

# Gas Supply (Natural Gas Retail Competition) Regulation 2001

[2001-1013]



New South Wales

## Status Information

### Currency of version

Historical version for 20 June 2008 to 28 February 2010 (accessed 20 December 2024 at 4:40)

Legislation on this site is usually updated within 3 working days after a change to the legislation.

### Provisions in force

The provisions displayed in this version of the legislation have all commenced.

### Authorisation

This version of the legislation is compiled and maintained in a database of legislation by the Parliamentary Counsel's Office and published on the NSW legislation website, and is certified as the form of that legislation that is correct under section 45C of the [Interpretation Act 1987](#).

File last modified 31 August 2009

# Gas Supply (Natural Gas Retail Competition) Regulation 2001



New South Wales

## Contents

<b>Part 1 Preliminary</b> .....	7
1 Name of Regulation .....	7
2 Commencement .....	7
3 Definitions .....	7
4 Notes .....	9
<b>Part 1A Review of Tribunal decisions</b> .....	9
4A Applications for review: section 28 .....	9
4B Qualifications of members of review panels: section 29 .....	9
4C Appointment of deputies of members of review panels .....	9
4D Allowances for members of review panels .....	10
4E General procedure of review panels .....	10
4F Quorum .....	10
4G Presiding member .....	10
4H Voting .....	10
4I Determination and payment of costs .....	10
<b>Part 2 Standard suppliers</b> .....	11
5 Endorsement conditions generally .....	11
6 (Repealed) .....	11
<b>Part 3 Customers and customer rights</b> .....	11

<b>Division 1 Small retail customers</b> .....	11
7 Small retail customers who are entitled to apply to be supplied under the standard form customer supply contract .....	11
8 Small retail customers .....	11
9 Initial classification of small retail customers .....	12
10 Market operations rules .....	12
11 Notice procedures where small retail customers change supplier or status .....	12
12 Election to be supplied under standard form customer supply contract .....	13
13 Information given to persons who elect standard form contracts .....	14
13A Condition of authorisation relating to payment plans and discontinuance of supply .....	14
<b>Division 2 Discontinuance of supply</b> .....	16
14 Limitation on right to have premises supplied with gas by standard supplier .....	16
15 Discontinuance of supply under negotiated customer supply contract .....	17
<b>Division 3 Customer consultation</b> .....	17
16 Customer councils of standard suppliers .....	17
17 Customer councils of other suppliers .....	17
18 Functions of customer councils .....	18
19 Customer councils may have electricity functions .....	18
<b>Division 4 Charges and bills</b> .....	18
20 Obligations of suppliers .....	18
21 Variation of charges under a standard form customer supply contract .....	18
22 Variation of charges under a negotiated customer supply contract .....	19
23 Variation may not operate retrospectively .....	19
24 Contents of bills of small retail customers .....	19
25 Review of bills and related matters .....	20
26 Correction where customer undercharged .....	20
27 Correction where customer overcharged .....	21
28 Provision of information about bills and related matters .....	21
29 Billing period for customer supply contracts with small retail customers .....	21
30 Payment of bills by small retail customers .....	22
31 Matters related to gas consumption to be included in bill .....	22

32 How payments to be applied .....	23
33 Provision of historical billing information .....	23
34 Meter testing .....	23
35 Calculation of charges if increase in rates of charges occurs .....	24
36 Estimation of gas supplied .....	24
37 No access to meter.....	25
<b>Division 5 Customers other than small retail customers.....</b>	<b>26</b>
38 Application of Division .....	26
39 Contents of bills and debt collection procedures .....	26
40 Customer service standards.....	26
<b>Part 4 Customer supply contracts and supply arrangements.....</b>	<b>26</b>
<b>Division 1 Requirements for customer supply contracts and supply arrangements</b> .....	<b>26</b>
41 Effect of Part.....	26
42 Suppliers to supply gas under customer supply contracts .....	26
43 Negotiated customer supply contracts.....	27
44 Standard form customer supply contracts.....	27
45 Making of standard form customer supply contracts.....	27
46 Amendment of standard form customer supply contracts.....	27
47 Notice of standard form customer supply contracts and amendments .....	28
48 Requirements for customer supply contracts .....	28
49 Additional matters relating to guaranteed customer service standards .....	29
50 Information to be provided to small retail customers about contracts .....	29
51 Contract documents to be available at supplier’s office.....	30
<b>Division 2 Variation of guaranteed customer service standards.....</b>	<b>31</b>
52 Variation of guaranteed customer service standards .....	31
53 Notice of request to vary guaranteed customer service standards.....	31
<b>Division 3 New occupant supply arrangements .....</b>	<b>33</b>
54 New occupant supply arrangements .....	33
55 Terms of supply .....	33

56 Discontinuance of supply under new occupant supply arrangements.....	34
<b>Part 5 Review of decisions</b> .....	<b>35</b>
57 Decisions for which review may be sought by small retail customer.....	35
58 Application for review .....	35
59 Review of decisions by supplier .....	35
60 Manner of handling application .....	36
<b>Part 6 Gas industry ombudsman schemes</b> .....	<b>36</b>
61 Persons who may apply to gas industry ombudsman.....	36
62 Additional matters that may be covered by gas industry ombudsman schemes .....	36
63 Objectives of gas industry ombudsman schemes.....	36
64 Reports by gas industry ombudsman .....	37
65 Offences .....	37
<b>Part 7 Retailers of last resort</b> .....	<b>37</b>
<b>Division 1 Preliminary</b> .....	<b>37</b>
66 Definitions .....	37
<b>Division 2 Endorsements of retailers of last resort</b> .....	<b>38</b>
67 Conditions of endorsement as retailer of last resort.....	38
68 Last resort supply arrangements.....	38
<b>Division 3 Operation of last resort supply</b> .....	<b>39</b>
69 Commencement of last resort supply arrangements.....	39
70 Last resort supply events .....	41
71 Notice to customers .....	42
72 Terms and conditions applying to small retail customers .....	43
73 Commencement of discontinuance procedures by retailer of last resort .....	43
74 Market operations rules.....	44
<b>Part 8 Social programs for energy</b> .....	<b>45</b>
75 Objects of Part.....	45
76 Directions to suppliers.....	45
77 Re-assessment of costs of compliance with direction.....	46

78 Costs of proceedings .....	46
79 Market operations rules .....	47
<b>Part 9 Miscellaneous</b> .....	<b>47</b>
<b>Division 1 General matters</b> .....	<b>47</b>
80 Market operations rule relating to network operators .....	47
80A Liability of scheme operator under market operations rules .....	47
81 How notice is to be given .....	47
82 Service of documents on supplier .....	47
82A Delegations .....	48
<b>Division 2 Savings and transitional provisions</b> .....	<b>48</b>
83 Definitions .....	48
84 Requirements for new customer supply contracts .....	48
85 Terms of supply where no existing customer supply contract .....	48
86 Existing billing provisions apply .....	49
87 (Repealed) .....	49
88 Customer councils .....	49
89 Payment plans for all suppliers .....	49
<b>Schedule 1 Requirements applicable to customer supply contracts</b> .....	<b>50</b>

# Gas Supply (Natural Gas Retail Competition) Regulation 2001



New South Wales

## Part 1 Preliminary

### 1 Name of Regulation

This Regulation is the *Gas Supply (Natural Gas Retail Competition) Regulation 2001*.

### 2 Commencement

This Regulation commences on 1 January 2002.

### 3 Definitions

In this Regulation:

**approved last resort supply arrangement** means a gas supply arrangement referred to in clause 42 (3) (b).

**business day** means a day that is not a Saturday or a Sunday or a day that is wholly or partly a public holiday.

**customer supply contract** means a standard form customer supply contract or a negotiated customer supply contract.

**delivery point** means the point on a natural gas distribution system at which gas is withdrawn from the system for delivery to a customer, being:

- (a) the inlet at a gas installation at a customer's premises, or
- (b) the outlet of basic metering equipment at a customer's premises.

**Delivery Point Identifier** means the numeric name of the delivery point.

**Director-General** means the Director-General of the Department of Energy, Utilities and Sustainability.

**gas** means natural gas.

**gas industry ombudsman** means the gas industry ombudsman appointed under an approved gas industry ombudsman scheme.

**gas marketer** has the same meaning as it has in Division 5 of Part 2A of the Act.

**guaranteed customer service standard** means a service standard set out in Part 2 of Schedule 1 or, if the standard is varied as referred to in Division 2 of Part 4, the standard as so varied.

**last resort supply arrangements** means the gas supply arrangements applicable under the plan required to be prepared and maintained by a retailer of last resort under clause 68.

**market operations rule** means a rule approved under section 33K of the Act.

**Marketing Code of Conduct** has the same meaning as it has in Division 5 of Part 2A of the Act.

**natural gas distribution system** means the gas pipes and associated equipment that are used to convey and control the conveyance of gas to the premises of customers.

**new occupant supply arrangement** means a gas supply arrangement referred to in clause 54.

**recognised code** or **recognised document** means a code or document approved in writing by the Director-General, notice of which has been given in a newspaper circulating throughout the State.

**residential premises** means:

- (a) any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence, and
- (b) includes a moveable dwelling (within the meaning of the [Local Government Act 1993](#)) or site on which a moveable dwelling is situated or intended to be situated (or both the moveable dwelling and the site), if the moveable dwelling is used or intended to be used as a place of residence.

**retailer of last resort** means a supplier to whose authorisation is attached a retailer of last resort's endorsement.

**retailer of last resort's endorsement** means an endorsement of a kind referred to in clause 67.

**review panel** means a review panel established under section 29 of the Act.

**the Act** means the [Gas Supply Act 1996](#).

#### **4 Notes**

The notes in this Regulation do not form part of the Regulation.

### **Part 1A Review of Tribunal decisions**

#### **4A Applications for review: section 28**

- (1) An application to the Minister for a review of a decision or a gas pricing order of the Independent Pricing and Regulatory Tribunal:
  - (a) must be in writing, and
  - (b) must state the basis of the application, and
  - (c) must be accompanied by a fee determined by the Minister.
- (2) The Minister must give notice of the application, and of the proposed review:
  - (a) in a daily newspaper circulating throughout New South Wales, or
  - (b) in such other manner as the Minister considers appropriate.

#### **4B Qualifications of members of review panels: section 29**

- (1) A person is not to be appointed to be a member or a deputy of a member of a review panel unless, in the opinion of the Minister, the person has appropriate qualifications or experience having regard to the matter to be investigated by the panel.
- (2) A person is not to be appointed to a review panel if the person:
  - (a) is an employee or an associate of the holder of the authorisation with which the review panel's investigation will be concerned, or
  - (b) has a direct or indirect pecuniary interest in a matter with which the review panel's investigation will be concerned, other than such an interest that the person has merely as a result of being a gas user.

#### **4C Appointment of deputies of members of review panels**

- (1) The Minister may, from time to time, appoint a person to be the deputy of a member of a review panel.
- (2) In the absence of a member, the member's deputy:
  - (a) may, if available, act in the place of the member, and
  - (b) while so acting, has all the functions of the member and is to be taken to be a member.
- (3) The deputy of the member who is chairperson of the review panel has the functions of

the chairperson while acting in the place of the chairperson.

- (4) No act, determination or proceeding of a review panel is invalid merely because at the time of the act, determination or proceeding there is a vacancy in the office of a member of the panel.

#### **4D Allowances for members of review panels**

A member or deputy of a member of a review panel is entitled to be paid such allowances as the Minister may from time to time determine in respect of the member or deputy.

#### **4E General procedure of review panels**

The procedure for:

- (a) the calling of and the conduct of business at meetings of a review panel, and
- (b) the conduct of investigations by a review panel,

is, subject to the Act and this Regulation, to be as determined by the panel.

