (ROLR)</i> Number references are to ERC unless otherwise stated.	<i>Energy Retail Code May 2004 (draft) (ERC)</i> <i>Electricity Industry Act 2000 (EIA)</i> <i>Guideline No 4 - Credit Assessment (April 2002) (CAG)</i> <i>Guideline No 13 – Greenhouse Gas Disclosure on Electricity Customers' Bills (October 2002) (GGDG)</i> <i>Draft Code of Conduct for Marketing Retail Energy in Victoria (July 2004) (CCM)</i> Number references are to ERC unless otherwise stated.	<i>Electricity Supply (General) Regulation 2001 (as at 17 March 2004) (ESR)</i> <i>Electricity Supply Act 1995 (Reprint 2 (as at 17 March 2004) (ESA)</i> <i>Market Operations (NSW Transfer Rules for Retail Electricity Supply) Rules No.4 of 2001 (MOR)</i> <i>Marketing Code of Conduct (June 2002) (MCC)</i> <i>NSW Electricity Regulated Retail tariff 2004/5 to 2006/7 Final Determination June 2004</i> Number references are to ESR unless otherwise stated.	<i>Consumer Protection Code (June 2003) (CPC)</i> <i>Utilities Act 2000 (as at 1 January 2002)</i> <i>Electricity Retail Customer Transfer Code (August 2004)(ERCTC)</i> <i>Electricity Metering Code (August 2003) (EMC)</i> Number references are to CPC unless otherwise stated.	<i>Tasmanian Electricity Code (Chapter 9) (as at February 1999) (TEC)</i> <i>Electricity Supply Industry Act 1995 (as at 28 October 2003) (ESIA)</i> <i>Electricity Supply Industry (Tariff Customers) Regulations 1998 (as at 28 October 2003) (ESIR)</i> <i>Electricity Ombudsman Act 1998 (EOA)</i> <i>Aurora Customer Charter</i> Number references are to the TEC unless otherwise stated.	-



Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
<p>Customer usage thresholds</p> <p>CPC divided –clauses 15 onwards only apply to SC, 22 onwards only apply to MC except from 27 clauses apply to all – therefore the following symbols are used to denote the above –</p> <p>** provisions only apply to negotiated contract (NC)</p> <p>* provisions only apply to standard contract (SC)</p>	<p>Small customers - use less than 0.1GWh/year (and they are not eligible for contestability).</p>	<p>Small customers - use less than 160MWh/year</p> <p>Note – the ERC applies mostly only to small customers.</p>	<p>Small customer - use less than 160MWh/year (relevant customer terminology in EIA)</p> <p>Note – the ERC applies only to small customers by virtue of ss35 and 36 EIA).</p>	<p>Small customers - use less than 160MWh/year (referred to as small retail customer – SRC)</p>	<p>For CPC franchise customers are those that have entered into a SC. Non-franchise are those that have entered into a NC and have same meaning as a contestable customer. Non-franchise are divided into small (use less than 100MWh/year) or large (those that use more than this) 100MWh/year).</p> <p>Note for purpose of UA non-franchise means more than 160MWh/year usage.</p>	<p>Tariff customers - supplied pursuant to a tariff (Tariff Customer Regs).</p>	-

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Safety Net/Contracts							
<p>Obligation to supply</p> <p>Qld cont> If, upon application a retailer decides that it has no obligation to provide services, it must as soon as practicable and within 1 month, give notice to the customer of the decision with reasons (ER 65).</p>	<p>If a retail authority states a retail area the retailer has an obligation to provide retail services to non-contestable customers in that area (EA 48(a)), and may provide to contestable customers (EA 48(b)).</p> <p>A retail entity is not obligated to provide retail services if the customer fails to make a reasonable advance payment or fails to pay an amount it owes to the retail entity or otherwise breaches any customer sale contract (ER 67 (1)(b) & (c)), reg permitted by EA 55).</p>	<p>Until 01/07/05 –</p> <p>If it is declared that EA s36AA applies to a retailer, it is a condition of that retailer’s licence that on request from a small customer the retailer agree to sell electricity according to a SC.</p>	<p>Until 31/12/04 –</p> <p>Local retailers are obliged to supply small customers in their area at approved and published (2 months prior) terms and tariffs (subject to Order for regulated tariffs for prescribed customers) (EIA s35(1)).</p>	<p>All persons in retailers district have right to a NC (34(1) ESA).</p> <p>If a small customer requests supply in a retailers district they have a right to be supplied on a SC rather than a NC (34(2)). A distributor to which an application is made is obliged to provide connection services or ensure that such connection is provided (ESA 15(2)).</p>	<p>On application, must connect (distributors) or supply (retailers) franchise customers in accordance with SC (79 & 80 UA). No obligation to supply to non-franchise customers (UA 80(2)).</p>	<p>An electricity entity that has an exclusive right under its licence to sell electricity to non-contestable customers within a particular supply area must, on request, make an offer, and on compliance with terms and conditions, supply electricity (ESIA 25(1)).</p>	-

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
<p>Obligation to offer - Standing Offer Contract</p> <p>Qld cont> A retailer must provide retail services to non-contestable customers within its area on fair and reasonable terms (EA 55A(1), determined by the regs (EA 55A(2)).</p> <p>The mere use of differing methods of charges for different customers, requiring different security which is not manifestly unfair and imposition of different terms if the circumstances are different and terms reasonably reflect the impact on the retailer (ER 76-79).</p>	<p>The regulations may prescribe the terms that must be included in the SC (EA 50). None are prescribed to date.</p> <p>A retailer's SC must be approved by DOE and does not take effect until it is approved (EA 51).</p> <p>A retailer and a non-contestable customer must not contract on terms different to the approved SC unless allowed by the regulations (EA 52A).</p>	<p>The terms and conditions of the SC offered to small customers by a retailer with a standing offer obligation under the EA must be those set out in Part B of the ERC (ERC 1.1.1). A retailer must not agree to supply a small customer other than on the SC unless entered into a MC or default contract. An electricity entity may from time to time fix standard terms and conditions applying to small customers or customers of a prescribed class, (EA 36(1). Must publish these in the Gazette (EA 36(2) and newspaper (EA 36(2)(a)). Terms apply from date specified (not earlier than day of publication (EA 36(3)(b)), and subject to licence condition, may be modified or excluded by express agreement (EA 36(4)).</p>	<p>Local retailers supplying to domestic and small business (defined in 11/01/02 Special Gazette as less than 160MWh) customers in their area are required to do so on terms and conditions approved by the ESC and published 2 months before they take effect (35(1)(b)).</p> <p>Non-local retailers must supply on terms and conditions consistent with those determined by ESC (EIA s36).</p>	<p>Each retailer and distributor must prepare a SC and must have regard to comments customer consultative group (ESA 39(2)). Can be different SC's for different classes of customer (ESA 39(3)). Each retailer and distributor must have at least one customer consultative group to act as a forum for consultation, with members representing (a) consumer groups, (b) low-income households, (c) rural/remote consumers, (d) domestic consumers, (e) commercial/industrial customers (ESA 89 & 90).</p>	<p>A Utility must provide service to franchise customer in accordance with a SC (15.1).</p> <p>On acceptance of an application by a franchise customer they are deemed to have entered into SC (16.3).</p> <p>ICRC may approve the SC (which can only be varied with ICRC consent (UA 93)) and must be consistent with licence, codes, price determination and be fair and reasonable (UA 89(2)).</p> <p>ICRC may approve or determine a variation of the terms of a SC (UA93). Must publish notice of changes to SC in newspaper and to affected customer in next account (21.3). Retailer must publish notice of changes.</p>	<p>A retailer must include in a tariff conditions in respect of security payments, default charges for late payment, interest entitlement, discounts, circumstances of disconnection and reconnection, estimation if metering equipment fails (ESIR 6(1) and provisions that explain services, standards of customer service, complaints procedures (EISR 6(2)).</p> <p>OTTER approves tariffs and provides for tariff to form basis of contract with customer (ESIA 39(A)). Regulator to approve tariffs (ESIR 5).</p>	-



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Deemed Contract – no election	<p>If non-contestable customer's premises are connected and there is no retail contract the host retailer is taken to have entered into a SC (for retail and connection/supply if no connection contract) (EA 49(2) & (3)).</p> <p>If non-contestable customer makes an application to any retailer and does not enter into a NC it is taken to have entered into a SC (EA 49(4)).</p>	<p>A customer that was being supplied before 12/09/02 who is a small customer and has not contracted with another retailer is taken to have requested SC (EA 36AA). Retailer must, if it becomes bound, in accordance with regulations, sell electricity to small customers under default contract arrangements for the period specified (EA 36AB). Document set out in Part B of ERC is the default (and also standing) contract for electricity default customers (ERC 1.4.1).</p>	<p>If a person was supplied by a franchised retailer within the meaning of the EIA 1993 immediately b/f 01/01/01 and has not entered into a new contract, there is a deemed contract (EIA s37). If a relevant customer (i.e. less than 160MWh year commences to take supply without having entered into a contract there is deemed to be a contract on terms under EIA s37. A deemed contract will come to an end at the end of the period covered by the second bill issued by the retailer to the customer (ERC 24.4).</p>	<p>New occupant supply arrangement – where supplier is supplying and you are not under a contract, so could have moved into new premises, could be a person who was already residing in premises and account holder has left so no contract anymore but still receiving supply, deemed to be under an electricity supply arrangement – this a temporary situation and is not a contract (68). See clause 72 for disconnection in this situation, clause 11(1) when you are to receive notice and clause 11(2) for things you are obliged to tell a person in this situation.</p>	<p>On acceptance of a small customer's application, the customer is deemed to have entered into a standard customer contract with the retailer. (16.3(1))</p>	<p>Silent</p>	-

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Negotiated Contract Terms	<p>A retail entity may agree to provide customer retail services even though it has no obligation to provide them, referred to as a negotiated customer contract (ER 66).</p> <p>Note a retailer and a contestable customer (i.e. not a small customer or domestic) may contract on different terms to the SC but these must not be inconsistent with the Act (EA 52).</p>	<p>The terms and conditions of a MC must comply with at least Part A of the ERC which are not permitted to be varied (denoted with *), unless ESCoSA prior to commencement approves terms which do not conform (ERC 1.3.1).</p>	<p>Where on deemed or standing contract and new term in addition or instead is agreed and is inconsistent with code * term, existing contract ends and enter into new contract with new term included (19.2).</p>	<p>May contain such terms as the customer and retailer/distributor agree (ESA 38A(2)). Plus clause 40(2), (3) and (4) ESA say what parts of schedule 1 apply to negotiated contracts with SRC. Most of schedule 1, 2 and 3 will apply to NC with SRC. Stated where doesn't apply to SRC or if additional requirements e.g. Schedule 1 clause 6, relating to NC, (a) particulars of customers premises, (b) manner in which contract can be varied and the notification, (c) names of the parties and contact details, (d) terms and conditions that apply to the customer in respect of termination of the contract.</p>	<p>Contract between a Utility and customer on terms other than those of the SC (UA 95(1)). Unenforceable to the extent inconsistent with licence or industry code (UA 95(2)).</p>	<p>If a person purchases or agrees to purchase electricity and a tariff is in force in respect of the sale of that electricity and terms and conditions have not been negotiated, the tariff as amended at the relevant time and any regulations/Codes placing obligation on entity form a contract (ESIA 39A). An electricity entity may negotiate terms and conditions not in accordance with a tariff (ESIA 40).</p>	-

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Regulated Prices	<p>The Minister may decide the prices or method for fixing prices that retailers may charge non-contestable customers for retail services and other goods and services and may delegate these powers to QCA (EA 90(1)). A retailer must charge non-contestable customers the notified prices for providing the services (EA 91A(2)).</p>	<p>The Commission may make a determination regulating price conditions relating to prices and price-fixing factors (EA 35A(1)). (This power must be read subject to section 36AA – not an at large power))</p> <p>SC price is the last to occur of (a) pricing order applying before 01/01/03 (b) price fixed by retailer with 3 month notice, published and justified and not otherwise fixed by the Commission within 3 months or (c) price fixed by Commission (EA 36AA(6)). (Note that this scheme will change from 1 July 2005 – see Statutes Amendment (Electricity and Gas) Act 2004</p> <p>DC price is same as above (EA 36AB(3)).</p>	<p>The Governor in Council may, by Order, published in the govt gazette, regulate tariffs for prescribed customers (EIA 13(1)) and may direct the ESC to determine how to fix the tariffs (EIA 13(3)). On 11/01/02 Orders were gazetted and defined prescribed customers as local + >160MWh p/a or on deemed contract and set various tariffs until 10/03/02. Since then various Orders have been made to control tariffs for prescribed customer and on 23/12/03 the Victorian govt negotiated with the local retailers on caps on tariffs for prescribed customers allowing for decreasing CPI-X rises each year.</p>	<p>Minister may refer to IPART to determine regulated retail tariff and charge (for SRC on SC) (43EA(1) ESA). 43EB has more information about how IPART is to determine the regulated retail tariff. 36 ESA says conditions of standard retailers licence says they must abide by the tariffs and charges in IPART's determination.</p>	<p>ICRC received Ministerial reference and issued price direction from 01/07/03 to 30/06/06 for Transition Franchise Tariff to apply to SRC (franchise customers) on SC with ActewAGL</p>	<p>An entity must fix a tariff price for customers of a particular class that must be uniform throughout the supply area (ESIA 38). Must not sell electricity under a tariff unless a draft tariff has been approved by the Regulator (ESIR 5(1)).</p> <p>See also price control regulations.</p>	-



Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Obligation to inform of standard contract	Silent	Within 5 business days of becoming aware of a default contract the retailer must advise the customer of the ability to choose retailers plus the terms and general description of any market contract that the retailer would offer and if obligated to make a standing offer, the standard contract that would apply (ERC 1.4.3).	Silent	Where (a) SRC subject to new occupant supply arrangement (i.e supply continues to premises that customer moves into (b) SRC wants to discontinue (c) NC ends (d) no longer SRC, must inform whether entitled to SC and which retailer is standard retailer (11(b)). Also implied in ESA 34(4). Retailer must not initiate transfer of SRC w/o written consent (signing of NC taken to be written consent). Retailer must contain consent document for 2 years (MO4/01, 4)	An electricity retailer must supply a franchise customer in accordance with SC unless other terms agreed (16). *A Utility must make SC available free of charge on request and also have on website (21.1). May charge reasonable cost for additional copies (21.2).	A retailer that has an exclusive right to sell electricity to non-contestable customers within a particular supply area must fix a tariff (i.e. establish a standard tariff agreement) (ESIA 38(1) which must be uniform for customers of particular class in supply area (ESIA 38(3) and at the request of the customer, provide a copy of the current tariff prices and conditions (ESIA 39(2))	SA or NSW

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Offer/Application							
Tariff information	The Minister is required to publish any tariff changes and prices in a public gazette (EA s90(5)). This is then posted on the Government and retail entities websites.	Set out in price list. Must on request provide info setting out the components of charges on the bill (ERC 6.3.1).	Must on request provide reasonable info (w/i 10 business days) of tariffs retailer may offer to the customer (in writing if requested) (26.4(a)).	Contract must contain the tariffs and charges (Schedule 1(2)(c)). Must send notice for change of tariff or charges in standard form contracts, which must contain specific information (21). Notification also required for change to tariff/charge for NC (22). For NC retailer must actually serve notification on affected customer where as for SC retailer only needs to publish, i.e. in Sydney Morning Herald.	Must on request provide info on services provided (7.1(1)). Utility must on request make copy of charges available to customer free of charge and list these on website (12.1).	Tariffs to be published and copies of tariff to be provided to customer (ESIA 39).	ACT (note likely VIC will also legislate to require retailers to publish tariffs on their website).

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Application - Form	A retail entity is not obliged to provide retail services to a customer if the customer does not ask for the provision of the services in a way approved by the retail entity (ER 64(a)).	A retailer may require that small retail customer apply to retailer (in person, by telephone or in writing) and provide acceptable identification, credit history, ensure safe/convenient access to the meter, contact details (inc for owner or agent) (4.1.1). Cannot refuse application on basis of credit history (4.1.2(a)). Only to determine requirement for security deposit (4.1.2(b)).	Acceptable identification, contact details (inc for owner or agent) (1).	An election to be supplied by a retailer must be made by serving an application in the form issued by the retailer and must contain name, address, NMI, date for supply to commence, statement that supply is to commence b/w 10 and 21 days after serving application (12).	Utility may require application to be in approved form (16.3(2)). *Utility not required to provide service if customer does not provide satisfactory evidence of identity (16.2(2)) does not meet any charges payable to the utility, including payment of a security deposit, if requested, and does not meet any other condition approved by the ICRC (16.2 (1), (4), (6)).	Silent	SA

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Payments on application	Silent	Any relevant fees and charges applicable, security deposit, outstanding debt (other than in dispute or where exist payment arrangement) (4.1.1).	Connection charge as and when required by energy contract (1).	Silent	Security deposit, if requested.	Silent	VIC
Distributor notification/ relationship	Where there is no contract and premises are to be connected, contestable customers (i.e. large) are taken to have entered into distributors SC and where connection is for non-contestable customers retailer and distributor are taken to have entered distributors SC (EA 40AA(2) & (3)). Relationship can be either linear or triangular.	Retailer must asap forward details to update or arrange connection (4.2). Note - Customer has contract for sale with retailer and separate contract for supply with distributor. Retailers and distributors are required to enter into coordination agreement (i.e. triangular). This arrangement is unique and has tariff implications – retail tariff comprises retail amount plus distribution amount (which is passed directly through to individual customers – cannot be smeared in any way.	Retailer must make request to relevant distributor to connect asap and no later than next day after application or contract commences (whichever later) (2). A retailer must have a use of system agreement with each distributor where it sells electricity into that distributor’s distribution area (EIA 21(c)).	If SRC makes application to standard retailer, that retailer obligated to arrange connection (ESA 34(50)). Contract must enable the retailer to arrange connection but must not prevent customer from making arrangements directly (Schedule 2(4)). Is somewhat of a triangular relationship, you have a contract with both parties, but you only need negotiate with one party, although you could choose to negotiate with both, i.e. allows you to have a relationship with distributor, but retailer would put you through to distributor.	Relationship is triangular, ie customer has a separate contract (and relationship) with the electricity retailer and the distributor.	Silent Tassie has integrated distributed and retailer so for small residential customers there is a linear relationship. Nothing in the legislation saying that small customer need only deal with retailer. Just on the point of becoming ring fenced operationally. Large customers may have separate agreements.	

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Commencement	<p>Silent</p> <p>SA cont> Must not transfer without explicit informed consent (CTCC 1 2.1) in writing, verbally or by signed electronic communication (CTCC 1 2.3).</p> <p>Transfer to be initiated by new retailer only after cooling-off (CTCC 4).</p> <p>CTCC 6 for procedure for consumer notification of objection to transfer.</p>	<p>A retailer and small customer may agree to the date on which the retailer will commence selling electricity to a small customer under a SC or MC (1.5) however the obligation does not arise for a retailer and small customer on a MC unless the retailer becomes responsible to pay NEMMCO and any cooling-off period has expired (1.3.5). Within 5 business days of notice of its status, new retailer must advise of selling commence date (CTCC 7.1). < See previous column cont.</p>	<p>When agreed to commence but where contains varied terms (*), MC or customer switched cannot commence before explicit informed consent (22.1). Obligation to sell electricity and pay for electricity not binding until retailer responsible for supply address, cooling-off expired (22.2).</p>	<p>SC on 1st day on which notice of its terms published in newspaper (and may be varied from time to time) (ESA 41). Supply contract is covered in schedule 2(3) which says supply would commence on day specified by supplier but not less than 10 days after commencement of contract. Schedule 3(2) says contact must provide that the provision of connection services is to commence on a date specified by the service provider. Schedule 3(1) where new customer request connection.</p>	<p>SC commences on acceptance of a small customer's application by the retailer. NC commences from date agreed between customer and retailer, unless negotiated in a door-to-door trading situation (see <i>Door-to-Door Trading Act 1991 (ACT)</i>), in which case, any time after the 10 day cooling-off period.</p>	<p>Silent</p>	<p>VIC</p>

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Cooling Off	Silent	Must ensure that each MC entered into with small customer confers right to rescind within 10 business days from date of receipt of disclosure statement (1.3.3). Customer can rescind contract in any form that clearly indicates an intention to rescind (1.3.3(c)). If rescission provided in writing, can be posted, faxed or emailed to retailer (1.3.3(d))	Where MC or SC and unless longer cancellation period allowed by FTA, 5 business days where energisation contract otherwise 10 business days (23.1, 23.2, 23.3). If cancelled within cooling-off retailer must immediately repay any money (appendix 2 – 6).	For NC must be 10 business days from when entered into, by notice in writing and retailer not entitled to costs (Schedule 2 (7)).	A NC must make provision for a cooling off period of 10 business days from contract commencement (30.1) and that utility not entitled to charges other than for electricity supplied during period (30.2).	Silent	NSW

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Contract							
Copy of Contract	Silent	An electricity entity that has a fixed standard terms and conditions contract must supply a copy without charge on request and must publish on website (EA 36(5)). Only applies for standing and default contracts. Otherwise, Energy Marketing Code requires provision of information.	Must provide (can be by posting) within 2 business days (from the date of explicit informed consent where switched retailer or entered MC, otherwise from contract date). Must show total consideration or manner for calculation, all charges inc to cancel, rights to cancel (23.4). See 26.3 must provide Codes, acts and regs referred on request and can charge.	Must provide customer with contract and any documents incorporated or referred to inc ESA and ESR, if requested (42(1)). If NC with SRC must automatically provide (42(2)). Where retailer arranges connection services must provide with copy of connection contract and any docs incorporated or referred to (42(3)). 1 st copies free but can charge reasonable fee for subsequent (and for docs referred to but not incorporated) (42(4)). Cont next column>	**Must make copy of NC available free of charge (may charge reasonable cost of providing additional copies) (26). NSW cont> Retailers must have available for inspection free of charge its SC and distributors SC and docs incorporated and distributors must have their SC available (43(1)). If guaranteed service standards are varied by the Minister w/i 3 months after contracts amended must provide notice of amended contracts to customers affected (44(3)).	Silent	NSW and VIC regarding the time period (i.e. within 2 business days) to provide.

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Customer termination	Silent	3 business days where SC with small customer (1.6.1 (a)), 20 business days for MC with small customer (1.6.1(b)) and without notice where default contract (1.6.1(c)).	*28 business days notice (unless otherwise agreed) unless deemed contract in which case no notice (24.1).	Where SC or NC with SRC 72 hrs notice (Schedule 2(5)(1)), 48 hours to distributors (Schedule 3(3)(1)). If notice not provided charged costs in the 72 (or 48) hours from retailer/distributor becoming aware of desire to discontinue (Schedule 2(5)(2) and Schedule 3(3)(2)).	For NC customer must give notice of termination within 6 months where marketer was in serious breach of obligations under clause 28 unless otherwise agreed (30.2).	Silent	SA
Early termination payment	Silent	Where fixed term MC with small customer only allowed where includes details of amount and manner for calculation and is not otherwise prohibited (1.6.1(d)).	Allowed where fixed term or evergreen and contract includes details and manner for calculating early termination fee (24.1(d)).	Additional charge for discontinuance not prevented (Schedule 2(5)(4)).	Silent	Silent	SA or VIC

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Where supply address vacated	Silent	Must give small customer right to effect termination with 3 business days notice (1.6.2(a)). Where 3 business days notice given retailer must use best endeavours to read meter on date agreed and forward bill on date agreed (1.6.2(b)). Can charge for electricity used until meter read where no notice and no access until meter read (provided within 3 business days) or different retailer becomes responsible or different customer at supply address (1.6.2(c)).	Payment obligations continue for 3 business days after notice of vacation or vacation (whichever is last), immediate on notice if evidence that customer was forced to vacate, earlier if another contract for supply address, switched or disconnected (7.6).	Silent	Customer must give 3 business days notice and provide address for final account. Utility may require customer to pay all charges for services provided until the first of (a) date requested for disconnection (b) meter read prior to disconnection (c) disconnection, suspension or transfer of service. Customer continues to have access to complaints procedure (13.9).	Silent	SA
Circumstances where retailer can terminate	Silent	Cannot terminate for small customer breach unless and until earlier of (a) disconnected in accordance with contract and no right of reconnection, (b) new contract, (c) new retailer (1.7). Contract automatically terminates on occurrence of RoLR event (14)	Disconnected and no right of reconnection, new contract, new retailer (24.2).	Silent	Silent	Silent	VIC or SA



Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Notice for fixed term contract end	Silent	Retailer must notify small customer of expiry date, new automatic tariff and terms if no election, other options, choice of retailer, b/w 40 and 20 business days prior (1.8).	Retailer must notify of expiry date, new automatic tariff and terms (which retailer may determine at its discretion), other options (including standing offer from local retailer and market contract), b/w 2 and 1 month before (or if contract for 1 month at beginning of contract) and from expiry until new terms agreed contract continues (24.3). Where no new contract is entered into at end of fixed term, new contract at tariff and terms as notified automatically comes into effect and agreement to variation not required (24.3(b))	Where on a NC that is about to end retailer must issue the clause 11 notice (11). Notice must contain specific information (11(2)). Notice must be provided at least 21 days before end of contract (11(3)).	**Not less than 4 weeks before end of contract period must notify that contract is due to come to end on specified date. Must sent out customers options including charges, terms that will apply if customer fail to negotiate new contract (24)	Silent	SA with VIC regarding what occurs where no new contract is entered into.