#### **4F Quorum**

The quorum for a meeting of a review panel is 2 members.

#### **4G Presiding member**

- (1) The chairperson of a review panel (or, in the absence of the chairperson, another member elected to chair the meeting by the members present) is to preside at a meeting of the panel.
- (2) The person presiding at a meeting of a review panel has a deliberative vote and, in the event of an equality of votes, a second or casting vote.

#### **4H Voting**

A decision supported by a majority of the votes cast at a meeting of a review panel at which a quorum is present is the decision of the panel.

#### **4I Determination and payment of costs**

- (1) The costs of and incidental to proceedings before a review panel are, subject to the Act and this Regulation, to be as determined by the panel.
- (2) The costs may include any allowances payable to the members of the panel.
- (3) The liability for the payment of the costs is to be as determined by the Minister on the recommendation of the panel.
- (4) The costs may be recovered by or on behalf of the Minister in a court of competent jurisdiction as a debt due to the Crown.

## **Part 2 Standard suppliers**

### **5 Endorsement conditions generally**

For the purposes of section 33A (2) (c) of the Act, it is a condition of a standard supplier's endorsement that the supplier must only accept applications under section 33C (1) of the Act if they are in accordance with clause 12.

### **6 (Repealed)**

## **Part 3 Customers and customer rights**

### **Division 1 Small retail customers**

#### **7 Small retail customers who are entitled to apply to be supplied under the standard form customer supply contract**

For the purposes of section 33C (1) (b) of the Act, the premises of a small retail customer are connected to a distribution pipeline if:

- (a) there is in or on the premises a meter connected by means of gas pipes or associated equipment through gas works to a natural gas distribution pipeline, and
- (b) the meter, pipes, equipment and gas works are capable of safely conveying gas in accordance with the Act, this Regulation and any other regulations made under the Act.

#### **8 Small retail customers**

- (1) For the purposes of section 33R of the Act, the prescribed rate referred to in subsection (7) of that section is 1,000 gigajoules per year.
- (2) The following provisions apply for the purpose of estimating or measuring the consumption or expected consumption of gas so as to determine whether or not a customer is a small retail customer:
  - (a) consumption is to be measured or estimated in respect of all premises that are owned or occupied in this State by the customer and that are covered by the same customer supply contract,
  - (b) consumption in the immediately preceding period of 12 months is to be measured (if applicable) by having regard to gas consumption recorded in bills rendered during the relevant period or meter readings during the period.
- (3) A supplier must determine the rate of consumption or expected consumption of gas of a customer of the supplier for the purpose of determining whether or not the customer is a small retail customer at the following times or intervals:
  - (a) at the commencement of a customer supply contract,

- (b) if the terms and conditions of a customer supply contract relating to the customer are renegotiated and agreed to by the customer,
- (c) at intervals of not less than 12 months during the term of a standard form customer supply contract,
- (d) at any time that the supplier becomes aware that a customer may consume gas at premises at a rate of less than 1,000 gigajoules per year, unless otherwise provided by the customer supply contract.

(4) It is a condition of a supplier's authorisation that the supplier comply with this clause.

### **9 Initial classification of small retail customers**

- (1) It is a condition of the authorisation of a supplier holding an authorisation on the commencement of this Regulation that, not later than one month after that commencement, the supplier identify each customer of the supplier who is a small retail customer.
- (2) A customer who is so identified is, for the purposes of the Act and this Regulation, taken to be a small retail customer until otherwise classified in accordance with this Regulation.

### **10 Market operations rules**

Market operations rules may be made for or with respect to the following matters:

- (a) the notification of customer classification determinations by suppliers,
- (b) the registration, maintenance and disclosure of customer classification determinations by suppliers.

### **11 Notice procedures where small retail customers change supplier or status**

- (1) This clause applies if any of the following events occur:
  - (a) a supplier becomes aware that a person who is or may be a small retail customer is being supplied with gas by the supplier and is not subject to a customer supply contract but is subject to a new occupant supply arrangement,
  - (b) (Repealed)
  - (c) the period of supply of gas under a customer supply contract (other than a standard form customer supply contract) with a small retail customer ends,
  - (d) a supplier reclassifies a small retail customer taking supply under a standard form customer supply contract as being a customer who is not a small retail customer.
- (2) The supplier must give written notice to the person or customer concerned of the

following matters:

- (a) that, if the person or customer wishes to continue to be supplied with gas at the premises, the person or customer must arrange supply under a customer supply contract with the supplier or another supplier,
  - (b) whether or not the person or customer is entitled to elect to take supply from a standard supplier under a standard form customer supply contract and, if the person or customer is so entitled and the supplier is not the relevant standard supplier, the contact details of the Tribunal,
  - (c) any charges that the person or customer may be liable to pay if the person or customer does not arrange supply under a customer supply contract,
  - (d) the circumstances in which the supplier may arrange for discontinuation of supply and the date on or after which the supply of gas to the person's or customer's premises may be discontinued.
- (3) The notice is to contain, in community languages (including Arabic, Cantonese, Vietnamese, Italian, Greek, Spanish and any other language approved by the relevant customer council) information about the availability of interpreter services for the languages concerned and telephone numbers for the services.
- (4) In a case where the period of supply under a negotiated customer supply contract ends, the notice must be given not later than 21 days before the end of the period of supply under the contract.
- (5) In any other case, the notice must be given as soon as practicable after the relevant event occurs.
- (6) It is a condition of a supplier's authorisation that the supplier comply with this clause.
- (7) A notice given under this clause may also constitute a notice given for the purposes of a customer supply contract if it complies with any requirements of the contract in relation to such a notice.

## **12 Election to be supplied under standard form customer supply contract**

- (1) An election to be supplied with gas by a standard supplier under a standard form customer supply contract may be made in writing, by telephone or by any means acceptable to the supplier.
- (2) As soon as practicable after the election is made, the supplier is to issue a written notice to the customer containing the following particulars:
  - (a) the name of the customer,
  - (b) the premises to be supplied with gas,

(c) the customer's Delivery Point Identifier,

(d) the date that supply of gas commenced or is expected to commence.

(3) The notice is to include the document required to be provided under clause 13.

### **13 Information given to persons who elect standard form contracts**

(1) As soon as practicable after an election is made by any person who is or may be a small retail customer for the provision of supply of gas under a standard form customer supply contract, a standard supplier must furnish the customer, free of charge, with a document:

(a) that sets out any relevant guaranteed customer service standards, and

(b) that indicates that those standards form part of the relevant customer contract, and

(c) that contains a statement of the customer's rights in relation to disputes and resolution of disputes with the supplier, including particulars of any applicable approved gas industry ombudsman scheme and the procedures for referring complaints and disputes to the gas industry ombudsman under that scheme, and

(d) that indicates how copies of the supplier's customer supply contracts may be obtained, and

(e) that contains information on any available rebate or relief scheme under which a customer may obtain relief from charges, and

(f) (Repealed)

(2) The document is to contain, in community languages (including Arabic, Cantonese, Vietnamese, Italian, Greek, Spanish and any other language approved by the relevant customer council) information about the availability of interpreter services for the languages concerned and telephone numbers for the services.

(3) It is a condition of a standard supplier's authorisation that the supplier comply with this clause.

### **13A Condition of authorisation relating to payment plans and discontinuance of supply**

(1) It is a condition of a supplier's authorisation who supplies gas to small retail customers that the supplier operate a payment plan:

(a) applying to those small retail customers who own or occupy residential premises and who are, in the supplier's opinion, experiencing financial difficulty, and

(b) that complies with subclause (2) and is approved by the Minister for the purposes of this clause.

- (2) The payment plan must:
- (a) enable customers to make payments by instalments, in advance or arrears, and
  - (b) provide for the customer to be informed of the following matters:
    - (i) the period, or periods, of the payment plan,
    - (ii) the amount of each instalment and the frequency of instalments,
    - (iii) if the customer is in arrears, the number of instalments required to pay the arrears,
    - (iv) if the customer is to pay in advance, the basis on which instalments are calculated, and
  - (c) provide for instalments to be calculated having regard to a customer's consumption needs, a customer's capacity to pay and the amount of any arrears a customer is required to pay, and
  - (d) provide procedures that are fair and reasonable for dealing with the financial difficulty faced by a customer who is obtaining the benefit of the scheme.
- (3) It is a condition of a supplier's authorisation who supplies gas to small retail customers who own or occupy residential premises that the supplier does not discontinue the supply of gas to those premises on the grounds that the customer has failed to provide a required security or pay an amount due with respect of the supply of gas unless:
- (a) the supplier provides written notice of the supplier's intention to do so to the customer, indicating that, if the customer is experiencing financial difficulty, the customer may apply for assistance under the payment plan operated by the supplier, and
  - (b) the customer fails to apply for assistance under the payment plan by the date indicated in the notice as the date by which the customer must make such an application, or having made such an application, is assessed by the supplier to be ineligible for assistance under the payment plan.
- (4) Subclause (3) does not apply to any discontinuance of supply on the grounds of failure to make due payment of money in accordance with a payment plan.
- (5) The Minister's approval of a payment plan:
- (a) has effect for the period of time specified in the approval, and
  - (b) is subject to such conditions (such as a condition requiring the supplier to submit the payment plan for review when requested by the Minister) as the Minister may specify in the approval.

## **Division 2 Discontinuance of supply**

### **14 Limitation on right to have premises supplied with gas by standard supplier**

- (1) For the purposes of section 33C (4) of the Act, a standard supplier is authorised to refuse to supply premises with gas, or to discontinue the supply of gas, if the person who owns or occupies the premises:
  - (a) has failed to provide the security required by the standard supplier for the payment of any charge with respect to the supply of gas by the supplier, or
  - (b) has failed to pay an amount due to the standard supplier with respect to the supply of gas, or
  - (c) has refused or failed to give an inspector access to any premises supplied with gas by the standard supplier in accordance with any right to access provided for in the Act, any other regulation made under the Act or in the customer supply contract, or
  - (d) has obstructed an inspector in relation to any act, matter or thing done or to be done in carrying out any function under the Act, any other regulation made under the Act or the relevant customer supply contract, or
  - (e) is a small retail customer taking supply under a standard form customer supply contract who is reclassified as not being a small retail customer, or
  - (f) is a small retail customer taking supply under a negotiated customer supply contract with the standard supplier and the period of supply of gas under that contract ends, or
  - (g) is not a party to a customer supply contract, new occupant supply arrangement or a last resort supply arrangement.
- (2) A standard supplier must not refuse or discontinue the supply of gas to premises on a ground referred to in subclause (1) (a)-(d) unless the supplier has:
  - (a) in the case of premises owned or occupied by a small retail customer, complied with the requirements of the customer supply contract and this Regulation, or
  - (b) in any other case, given the customer reasonable notice of its intention to discontinue supply to the premises to allow the customer a reasonable opportunity to remedy that ground.
- (3) A standard supplier must not refuse or discontinue the supply of gas to premises on a ground referred to in subclause (1) (e), (f) or (g) unless the supplier has given the customer notice under clause 11 and a reasonable time to enter into a customer supply contract.

- (4) Nothing in this clause affects the right to interrupt continuous supply as agreed in a customer supply contract.
- (5) Nothing in this clause affects any right or obligation to refuse to supply gas, or to discontinue the supply of gas, to premises arising from the operation of the Act, this Regulation or any other regulations made under the Act.

### **15 Discontinuance of supply under negotiated customer supply contract**

It is a condition of a supplier's authorisation that the supplier must not discontinue the supply of gas to the premises of a small retail customer under a negotiated customer supply contract unless the supplier has complied with the requirements of the contract relating to discontinuance.

## **Division 3 Customer consultation**

### **16 Customer councils of standard suppliers**

- (1) A standard supplier must appoint at least one customer council.
- (2) A customer council appointed by a standard supplier is to be constituted in accordance with a charter approved by the Minister.
- (3) Any such charter may also provide for other matters relating to the customer council, including the procedure of the council (including meeting intervals), funding of the council and access to information by the council.
- (4) It is a condition of a standard supplier's authorisation that the supplier must, within the time required by the Minister:
  - (a) prepare a charter governing the constitution and procedure of a customer council appointed by the supplier, and
  - (b) submit the charter for approval by the Minister.
- (5) The Minister may, for the purposes of this clause, approve as a charter of a customer council the charter of a customer consultative group approved under the *Electricity Supply (General) Regulation 2001*.

### **17 Customer councils of other suppliers**

- (1) A supplier (other than a standard supplier) may establish a customer council in accordance with the provisions of Part 2 of the *Gas Supply (Customer Protection—LPG and Other Gases) Regulation 1997* that are applicable to distributors.
- (2) The provisions of that Part apply to a supplier (other than a standard supplier) in the same way as they apply to a distributor.

## **18 Functions of customer councils**

For the purpose of exercising its function of advising the supplier on matters concerning the supply of gas to customers, a customer council may provide information and advice on the following matters:

- (a) the form and content of the guaranteed customer service standards,
- (b) any improvement in the way the supplier operates that the customer council believes would benefit customers,
- (c) any other matters relating to the supply of gas that the customer council believes have a considerable effect on customers,
- (d) such other matters as the supplier and the customer council agree should be the subject of information and advice.

## **19 Customer councils may have electricity functions**

Nothing in this Regulation prevents the same body from being both a customer council for the purposes of this Regulation and a customer consultative group for the purposes of the [Electricity Supply Act 1995](#).

## **Division 4 Charges and bills**

### **20 Obligations of suppliers**

It is a condition of a supplier's authorisation that the supplier must comply with the applicable provisions of this Division.

### **21 Variation of charges under a standard form customer supply contract**

- (1) A variation in the rates of charges for gas supplied by a supplier under a standard form customer supply contract has no effect, and may not be imposed by the supplier, unless a notice setting out particulars of the variation is first:
  - (a) published by the relevant supplier in a newspaper or newspapers circulating throughout New South Wales or the area in which the variation is to take effect and on the supplier's internet site, or
  - (b) in relation to gas supplied only to a particular customer or group of customers, served on the customer or group of customers.
- (2) The particulars to be set out in the notice must:
  - (a) specify the date on or after which the variation is to take effect, being a date that is later than the date the notice is published or served, and
  - (b) include a statement of the new rates or the amount of the variation.

- (3) The notice may have general application or may be limited in its application by reference to specified exceptions or factors.

## **22 Variation of charges under a negotiated customer supply contract**

- (1) A variation in the rates of charges for gas supplied by a supplier under a negotiated customer supply contract with a small retail customer has no effect, and may not be imposed by the supplier, unless a written notice setting out particulars of the variation is served on the customer.
- (2) The particulars to be set out in such a notice must:
- (a) specify the date on or after which the variation is to take effect, being a date that is later than the date the notice is served, and
  - (b) include a statement of the new rates or the amount of the variation.

## **23 Variation may not operate retrospectively**

A variation in the rates of charges for gas supplied under a customer supply contract for which notice is required to be given under this Division operates from the date specified in the relevant notice of the variation and does not operate retrospectively.

## **24 Contents of bills of small retail customers**

- (1) The information to be included in a bill issued by a supplier under a customer supply contract with a small retail customer must include the following:
- (a) the customer's name and bill number, the address of the customer's premises and any relevant mailing address,
  - (b) the customer's Delivery Point Identifier and checksum, prominently displayed,
  - (c) the dates on which the billing period began and ended,
  - (d) the total charges to be paid by the customer,
  - (e) the charges payable for services provided or arranged by the supplier, separating those charges into charges in respect of gas supply and charges in respect of other services and goods provided,
  - (f) the date by which the bill must be paid,
  - (g) the amount of any arrears and the due date for payment of the arrears,
  - (h) the amount of any credit received,
  - (i) any amount deducted, credited or received under:
    - (i) any Government funded rebate or relief scheme, or

- (ii) any payment plan operated by the supplier,
  - (j) the methods by which the bill may be paid,
  - (k) the name of, and details of the availability of, any Government funded rebate or relief scheme,
  - (l) contact details for the supplier's bill and payment enquiries service and a 24 hour contact phone number for faults and difficulties (prominently displayed on the bill),
  - (m) details of the availability of, costs of and refunds relating to, meter reliability tests,
  - (n) in community languages (including Arabic, Cantonese, Vietnamese, Italian, Greek, Spanish and any other language approved by the relevant customer council) information about the availability of interpreter services for the languages concerned and telephone numbers for the services.
- (2) The supplier must include in the bill particulars of the amount of any security held by the supplier, if requested to do so by the customer.

## **25 Review of bills and related matters**

- (1) A small retail customer may make a complaint to a supplier about a bill issued by the supplier to the customer under a customer supply contract or any matter related to the bill or charges charged by the supplier to the customer, including for services arranged by the supplier.
- (2) A supplier must consider the complaint and may either determine that the bill or amount is correct or correct the bill or amount.
- (3) A review under this clause is taken to be a review under section 33E of the Act and Part 5 of this Regulation does not apply to any such review.

## **26 Correction where customer undercharged**

- (1) If on a review of a complaint by a small retail customer, or at any other time, a supplier determines that the customer has been charged less than the amount that should have been charged under the customer supply contract concerned, the supplier may recover the amount that should have been charged.
- (2) However, the supplier may not recover an amount payable in respect of a period that is more than 12 months before the date on which the supplier notifies the customer of the determination.
- (3) The amount to be recovered must be listed separately, and explained, on a bill issued to the customer and interest may not be charged on the amount.

- (4) The supplier must give the customer a period of time to pay the amount to be recovered that is at least equal to the period during which the undercharging occurred, if requested to do so by the customer.

## **27 Correction where customer overcharged**

- (1) If on a review of a complaint by a small retail customer, or at any other time, the supplier determines that the customer has been charged more than the amount that should have been charged under the customer supply contract concerned, and the amount overcharged exceeds \$25, the supplier must:
  - (a) inform the customer not later than 10 business days after becoming aware of the overcharging, and
  - (b) reimburse the amount overcharged to the customer in accordance with the customer's instructions or if, no instructions are given, credit the amount to the customer in the next bill issued to the customer, and
  - (c) pay interest on any overcharged amount paid by the customer at the rate prescribed under section 101 of the *Civil Procedure Act 2005* for payment of interest on a judgment debt.
- (2) If any overcharged amount paid by the customer does not exceed \$25, the supplier must:
  - (a) credit the amount to the customer in the next bill issued to the customer, and
  - (b) credit interest on that amount at the rate prescribed under section 101 of the *Civil Procedure Act 2005* for payment of interest on a judgment debt.

## **28 Provision of information about bills and related matters**

- (1) A supplier must, if requested to do so by a small retail customer, supply the following information to the customer within a reasonable time of receiving the request:
  - (a) information about the current status of the customer's bill or account,
  - (b) information about meter readings and meter registrations connected with a bill.
- (2) The supplier must provide the information free of charge.

## **29 Billing period for customer supply contracts with small retail customers**

- (1) A bill must be issued by a supplier under a customer supply contract to a small retail customer at least once every 3 months.
- (2) In the case of a negotiated customer supply contract, a small retail customer and the supplier may agree that a bill may be issued at different intervals.

### **30 Payment of bills by small retail customers**

- (1) The date for payment on any bill issued for the first time by a supplier under a customer supply contract with a small retail customer must be not less than 12 business days after the date on which it is sent out to the customer.
- (2) A supplier must accept payment by any such small retail customer of an amount owing to the supplier by any of the following payment methods:
  - (a) by cash, cheque or credit card at an office or agent of the supplier,
  - (b) by post by means of cheque or credit card,
  - (c) by telephone by credit card,
  - (d) by direct debit from a cheque, savings or credit card account,
  - (e) by any other method agreed with the supplier.
- (3) The supplier may not impose any charge in connection with, or resulting from, a method of payment used by the customer and listed in subclause (2) (a)–(d).
- (4) Despite subclauses (2) and (3), a supplier and a small retail customer may agree under a negotiated customer supply contract as to the method or methods of payment of amounts owing to the supplier and any charges applicable to the method or methods.
- (5) If requested by a small retail customer, the supplier must accept payment in advance for the supply of gas or any other services or other charges under a customer supply contract.

### **31 Matters related to gas consumption to be included in bill**

- (1) The information to be included in a bill issued by the supplier under a standard form customer supply contract must include the following:
  - (a) the particulars of meter readings for the period,
  - (b) the estimated or measured quantity of gas supplied in megajoules,
  - (c) particulars of any rates of charges applicable to the supply of gas,
  - (d) particulars of the average daily consumption of all gas supplied during the billing period in respect of that bill (expressed in megajoules),
  - (e) if a bill was rendered by the same supplier for the corresponding billing period during the previous year, particulars of the average daily consumption during that previous billing period.
- (2) The information to be included in a bill issued by a supplier under a negotiated

customer supply contract with a small retail customer must include the information set out in subclause (1) (b)–(e) if charges for the supply of gas under the contract are based on the customer’s gas consumption.

### **32 How payments to be applied**

If a supplier supplies, under a customer supply contract, other goods or services in addition to the supply of gas to a small retail customer, the supplier must apply any payments received from the customer firstly towards payment of any electricity related charges and then towards payment of gas related charges, unless otherwise directed by the customer.

### **33 Provision of historical billing information**

- (1) A supplier must, if requested to do so by a small retail customer or former small retail customer, give to the customer copies of, or information about, previous bills issued by the supplier to the customer within a reasonable time of receiving the request.
- (2) The supplier must provide the copies free of charge but may charge the small retail customer for the reasonable costs of obtaining and supplying copies of a bill if:
  - (a) the billing period occurred more than 2 years before the request, or
  - (b) copies or information has been provided under this clause within the previous 12 months.
- (3) The supplier may provide copies of bills, or billing information, to a person other than the small retail customer only if the customer consents in writing to the provision of the bills or billing information to the other person.
- (4) For the avoidance of doubt, this clause does not prevent a supplier from providing consumption information for the purposes of customer registration, customer transfer, gas nomination, balancing and reconciliation systems or for any other purpose that the supplier is legally required to do so.

### **34 Meter testing**

- (1) If a supplier determines that a bill or amount is correct on a review of a bill requested by a small retail customer, the customer has a right to request that the meter be tested in accordance with any applicable laws, market operations rules, codes or standards, including the [Gas Supply \(Gas Meters\) Regulation 1997](#).
- (2) The supplier may request that the small retail customer pay in advance the reasonable cost of testing the meter. The supplier is not required to test the meter if the small retail customer refuses to pay the amount in advance.
- (3) If the meter is found to be inaccurate the supplier must refund any amount paid in advance and the customer is not liable to pay the cost of testing if the meter is found

to be inaccurate.