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Information about charges	Silent	No specific provision – included in information on what bill should contain.	No specific provision – included in information on what bill should contain.	Contract must contain the following information in relation to charges, (a) description (b) amount and basis for calculation (c) tariffs inc off-peak and standby (d) availability of off-peak and standby and extent to which customer can use (e) in case of connection services methods of calculation and charges for installation work done (f) cost recovery circumstances (g) interest payments – and must say customer not liable for any charges not set out in contract (Schedule 1(2)).	A utility must provide information about charges (alternative charges and variation of charges) (12.1(1)). Must make copy of charges available on request, and free of charge (12.1(2)). Must list charges on website (12.1(3)).	Must within 10 days of being requested give free copy of tariff under which electricity is sold and supplied (ESIR 26). Must prepare and keep up to date schedule setting out current prices under tariffs, in form approved by Regulator and provide copy within 10 business days of request (Code 9.8).	NSW and ACT

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Commence of supply of electricity	Silent	Silent	Silent	Contract must provide for supply to commence not less than 10 business days after commencement of contract (Schedule 2(3)(1)). Where connection of a new service and request before 3pm business day not later than end of next business day, if after 3pm on business day, not later than end of second business day after (can agree longer) (Schedule 3(18)).	*Service must commence within a reasonable time (16.1).	On day agreed or if none then where customer's premises previously connected 1 business day if no network changes required or 10 business days if network changes required and where premises not previously connected 10 business days if no network changes required otherwise 40 business days (ESIR 31(2)).	NSW and TAS
Billing							
Meter read frequency	Must ensure each of its customers consumption of electricity is read at least once each year (ER 84).	Obtain data at least every 12 months, but as frequently as required for bill (6.4.1).	Best endeavours to read at least every 12 months (5.1(b)).	Contract must require that metered consumption be measured in intervals of not less than 6 months (Schedule 2(2)(2)).	As frequently as necessary for retailer to discharge obligations under CPC (11.1 EMC).	Silent	NSW
When estimate can be used	May use method of charging considered appropriate including giving account based on meter read, assessed account, estimated account, payment in advance using a credit meter (ER 83).	Actual read or data (6.4.1) unless access denied, meter cannot be safely read, incorrect record, tampering (6.4.2), where transferring or where estimate system approved or agreed (6.4.3).	On reading unless explicit informed consent (5.1(a)) or not able to reasonably or reliably read (5.2(a)) or where switching and allowed in metering code, transferring code, national code (5.2(b)), or where illegal use (30).	If metering equipment ceased to register, or to register correctly, or if electricity not passed through meter (36(1)), and if error of greater than 2% either in excess or deficiency (36(4)) – not where NC not based on consumption (36(7)).	Where metering equipment cannot be read; where a meter is not installed; where electricity demand or supply was not registered or wrongly registered; where there is substantiated evidence of fraud (13.2 EMC)	Where reliable meter reading cannot be obtained (9.3(c)(2)).	SA



Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Basis for estimate	Silent	Based on customer read, prior usage, or average usage of comparable customer (6.4.2).	1 st tier based on customer read or historical data or average consumption at relevant tariff (5.2(a)(1)). 2 nd tier basis used to determine retailer's responsibility in wholesale market (5.2(a)(2)).	SRC historical meter data (over previous 6 months) or average daily consumption for same class calculated for period covered by bill (36(5)).	Estimate must be reasonable (13.2 EMC)	Silent basically except must be reasonable (9.3(c)(2)) Where reliable reading cant be obtained can use a reasonable estimate.	VIC
Obligation to adjust bill where actual data becomes available	Silent	Where meter subsequently read retailer must adjust <i>next bill</i> (6.4.4).	Where subsequent read must adjust <i>the bill</i> in accordance with meter reading (5.4(a)) except for 2 nd tier and where switching – in which case where other regulatory instruments allow replacement estimate that should be used (5.4(b)) or where bill smoothing applied (5.4(c)).	Implied – Interest not paid where overcharge discovered when reconciling charge made on basis of estimate (36(6)). Undercharging and overcharging are used in practice in relation to estimated accounts.	Estimate must be reasonable (13.2 EMC)	If reliable meter reading becomes available account must be adjusted to reflect actual consumption (9.3(c)(2)).	SA

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Charging for adjustment	Silent	Can pass through cost of second bill where initial estimate was because access was denied (6.4.6).	Where read unsuccessful due to act or omission of customer and customer requests replacement bill retailer may impose additional retail charge (i.e. not based on tariff or pass through) in respect of costs incurred in complying with customers request (5.5).	Silent	Silent	Silent	SA
Notification of estimate	Silent	Bill must prominently state that it is based on an estimate (6.4.5).	Retailers are required to notify customers if a bill is an estimated bill (4.2(e)).	Contract must provide for estimation of electricity otherwise than through electricity meter (EA 40(1)(f)). Bill must state whether the usage is measured or estimated (31(1)(b)).	Silent	Silent	SA

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Charge for illegal use of electricity	Silent	Retailer may charge for, on estimate basis, + cost of investigating, can disconnect (5).	Retailer may charge for by taking debt recovery action, on estimate basis (30).	ESA 64, 65, 66 contains penalty clauses and penalty units. Retailers would apply to a local court for application of offence provisions, based on breach of ESA. There is no provision for charging for illegal use however IPART has determined (Retail Determination) a charge for rectification of illegal connection, in relation to damage to meter and the like.	Normal undercharging provisions apply - May recover an amount undercharged if electricity used illegally. Must list and explain the amount being recovered on the customer account. Interest may not be charged. Must give the customer a period of time to pay the undercharge that is at least equal to the period during which the undercharging occurred if requested by the customer (13.8).	Where disconnection because of illegal use, notwithstanding the disconnection a retailer may estimate usage not paid for and recover amount with interest on basis approved by OTTER (ESIR 16).	VIC or TAS
Where no meter	Silent	Bill must be calculated in accordance with metrology procedure (published under the NEC) (6.4.7).	Bill must be based on energy data calculated in accordance with applicable regulatory instruments (NEC, Metering Code, Transfer Code (5.6).	Silent although NSW service and installation rules would prohibit supply without a meter. There is nothing in the ESA about provision where there is no meter.	Retailer may estimate (see above).	Silent	VIC

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Access to meter	An entity may by written notice to a customer, require the customer to provide access within a stated period of at least 1 month, where the customer does not provide safe access to read a meter and install, test, maintain or take away the supplier's works (ER44 (1) & (2)).	Silent (covered in connection and supply contract with distributor under Electricity Distribution Code Pt B)	Customer must allow safe, convenient unhindered access. Retailer (inc reps) wear/show official identification (25)	If unable to gain access to meter must ask customer to elect to (a) pay estimated amount and reconcile in next bill or (b) pay based on determination by supplier after obtaining access (37(1)) or information provided by customer (37(2)). Does not apply NC where charge not based on consumption (36(3)).	Retailer may estimate (see above).	Retailer must tell its customers they must make available to distributor safe, convenient and unhindered access to the equipment (9.16.1).	VIC
Switching errors / charges where cancellation in cooling-off	Silent	Silent	Silent	Customer is not liable to pay if it pays another supplier for the supply of that electricity or if on a NC and terminates under cooling-off (Schedule 2(3)(4)).	Customer not liable (30.1(1)).	Silent	
Minimum bill period	Silent	*Quarterly (6.1.1) (or in a market contract as otherwise agreed).	At least every three months (2 for gas) unless otherwise agreed, and where dual fuel contract, at least as often as agreed (3.2) unless franchise customer on monthly deemed contract (10.2) or unless varied by explicit informed consent (10.1).	At least every three months for SC with SRC (29).	Utility must send account at least every 120 business days from the issue of the last account unless agreed alternative arrangement (13.1).	At least once in each 3 month period (ESIR 13(1)).	NSW

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Address for bill	Silent	Supply address unless another nominated (6.2).	Silent	Silent	To customer's premises, unless alternative address specified (8.1).	Silent	SA
Charges bill must show	Silent	Electricity charge, distributor charges, other charges, other goods/service separated (6.4).	On request, reasonable info on network, retail and other charges relating to supply of energy (4.3).	Connection and supply costs including particulars of network costs and charges for goods and services not related to electricity (24).	The charges payable (fixed and variable), specifying which utility service they are for and where for other goods and services (13.3(i)).	Consumption or estimate, relevant tariff, amount due for electricity and any arrears or credit (Code 9.3(b)). Reg 13(3) account can't contain charges unrelated to supply of electricity.	NSW
Delivery of bill	Silent	Silent	Silent	Silent	By hand, pre-paid mail, facsimile, or electronically – ie as per notice (cl 8.1 – CPC).	By post, personal delivery or electronic or other means agreed to by customer (ESIR 13(1)).	TAS
Charges for other goods and services	Silent	Must bill separately or include as separate item on bill with description (6.3.3).	Must bill other goods/services separately or as separate item (4.6(a)).	Bill must separate (24(2)(e)).	Bill must separate (13.3(i)).	Other than tariff connection or reconnection fee (ESIR 13(4)), retailer must not give account containing charges unrelated to sale and supply of electricity (ESIR 13(3)).	VIC

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Green Power	Silent	Silent	Silent	Silent	Retailer must include in the customer account information about the amount of greenhouse gas emissions associated with the electricity supplied, and, to the extent that the information is available, the contribution of green power generation to the customer's electricity consumption (cls13.3(1) (q) and (r) – CPC).	Silent	ACT
How payments to be allocated	Silent	As directed or if no direction first to electricity (6.3.2 (b) and (c)).	As directed or if no direction in proportion to relative value of charges for each of electricity and gas (4.5) and where other goods and services as directed or if no direction then to charges for energy first (4.6).	For SRC must apply first to electricity related charges unless directed otherwise (32).	First apply towards utility service, against the oldest debt, and equally distributed for dual energy unless otherwise directed (13.10).	Silent	ACT

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Bill information	Silent	(a) Last read date or estimate, (b) estimated next read date, (c) reading or estimate, (d) consumption in units, (e) tariff, (f) NMI, (g) \$ due to distributor, (h) pay date, (i)* pay methods, (j) # for enquires (k) inc 24 fault, (l) address, (m) names, (n) arrears/credit, (o) where business and MC interest on late payment, (p) security deposit, (q) other charge and goods details (r) info on access (s) concessions reference, (t) dispute scheme if reminder notice, (u) if duel fuel notice re right to apportion (6.3.4).	Must easily confirm contract (4.1), contain at least name and account number, supply address, NMI, checksum or meter number, period, tariffs, if estimated, total kwh for each period, network charges passed through, \$ payable, payment date, arrears/credit, refundable advance, payment methods (unless agree otherwise), concessions, inquiry # inc 24 faults, interpreter services, if reminder, contact details for complaint handling (4.2) bundled charges (4.3).	For SC and SRC on NC: name, bill number, address and billing address, NMI checksum, start and end date for billing period, total charges, charges for other goods and services, pay date, amount of arrears and due date, any credit, amount deducted for rebate or relief or payment plan, payment methods, relief scheme info, 24 hour payment enquiry or faults line, interpreter info, network charges, any security held (24).	Name and bill number, address for supply and mailing, period begin and end date, any other goods/services to which account relates, dates of current and previous meter reads (or estimates), current comparative consumption date, NMI and checksum, charges (fixed and variable), amount deducted for rebate/instalment plan, arrears/credit, payments received during period, total due, summary of payment methods, address to make payments, greenhouse emissions associated, contribution of accredited Green Power, 24 hours contact details, interpreter referral number, telephone number of account queries, complaints, hardship complaint, rebates (13.3).	(a) Must set out (1) consumption or estimate including meter readings and dates and number of days in period (2) relevant tariff (3) amount due (4) amount of arrears or credit (b)(1) fixed charges listed separately (2) fees for meter readings requested by customer and connection, disconnection and reconnection fees (3) discount (4) concessions (5) charge for default or delay in payment (6) security deposit required (7) security deposit held (8) amount subject to dispute (9) how payments made (10) telephone for inquiries (11) telephone for emergencies (12) telephone number for payment difficulties (Code 9.3).	ACT

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Consumption (graphs?)	Silent	Must for a small customer show current <i>average daily usage</i> plus comparison of average daily usage for same period in previous year (if available) (6.3.5).	*Must to the extent available <i>include graph</i> showing <i>consumption for each billing period</i> in last 12 months plus comparison of period with last year (4.4) (or as otherwise agreed). GGD guideline clause 2 shows three examples of formats that will meet the regulatory objectives but these nevertheless require formal approval by the ESC.	Where SC and SRC bill must include (a) meter read for period, (b) estimated or measured kwh, (c) tariff codes and rates, (d) quantity of electricity in each category, (e) average daily consumption for billing period, (f) average daily consumption for previous period (if same supplier) (31(1)). Where NC and SRC only (b) to (f) need to be shown (32(2)).	Retailer must provide current and comparative consumption data in the customer account (13.3(1) (e)).	Silent	NSW
Period to keep billing data	Silent	7 years (6.3.6).	2 years (27.1).	Silent	Implied that it be kept for 12 months (c13.4).	Storage of metering data - must be kept for 13 months in accessible format and for 6 years in archive (9.20.2).	SA