### 35 Calculation of charges if increase in rates of charges occurs

- (1) If a bill is issued for a billing period under a customer supply contract with a small retail customer in which there is an increase in the rates of charges for gas supplied, the charge for gas supplied during the period is to be calculated using the following methodology, or an equivalent methodology:
  - (a) the gas supplied for the whole period is to be charged for at the rate applicable at the end of the period, and
  - (b) for each variation that occurred during that period, an adjustment component (calculated for that part of the period occurring prior to the variation) is to be deducted from the charge so calculated.
- (2) For this purpose, the adjustment component is to be calculated in accordance with the following formula:

$$A = \frac{d(N - C)}{n}$$

where:

**A** is the adjustment component.

**d** is the number of days in the billing period during which gas was supplied:

- (i) in the case of the first or only variation, before the variation took effect, or
- (ii) in the case of a second or subsequent variation, after the previous variation took effect and before the second or subsequent variation took effect.

**n** is the number of days in the billing period during which gas was supplied.

**N** is the amount of the charge for the whole of the billing period, calculated at the rate applicable at the end of the period.

**C** is the amount of the charge for the whole of the billing period, calculated:

- (i) in the case of the first or only variation, at the rate applicable immediately before the variation took effect, or
- (ii) in the case of a second or subsequent variation, at the rate applicable immediately before the second or subsequent variation took effect.

### 36 Estimation of gas supplied

- (1) If a supplier under a customer supply contract with a small retail customer finds:
  - (a) that metering equipment has ceased to register or has ceased to register correctly

the quantity of gas supplied, or

(b) that gas has been supplied without passing through metering equipment,

the supplier must estimate the quantity of or demand for gas supplied for any period of up to 6 months before the finding was made.

- (2) If gas is supplied under any such contract during a period, or part of a period, for which there is no meter reading, the supplier must estimate the quantity of or demand for gas supplied for the period or part of the period.
- (3) A small retail customer is liable to pay for, or is entitled to be paid a rebate for, the gas estimated under this clause.
- (4) The metering equipment is to be regarded as not registering correctly if it is an inaccurate gas meter within the meaning of the *Gas Supply (Gas Meters) Regulation 1997*.
- (5) The estimated bill is to be based on the small retail customer's historical meter data or, if the supplier does not have that data, the average daily consumption for the same class of customer supplied by the supplier, calculated for the period covered by the bill.
- (6) Interest is not payable in a case involving the supply of gas where overcharging is discovered by the supplier when reconciling charges made on the basis of estimation under this clause with actual gas consumption.
- (7) This clause does not apply to a negotiated customer supply contract if charges for the supply of gas under the contract are not based on the customer's gas consumption.

### **37 No access to meter**

- (1) If a supplier under a customer supply contract with a small retail customer, or a person on behalf of the supplier, is unable to obtain access to metering equipment for the purpose of determining the quantity of gas supplied, the supplier must ask the customer to elect:
  - (a) to pay an amount estimated in accordance with this Division and to have that amount reconciled in the next bill, or
  - (b) to pay an amount based on a determination by the supplier after obtaining access to the metering equipment.
- (2) Nothing in this clause prevents the supplier and the customer from agreeing that the customer is to pay an amount based on information provided by the customer as to the amount registered by the meter in respect of that period.
- (3) This clause does not apply to a negotiated customer supply contract if charges for the

supply of gas under the contract are not based on the customer's gas consumption.

## **Division 5 Customers other than small retail customers**

### **38 Application of Division**

This Division applies to customers (other than small retail customers) who are supplied with gas by suppliers.

### **39 Contents of bills and debt collection procedures**

- (1) The form and contents of a bill issued by a supplier to a customer under a customer supply contract must be in accordance with the requirements of the customer supply contract.
- (2) Procedures relating to debt collection relating to the supply of gas to a customer by a supplier must be in accordance with the requirements of the customer supply contract.

### **40 Customer service standards**

The standards of service to be provided by a supplier to a customer must be in accordance with the requirements of the customer supply contract.

## **Part 4 Customer supply contracts and supply arrangements**

### **Division 1 Requirements for customer supply contracts and supply arrangements**

#### **41 Effect of Part**

This Part does not limit any other provision (not inconsistent with the Act or this Regulation) that may be contained in a customer supply contract or prevent the inclusion in a contract of any other matter that may be included in a contract under the Act.

#### **42 Suppliers to supply gas under customer supply contracts**

- (1) It is a condition of a supplier's authorisation that the supplier must not supply gas to the premises of a customer otherwise than under a customer supply contract.
- (2) It is a condition of a supplier's authorisation that a customer supply contract:
  - (a) must comply with any conditions imposed on the supplier by the supplier's authorisation, and
  - (b) must not be inconsistent with the provisions of the Act or any other regulation made under the Act or any relevant gas pricing order, and
  - (c) must comply with any applicable requirements of this Regulation.

- (3) Despite subclause (1), a supplier may supply gas otherwise than under a customer supply contract if:
- (a) the gas is supplied to a customer under a new occupant supply arrangement that complies with Division 3, or
  - (b) the gas is supplied to a customer by a retailer of last resort and the supply is in accordance with Part 7 and the applicable last resort supply arrangements.

#### **43 Negotiated customer supply contracts**

A negotiated customer supply contract may (except as provided by this Regulation) contain such terms as the supplier and the customer agree, and the contract is enforceable accordingly.

#### **44 Standard form customer supply contracts**

A standard form customer supply contract prepared and notified under this Division is declared to be a standard form customer supply contract.

#### **45 Making of standard form customer supply contracts**

- (1) It is a condition of a standard supplier's endorsement that the standard supplier must prepare a standard form customer supply contract to establish the conditions on which it will supply gas to the premises of small retail customers who apply to be supplied with gas under standard form customer supply contracts.
- (2) It is a condition of a standard supplier's endorsement that the standard supplier must notify any relevant customer council, and must have due regard to its comments, before completing its preparation of a standard form customer supply contract.
- (3) Different forms of standard form customer supply contracts may be prepared for different classes of small retail customers.
- (4) Notice of the terms of a standard form customer supply contract must be published in a newspaper circulating throughout the relevant supply district.
- (5) The particulars to be set out in the notice are the particulars set out in clause 47.
- (6) A notice under this clause may be of general application or be limited in its application by reference to specified exceptions or factors.

#### **46 Amendment of standard form customer supply contracts**

- (1) From time to time a standard supplier may amend a standard form customer supply contract so as to vary the conditions on which it supplies gas to small retail customers.
- (2) This Part applies to and in respect of an amendment of a standard form customer

supply contract in the same way as it applies to and in respect of the preparation and making of a standard form customer supply contract.

#### **47 Notice of standard form customer supply contracts and amendments**

- (1) A notice of the terms of a standard form customer supply contract published in a newspaper must include the following particulars:
  - (a) that the standard form customer supply contract is a new contract,
  - (b) the date on or after which the standard form customer supply contract is to take effect, not being a date that is earlier than the first date the notice is published,
  - (c) whether the standard form customer supply contract applies to new customers only, or whether it also applies to existing customers,
  - (d) a summary of the scope, intent and general effect of the standard form customer supply contract,
  - (e) a summary of any relevant guaranteed customer service standards.
- (2) A notice of the terms of an amendment to a standard form customer supply contract published in a newspaper must include the following particulars:
  - (a) a description of the existing standard form customer supply contract to which the amendment relates,
  - (b) the date on or after which the amendment is to take effect, not being a date that is earlier than the first date the notice is published,
  - (c) whether the amendment applies to new customers only, or whether it also applies to existing customers under the relevant standard form customer supply contract,
  - (d) a summary of the scope, intent and general effect of the amendment,
  - (e) if the amendment gives effect to a variation of the guaranteed customer service standards, a summary of those standards, as varied.
- (3) An amendment to a standard form customer supply contract that arises from an amendment to a document referred to in that contract that is issued by Standards Australia, or is a recognised document, and that is expressed to be in force from time to time, takes effect on the date on which the amendment to the document is published by Standards Australia, or by the Director-General, or on such other date as that amendment is expressed to commence at the time of publication.

#### **48 Requirements for customer supply contracts**

- (1) The following contracts must comply with the requirements of Schedule 1:

- (a) standard form customer supply contracts,
  - (b) negotiated customer supply contracts between a supplier and a small retail customer.
- (2) Variations of a minor nature may be made to the requirements of Schedule 1 where necessary to enable the provisions to be more readily understood within the context of the contract, without affecting the substance of the provisions.

#### **49 Additional matters relating to guaranteed customer service standards**

- (1) The guaranteed customer service standards:
- (a) are to be set out in a section of the relevant contract under the heading “Guaranteed Customer Service Standards” and are required to be in or to the effect of the form of the requirements set out in Part 2 of Schedule 1, and
  - (b) are to include a statement to the effect that they comply with the requirements imposed under the Act with respect to customer service.
- (2) If the guaranteed customer service standards applicable under the contract are varied under Division 2, the provisions of Part 2 of Schedule 1 are taken to be varied in accordance with any variation of those standards under that Division.

#### **50 Information to be provided to small retail customers about contracts**

- (1) It is a condition of a supplier’s authorisation that, as soon as practicable after receiving a request by or on behalf of a small retail customer to do so, the supplier must provide the customer with the following documents:
- (a) a copy of the contract and any documents incorporated by reference in the contract,
  - (b) a copy of any document referred to in the contract that is not incorporated in the contract,
  - (c) a copy of the Act and this Regulation.
- (2) It is a condition of an authorisation that a supplier that enters a negotiated customer supply contract with a small retail customer must provide the customer, within 2 business days of the contract being entered into, with a copy of the contract and a disclosure notice.
- (2A) For the purposes of this clause, a **disclosure notice** is a document containing the following information in relation to the contract:
- (a) the name and contact details of the supplier,
  - (b) the name and contact details of a person responsible for arranging connection on

behalf of the customer (if any),

- (c) the premises to be supplied with gas,
  - (d) the commencement date and term of the contract,
  - (e) the extent to which the price offered is inclusive of all costs, and if the price offered is not inclusive of all costs, the particulars of the costs not included,
  - (f) the customer's right to enter into any applicable standard form customer contract, and how the terms of the contract differ from that standard form customer contract,
  - (g) a statement of the customer's rights under this Regulation in relation to the cooling-off period,
  - (h) any requirement for a deposit to be paid by the customer and when that deposit is payable,
  - (i) any penalties or charges imposed on the customer for any change including, but not limited to, any variation in consumption of gas or early termination,
  - (j) a statement of the customer's rights in relation to disputes and resolution of disputes with the supplier, including the procedures for referring complaints and disputes to the gas industry ombudsman.
- (3) The supplier must provide the first copy of any contract and the documents incorporated in the contract free of charge but may charge a reasonable fee for providing the documents referred to in the contract and not incorporated in the contract and any subsequent copies of any documents provided under this clause.

#### **51 Contract documents to be available at supplier's office**

- (1) It is a condition of a standard supplier's authorisation that the supplier make the following documents available for inspection, free of charge, at its offices during office hours:
- (a) copies of its standard form customer supply contracts and the document referred to in clause 13,
  - (b) a copy of any document incorporated by reference in a contract referred to in this clause and any document referred to in any such contract that is not incorporated in the contract.
- (2) It is a condition of a standard supplier's authorisation that the supplier, as far as practicable, make the documents referred to in subclause (1) available through the internet.

## **Division 2 Variation of guaranteed customer service standards**

### **52 Variation of guaranteed customer service standards**

- (1) At the request of a supplier, the Minister may, subject to this Division, vary the guaranteed customer service standards:
  - (a) in relation to all customer supply contracts issued by the supplier to which the standards apply, or
  - (b) in relation to a specified class of customer supply contracts issued by the supplier to which the standards apply, or
  - (c) in relation to all customer supply contracts issued by the supplier to which the standards apply other than a specified class of customer supply contract issued by the supplier.
- (2) If a guaranteed customer service standard is varied, the customer contracts concerned must be amended so as to accord with the variation.
- (3) Within 3 months after it amends the customer supply contracts concerned so as to accord with a variation under this clause, a supplier must cause notice of the text of those standards, as varied, to be given to each customer.

### **53 Notice of request to vary guaranteed customer service standards**

- (1) Before making a request to the Minister for the variation of any guaranteed customer service standard, the supplier:
  - (a) must seek directions from the Minister as to which persons or organisations it should consult with in connection with the proposed request, and
  - (b) must consult with:
    - (i) the persons and organisations identified in the directions referred to in paragraph (a), and
    - (ii) any relevant customer council, and
    - (iii) if the matter is one covered by an approved gas industry ombudsman scheme, the gas industry ombudsman, and
  - (c) must cause notice of its proposed request to be published in a newspaper circulating generally in the area in which its customers' premises are situated, and
  - (d) must conduct a public meeting, no earlier than 2 weeks after the date of publication of the notice referred to in paragraph (c), for the purpose of:
    - (i) informing members of the public of the proposed request, and

- (ii) allowing members of the public to express their views in connection with the proposed request, and
  - (e) must allow at least 2 weeks from the date of the public meeting for members of the public to make written submissions to the supplier in connection with the proposed request.
- (2) The notice referred to in subclause (1) (c):
- (a) must state that the supplier proposes to request that the guaranteed customer service standard concerned be varied, and
  - (b) must contain particulars of the proposed variation, and
  - (c) must state that a public meeting will be held, at a date, time and place to be specified in the notice, for the purpose of:
    - (i) informing members of the public of the proposed request, and
    - (ii) allowing members of the public to express their views in connection with the proposed request, and
  - (d) must state that members of the public are invited to submit written submissions to the supplier in connection with the proposed request, and
  - (e) must indicate the address to which, and the date by which, any such submissions should be delivered to the supplier.
- (3) When making the request, the supplier must furnish the Minister with:
- (a) evidence that the requirements of this clause have been complied with, and
  - (b) an assessment of the effect on its customers of the proposed variation of the guaranteed customer service standard (including, in particular, the financial effect of the proposed variation) assuming that the request is approved, and
  - (c) any submissions received by the supplier as a result of the action taken by it under this clause, and
  - (d) an assessment of all such submissions, and
  - (e) evidence that the guaranteed customer service standards that will be applicable to the supplier if the request is granted will be comparable with the minimum standards applicable to similar organisations in other fully competitive energy markets.

## Division 3 New occupant supply arrangements

### 54 New occupant supply arrangements

For the purposes of this Regulation, a supplier is taken to have entered into a new occupant supply arrangement with a person occupying premises (in this Division referred to as a **new occupant**) who is or may be a small retail customer if:

- (a) the supplier supplies gas to the premises, and
- (b) the premises are no longer occupied by the customer under the relevant customer supply contract applicable to those premises, and
- (c) the supplier:
  - (i) is not aware that the customer no longer occupies the premises, or
  - (ii) is or becomes aware of that fact and that the person occupies the premises and is being supplied with gas by the supplier.

### 55 Terms of supply

- (1) A supplier that becomes aware that gas is being supplied to a new occupant must supply gas under the new occupant supply arrangement at the lowest of the following:
  - (a) the charges that applied in respect of gas supplied to the premises immediately before the commencement of the arrangement,
  - (b) any applicable published charges in force immediately before that commencement or, if there are no published charges in force, the amount that the standard supplier in whose supply district the premises are located would have charged under a standard form customer supply contract for that supply during that period.
- (2) A supplier must not require any security from a person supplied with gas under a new occupant supply arrangement other than a security of a kind that could have been required of a customer for the payment of any charge with respect to the supply of gas under the customer supply contract last in force with respect to the premises before the commencement of the arrangement.
- (3) Clause 36 applies to or in respect of a new occupant supply arrangement in the same way that it applies to or in respect of a customer supply contract.
- (4) A supplier that contravenes this section is guilty of an offence.  
Maximum penalty: 100 penalty units.
- (5) In this clause:

**published charges** means charges published in a newspaper circulating generally in

the supply district in which the relevant premises are situated (whether or not the supplier is the standard supplier), being charges applying generally to the supply of gas to small retail customers.

#### **56 Discontinuance of supply under new occupant supply arrangements**

- (1) A supplier may discontinue the supply of gas under a new occupant supply arrangement only if at least one month has elapsed since the commencement of the arrangement, or the new occupant has commenced to receive supply under a customer supply contract with another supplier, or if the new occupant:
  - (a) has failed to provide any security required by the supplier for the payment of any charge with respect to the supply of gas, or
  - (b) has failed to pay an amount due to the supplier with respect to the supply of gas, or
  - (c) has failed to give an inspector access to any premises supplied with gas by the supplier in accordance with any right to access provided for in the Act or under any other regulation made under the Act, or
  - (d) has obstructed an inspector in relation to any act, matter or thing done or to be done in carrying out any function under the Act or under any other regulation made under the Act.
- (2) A supplier that is supplying gas under a new occupant supply arrangement and that is notified by the new occupant that the new occupant has entered into a customer supply contract with another supplier may not discontinue supply under subsection (1) (other than in the circumstances set out in subsection (1) (a)-(d)) unless the new occupant has commenced to receive supply under that contract.
- (3) A supplier must not discontinue the supply of gas to premises on a ground referred to in subclause (1) unless the supplier has given the new occupant reasonable notice of its intention to discontinue supply to the premises to allow the new occupant a reasonable opportunity to remedy that ground.
- (4) A supplier must not discontinue the supply of gas to premises on the ground that at least one month has elapsed since the commencement of the gas supply arrangement unless the supplier has given the new occupant notice under clause 11 and has also given the new occupant a reasonable opportunity to enter into a customer supply contract.
- (5) Nothing in this clause affects any right or obligation to refuse to supply gas, or to discontinue the supply of gas, to premises arising from the operation of the Act or any other regulation made under the Act.
- (6) A supplier that contravenes this section is guilty of an offence.

Maximum penalty: 100 penalty units.

## **Part 5 Review of decisions**

### **57 Decisions for which review may be sought by small retail customer**

For the purposes of section 33E (1) of the Act, a small retail customer may apply to a supplier for a review in relation to the following matters:

- (a) a matter arising out of the conduct of a supplier acting in the capacity of a gas marketer or of an agent of the supplier who is a gas marketer,
- (b) a decision of a supplier in relation to any matter arising under a last resort supply arrangement,
- (c) a decision of a supplier in relation to any matter arising under a new occupant supply arrangement.

### **58 Application for review**

- (1) An application by a small retail customer for a review of a decision of a supplier for which a review may be sought under section 33E of the Act may be made orally or in writing.
- (2) A written application must:
  - (a) be served on the supplier not later than 28 days after the person receives written notice of the decision, and
  - (b) state the reasons why the small retail customer is seeking the review.
- (3) An oral application must be made not later than 28 days after the person receives written notice of the decision.

### **59 Review of decisions by supplier**

- (1) On receiving an application by a small retail customer for a review of a decision for which a review may be sought under section 33E of the Act, the supplier must review its decision and make a determination under this clause.
- (2) After reviewing its decision, the supplier:
  - (a) may determine that the decision is to stand, or
  - (b) may vary or revoke the decision.
- (3) As soon as practicable after it makes its decision, the supplier must give written notice to the small retail customer:
  - (a) of its determination, together with its reasons for the determination, and

- (b) if the determination is to vary the decision, of the manner in which the decision is to be varied, and
  - (c) of the rights available to the customer under the Act and this Regulation.
- (4) A supplier that fails to give such a notice within 14 days after the application is made is taken to have determined:
- (a) that its decision is to stand (in the case of a complaint against a decision),
  - (b) that no action is to be taken (in the case of any other complaint).

#### **60 Manner of handling application**

In dealing with an application for a review of a decision under this Part, the supplier must comply with Australian Standard AS 4269-1995, *Complaints handling*.

### **Part 6 Gas industry ombudsman schemes**

#### **61 Persons who may apply to gas industry ombudsman**

- (1) For the purposes of section 33F (1) of the Act, the following persons may apply to a gas industry ombudsman under an approved gas industry ombudsman scheme for a review of a decision:
- (a) any person, in respect of a decision to classify the person as being or not being a small retail customer, or a small retail customer entitled to standard supply,
  - (b) a person who is or may be a small retail customer who is subject to a new occupant supply arrangement or an approved last resort supply arrangement, in respect of any dispute or complaint under the gas supply arrangement concerned,
  - (c) a person who is or was a small retail customer, in respect of a decision of the supplier under a previous customer supply contract between the customer and the supplier, but only if that matter arose not more than 12 months before the application was made.
- (2) For the purposes of section 33F (3) of the Act, a review of a decision on an application made by a person referred to in subclause (1) is to be free of charge to the person.

#### **62 Additional matters that may be covered by gas industry ombudsman schemes**

For the purposes of section 33G (1) (c) of the Act, a gas industry ombudsman scheme may deal with a dispute or complaint about a decision for which review may be sought under clause 57 or 61.

#### **63 Objectives of gas industry ombudsman schemes**

For the purposes of section 33G (2) (d) of the Act, the persons who may seek a review

referred to in clause 57 or 61 are prescribed as customers to whom the gas industry ombudsman is to be accessible.

#### **64 Reports by gas industry ombudsman**

(1) The gas industry ombudsman:

- (a) must cause copies of all public reports issued by the gas industry ombudsman to be given to the Minister, and
- (b) must cause notice to be given to the Minister of changes in the policies and procedures to be adopted in connection with the relevant approved gas industry ombudsman scheme.

(2) Without limiting subclause (1), the Minister may from time to time require the gas industry ombudsman appointed under an approved gas industry ombudsman scheme to provide the Minister with reports on the operation of the scheme, including:

- (a) particulars as to the extent to which the scheme is meeting the objectives referred to in section 33G (2) of the Act, and
- (b) particulars as to the extent to which the scheme has met relevant best practice benchmarks, and
- (c) particulars as to the extent to which suppliers or specified suppliers and other persons bound by the scheme have complied with their obligations under the scheme.

#### **65 Offences**

A gas marketer must not fail to comply with a decision of a gas industry ombudsman under an approved gas industry ombudsman scheme as to a dispute between the marketer and a small retail customer.

Maximum penalty: 100 penalty units (in the case of a corporation) and 25 penalty units (in any other case).

### **Part 7 Retailers of last resort**

#### **Division 1 Preliminary**

##### **66 Definitions**

In this Part:

***affected supplier*** means a supplier in respect of whom a last resort supply event has occurred.

***customer*** includes a person supplied with gas under a last resort supply arrangement or

a new occupant supply arrangement.

***last resort supply event*** means an event referred to in clause 70.

***last resort supply notice*** means a notice published in the Gazette under clause 69.

***retail market business scheme*** means a scheme for the administration and implementation of business rules and retail market business systems relating to the natural gas industry, being a scheme that a supplier is required to be a member of as a condition of the supplier's authorisation.

***retail market business system*** has the same meaning as it has in section 33J of the Act.

***transferred customer*** means a customer who is being supplied with gas by, and who is or is to be transferred to, a retailer of last resort under this Part.

## **Division 2 Endorsements of retailers of last resort**

### **67 Conditions of endorsement as retailer of last resort**

For the purposes of section 33A (3) of the Act, a retailer of last resort's endorsement consists of:

- (a) a condition that designates the supplier as a retailer of last resort in respect of any one or more of the following:
  - (i) a supply district or part of a supply district, or any other area specified by the Minister in the endorsement,
  - (ii) small retail customers or specified small retail customers of one or more retail suppliers, and
- (b) a condition that the retailer must comply with the obligations of a retailer of last resort set out in this Part and any applicable market operations rules, and
- (c) a condition that the endorsement has effect for a period of 2 years or such other period as the Minister specifies, and
- (d) a condition that any last resort supply fee charged to a customer by the retailer be calculated in the manner approved by the Minister after consultation with the Tribunal.