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Providing billing data to customer	Silent	Must on request by a SRC where available, w/i 10 business days (or 20 business days if more than 2 years back). Can charge fee only if more than 2 years back (6.3.6(b)(c)).	Must on request where available w/i 10 business days, for any period. Charge where second request in a year or data extends back more than 2 years, and if no longer retailer make available only for two years prior, and can impose charge. If request relates to dispute cannot charge (27.2).	For SRC on SC or NC must if requested supply information about current status of customers bill or account and information on meter readings and registrations (28(2)). Must supply free of charge except reasonable cost of releasing information relating to meter registration (28(3)). If SRC must supply historical bills free of charge unless more than 2 years back or historical bills provided in previous 12 months (33).	Retailer must provide the customer with billing information on request. If the information relates to the last 12 months, the information must be provided free of charge, if it is more than 12 months old, the retailer may charge the customer the reasonable cost of providing the information.” (cl 13.4 – CPC)	Must provide within 10 days of being requested particulars of any personal information free of charge, unless e involves provision of accounts where reasonable cost of providing may be recovered (ESIR 27).	VIC and NSW
Proportionate billing	Silent	Silent	To be used where bill covers period other than usual billing cycle or period during which tariff changes retailer must charge in proportion to the relevant periods and clearly show relevant details on the bill (5.7).	Silent	Silent	Silent	VIC

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Bill smoothing	Silent	Silent	For 12 month period where amount payable under each bill is initially the same, set on basis of estimate of 12 months consumption (or historical or average) and in 6 th month re-estimates and re-sets if greater than 10 % difference between old and new estimate, and must be explicit informed consent (5.3).	Silent	Silent	Silent	VIC
Calculation where tariff change	Silent	If tariff type changes during billing cycle read meter at time of change [and bill?] (6.7) If tariff rate changes during billing cycle calculate bill using pro rata.	Silent	If bill for period where increase in tariff rate, formula to calculate based on calculation of whole bill at new rate and then formula for adjustment for each variation (35).	Silent	Silent	NSW

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
<p>Notice of tariff change</p> <p>NSW cont> A SC must include Connection contracts can be amended unilaterally (ESA 22). Supply contracts can also be amended unilaterally (ESA 42). See ESA 21/22 in relation to variation of charges for SC and NC respectively, and ESA 44 for process for variation of GSL's, and ESA 45 for notice.</p>	Silent	New tariff must apply w/i 10 business days of satisfying conditions (6.8).	Must give notice asap and no later than next bill (26.4(b)).	Variation to charges for connection services or supply under SC of no effect unless notice setting out particulars published in NSW newspaper. NC with SRC notice must be served on customer (21 & 22). Variation cannot operate retrospectively (23). a statement that the licence holder can amend the contract w/o the prior consent of the customer (Schedule 1(1)(m)).	An increase in a charge operates from the date of the notice or later date specified in the notice unless prior approval from ICRC (12.2) Retailer must provide information about a variation in charges to customers. (12.1(1) – CPC).	Must, before a tariff takes effect, publish in newspaper in area take other reasonable steps to bring changes to attention of customers affected (ESIA 39(1)).	ACT
<p>Agreement for tariff change</p>	Silent	Customer must accept retailer's offer in writing and demonstrate satisfies conditions (6.8).	May only be varied by agreement in writing. Where in accordance with contract term previously agreed no further agreement required. Where dual fuel can vary on disconnection of gas in accordance with disconnection warning, and no further agreement is required (20). Where standing offer contract cannot exceed gazetted tariff at the time (21.1(b)).	Silent	Silent	Silent	VIC



Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Payment							
Minimum pay period	Silent	12 business days from date bill sent (7.1.1). Shortened collection cycle (SCC) can be required when reminder notices for three consecutive bills or two disconnection warnings have been sent (7.9.1) provided following advice given: (a) when SCC will result (b) alternatives (c) info line (d) no reminder notice or return to previous collection period until three consecutive bills paid (7.9.2), notify of decision w/i 10 business days (7.9.3) and provide details of dispute resolution (7.9.4) Must remove when three consecutive bills paid by pay by date (7.9.5).	*12 business days from dispatch date (is date on bill unless retailer specifies otherwise) unless otherwise agreed (7.1).	For SRC on SC 12 business days from date sent out to customer (30(1).	A Utility must give not less than 12 business days from the date account sent (13.5(1)).	At least 14 days after account provided if billing period exceeds 1 month or at least 10 days if less than one month (ESIR 13(2)).	TAS



Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Reminder notice with new payment date	Silent	Doesn't specify when to send but notice must give 5 business days after notice issued for payment (7.1.2).	Sent not less than 14 business days from dispatch of bill providing new pay date no less than 20 business days from dispatch date of bill (13.1(b)).	Silent – Disconnection notices are reminder notices. Schedule 12(2) provides that second notice to be sent no earlier than 1 week after the first notice.	Silent	If not paid or arrangement not made by due date notice can be sent but within 3 business days of payment date (ESIR 13(2)(b)).	VIC
Interest on late payment	Silent	Can charge business customer at rate approved by regulator (7.1.3).	Silent – although implied by 31 – no additional retail charge unless specifically allowed in ERC unless MC. Essentially then allows whenever MC entered into.	This is in the IPART determination for regulated retail tariffs for 2004. IPART has provided that for SC no interest can be charged for late payment.	May charge from due date if 14 days (inc non business) passed after due date but if franchise customer rate must be specified in SC and cannot exceed default rate (set by Supreme Court ACT) (14).	May not charge if residential customer on payment plan otherwise may, on basis approved by Regulator, charge interest on amount from due date until date of payment (ESIR 17).	SA

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Late payment fee	Silent	Silent Vic cont> (d) must waive payment if customer has contacted a welfare agency or support service for payment assistance or pays bills in whole or part by URG, EWOV considers it would be appropriate (e) amount of late payment fee must be reasonable having regard to related costs incurred by retailer (7.4).	State Government recently announced that it will not allow retailers to charge residential and small business customers late payment fees – Code says (a) Must have regard to guideline and have ESC approval, (b) must be imposed on disconnection warning including statement that payable unless customer contacts retailer and agrees new payment arrangement within 5 business days of receipt of disconnection warning and customer does not agree by then (c) not permitted where payment obligations under new instalment plan met or if complaint to retailer or EWOV or in other circumstances identified in any guideline > see previous column	NSW Electricity Regulated Retail Tariff 2004/5 to 2006/7 Final Determination June 2004 contains: Permits late payment fees (\$5) (Schedule 2), BUT (1) must <i>not be levied</i> during period of extension of time to pay, where complain to EWON, during period of instalment arrangement, and (2) <i>must be waived</i> where SRC has contacted welfare agency, where payment of part is by EAPA voucher or on case by case basis where considered appropriate by retailer or EWON (3) may only be levied at least 5 business days after due date passed, after SRC notified in advance that fee will be charged and account not paid or arrangement not entered into within 5 business days of due date.	Silent	May not charge if residential customer on payment plan, otherwise may, on basis approved by Regulator, impose charge for late payment (ESIR 17).	NSW

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Dishonoured payment fee	Silent	May recover fee if retailer incurred (7.10.2)	If retailer incurs fee for dishonoured or reversed payments may recover from customer and also an amount may be payable under an agreed damages term. If retailer incurs merchants service fee may only recover from customer if contract is MC (7.5).	NSW Electricity Regulated Retail Tariff 2004/5 to 2006/7 Final Determination June 2004 contains Dishonoured payment fee but only for dishonoured cheques (not dd);	Silent	When payment by cheque, dd or cc and dishonoured or reversed resulting in retailer incurring fee, may include that fee in next account or if no further accounts in special account (ESIR 13(5)). Must waive if customer demonstrates circumstances beyond its control (ESIR 13).	TAS
Advance payments	Silent	*Must accept at customer request, no interest accrues (7.11) (or as otherwise agreed)	On request must accept payment in advance (7.3)	Must accept advance payments if requested by SRC (30(5))	Silent	Payment plan may make provision for payment for future electricity needs and any arrears by pre-payment metering (9.5(2)).	VIC
Payment methods	Silent	In person, by mail and direct debit (7.2). Must offer direct debit or free redirection where long absence or illness makes payment difficult (7.4).	*Person at agency, mail or direct debit (7.2(a)) (or as otherwise agreed)	Cash, cheque or cc at office or agent of supplier, post (cheque or cc slip), telephone cc, dd from cheque, savings or cc, by any other method agreed (30(2)). No charge can be imposed for any of the above payment methods (30(3)).	Must provide for payment in person at offices or agencies and by mail and is encouraged to provide payment by dd, telephone from cheque, savings or cc, eft, and dd from Centrelink if available (13.5(2) & (3)).	In person at office of retailer or agent, by mail, telephone by cc or directly debited, by dd (9.4).	NSW

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Direct debit requirements	Silent	Must agree in writing with small customer - amounts (can be full bill) and frequency. Customer must be able to unilaterally cancel. Retailer must immediately cancel if last resort event occurs (7.3).	Must agree on amount, preferred date, frequency. Customer must be able to cancel at bank or notifying retailer (if at bank customer must use best endeavours to notify retailer asap, or if through retailer, retailer must use best endeavours to notify bank asap). Also agree another payment method if cancelled and if market contact. Retailer must cancel if last resort event (7.2).	Silent	Retailers encouraged (but not required) to allow customers to pay accounts by direct debit (13.5(3)(a)).	Silent	VIC
Billing Reviews							
When to review	Bill must be adjusted where meter test shows inaccuracy (ER 49 & 52(2)).	Must review a small customer's bill when asked by that small customer (7.8.1), inform of outcome as soon as reasonably possible or w/i 20 business days (7.8.2).	Review at request of customer (6.1).	Where SC or SRC on NC supplier must consider complaint and make determination either that bill is correct or correct the bill or amount (25).	Must review free of charge (not including meter read) if requested (13.6(1)). Not required to review accounts more than once during account period (13.6(4)).	Charter must describe how to make an enquiry or complain to the ombudsman (9.6A(4)). Account must have telephone number for enquiries about the account (Code 9.3(b)(1)).	SA

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Bill payment during review	Silent	Retailer can require payment of <i>greater of</i> portion not in dispute or average of previous 12 months (excluding the bill in dispute) and any future bills (7.8.3).	Customer must pay undisputed amount or average of bills of last 12 months, <i>whichever is lower</i> (6.1).	Silent	Entitled to receive payment for that part not in dispute (13.6(2)).	Customer has no liability under account for disputed amount until completion of dispute resolution process (ESIR 21(1)) and where complaint made to Ombudsman until dismissed, completes investigation or determination made (ESIR 21(2)).	ACT
Overcharging	Where a meter test (by either distributor or regulator) shows the meter is registering incorrectly the retailer must adjust the previous relevant accounts to reflect the actual or reasonable estimation of the electricity supplied (ER 49 & 52(2)).	Inform within 10 business days, <i>if less than \$100 credit next bill</i> (unless customer requests \$), if more than \$100 ask for instructions for repayment (inc to third person with permission), if no instructions credit within 20 business days, no interest to be charged (6.6).	Inform within 10 business days and pay in accordance with reasonable instructions or if none credit next bill (6.3).	For SC and SRC on NC must inform within 10 business days, reimburse the amount in accordance with instructions (if more than \$25) or in next bill, pay interest on overcharged amount at prescribed rate (27(2)).	Must adjust the account by refunding amount or reducing next account (13.7).	Within 14 days of becoming aware must give notice & seek instructions to refund or credit to prepayment meter or next account (ESIR 14(2)). Must refund/credit with interest (ESIR 14(3)(a)). If no instructions within 30 days must refund with interest by cheque (ERSIR 14(3)(b)).	NSW

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Undercharging	See above.	Can recover for previous 12 months, must show as separate item on bill, cannot charge interest, offer instalment payment over period of undercharge <i>if less than 12 months otherwise 12 months</i> (6.5).	Can recover undercharging limited to 9 months if due to retailers own billing system otherwise amount undercharged in previous 12 months (from date retailer notifies customer) list amount to be recovered as separate item in special bill or in next bill with explanation, not charge interest, offer equal recovery period as period of recoverable overcharging (6.2).	For SC and SRC on NC can recover amount undercharged in 12 months prior to notification to customer (26(2) (3)). Amount must be listed separately and explained on a bill and interest may not be charged (26(4)). Re-pay over period equal to period over which undercharging occurred if requested by customer (26(5)).	May recover only for 12 months previous (unless caused by customer) and give equal period of time to pay. Amount to be recovered must be listed separately and interest cannot be charged (13.8).	Can recover (a) where resulted from inaccurate metering caused by fraud/tampering by customer or (b) in any other case where liability arose no more than 6 months prior to discovery of error (ESIR 15(1)). Can claim in next account separately itemised or in special account with explanation as to how arose, how amount calculated and unless caused by customer fraud allow 30 days to pay and no interest (ESIR 15(2)).	VIC although TAS with 6 month limit.