### **68 Last resort supply arrangements**

- (1) A retailer of last resort must prepare and maintain a plan setting out the arrangements to be implemented by it in the event that it is required to supply gas in its capacity as a retailer of last resort.
- (2) The plan must provide for the following matters:

- (a) the arrangements that are to apply to small retail customers subject to standard form customer supply contracts and small retail customers entitled to standard supply who are subject to negotiated supply contracts,
  - (b) the maintenance of the capacity to implement last resort supply arrangements,
  - (c) the charges for the supply of gas, and any additional charges permitted under this Regulation, for small retail customers subject to last resort supply arrangements, and the manner in which the charges are to be calculated,
  - (d) the securities that may be required of small retail customers subject to last resort supply arrangements,
  - (e) provision for the notification to small retail customers subject to last resort supply arrangements of their right to obtain supply from another retail supplier,
  - (f) provision of information to small retail customers subject to last resort supply arrangements about the terms and conditions that are to apply to the supply of gas under the arrangements,
  - (g) the implementation of last resort supply arrangements,
  - (h) any other matters required by the Minister.
- (3) The plan must be approved by the Minister and comply with any applicable provisions of this Regulation and the market operations rules.
- (4) The Minister must not approve a plan unless the Minister is satisfied that:
- (a) the retailer has consulted with the relevant customer council, and
  - (b) the plan adequately addresses customer interests.

### **Division 3 Operation of last resort supply**

#### **69 Commencement of last resort supply arrangements**

- (1) A retailer of last resort's obligations under its endorsement with respect to the implementation of last resort supply arrangements for small retail customers for whom it is a retailer of last resort take effect on the date specified in a last resort supply notice published with respect to those customers.
- (2) If a last resort supply event occurs, the Minister must publish a notice in the Gazette, and in a newspaper circulating generally in the State, that last resort supply arrangements have come into force and setting out the following particulars:
- (a) particulars of the affected suppliers and small retail customers and the date on which the arrangements take effect (which may be the date of the notice or a later date),

- (b) particulars of the affected supply districts or parts of supply districts.
- (3) The Director-General must before, or as soon as practicable after, last resort supply arrangements take effect give written notice to the following persons of the date on which the arrangements are to take effect or took effect:
- (a) the affected suppliers,
  - (b) the reticulator in whose network sections the affected customers are supplied,
  - (c) the administrator of any retail market business scheme of which the suppliers concerned are members.
- (4) On last resort supply arrangements taking effect, the retailer of last resort must ensure that the small retail customers for whom it is a retailer of last resort are transferred as customers of the retailer, if the transfer does not occur by any other means. A transfer must comply with the retailer's last resort supply arrangements, the Act, this Regulation and any applicable market operations rules.
- (5) A transfer of a small retail customer under a last resort supply arrangement does not amount to a novation of the customer supply contract with the customer.
- (6) On last resort supply arrangements taking effect:
- (a) the retailer of last resort must implement the last resort supply arrangements applicable to the small retail customers subject to the arrangements, and
  - (b) the affected supplier concerned must not supply gas to any small retail customer, and
  - (c) the affected supplier concerned must provide reasonable assistance to the Minister, the retailer of last resort and the administrator of any retail market business scheme of which the affected supplier is a member in order to enable those persons to carry out their functions under this Part. Such assistance may include assistance in the transfer of customers and the provision of information.
- (7) It is a condition of the authorisation of an affected supplier that the supplier comply with subclause (6) (b).
- (8) Despite subclause (6) (b), the Minister, on the application of an affected supplier whose authorisation has not been cancelled, may, by order, permit the supplier to recommence supplying gas to small retail customers. On the making of such an order, subclauses (6) (b) and (7) cease to apply to the affected supplier.
- (9) An application under subclause (8) may be refused on the following grounds:
- (a) the applicant fails to satisfy such technical or prudential criteria as have been adopted by the Minister to determine whether the applicant is able to operate a

viable business as an authorised supplier,

- (b) the Minister is of the opinion that the applicant is not a fit and proper person to recommence supplying gas to small retail customers (having regard to the applicant's ability to avoid a recurrence of a last resort supply event and the standing of the directors and officers and their actions in relation to the original last resort supply event).

(10) In determining an application under subclause (8), the Minister may consider the following:

- (a) the circumstances that gave rise to the last resort supply event,
- (b) the actions of the applicant in response to the original last resort supply event,
- (c) the circumstances that enabled the applicant to continue supplying gas to persons other than small retail customers,
- (d) the history of the applicant's compliance with the conditions of its authorisation,
- (e) any other matter that the Minister considers relevant.

(11) Without limiting sections 11 and 12 of the Act, the Minister may, at the time of making an order under subclause (8), impose or vary conditions in relation to the affected supplier's authorisation so as to require the affected supplier to provide additional information to the Minister on an ongoing basis, including:

- (a) information relating to the affected supplier's technical and prudential ability to supply gas, and
- (b) information relating to plans or policies the affected supplier is to put in place to prevent the occurrence of a further last resort supply event.

## **70 Last resort supply events**

(1) The following events are last resort supply events:

- (a) the Minister forms the opinion that a supplier has ceased or is likely to cease to supply gas to all, or a group of, its customers or is unable, or has failed or refused, to operate in the retail market,
- (b) a supplier's authorisation is cancelled.

(2) Without limiting subclause (1) (a), the Minister may form an opinion referred to in that paragraph if the supplier, or an administrator, receiver or liquidator appointed in respect of the supplier, notifies the Minister that the supplier has ceased, or is likely to cease, to continue to supply gas to its customers or is unable or has failed or refused to operate in the retail market.

- (3) Without limiting subclause (1) (a), the Minister may form the opinion that a supplier is unable, or has failed or refused, to operate in the retail market if it is unable, or has failed or refused, to comply with the requirements for retail market business systems under the retail market business scheme of which the supplier is required to be a member.
- (4) This clause does not apply if a supplier is temporarily unable to supply gas to its customers as a result of operational or technical difficulties in the delivery of gas.

## **71 Notice to customers**

- (1) A retailer of last resort must, as soon as practicable after the commencement of its obligation to provide last resort supply arrangements, give written notice to each small retail customer who is subject to those arrangements of the following matters:
  - (a) the commencement of last resort supply arrangements,
  - (b) the terms and conditions on which gas is to be supplied,
  - (c) that the customer may arrange supply under a customer supply contract with the retailer of last resort or another supplier,
  - (d) whether or not the customer is entitled to elect to take supply from a standard supplier under a standard form customer supply contract and, if the customer is so entitled and the supplier is not the relevant standard supplier, the name and contact details of that supplier,
  - (e) the date on or after which the retailer of last resort may discontinue supply to the premises of the customer,
  - (f) any charges that the customer may be liable to pay if the customer does not enter into a customer supply contract.
- (2) The notice is to contain, in community languages (including Arabic, Cantonese, Vietnamese, Italian, Greek, Spanish and any other language approved by the relevant customer council) information about the availability of interpreter services for the languages concerned and telephone numbers for the services.
- (3) A retailer of last resort must, as soon as practicable after the commencement of its obligation to provide last resort supply arrangements, cause to be published in a newspaper circulating generally in this State a notice containing the following matters:
  - (a) a statement that last resort supply arrangements have come into force for small retail customers or classes of small retail customers specified in the notice,
  - (b) contact details for the retailer of last resort.

## **72 Terms and conditions applying to small retail customers**

- (1) A retailer of last resort who is also a standard supplier must supply a transferred customer who is a small retail customer whose premises are located in the supplier's supply district with gas under the standard form customer supply contract.
- (2) A retailer of last resort who is also a standard supplier must supply a transferred customer who is a small retail customer whose premises are not located in the supplier's supply district with gas under the standard form customer supply contract that is applicable to the supply district in which the premises are located.
- (3) A retailer of last resort who is not a standard supplier must supply a transferred customer who is a small retail customer with gas on the same terms and conditions as apply to small retail customers under the standard form customer supply contract that is applicable to the supply district in which the customer's premises are located.
- (4) A small retail customer entitled to standard supply transferred to a retailer of last resort is taken:
  - (a) to have applied to be transferred under a gas supply arrangement on the terms and conditions set out in this clause, and
  - (b) if the retailer of last resort is a standard supplier, to have made an application under section 33C (1) of the Act, in accordance with this Regulation, being an application that took effect on the transfer date.
- (5) A retailer of last resort may require a transferred customer (other than a transferred customer who was, before the transfer, a customer under a standard form customer supply contract) to pay a last resort supply fee not exceeding the fee approved by the Minister after consultation with the Tribunal.

## **73 Commencement of discontinuance procedures by retailer of last resort**

- (1) A retailer of last resort is authorised to discontinue the supply of gas under an approved last resort supply arrangement only if at least three months have elapsed since the commencement of the last resort supply arrangements or the person who owns or occupies the premises:
  - (a) has failed to provide any security required by the retailer for the payment of any charge, or
  - (b) has failed to pay an amount due to the retailer with respect to the supply of gas, or
  - (c) has failed to give an inspector access to any premises supplied with gas by the retailer in accordance with any right to access provided for in the Act or any other regulation made under the Act, or

- (d) has obstructed the inspector in relation to any act, matter or thing done or to be done in carrying out any function under the Act or any other regulation made under the Act.
- (2) A retailer of last resort must not discontinue the supply of gas to premises on a ground referred to in subclause (1) unless the retailer has complied with the requirements of the terms and conditions applicable to the supply of gas under the last resort supply arrangements and this Regulation.
- (3) A retailer of last resort must not discontinue the supply of gas to premises on the ground that at least three months have elapsed since the commencement of the last resort supply arrangements unless the retailer has given the customer reasonable notice of its intention to discontinue supply to the premises to allow the customer a reasonable opportunity to enter into a customer supply contract.
- (4) Nothing in this clause affects the right to interrupt continuous supply as agreed in a customer supply contract.
- (5) Nothing in this clause affects any right or obligation to refuse to supply gas, or to discontinue the supply of gas, to premises arising from the operation of the Act or any other regulations made under the Act.

#### **74 Market operations rules**

Market operations rules may be made for or with respect to the following matters:

- (a) disclosure of information to the Minister by suppliers in respect of matters that may constitute grounds for a last resort supply event or are related to matters connected with a possible last resort supply event,
- (b) disclosure of information about small retail customers transferred or proposed to be transferred from a supplier to a retailer of last resort by the supplier whose customers are transferred,
- (c) implementation of last resort supply arrangements or preparation of proposed last resort supply arrangements by a supplier in the capacity of a retailer of last resort,
- (d) the rights and obligations of suppliers with respect to other suppliers as to matters relating to or arising out of last resort supply arrangements,
- (e) obligations with respect to the provision of metering services when last resort supply arrangements take effect,
- (f) requirements for notifications by a supplier to the Minister of circumstances that might form the basis for the Minister forming an opinion necessary for a last resort supply event,
- (g) the circumstances in which an affected supplier may recommence supplying gas to

small retail customers and the rights and obligations of the supplier once that supply has recommenced.

## **Part 8 Social programs for energy**

### **75 Objects of Part**

The objects of this Part are:

- (a) to provide for the imposition of conditions on authorisations held under the Act by which suppliers can be obligated to facilitate the delivery of any aspect of the Government's social programs for energy, and
- (b) to provide a mechanism by which the nature and extent of those obligations, and the ascertainment of how much suppliers are to be paid for meeting those obligations, are to be established.

### **76 Directions to suppliers**

- (1) Any Minister (the **sponsoring Minister**) may, with the concurrence of the Treasurer, direct a supplier to take such action as the sponsoring Minister considers appropriate to facilitate the implementation of any aspect of the Government's social programs for energy within the sponsoring Minister's administrative responsibility.
- (2) The direction:
  - (a) may specify that particular services are to be provided to particular classes of persons free of charge, at specified charges or subject to specified discounts or rebates, and
  - (b) must specify the amount or a methodology by which that amount may be assessed by the sponsoring Minister as the estimated efficient cost to the supplier of complying with the direction, and
  - (c) may require the supplier to publish the direction in the manner specified in the direction, and
  - (d) must specify arrangements for the payment to the supplier of an amount equivalent to the costs assessed by the sponsoring Minister, as referred to in subclause (b), or, if the supplier disputes that assessment, the costs assessed under clause 77.
- (3) Before making a direction, the Minister must:
  - (a) consult with the suppliers proposed to be made subject to the direction, and
  - (b) give the suppliers written notice of the criteria on which the estimated efficient costs of complying with the direction are to be assessed.

- (4) If a direction is given to a supplier under this clause, it is a condition of the supplier's authorisation that the supplier must take the action required by the direction on and from the date the direction takes effect or, if the direction specifies a later date, on and from that later date.

#### **77 Re-assessment of costs of compliance with direction**

- (1) Any dispute between a supplier and a sponsoring Minister by whom a direction has been given under this Part (being a dispute as to the cost to the supplier of complying with the direction) is to be referred to a committee constituted by one or more assessors.
- (2) The assessor or assessors to constitute such a committee are to be suitably qualified persons appointed by agreement between the supplier and the sponsoring Minister or, if no such agreement can be reached:
  - (a) by the Minister administering the Act, or
  - (b) if the Minister administering the Act is the sponsoring Minister, by the Premier.
- (3) In determining a dispute that has been referred to it under this clause, a committee:
  - (a) must consider any representations made by the parties to the dispute, and
  - (b) must determine, on the basis of those representations and any other information available to it, the amount or a methodology by which the amount may be assessed as the efficient cost to the supplier of complying with the direction to which the dispute relates.
- (4) A committee may conduct proceedings under this clause in the manner it considers appropriate.
- (5) The committee's decision on a dispute binds the parties to the dispute, but does not prevent the direction to which it relates from being withdrawn.
- (6) The committee's decision as to the efficient costs is taken to be the amount of or the methodology for assessing costs for the purposes of the Minister's direction and the direction is accordingly varied from the date specified in the decision.
- (7) A committee may determine 2 or more disputes in the same proceedings if it considers that it is appropriate to do so.

#### **78 Costs of proceedings**

- (1) The costs of any proceedings under clause 77, including the costs of the committee, are to be borne by the parties in equal proportions unless the committee determines otherwise.
- (2) The committee may determine the proportion of the costs to be borne by each of the

parties, having regard to the merits of the case, and, in that event, the costs are to be borne by the parties according to the committee's determination.

## **79 Market operations rules**

Market operations rules may be made for or with respect to the administrative arrangements for delivery of social programs for energy.

# **Part 9 Miscellaneous**

## **Division 1 General matters**

### **80 Market operations rule relating to network operators**

Market operations rules may be made for or with respect to standards of customer service applicable to network operators and suppliers.

### **80A Liability of scheme operator under market operations rules**

For the purposes of section 33LA (3) of the Act:

- (a) the maximum amount payable by the scheme operator is as follows:
  - (i) \$50,000 to any person for any particular negligent act or omission,
  - (ii) \$500,000 in total for all negligent acts or omissions occurring in any calendar year, and
- (b) the maximum amount payable by an officer or employee of the scheme operator is nil.

### **81 How notice is to be given**

- (1) A requirement of this Regulation that a person be given written notice is a requirement that the person be given notice in writing either personally or by post.
- (2) If previously agreed between the parties, a person may be given written notice by personal e-mail or facsimile transmission.
- (3) For the purposes of section 76 of the *Interpretation Act 1987*, a notice served by post on a person for the purposes of this Regulation is to be treated as being properly addressed if it is addressed to the address of the person last known to the person giving the notice.

### **82 Service of documents on supplier**

For the purposes of this Regulation, a document may be given to or served on a supplier by leaving it at or sending it by post to any office of the supplier. This clause does not affect the operation of any provision of a law or of the rules of a court authorising a document to be served on a supplier in a different manner.

## **82A Delegations**

The Director-General may delegate to any person the exercise of all or any of the Director-General's functions under this Regulation or any other regulation under the Act, other than this power of delegation.

## **Division 2 Savings and transitional provisions**

### **83 Definitions**

In this Division:

**amending Act** means the *Gas Supply Amendment (Retail Competition) Act 2001*.

### **84 Requirements for new customer supply contracts**

- (1) A customer supply contract with a small retail customer that is entered into, or renewed or extended, before, on or after the commencement of this Regulation and not later than 2 months after that commencement, or within such later period as the Minister may determine, is taken to comply with the Act and this Regulation if it complies with the requirements applicable to a customer supply contract of the same kind entered into by a customer immediately before the commencement of this Regulation.
- (2) This clause ceases to have effect at the end of the term of the contract or on 1 July 2002, whichever is the earlier.

### **85 Terms of supply where no existing customer supply contract**

- (1) This clause applies to a customer who was, immediately before the commencement of this Regulation, supplied with gas by a supplier otherwise than under a customer supply contract.
- (2) On the commencement of this Regulation, a customer who is a small retail customer of a standard supplier and the supplier are taken to have entered into a standard form customer supply contract on the same terms and conditions as apply to small retail customers under the standard form customer supply contract that is applicable to the supply district in which the customer's premises are located.
- (3) On the commencement of this Regulation, a customer who is not a customer of a standard supplier is to continue to be supplied with gas on the same terms and conditions as applied to the supply of gas to the premises immediately before that commencement.
- (4) Clause 42 does not apply to the supplier in respect of the supply of gas to a customer.
- (5) This clause ceases to have effect on 1 July 2002.

## **86 Existing billing provisions apply**

- (1) A supplier is not required to comply with the provisions of Division 4 of Part 3 if the supplier complies with the provisions applicable to bills and charges under the *Gas Supply (Customer Protection—LPG and Other Gases) Regulation 1997*, as in force immediately before the commencement of this Regulation.
- (2) This clause ceases to have effect on 1 March 2002.

## **87 (Repealed)**

## **88 Customer councils**

- (1) A standard supplier is required to comply with clause 16 not later than 2 months after the commencement of this Regulation or within such later period as the Minister may determine.
- (2) A customer council established by a supplier (other than a standard supplier) under the *Gas Supply (Customer Protection—LPG and Other Gases) Regulation 1997*, and in existence immediately before the commencement of this Regulation, is taken to be a customer council established under clause 17.

## **89 Payment plans for all suppliers**

- (1) Suppliers are required to comply with clause 13A on and from the date that is 3 months after the commencement of the *Gas Supply (Natural Gas Retail Competition) Amendment Regulation 2007* or on and from a later date determined by the Minister and notified to suppliers.
- (2) The amendments made to clause 15 of Schedule 1 by the *Gas Supply (Natural Gas Retail Competition) Amendment Regulation 2007*, so far as they relate to payment plans, do not apply in respect of suppliers until suppliers are required to comply with clause 13A.
- (3) However the provisions of this Regulation relating to payment plans, as in force immediately before the commencement of the *Gas Supply (Natural Gas Retail Competition) Amendment Regulation 2007*, continue to apply to standard suppliers until the date that suppliers are required to comply with clause 13A.

### **Note—**

Clause 13A requires all suppliers to operate a payment plan. Standard suppliers were already required to operate a payment plan under clause 6 of this Regulation before its repeal and replacement by clause 13A and will continue to be required to operate those payment plans until all suppliers are required to comply with new clause 13A. It will also be necessary for those standard suppliers to re-submit their payment plans to the Minister for approval in order to comply with new clause 13A.

## **Schedule 1 Requirements applicable to customer supply contracts**

(Clause 48)

### **Part 1 General requirements**

#### **1 General requirements**

- (1) A supplier must use its best endeavours to ensure that a customer supply contract is expressed unambiguously and in plain English.
- (2) All words in the contract must be printed in a size and style that is easy to read.
- (3) The contract must contain the following matters:
  - (a) a statement of the kind of contract it is, the name of the supplier and contact details of the supplier,
  - (b) the name of any recognised code or recognised document that is relevant to any matter regulated by the contract and that the supplier has chosen not to incorporate in the contract,
  - (c) any installation and service requirements with which the supplier or customer must comply,
  - (d) if any condition of the contract specifies that the supplier has a discretion in making any decision under the contract, the grounds on which that discretion may be exercised,
  - (e) the means by which a customer may arrange to see, or obtain a copy of, all or any part of the contract,
  - (f) a description of the services to be provided by the supplier under the contract,
  - (g) in respect of any document incorporated (in whole or in part) by reference in the customer contract, the reason the document has been incorporated,
  - (h) if a document referred to in paragraph (g) is incorporated as in force from time to time, a note to the effect that:
    - (i) an amendment of any such document will have the effect of amending the standard form customer supply contract, and
    - (ii) if the document is issued by Standards Australia, or is a recognised document, no separate notice will be given of that amendment,
  - (i) particulars of the proper care and custody to be exercised by the customer in respect of metering or other equipment installed by or on behalf of the supplier,
  - (j) a statement of the customer's rights in relation to disputes and resolution of

disputes with the supplier, including particulars of any applicable approved gas industry ombudsman scheme and the procedures for referring complaints and disputes to the gas industry ombudsman under that scheme,

- (k) particulars of the circumstances, if any, in which information about a customer may be disclosed to another person,
- (l) the manner in which notices under the contract are to be given or served,
- (m) in the case of a standard form customer supply contract, a right for the supplier to amend the contract without the prior consent of the customer,
- (n) a requirement that the supplier provide free of charge, if requested to do so by the customer, information about efficient energy consumption,
- (o) a statement as to the debt collection procedures to be observed by the supplier in relation to an amount owed by the customer under the contract,
- (p) a statement that the contract complies with the applicable provisions of the [Gas Supply Act 1996](#), the [Gas Supply \(Natural Gas Retail Competition\) Regulation 2001](#) and other instruments made under that Act,
- (q) in community languages (including Arabic, Cantonese, Vietnamese, Italian, Greek, Spanish and any other language approved by the relevant customer council) information about the availability of interpreter services for the languages concerned and telephone numbers for the services.

## **2 Basis of charges is consumption**

- (1) The contract is to provide that charges payable by the customer for the supply of gas are to be based on the customer's measured or estimated consumption during a billing period.
- (2) The contract must require that metered consumption of gas by the customer is to be measured at intervals of not less than 6 months.
- (3) The contract must require that the supplier reconcile any charges paid by the customer with the consumption measured.
- (4) Despite subclause (1), a negotiated customer supply contract may provide that the charges payable by the customer for the supply of gas are to be based on something other than the customer's consumption during a billing period.

## **3 Requirements relating to charges**

- (1) The contract must contain the following matters related to charges:
  - (a) a description of charges payable under the contract for services provided or arranged by the supplier,

- (b) the amount of, or basis for calculation of, charges in respect of gas supply services and charges in respect of any other services,
  - (c) the tariffs and charges,
  - (d) the circumstances, if any, in which the supplier may recover the costs associated with recovering any unpaid amount due to the supplier,
  - (e) the circumstances, if any, in which the supplier may charge interest on any unpaid amount due to the supplier and the rate at which interest is to be charged.
- (2) The contract must provide that a customer is not liable to pay any charge unless the amount of, or basis for the calculation of the amount of, the charge is set out in the contract.
- (3) The rate at which interest may be charged on an unpaid account under a contract must not exceed the rate prescribed under section 101 of the [Civil Procedure Act 2005](#) for payment of interest on a judgment debt.