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Meter Checking Qld cont> A customer may, within 7 days, request that the retailer refer the results to regulator to test meter and if the regulators test shows substantially greater inaccuracy then the original test the retailer must refund the test fees and adjust the accounts (ER 50),	A customer may ask the retailer to check accuracy (ER 45(1). The retailer may require the request to be written (ER 45(2)) and for the customer to pay any amount owing plus prescribed fee for each meter to be tested (ER 45(3). The retailer must give written notice of the test results asap after it receives them (ER 48(2)). If the meter is registering incorrectly the fee for the meter test must be refunded (ER 49).	Small customer can request <i>when bill review occurring</i> and retailer must arrange but small customer must pay in advance reasonable charge (7.8.4), refundable if retailer error (7.8.5(b)(ii)) small customer may also be required to pay any amount of the bill still outstanding (7.8.5(b)(iii)).	If bill reviewed and found to be correct customer can request meter test in accordance with applicable regulatory instrument (6.1(a)) or if incorrect retailer must adjust bill (6.1(b)).	If supplier determines bill correct on review SRC has right to request meter test (34(1)). Supplier may seek reasonable cost in advance (34(2)). Must be refunded if meter found to be inaccurate (34(3)). NSW Electricity Distribution Pricing 2004/05 to 2008/09 contains rules about when you can levy the meter test fee, says things like if you have 3 meters you only pay 1 fee etc.	Customer may request a meter check. Customer has right to be present when meter is tested. Customer must pay for cost of test if the meter is not defective [ref?]	Distributor may at any time and must within 15 business days of request from tariff customer test metering equipment (9.17)	SA

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Payment Plans							
When to offer	Silent	On being notified or noticing payment difficulty (7.6). *Retailer can require when in arrears or instead of security deposit (7.7.2) (or as otherwise agreed).	If contacted and not agree to alternative payment arrangement or if retailer otherwise believes customer experiencing payment difficulties retailer must assess capacity to pay info, make assessment doc available if requested, offer instalment plan (unless in previous 12 months failed to comply) and must provide concessions information including URGS, information about energy efficiency and independent counsellor (11.2). Note regulatory requirement to have hardship programme.	'Standard' retailer must operate a payment plan for SRC who in retailers opinion are experiencing financial difficulties (6(1)), and provide fair and reasonable procedures for dealing with payment difficulties of customer on 'scheme' (?) (6(2)(d)). Non-standard retailers not required to operate payment plan (Schedule 2 (7)).	When a customer informs the retailer that they are experiencing difficulties paying their account or require payment assistance (cl 13.12 – CPC)	When informed that customer is experiencing payment difficulty (ESIR 19(1)). Taken to have been accepted by customer and come into force when customer makes first payment under terms of plan (ESIR 19(5)(a)).	VIC

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Payment plan options	Silent	*Must offer at least two options being more time to pay arrears and method to pay in advance for future bills (7.7.1) (or as otherwise agreed).	Must be advance or arrears (12.1).	Must be advance or arrears (6(2)(a)).	Must offer advance payment plan or instalment payment plan (13.12(1)(a)).	Payment plan must contain an option that allows parties to adjust the instalments payable under the plan to take account of accruing liabilities for electricity consumption. (ESIR 19.4(b)).	VIC and TAS
When no right to instalment	Silent	When in previous 12 months 2 instalment plans cancelled due to non payment (7.7.3).	When in previous 12 months 2 instalment plans cancelled due to non payment (11.2(3)).	Implied – where not SRC and not contracted with ‘standard’ retailer (Schedule 2(7) and 6(2)(d)).	When in previous 12 months customer had 2 or more advance or instalment plans cancelled due to non-payment (13.13).	If within 12 month period preceding customer information the customer twice entered into payment plans but failed to comply with terms without demonstrating any mitigating circumstances (ESIR 19(2)).	TAS
Information to take into account when designing instalment plan	Silent	Usage needs and capacity to pay (7.7.4(a)).	Must assess in timely way info customer provides, take into account advice from financial counsellor if retailer cannot adequately assess (11.2(1)).	Payment plan must provide for instalments to be calculated having regard to customers consumption needs and capacity to pay (6(2)(c)).	Silent	Must take into account any information provided concerning customers ability to pay and consumption patterns (ESIR 19(3)).	VIC

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Period of instalment plan and number of instalments (any minimum)	Silent	Retailer must specify period of plan (7.7.4(b)), not less than 4 instalments unless agreed (7.7.4(c)).	Must specify period of plan and amount of instalments which must reflect consumption needs and capacity to pay, number of instalments, amount of instalments to pay arrears and estimated consumption (12.2(a)).	Silent	Silent	Plan is not, once in force, capable of being amended to increase amount or frequency of payments except with customers written consent (ESIR 19(5)(b)).	VIC
Information retailer must give in relation to instalment plan	Silent	Specify how many will pay arrears and usage during period (7.7.4(d)), how amount of instalments is calculated (7.7.4(e)), state may be in credit or debit during (7.7.4(f)).	How amount calculated, number of instalments to pay arrears plus estimated consumption (12.2(a))	Period, amount and frequency of instalments, number of instalments to pay arrears, basis of calculation if in advance (6(2))	Silent	Retailer must provide copy of the payment plan once entered into (9.5(b)).	SA

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Retailer obligations when customer on instalment plan	Silent	Must monitor compliance (7.7.4(g)) and have in place reasonable procedure to address payment difficulties while on plan (7.7.4(h)).	<i>Make provision to re-calculate amount</i> where significant credit or debit likely at end of plan (12.2(b), monitor consumption and have in place procedures for payment difficulties, (12.2(c)), provide energy efficiency advice and availability of financial counsellor (12.2(d)).	Must provide fair and reasonable procedures for dealing with payment difficulties of customer on scheme (6(2)(d)).	Silent	If for period exceeding 3 months must provide for consumption to be monitored and option for parties, by agreement, to adjust instalments to take account of accruing liabilities (ESIR 19(4)).	VIC

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Security							
When required	Implied – when not manifestly unfair (ER 78).	Where refuse to pay outstanding debt, illegal use in previous 2 years, new customer refuses to provide no acceptable identification, new customer refuses to provide or provides unsatisfactory credit rating (in retailers view) <i>AND cannot agree to instalment plan (8.2).</i>	When owe more than amount set out in guideline, illegal use in previous 2 years, no acceptable identification, or retailer decides unsatisfactory credit rating (but only if first offer customer instalment plan and not accepted) (8.1(a)). In making decisions about a customers credit rating and in dealing with management issues a retailer must comply with any relevant guideline (8.3). In deciding whether a customer has an unsatisfactory credit rating the retailer may only have regard to a relevant default as defined in guideline (2.1 CAG) and in deciding whether to require a refundable	See determination For NC only requirement is that contract separately provides (a) circumstances where security deposit may be required, (b) form and amount, (c) interest if any that will accrue, (d) circumstances where can be used, (e) when returned (Schedule 1 (4)). Where residential SRC rules contained in Retail Determination 2004/5 to 2006/7 - may require only if SRC has left previous supply address without settling account and debt remains outstanding and customer refuses to make arrangement for payment, has been responsible for illegal use or does not have satisfactory credit rating in reasonable opinion of retailer (Schedule 3 Part A). Where security deposit by case, cheque or credit card, must refund when completed on time payment for one year	*If (a) customer does not have satisfactory payment record with Utility or cannot provide from another source (b) ESCC directs (c) vacated w/o paying and remains unpaid (d) twice in last 12 months did not pay account by due date (20.1). A retailer may request a security deposit, but is not required to do so.	For residential customer when either of (a) new customer and failed to provide acceptable ID (b) in previous 2 years illegal use (c) left premises without paying and still not paid (d) refuse payment plan in relation to previous account and has unsatisfactory record of payment and/or unsatisfactory credit rating (ESIR 7(3)). Can be deposit, refundable advance or guarantee (if business) (ESIR 8).	VIC



Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
			advance the default must not have been complained about etc (3.2 CAG).	from date of first bill or where by annual security levy or guarantee must discharge when on time payment for one year from date of first bill, must inform in writing within 10 business days of above requirement being met (Schedule 3 Part B)..			
Amount	Silent	Based on average bills determined by regulator, <i>1.5 times quarterly</i> and <i>2.5 times monthly</i> (8.1).	Not more than <i>37.5% of customer bills over last 4 quarters</i> except where dual fuel and retailer requires b/c unsatisfactory credit rating then 25% and where customers own consumption not available not more than the corresponding amount of the average the retailer billed domestic customers over those 4 quarters (8.1(b)).	Silent	*Must not be greater than 1.5 times amount of estimated quarterly bill if billed quarterly, or 2.5 times monthly bill if billed monthly or amount determined by ESCC either generally or in specific case having regard to financial circumstances of class of customer (20.2).	If quarterly accounts 1.5 times average quarterly consumption of standard tariff customer of same class (ESIR 9(a)) or if accounts more frequent twice average monthly consumption of standard tariff customer of same class (ESIR 9(b)). <i>These are maximum amounts.</i>	VIC
For businesses	Silent	Can only require where no satisfactory credit rating or electricity account payment history (8.3.1) and must accept bank guarantee as alternative (8.3.2).	Can only require where unsatisfactory payment record or retailer decides unsatisfactory credit rating (8.2).	Silent	Amount for residential customers is the same as for business customers	For business must be new customer with no history of paying accounts, unsatisfactory record of paying or unsatisfactory credit rating (ESIR 7(2)).	SA



Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Interest	Silent	Must pay interest at the rate and terms approved by regulator (8.4).	Accrues daily and capitalises (if not paid) every 90 business days at bank bill rate (8.4(a)).	Silent	*Interest must be at rate no less than that determined by ICRC from time to time (20.3).	Retailer must maintain an interest bearing account specifically for purpose of holding securities/deposits (ESIR 10(1)).	VIC
Repayment	Silent	Where customer completes 12 months of paying on time or ceases to purchase electricity from retailer at supply address (8.5.1(a)). Where \$100 or less, credit to next bill and where more than \$100 pay in accordance with instructions w/i 10 business days (8.5.1(b), (c)) or according to customer request (8.5.4) or credit w/i 20 business days if no instructions (8.5.2).	Within 10 business days of completing 1 years payment (2 years for business) or ceasing to take supply at supply address (8.4(b)) .	Silent	*(also **)If customer pays accounts on or before due date for continuous period of 12 months (20.4).	Must return if (a) completes 2 years of payments (b) supply changes to prepayment metering (c) retailer ceases to supply and customer pays any amount owed (ESIR 12).	SA

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Use	Silent	When disconnected due to failure to pay or when cease to buy from retailer or asks to be disconnected (8.7.1). <i>Must not use for goods other than electricity w/o written consent</i> (8.7.2), balance paid w/i 10 business days (8.7.3).	<i>Can be used (including interest) to offset any amount owed</i> when disconnected and no longer a right to be reconnected, where vacated, transferred, or requests disconnection. Must provide account of use (8.4(c)). Balance to paid w/i 10 business days (8.4(d)).	Silent	*(also **)Must not use to recover charges other than charges related to supply or sale of Utility services (20.5).	May use to offset amount owed where (a) supply disconnected because of failure to pay (b) failed to pay final account (c) at request of customer where requested disconnection or informed of change of premises (ESIR 11(1)). Must give customer account of use w/i 14 days of use and pay any balance including interest (ESIR 11(2)).	SA
Account keeping	Silent	Must be kept in separate account (8.6).	Silent	Silent	Silent	Must immediately give receipt for amount of security and pay amount into specific account for all such securities (ESIR 10(2)). Must not withdraw except to use or return or if authorised by Regulator (ESIR 10 (3)).	TAS

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Disconnection							
When permitted	A regulation may provide for the disconnection and refusal to connect or reconnect if (a) a customer fails to pay an amount owing (b) a customers retail entity fails to pay an amount owing (c) customer fails to pay an amount owing to the retail entity and retailer requests disconnection (EA 40G). In addition, disconnection is allowed if entry to a property is refused (s138(3) the Act) and if there is contravention of regulation or orders (s154(1) Act).	Failure by a SRC to pay a bill or agree/adhere to payment plan (9.1). Failure by a SRC to allow access to meter for 3 consecutive bills (9.4.1) (but must offer reasonable alternative access, give written notice requesting access on each occasion denied, use best endeavours to contact personally, give disconnection warning (9.4.2). Immediate where illegal use (9.5). Failure by SRC to provide security deposit (9.6).	Failure to pay by relevant date (13.1). Deny access to meter for 3 consecutive bills (but only if retailer reasonable access arrangement attempt, given notice each time + disconnection warning) (13.3). Refuse acceptable ID (if new customer) or refundable advance (but only if provided 7 business days notice of disconnection (13.4). Customer requests (13.5).	If (a) fails to provide security (b) fails to pay amount due (c) refused access (d) obstructed supply (e) – (f) is not a SRC on SC (15(1)) Almost identical provisions for service provider (distributor) to disconnect (14).	*Failure to pay account, entitled under contract, contravention of Act, health/safety risk, safety of network, non-compliance with installation rules (17.3). Note, disconnection for failure to pay an account is subject to certain conditions. Provisions also apply to non-franchise customers. Likewise, the ability to disconnect for network reasons is an entitlement of the electricity distributor and therefore applies to all customers.	Failure to pay an account within reasonable period stated in account (ESIA 42(1)). If (a) disconnection necessary for upgrade (b) unable to gain access to meter on 3 successive occasions at reasonable times (c) suspected on reasonable grounds or illegal use of safety offence (d) interfered with supply and/or safety of network (e) necessary to respond to emergency or for public safety (f) customer requested (ESIR 22(1)).	SA

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Conditions precedent/notices	Silent	<p>Where residential customer or any person normally residing at address, unable to pay due to lack of income must have used best endeavours to contact (9.2.2(a)), give concession info (9.2.2(b)), offered alternative payment (9.2.2(c)) (e.g. instalment unless breached 2 in previous 12 months (9.2.4)), give reminder notice (9.2.2(d)), give disconnection warning (9.2.2(e)), advise of Ombudsman (9.2.2(f)).</p> <p>Where business customer must give extension of time to pay on terms and conditions accepted by ESCoSA (9.3).</p>	<p>Failure to pay must not be in respect of 1st instalment plan (13.1(a)). Must give reminder notice and disconnection warning (13.1(b)). Special statement to be included in disconnection warning (13.1(c)). If customer has called for payment assistance advice retailer must have provided advice (13.1(d)). If customer is a domestic customer and has dual fuel contract a further warning not less than 6 business days before disconnection is required (13.1(e)). Where customer on a SCC must be contacted in person and advised of disconnection, not assure willingness to pay, does so but then does not pay, does not agree to pay arrangement within 5 business days, does so but then does not make payments, disconnection can be carried out (13.1(f)).</p>	<p>Send 2 notices. Indicate complaint avenue, rebate/relief scheme, payment plan options. Also, reasonable attempts to assist customer in person or phone (include at least one attempt outside business hours). All actions to be documented (Schedule 2 (12)).</p>	<p>*(also **) Amount outstanding must exceed amount agreed by ESCC, two written notices served at least 7 business days apart, account not been paid w/i 5 days (inc non business) of 2nd notice, subsequent reasonable attempts to contact before day of disconnection, subsequently customer failed to comply with pay arrangement (reasonable in financial circumstances of customer) (17.4(1)). Must not be advised by ESCC that hardship complaint pending (17.4(4))</p>	<p>If disconnection for failure to pay account must give notice in approved form and not proceed if within 5 business days after notice customer pays account or enters in payment plan (ESIR 23).</p>	VIC and ACT

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Notice of disconnection	Silent	Disconnection warning to allow 5 business days notice from receipt of warning (9.2.2(e)).	<p>Disconnection warning to include statement that disconnection could be no sooner than 7 business days from date of receipt of warning and where dual fuel statement must say that 7 days applies for gas and electricity wont be disconnected sooner than 22 days from date of receipt of warning (13.1(c)(A). Statement must also say that disconnection of gas may result in variation of dual fuel contract (13.1(c)(B).</p> <p>Disconnection warning must be sent not less than 22 business days from dispatch of bill with 28 business days to pay from dispatch of bill (13.1(b)(B).</p>	<p>SRC contract must specify send 2 written notices, 2nd no earlier than 1 week after 1st. Disconnection date no earlier than 14 business days from 1st notice (Schedule 2(12))</p>	<p>*Not more than 6 weeks after 2nd notice issued (17.4(3))</p> <p>*Notices must be in simple and straightforward language advising that customer has failed to pay account by due date, make clear when due, advises that failure to pay will entitle steps to disconnection, specify govt rebates, outline payment options, advise of eligibility to make hardship complaint to ESCC, provide (in 5 languages) translation service details (17.6).</p>	<p>Where for upgrade 4 business days personal notice or general notice to tariff customers published 5 business days before. In other cases (e.g. no access to meter, illegal use or customer interfered with supply/safety of network) 5 business days personal notice required (ESIR 22(2). Where necessary to respond to emergency or because customer requested no notice required (ESIR 22(2)(b)). Where for failure to pay account, provided for by s42 Act must give notice in approved form (ESIR 23(1)).</p>	VIC

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Prohibited disconnection	Silent	Where SRC and (a) debt less than approved amount and customer has agreed to repay, (b) dependant on life support, (c) complaint pending with ombudsman, (d) assistance application pending, (e) where debt for other goods (9.7).	Where debt less than amount approved by regulator or in guideline, complaint with ombudsman, utility relief grant pending, charge not for energy, life support/medical exemption registered (14(a) and (b)).	Contract must prohibit disconnection where application for rebate/relief or payment plan pending and where life support system in use at premises (Schedule 1(7)).	When: - a premise is registered as a life support machine supply address (10.1); -the amount of an unpaid customer account is less than the amount agreed between the retailer and the Essential Services Consumer Council (ESCC); - notified by the ESCC that the customer has lodged a hardship complaint with it (CPC – cl 17.1(3)(d)).	Must not disconnect if supply is a prescribed service (ESIA 42(1A). A life support machine is taken to be a prescribed service under 42(1A). Also prohibited until complied with regulations (ESIA 21(2)).	VIC and ACT

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Life support specifications	Silent	Must give distributor relevant info and give customer distributors contact details, may require customer to inform when vacates (11.1). Life support machine means oxygen concentrator, intermittent peritoneal dialysis machine, haemodialysis machine or other equipment approved by the Commission from time to time (11.2).	Must give distributor confirmation from registered medical practitioner, inform distributor where supply address affected by fault (where customer provides that info) (26.7).	Silent	Where evidence provided retailer/distributor must record premises as life support machine supply address, give 4 business days notice of planned interruption, assist customer to prepare contingency plan. Contract may provide that customer must advise when vacates or no longer requires life support (10).	Retailer must (a) give customer/regulator notice of acceptance of reliance on life support (b) keep records of particulars (c) keep record of address /number (d) advise of plan where unplanned interruption (e) provide emergency number (f) give immediate notice if number changes (g) give 4 business days notice of planned interruption where not agreed in advance (ESIR 30(2)). Retailer may require further particulars/evidence of life support machine dependency (ESIR 30(3)). Customer must inform within 30 days if ceases to occupy or be dependent (ESIR 30(4)).	TAS

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Restricted disconnection times	Silent	Not after 3pm on business day, on Friday, weekend, public holiday or day before public holiday (9.7 (f) & (g)).	Not after 2pm for domestic (3pm for business) or Friday, weekend, public holiday or day before public holiday (14(c)).	Not on Friday, Saturday or Sunday, Public Holiday or day before, 3pm on any other day (Schedule 3(14)).	Not after 3.00 pm on any day; or Friday, Saturday, Sunday, a public holiday or the day before.	Not after 2pm on business day, any time on Friday, Saturday, Sunday or public holiday or on day immediately preceding public holiday unless necessary to respond to emergency or for upgrade where notice given (ESIR 24(2)).	TAS
Final bill/notice after disconnection	Silent	Must provide if requested (9.8).	Silent	Must notify that premises have been disconnected, specifying ground for disconnection, number to contact, arrangements for reconnection, dispute resolution procedures (Schedule 2(13)).	Silent	Silent	NSW
When to reconnect	Silent	Must if w/i 10 business days debt repaid or accepted offer and made contribution, provided access, remedied and paid for illegal use, paid security deposit or guarantee (10.1).	Must if w/i 10 business days pays bills, agrees payment arrangement or being eligible for URG applies for such a grant, provides access to meter, pays or arranges to pay for illegal use, provides acceptable ID or refundable advance (15.1).	Must notify distributor of request for reconnection if customer entitled (Schedule 2 (13)(3)).	*Must restore w/i 24 hours where ESCC advises that hardship complaint pending (17.4(5)) or where account paid or arrangement to pay accepted (17.4(6)). Provisions also apply to small, non-franchise customers (23.1(5) and (7)). Within 24 hours (ibid).	If customer pays account, interest, reasonable reconnection fee and reasonable security if requested (ESIA 42(3)). Where standard tariff customer must reconnect when enter into payment plan or other arrangement to pay amount and reconnection fee (ESIR 25(1)).	VIC and ACT

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Reconnection charge	Silent	Allowed reasonable charge for reconnection (10.1 (iii), or reasonable after hours reconnection (10.5).	Allowed reconnection charge (15.1).	Included in the Distribution Pricing Determination. There is no reconnection fee, the disconnection fee covers reconnection in the same name at the same address, but if you don't reconnect you don't get a refund. This also covers an after hours reconnection fee, i.e. after 4pm if you want to be reconnected the same date – there is a fee, but if you wait until the next morning you don't have to pay.	Silent	Implied see above. Maximum charges are set by regulator in price determination, one of the special services that are regulated in addition to tariffs. Aurora's website will say what these are.	NSW
When reconnection to occur	Silent	Same day if small customer and metro, use reasonable endeavours to connect same day if remote/rural otherwise next business day, next business day if after 9pm (10.2 and 10.4).	Same day if before 3pm, next day if after unless before 9pm and after hours reconnection charge paid. Can agree to later times (15.2(a)). Best endeavours to procure distributor to reconnect does not discharge obligation (15.2(b)).	Distribution Pricing Determination – implied that if you call before 4pm you will be reconnected on the same day without an additional fee. If a customer was not reconnected on the same day and they contacted before 4pm EWON would suggest that the grounds to charge the fee have not been met and that the fee must be reconnected.	Silent	If standard tariff customer becomes entitled before 4pm on business day, reconnection must be made on same day if practicable otherwise next business day or as soon as default of no access to meter, illegal usage, interference is remedied (ESIR 25(2)).	SA

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Last Resort Events							
Last resort events	<p>Note – Only applies for 2nd tier contestable customers – not domestic customers.</p> <p>NEMMCO suspends a retail entity from trading (ER 69). On suspension each of the suspended retailer’s customers are taken to have entered a customer sale contract with a host retailer (ER 70).</p>	<p>ETSA Utilities must act as retailer of last resort if notified by ESCoSA that a retailer’s retail licence, authority or business has been suspended or cancelled (mandatory licence condition based on EA obligations – detail provided by 1.3 Guideline No. 8).</p>	<p>The obligation to supply or sell electricity to a customer to whom electricity is supplied or sold by another licensee commences when the first licensee’s licence is suspended or revoked or the right of the first licensee to acquire electricity from the wholesale market is suspended or terminated (EIA 27(5)).</p>	<p>Suspension notice issued to retailer by NEMMCO, licence is cancelled and written notice given (59(2)).</p>	<p>ActewAGL must sell when last resort event occurs (Licence, RoLR Guideline).</p>	<p>Silent</p>	<p>SA</p>

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Notification to customer	On suspension, the host retailer may by written notice require the customer to provide certain information (ER 75 (3)).	ETSA must advise customers asap (and at least within 3 business days) after last resort event of information, including that (a) last resort event occurred (b) contract between customer and ETSA (c) terms and conditions (d) basis of prices/charges (e) options for transfer to another retailer (f) how to obtain further info (3.4.1).	Silent	If last resort event occurs retailer must asap after commencement of its obligation give written notice to each customer containing (a) commencement of last resort arrangements (b) terms and conditions on which electricity will be supplied (c) that customer may arrange supply with another retailer (d) whether the customer is entitled to a SC (e) date on which retailer of last resort may discontinue supply (f) any charges that the customer is liable to pay (61(1))	As soon as practicable after the transfer of customers (Retailer of Last Resort Guidelines – cl 3.1 (b)).	Silent	NSW

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Obligation to offer standard contract	The affected customer and the host retailer or another retailer may contract on terms different to the host retailers standard customer sale contract (ER 73(1) but the contract must not be inconsistent with the Act (ER 73(3)). The regulations allow a customer, affected by a suspended retailer, to contract on terms different to the host retailer's SC.	ETSA must sell electricity on standard terms and conditions approved by ESCoSA (3.2.1); ESCoSA must approve amendments (3.2.3). SC applicable to class of customers of last resort scheme.	The tariffs and terms and conditions upon which a licensee will supply are those approved by the ESC and published in the Government Gazette.	Where SRC not in supply district must offer SC applicable to the customers supply district (62 (2) (3)). Where not SRC and no agreement reached formula for retail price based on pool price plus margin etc (63(2)).	Must be in accordance with ActewAGL's SC Standard retailer of last resort contract – terms and conditions (including tariffs) may be different to standard customer contract (RoLRG – 3.1).	Silent	NSW
Disconnection of last resort customer	The statutory customer sale contract is taken to end if a new contract is entered into or the supply of electricity is disconnected under the Act (ER 72).	Obligation ends after 3 months or when customer advises ETSA that sale and supply of electricity no longer required (1.3.3).	The obligation ends 3 months after commencement or when the customer advises that supply is no longer required, transfers or enters into a new contract with the second licensee (EIA 27(5A)).	After a period of three months but only if reasonable notice (64(1) and (3)) Or if customer (a) failed to provide any security required for the payment of any charge (b) failed to pay an amount due (c) refused access (d) obstructed AND reasonable notice of intention to discontinue provided (64(1) and (2)).	Obligation ends after 3 months or when customer advises in writing that sale of electricity from retailer no longer required (Guideline).	Silent	VIC



Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
<p>Charges</p> <p>Qld cont> (b) charges decided by the host retailers not exceeding those payable to host distributor (c) reasonable charges on cost recovery basis of fees payable under the NEC (d) must bill on quarterly basis or shorter period (e) customer must pay no later than date in bill (f) any security deposit required by written notice (g) worked out using formula (ER 71).</p>	<p>The affected customer is not liable for payment to the suspended retailer or an insolvency official and any sale contract is unenforceable to the extent inconsistent with this (ER 74).</p> <p>The terms of the statutory customer sale contract are (a) the price payable is the regional ref price adjusted for loss factors</p>	<p>ETSA incurs establishment, energy, variable and outstanding costs (2.2); should endeavour to recover all energy and variable costs from customers (2.2.5). Financial affects on ETSA should be economically neutral (2.2.7). ESCoSA must approve prices/charges (having regard to matters in 2.2.8) and changes. ETSA must notify customers of the basis for change (2.2.9).</p>	Silent	Contract must provide not entitled to be paid compensation for transfer of customer where last resort event (Schedule 2(6)(2)).	In accordance with RoLR default tariff (as regulated by the ICRC); or the NEMMCO price pool plus a margin of 10% (RoLRG – 3.1(d)).	Silent	None are satisfactory
General Complaints/Advice							
Debt recovery	Silent	Silent	Not commence legal proceedings until instalment offered, not while making payments toward agreed arrangement. Must comply with s60 TPA (11.4)	Silent	A utility may not institute proceedings for the recovery of a customer debt unless 7 business days written notice including right to make complaint to ESCC (UA 171(2)).	May recover in a court amounts (a) that remain outstanding after disconnection for failure to pay (b) estimated for illegal use (c) any fee that results from dishonoured or reversed cheque, dd, or cc payments (d) connection or reconnection fee (e) interest and late payment fees (ESIR 20).	VIC plus ACT regarding notice.



Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Energy efficiency advice	A supply entity/authorised supply entity is subject to a condition that it must consider both demand and supply side options to provide technically and economically efficient delivery of energy (EA 42(d)52(d)).	Must provide information on how to reduce costs, how to arrange energy audit, typical running costs of major domestic appliances (12).	Must provide energy efficiency advice on request (26.6). Must consider conducting energy efficiency audit to assist customer having difficulty paying. Any charge for audit is not an additional retail charge (11.3).	Contract must contain a requirement that the licence holder provide free of charge, if requested, information about efficient energy consumption (Schedule 1(1)(n)).	Must on request provide efficient energy consumption information (7.1(2)(d)). Subject to prior approval of ICRC either in particular case or for type of info, Utility may charge – approved charge should be listed on website (7.2).	Must in good faith, in writing within 10 days of request, for no charge, provide reasonable level of advise about tariff that will provide least cost and appropriate strategies for managing consumption on cost effective basis (9.7).	TAS regarding tariff advice. NSW regarding free of charge.
Service standards Qld ->As a result of a recent review of the distribution networks in Queensland the Government will mandate system wide service standards with which Energex and Ergon must comply. This will occur in 3 stages, from 1 Oct 2004 the existing voluntary GSL scheme will be mandatory; From 1 January 2005 a new mandatory regime for non-reliability related GSL's and from 1 July 2005 further new GSL's covering reliability matters.	A regulation may prescribe standards about the quality of service that must be provided to non-contestable customers by retailers and to customers by transmission and distribution entities. QCA must monitor, investigate and report on compliance (EA 92). No standards have been prescribed.	Must use best endeavours to respond to 85% of calls within 30 seconds from 8am to 6pm (not include queue, does include answer & access to computer interactive service), and answering 95% of written queries within 5 business days by telephone or written response (ERC 2.2). Report by 31 August each year with % of compliance, rebates paid, reason for non-compliance and improvements (ERC 2.3).	S factors set for distribution services in distribution pricing reviews. There is no guaranteed service level scheme for retailers.	SC and NC for SRC must contain minimum standards for quality, reliability, response times, time to commence works (Schedule 1 (5)) and that retailer will pay not less than \$25 if more than 15 minutes late for appointment (Schedule 2(11)). Distributors pay \$60 for each day delay in connection to \$300 maximum (Schedule 3(9)), \$20 for each interruption (not inc emergency or circumstances beyond control) where 2 business days notice not provided (Schedule 2(10)).	Utility must comply with performance standards set in Schedule to CPC unless alternative agreed or events outside control (11.1). Utility must pay rebate (as set out in schedule) if customer applies, w/i 3 months, but not more than one per affected premises (11.2). Rebate may be paid by deducting from next bill or paid directly (11.3).	Must credit to customer account \$30 for each business day late in (a) connecting/reconnecting (b) notifying of planned interruption (which must be 4 business days written notice or 5 days radio/newspaper notice) (c) dealing with repair (up to \$150) (d) fixing account problem and providing written explanation (which must be within 10 business days) (e) responding to complaint of failure to comply with service standard (within 10 business days). Contained in Aurora Energy Customer Charter.	SA, NSW and TAS



Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Enquires and complaints procedure	A party may refer to the regulator a dispute b/w an electricity entity and a customer about the performance of a function or exercise of power under the Act (EA 119(1). The referral must be in the approved form (EA 119(4). The regulator may refer the dispute to an energy mediator if the customer or occupier requests it (EA 119(5) or to an energy arbitrator if requested or if mediation failed to result in agreement (EA 119(6)).	Retailers must prepare and submit to ESCoSA procedure for handling SRC enquiries, including enquiry line, registration of special needs, referral to interpreter, any other matters required by ESCoSA (3.1). Must prepare and submit to ESCoSA for approval procedure for dealing with complaints including how notified, handling, response times, response method, referral to Industry Ombudsman and any other matter required by ESCoSA (3.2).	Must handle complaint in accordance with relevant Australian Standard. Must include info about scheme in Charter. When responding to complaint must advise right to complain higher w/i retailer, refer EWOV (must give this info in writing) (28.1 and 28.2)	In dealing with application for review of a decision licence holder must comply with AS 4269-1995 'Complaints Handling' (49). Written or oral application for review must be served no later than 28 business days after written notice of decision and state reasons for seeking review (47). If not notice of review w/i 14 business days taken to have determined that decision stands (48)	Must develop complaint procedures in accordance with Australian Standard (6.1 & 6.2). Customer must have right to complain against utility and agent of and have complaint considered by senior employee (6.1). On receipt of complaint must advise of procedures (6.3(1)) and in final decision must advise of ESCC. Must keep record of complaint and resolution for 12 months (6.4)	Must have adequate staff and effective procedures for dealing with complaints and resolving disputes and publish info in form approved by Regulator to assist customers to register complaints and participate in procedures for resolution of disputes. Complaints must be dealt with in accordance with the Australian Standard AS 4269 (9.10). <i>Account must include telephone number for inquires relating to account (Code 9.3(b)(10))</i>	SA regarding retailer's submitting to ESCoSA. VIC regarding notification of right to complain to higher level within retailer. VIC NSW regarding use of AS 4269. NSW regarding time frame of decision and notice seeking review (although look closer at these times). ACT regarding period to keep record of complaint.

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Ombudsman Scheme Qld cont> Where a dispute is referred to arbitrator Commercial Arbitration Act does not apply and dispute may not be determined by court or tribunal unless commenced prior to referral or referral withdrawn or arbitrator decides should not heard because of complexity of dispute (EA 120ZQ & 120ZR). Arbitrator may make an order that the electricity entity pay no more than \$20,000 or a non-monetary order (EA 120ZY). Order is binding and may not be reviewed (EA 120ZZB). Party must give 21 days written notice of non-acceptance of order (EA 120 ZZC). Order may be enforced in a Magistrates Court (EA 120ZZF).	Regulator must give written notice of referral to mediator/arbitrator and their name and contact details (EA 120ZE & 120ZS). Each party must conduct their own case (unless otherwise agreed) (EA 120ZG & 120ZU). Mediation taken to end 28 after referral (or later day agreed – not more than 56 days after the referral) (EA 120ZN). Mediator must asap after mediation provide regulator with written report on outcome and copy of mediated agreement (EA 120ZO).	A retailer must within 20 business days after it first sells energy to a small customer, prepare and submit to ESCoSA its procedures for resolving complaints which must deal with referral to the Industry Ombudsman where the complaint is not satisfactorily resolved (3.2.1(e)). [details of EO?]	A retailer must include information about EWOV on any disconnection warning (28.3). [details of EWOW)	A SRC and any other person prescribed by the Regs may apply for review of a decision in a dispute (96A(1) ESA. Contracts must include statement of rights in relation to disputes and particulars of ombudsman (Schedule 1(1)(j)). (details of EWON]	ESCC established to facilitate the resolution of disputes where customer affected by contravention of contract, likely to be caused substantial hardship or affected by failure to handle personal information properly. May make orders for discharge of debt or payment of loss and damage up to \$10,000 (UA Part 12).	The Electricity Ombudsman investigates and may make a binding award in relation to a complaint concerning the sale and supply of electricity up to \$20,000 or \$50,000 if the electricity licensee agrees (EOA).	SA
Method for communication with customer	Silent	Electronic mail okay for SRC unless requested to cease using electronic mail (3.3).	Notice, consent, document or other communication by retailer to be in writing by hand, fax, mail or e.mail (unless stated otherwise than in writing in code) (33).	Contract must include the manner in which notices under it are to be given (Schedule 1(1)(l)).	Notices must be in writing and delivered by hand, sent by prepaid mail, facsimile or other electronic means (8.1(1)). Utility must act ethically, fairly and honestly.	Must provide teletype service (ESIR 28(1)), at request access to telephone interpreter service (ESIR 28(2) at request large-print version of tariff (ESIR 28(3)).	TAS and VIC



Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Customer change of details/other notice	Silent	Silent	Must inform retailer asap (26.1).	Silent	Customer must notify change of person/body responsible for payment, change to contact details, change to premises/installation which may affect quality, problem with service (5(4)).	Customer must (a) keep retailer informed of contact address (b) change of use that may affect tariff (c) safe access to metering (d) circumstance that may affect access to meter (e) 2 business days notice of change in occupation (f) not modify metering data (g) not damage metering (h) inform of circumstances that may lead to damage of metering (i) 5 business days notice of problem with seal protecting metering equipment (ESIR 29(1))	ACT
Privacy	Silent	Silent (See confidentiality provisions of retail licences and Pt B of ERC)	Must comply with any condition in licence or guideline regarding use of personal info (29).	Silent	Utility must not disclose personal information about customer except in accordance with <i>Privacy Act 1988 (Cth)</i> (7.3 and UA 51).		VIC

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Payment difficulty	Silent	On being notified or noticing retailer must offer instalment, right to have bill redirected to third party, govt assistance info, financial counsellor info (7.6).	If contacted and not agree to alternative payment arrangement or otherwise believes customer experiencing payment difficulties must assess capacity to pay, make assessment doc available if requested, offer instalment plan (unless in previous 12 months failed to comply) provide concessions info including URGS, info about energy efficiency, financial counselling (11.2).	Silent	If customer (except LNFC) informs Utility must offer advance payment plan or instalment payment plan, information about and referral to govt assistance program, financial counselling service information (13.12).	If informed by tariff customer of difficulty in paying account must offer information about financial counselling and offer payment plan (ESIR 19(1)).	VIC or SA

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Concession information	Silent	Must provide asap upon request by a residential customer (7.5).	Must provide on request (26.5).	Included in Schedule relating to disconnection – Schedule 2(12)(3)(b) notice provided to customer must advise the customer of any government funded or relief schemes. Must get two notices and both must advise. Also says must attempt to make personal contact with you and in personal contact must advise you of those schemes. All of this is also repeated in Schedule 3(15) in relation to connection contract.	If Utility provides govt sponsored rebate or concession scheme and customer applies and is entitled Utility must grant (13.11).	Account must set out any concessions to which customer is entitled. This is rather the fact rather than providing info to help people to determine whether they are eligible (9.3(b)(4)).	TAS
Customer charter	Silent	Send to small customer asap after SC or MC entered or if requested. Free of charge unless subsequent request within 12 month period. Must contain summary of rights under ERC, EA and regs and contract (2.1).	Within 2 business days of new connection or transfer (can be by post) or on request or asap after deemed contract begins (26.2(a)). Must summarise all rights (26.2(b)). If significant number NESB must provide in customers language (26.2(c)). Periodically include statement on bill that entitled to receive free copy of charter (26.2(d)).	Asap after application received from SRC for supply under SC provide doc that sets out (a) relevant guaranteed service standards (b) standard form parts of the contract (c) dispute rights (d) rebates or relief (e) how copies of SC can be obtained - in different languages info about interpreter services (13)	With initial account unless provided previously (and again where changed) provide statement (in simple language, and in 5 most common non English versions) summarising rights for franchise customers (9.1). Summary must deal with service standards, right to info, right to complain, interpreter services, Utility right to payment, disconnection, access and asset protection (9.2(1) & (2))	Must be approved by regulator stating services and level of standard, basis for accounts, frequency, payment options, inquiry or complaint procedure, emergency number (Code 9.6(a)). Must send or give copy within 6 months of commencement of contact and to new customer at or before sending first account (9.6(b)).	VIC and NSW



Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Force majeure	Silent	Obligations other than to pay are suspended (can agree otherwise), prompt notice must be given (retailer deemed to give where event widespread and 24 hour telephone service operating), best endeavours to minimise, no requirement to settle industrial dispute, no variation of s78 NEL (13).	Obligations suspected, each must give the other prompt notice (retailer deemed notice if 24 hour message service operating w/i 30 minutes), estimate of duration, minimisation strategies. Can agree customer not to have benefit. No requirement to settle industrial dispute, not to exclude s117 of EIA or 78 NEL (18).	Silent	Retailer must comply with applicable performance standards to the extent that events or conditions outside the retailer's control, including declared emergencies, prevent them from complying with the performance standards (11.1 (2)).	Silent	VIC
Limitation of liability	An electricity entity is not liable for damages to a person for partial or total failure to supply electricity unless the failure is due to bad faith or negligence (EA 97(1)).	Limitation in MC cannot be any greater than that provided for in clause 7 of Pt B ERC (13.7).	Retailer may not limit for breach or negligence, or require domestic customer to take precautions for risk of loss or damage which may result from poor quality of supply (16(a) and (b)). Can include clause to acknowledge retailers responsibilities for quality and reliability of supply or requiring business customer to take reasonable precautions to minimise risk (16(b)).	Silent	*SC may provide that Utility not liable for interruption caused by events beyond its control, not caused by negligence of Utility and otherwise complied with performance standards (19.5)	Silent	VIC

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Indemnity	Silent	Silent	Retailer must not include a clause which would entitle retailer to recover where breach or negligence by customer any amount greater than under common law or statute (17)	Silent	Silent	Silent	VIC
Marketing							
Notes	Silent	EMM applies except where excluded in agreement between retailer and a small business consumer (consumption greater than 160MWh pa in aggregate across a number of connection points) Note interaction of Fair Trading Act means that if the FTA applies (ie, to contact times or “manner and form” requirements for door-to-door contracts) then the FA “wins” and displaces the EMC.	CCM applies to consumers of less than 160MW hours of electricity per year.	MCC applies only to small customers (less than 160 MWh pa)	Clause 28 Consumer Protection Code applies – only to negotiated contracts with small non-franchise customers (less than 100 MWh pa)	Silent	N/A



Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
General conduct	Silent	Must not engage in misleading or deceptive or unconscionable conduct (4.1.1(b)). Provide truthful information in plain language that is relevant to that consumer (4.1.1(e), (f)).	Not engage in misleading or deceptive conduct, unconscionable conduct, ensure all relevant facts provided and not exaggerated, ensure comparisons are clear and factually correct etc (6.2). <i>Note applicable sections of the Fair Trading Act 1999 (Vic) which are cross-referenced.</i>	Must not engage in misleading, deceptive or unconscionable conduct (6.1.1). Provide customers with information in plain language (6.1.2).	Must not harass or coerce (28.1(1)(a)). If customer accepts invitation to treat must provide contract information including charges, cooling-off	Silent	VIC
Consent to contact	Silent	If customer requests termination of contact must immediately comply (5.1(a)) and refrain from contacting again for next 20 business days from date of request (4.5.1(b)) and advise of existence and contact details of dispute resolution service (4.5.1(c)).	Retailers should keep records of consumers that have been asked not to be contacted and at request provide written confirmation that consumer has been provided on No Contact List. In the event that the consumer changes address the No Contact request may be removed from the list (5.4).	If customer indicates at any time that does not wish to proceed (either where telephone (6.2.2), customer premises (6.3.2) or other premises (6.4.2) or by email (6.5.2)) must cease and not contact for purposes of marketing for at least next 30 days (6.6) or at all if requested by customer (6.6.2) and must maintain 'not to be contacted list' for purposes of marketing (6.6.3 & 6.6.5). Must abide by 'no junk mail' and similar warnings at premises (6.6.4)	If customer indicates they do not wish to proceed, must promptly cease and not contact for 28 business days (28.2(2)).	Silent	SA

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Record of contacts	Silent	Marketer must maintain, for at least one year from date of contact, records of all marketing contacts with consumers, consumer requests not to be contacted and contacts that have been terminated at the consumer's request (5.1.1, 2, 3).	Must maintain records of the premises visited, dates and times including time that visit concluded and names of marketing rep – records shall be kept for 1 year and available for independent audit (5.5). Must maintain records where marketing rep initiates telephone call, the number called, time and date of calls, names of marketing reps – these must be kept for 1 year and made available for independent audit (5.6).	Must maintain records of name and telephone number/address of customers contacted (and of premises where marketing occurred if not customers premises), name of person making call/visit on behalf of marketer and times and dates of calls/visits for at least 1 year (6.2.5/6 & 6.3.4/5). Contact details and times/dates of correspondence by internet/email to be kept for 1 year (6.4.3, 6.5.3)	Silent	Silent	VIC
Contacting marketer	Silent	Must use best endeavours to provide customer with contact details of marketer or retailer (4.4.1) Where contact by telephone or email, must give sufficient details so that consumer can contact by telephone or email (4.8.1(b), 4.9.1(b))	Silent	Marketer must be able to be contacted in normal business hours (6.1.3).	Must ensure customer can contact during normal business hours (28.1(3)).	Silent	NSW



Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Contacting customer	Silent	Must not visit or telephone a consumer for marketing on Sundays or public holidays, Saturdays except between 9am and 5pm or outside of 9am and 8pm any other day (4.2).	Must not contact: in person at any time on Sunday or public holidays, on Saturday outside hours of 9am to 5pm, on any other day outside hours of 9am to 8pm, and must not remain on the premises, unless at the prior request of the consumer, for more than 1 hour; by telephone at any time on a public holiday or on Sat or Sun outside hours of 9am to 5pm or on any other day outside hours of 9am to 8pm. (5.1). <i>Note the permissible hours are slightly tighter in the Fair Trading Act 1999 (Vic).</i>	Must not telephone or visit customers premises on Christmas Eve after 5pm, Christmas Day, Boxing Day, Good Friday, Easter Sunday or outside of 8am to 8.30pm weekdays and 9am to 7pm Sat, 10am to 7pm Sun (6.2.3 & 6.3.3). Where commenced telephone call within permitted times must not continue outside of these for more than 15 minutes without customer consent (6.2.4)	Must not contact during public holiday, Sat/Sun b/w 5pm and 9am, any other day b/w 8pm to 9am (28.1(2)).	Silent	VIC

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Identification of marketers	Silent	<p>Must advise of purpose for marketing contact and provide name of salesperson and name of marketer and retailer (if different) (4.3.1).</p> <p>Must have ID card with name, photograph and name of retailer / marketer where different (4.6.1). Must also give retailer's telephone number and address of service if requested (4.6.2)</p>	<p>On first entering into negotiations at customers premises and otherwise on request, must show ID with name, photo, retailer name, business address of retailer, retailers contact number (5.2). Where contact by telephone must provide at earliest reasonable opportunity operator's first name and ID number, retailer's name/number, purpose of call, and on request name of telesales agency (5.3).</p>	<p>Where contact by telephone marketer must provide name (and produce ID card with photo + business name/address and ABN where contact by visit to premises), contact number, purpose of call/visit and ask whether to proceed (6.2.1 & 6.3.1)</p>	<p>Must identify individual name and company employed by and Utility on whose behalf marketer is calling, explain purpose of contacting (28.2(1)).</p>	Silent	NSW
Complaints against marketers	Silent	<p>Must prepare procedures for approval to ESCoSA (8.1).</p> <p>Must deal with complaint handling, notification and referral to Ombudsman (8.2).</p>	<p>Retailers must have an internal process for handling complaints and resolving disputes which comply with AS 4269. This process will be provided at no cost to consumers. If the complaint is not resolved internally the retailer shall provide info on EWOV (10).</p>	<p>Must monitor and keep record of complaints (5.2.1(a)). Provide Ombudsman with information, pay fees or other amounts in accordance with Ombudsman decision, agree to be bound by decision (5.3). Also in ESA s96B(1)(b) says EWON has jurisdiction to deal with disputes between small retail customers in relation to complaints about electricity marketers.</p>	<p>Retailer must develop, maintain and implement procedures to deal with consumer's complaints against agents of the retailer (including marketers) (CPC – cl 6.1 (1)(b)).</p>	Silent	NSW and VIC



Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Compliance with code	Silent	Retailer must comply with EMC and non-regulated marketer is encouraged to comply (2.1, 2.2). Code reviewed by Commission in accordance with <i>ESC Act 2002</i> (12.1) and within 12 months of commencement (12.2).	Compliance with the CCM and the CCM's operation shall be monitored by the ESC and formal liaison will occur with EWOV (1.4).	Must comply with MCC and ensure that any person employed or who could reasonably be considered to represent complies (5.1). Conduct annual audits of compliance (5.2.1 (b)).	Marketer must understand and comply with the obligations under the code and applicable laws; have product knowledge, including knowledge about tariffs, billing procedures, payment options and redress available to customers experiencing financial difficulty; understand and be able to explain offers; understand what is misleading, deceptive and unconscionable conduct. (CPC – cl 27.1)	Silent	NSW and ACT
Records of consent to agreement	Silent	Must retain records of explicit informed consent obtained for at least 2 years (9.2). Record must be sufficient to answer enquiries (9.3).	A retailer shall not transfer without consumers' explicit informed consent. This consent must be able to be verified (7.1). Retailers shall ensure that records are kept of their compliance with consent auditing procedures (7.3).	All agreements must be in writing and, except for SC, must be signed and record retained for 1 year (6.1.5 & 6.1.6)	A retailer must not transfer electricity supply unless the retailer has the informed consent of the customer. A customer has given informed consent if the customer has been fully and accurately informed of what they are consenting to; understand what they are consenting to; and give consent in writing, including in accordance with the <i>Electronic Transactions Act (2000) ACT</i> .	Silent	ACT and SA regarding period to keep.



Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
<p>Information to be provided before or at time of entry into arrangement</p> <p>NSW cont></p> <p>Info to include name/address marketer/supplier, commission, offer period, contract duration, price/costs, differences b/w SC, cooling-off, person arranging connection if not customer, security deposit, penalties for load variation or early termination, right to complain, existence of MCC, commencement of supply, that signing constitutes written consent, other info necessary for informed consent, right to enter NC (7.1.7). Must if requested must explain terms of SC (7.2).</p>	Silent	<p>Where contact in person, information to be provided in writing (4.7.1).</p> <p>Where consent required, must via disclosure statement, give accurate, verifiable and truthful information to the consumer (9.1).</p> <p>Disclosure statement to include name and address, commence date, prices, tariffs, costs, type and frequency of bills, payment methods, early termination charges, enforcement expenses, dispute resolution, right to rescind, commissions (6.1).</p>	<p>Type, frequency payment methods, prices, charges, tariffs, service levels, retailer's details, cancellation rights and charges, audit procedure, differences b/w contract and basic terms ERC, full terms of the contract where marketing reps contact off premises (6.3).</p>	<p>Except for SC marketer must obtain written acknowledgement of providing info (7.1.1), by incorporating statement next to signature (7.1.3) covering list of items in appendix (7.1.4), which acknowledgements must be kept for 1 year (7.1.5).</p>	<p>After a Consumer has accepted an invitation to treat from a Marketer, the Marketer shall provide the following information, in writing, to the Consumer at or immediately before the Consumer enters into a contract with the Utility: (1) type and frequency of Accounts and payment methods (2) details of charges and service levels, plus any fees/commissions Marketer receives (3) full name, address, tele number of Utility; (4) Consumer's entitlement to cooling-off period; (5) the length of the cooling-off period (6) rights to cancel or rescind contract and charges that would apply</p>	<p>Silent</p> <p>NSW cont> together with a notice explaining right to rescind and a notice that may be used by the Consumer to rescind (7) full terms of contract including period (8) name and contact number of the Utility responsible for connection services, if not arranged by the Utility providing the supply service (9) Consumer's right to make a complaint and to whom it should be made (10) any other information reasonably necessary for the Consumer to make an informed decision about entering into a contract.</p>	NSW or SA

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Where marketer not retailer	Silent	Retailer is responsible for conduct of any person employed, engaged or authorised to carry out marketing (2.3).	Silent	Marketer must provide retailer with written statement of compliance with MCC, which must not be false, misleading or deceptive (5.4). Before entering into a NC with a SRC the retailer must be satisfied that marketer has complied with the MCC (ESA 63I) and the marketer must provide to the retailer a statement to that effect (ESA 63J).	Where a Marketer is not a Utility, the Utility on whose behalf the Marketer is contracted must: (1) take steps to ensure that the Marketer meets the requirements set out in clause 27.1; and (2) obtain a written statement of compliance with the Code and all applicable Laws where the Marketer introduces a Consumer to the Utility or where the Marketer arranges or facilitates a supply arrangement on behalf of that Utility.	Silent	NSW or ACT