#### **4 Requirements relating to bills**

The contract must require the supplier to provide the customer with a statement of the customer's rights with respect to the matters covered by Division 4 of Part 3 of this Regulation.

#### **5 Requirements relating to securities given for charges**

The contract must separately provide for each of the following matters:

- (a) the circumstances in which the supplier may require security to be provided by customers for payment of any charge,
- (b) the form and amount of any security to be provided by the customer,
- (c) if the security is to be in the form of a deposit with a financial institution, the interest, if any, that the supplier is required to pay to the customer, or to the customer's account, in respect of any such security held by the supplier,
- (d) the circumstances, if any, in which the supplier can use that security to set off against the amount due on the customer's account,
- (e) when the security may be returned.

#### **6 Requirements relating to service standards**

- (1) The contract must contain provisions establishing minimum standards of service to be provided to the customer by the supplier.
- (2) Those minimum standards must separately provide for or deal with each of the

following matters:

- (a) the quality of services,
  - (b) the reliability of services,
  - (c) the response to customer enquiries (including the time taken to respond to such enquiries),
  - (d) the period within which services or work will be commenced in response to a customer enquiry,
  - (e) the period within which services or work will be commenced so as to remedy a disruption in the service,
  - (f) the period of notice required to be given when the supplier carries out work (other than emergency work) that will disrupt the service,
  - (g) particulars of any relevant Government funded rebate or relief scheme to facilitate the payment of charges due to the supplier,
  - (h) particulars of any payment plan operated by the supplier to facilitate the payment of charges due to the supplier,
  - (i) particulars of the arrangements made by the supplier for the payment of compensation arising under the guaranteed customer service standards.
- (3) Nothing in this clause prevents the contract from containing other provisions as to the standard of service to be provided to customers.

#### **7 Additional requirements relating to negotiated customer supply contracts**

A negotiated customer supply contract must contain the following matters:

- (a) particulars of the customer's premises,
- (b) the manner in which the contract may be varied and notification of variations to the customer,
- (c) the names of the parties to the contract and contact details for the parties and that the customer is a small retail customer,
- (d) the terms and conditions that apply to or in respect of termination of the contract by the supplier or the customer,
- (e) a prohibition on the supplier using any part of a security deposit paid under the contract to recover amounts due in respect of charges other than charges related to the supply of gas,
- (f) the basis for calculation of charges that will apply if the customer is supplied for a

subsequent period of supply under the contract.

## **8 Restrictions on power to discontinue supply**

- (1) The contract must prohibit the supplier from discontinuing the supply of gas to the customer's premises on grounds arising out of a failure to provide a required security, or to pay an amount due with respect to the supply of gas, while any application made by the customer for assistance under:
  - (a) any Government funded rebate or relief scheme that is available to customers, or
  - (b) any payment plan that is available to customers and is operated by the supplier, is pending.
- (2) The contract must provide that in the event that the supplier becomes authorised to discontinue the supply of gas to the customer's premises on grounds arising from the contract, the Act or any Regulation, the supplier must not do so:
  - (a) on a Friday, Saturday or Sunday, or
  - (b) on a public holiday or day immediately preceding a public holiday, or
  - (c) after 3.00 pm on any other day.

## **9 Commencement of supply**

- (1) The contract must provide for the supply of gas to commence on a date specified in the contract.
- (2) The contract may provide for the supply of gas to be taken to commence at an earlier date than the date the contract commences if the customer was, immediately before the commencement of the contract, being supplied gas by the supplier under a new occupant supply arrangement or an approved last resort supply arrangement.
- (3) The contract must provide that a customer who has been supplied with gas by the supplier, otherwise than under a customer supply contract, immediately before the commencement of the supply of gas under this contract, is liable to the supplier under this contract for payment for any amount unpaid with respect to that period of supply.
- (4) Despite subclause (3), a customer is not to be liable under the contract to pay the supplier if the customer pays another supplier for the supply of that gas or, in the case of a negotiated customer supply contract, the customer terminates the contract under a cooling off clause before the commencement of supply under this contract.

## **10 Discontinuance of supply at customer's request**

- (1) The contract is to require the customer to give the supplier not less than 3 business days' notice of the customer's desire that the supply of gas to the customer be

discontinued.

- (2) If notice is not given, the contract must make the customer liable for all charges in respect of the supply concerned until:
  - (a) the end of a specified period (not exceeding 3 business days) after the supplier becomes aware of the customer's desire that supply be discontinued, or
  - (b) the supply is discontinued or is otherwise transferred, or
  - (c) the supplier enters into, or is taken to have entered into, a new customer supply contract or a new occupant supply arrangement in respect of the same premises, whichever happens first.
- (3) Nothing in this clause prevents the contract from requiring the payment of additional charges by the customer on discontinuance, being charges otherwise permitted under the Act, this Regulation or the contract.
- (4) This clause does not apply to a negotiated customer supply contract.

#### **11 Customer not liable in event of involuntary transfer**

- (1) The contract must require the customer to transfer, or be transferred, as a customer to another supplier, if last resort supply arrangements are implemented with respect to the customer.
- (2) The contract must provide that the supplier under the contract is not entitled to be paid any compensation or other payment by the customer in respect of any such transfer, including the cost incurred by the supplier in relation to the transfer.
- (3) The contract must provide that information concerning the customer may be given to another supplier, the Minister or the administrator of any retail market business scheme of which the supplier under the contract or the retailer of last resort concerned is a member, for the purpose of implementing last resort supply arrangements.
- (4) The contract must provide for the termination of the contract on the transfer of the customer under last resort supply arrangements.

#### **12 Cooling off period under negotiated customer supply contracts**

- (1) A negotiated customer supply contract must confer on the customer a right to terminate the contract (orally or in writing) within 10 days after the date that the contract is entered into, or the date that a copy of the contract is received by the customer, whichever is the later.
- (1A) If a customer exercises any such right to terminate a negotiated customer supply contract, the contract must require the supplier to provide the customer with a record

of that termination.

- (2) The contract must provide that the supplier is not entitled to the payment of any costs, compensation or any other amount as a consequence of any such termination of the contract, other than charges payable in respect of any gas supplied, or any other services provided, under the contract.

### **13 Discontinuance of supply under negotiated customer supply contracts**

- (1) A negotiated customer supply contract must enable the supplier to discontinue the supply of gas to the premises if the period of supply under the contract ends or if the person who owns or occupies the premises:
  - (a) has failed to provide any security required for the payment of any charges related to the supply of gas, or
  - (b) has failed to pay an amount due to the supplier under the contract with respect to the supply of gas, or
  - (c) has failed to give an inspector access to any premises supplied with gas by the supplier in accordance with any right to access provided for in the Act or any regulations made under the Act or the contract, or
  - (d) has obstructed the inspector in relation to any act, matter or thing done or to be done in carrying out any function under the Act or any regulations made under the Act or the contract.
- (2) The contract must provide that nothing in the provisions relating to discontinuance affects the right to interrupt continuous supply as agreed in the contract or any right or obligation to refuse to supply gas, or discontinue the supply of gas, to premises arising from the Act or any regulation made under the Act.

## **Part 2 Guaranteed customer service standards**

### **14 Telephone hotlines**

- (1) The contract must require the supplier to inform the customer about any relevant telephone service that operates 7 days a week and 24 hours a day, being a telephone service:
  - (a) that operates on a number to which a customer can be connected for not more than the price of a local telephone call, and
  - (b) that can receive notice of, and give information concerning, faults and difficulties in gas works.
- (2) The contract must require the supplier to provide a telephone service that operates during business hours, being a telephone service:

- (a) that operates on a number to which a person can be connected for not more than the price of a local telephone call, and
  - (b) that can receive notice of, and give information concerning, customers' bills and services arranged by the supplier.
- (3) An automated answering service satisfies the requirements of this clause only if it makes provision for the transfer of calls to a human operator.

**15 No discontinuation of supply except after due notice**

- (1) This clause applies if the supplier becomes authorised to discontinue gas supply to a customer on grounds arising under the contract, the Act or any regulation made under the Act.
- (2) The contract must require that the supplier not take action to discontinue supply unless:
- (a) the supplier has sent to the customer at least 2 written notices of the supplier's intention to do so, the second notice to be sent no earlier than one week after the first notice, and
  - (b) the supplier has made reasonable attempts to deal with the customer in person or by telephone, whether before or after sending any such notice, for the purpose of assisting the customer to do whatever is necessary to remove the grounds referred to in that notice.
- (3) The contract must require that in any notice referred to in subclause (2) (a), and in any dealings with the customer referred to in subclause (2) (b), the supplier:
- (a) must specify the grounds authorising the supplier to take the action proposed, and
  - (b) must indicate the date on or after which the supply to the customer's premises may be discontinued if those grounds are not removed, being a date occurring no earlier than 14 days after the first such notice is sent, and
  - (c) must advise the customer:
    - (i) of the customer's rights under this Part, and
    - (ii) in particular, of any rights that the customer may have to have the matter referred to the gas industry ombudsman for resolution, and
  - (d) if the grounds authorising the supplier to take the action proposed include the customer's failure to make due payment of money owed to the supplier with respect to the supply of gas, must advise the customer:
    - (i) of any Government funded rebate or relief schemes that are relevant to the customer, and

- (ii) of any payment plan operated by the supplier that is available to the customer if the customer is experiencing financial difficulty, and
  - (iii) if the customer has applied for assistance under the payment plan by the date indicated by the supplier as the date by which the customer must make an application, of the outcome of such application on or before the second written notice given under subclause (2) (a).
- (4) The contract must require the supplier, if attempts to deal with the customer under subclause (2) (b) are unsuccessful because of a failure to make contact with the customer, to use its best endeavours to make contact with the customer outside business hours for the purpose of dealing with the customer as required by that subclause.
- (5) The contract must require the supplier to document all action that it takes under subclause (2) (b) or (4).
- (6) The contract must require that the supplier not take action of the kind referred to in subclause (1):
  - (a) until after the date specified in accordance with subclause (3) (b) in the notices referred to in subclause (2) (a), or
  - (b) subject to paragraph (a), if before that date the customer makes a request that the matter (being a matter that is covered by an approved gas industry ombudsman scheme) be referred for resolution by the gas industry ombudsman, until the date the matter is determined,and, in any case, must not take any such action if, before the date last referred to in paragraph (b), the gas industry ombudsman directs that such action not be taken.
- (7) The contract must require that the supplier not discontinue gas supply for a failure to provide a required security or pay an amount due with respect to the supply of gas if the customer applies before the date specified in accordance with subclause (3) (b) for assistance under the payment plan operated by the supplier.
- (7A) Subclause (7) does not prevent a supplier from discontinuing gas supply if a customer fails to make due payment of money in accordance with the payment plan operated by the supplier or is assessed by the supplier to be ineligible for assistance under the payment plan.
- (8) The contract must provide that nothing in the provisions relating to discontinuance referred to in this clause affects the supplier's right to interrupt continuous supply as agreed in the contract.

## **16 Notice to be given to customer after discontinuation of supply**

- (1) The contract must require that, if the customer's premises are disconnected from a distribution system on the request of the supplier, the supplier must give the customer a notice to the effect that the premises have been disconnected.
- (2) The contract must require that the notice contain the following information:
  - (a) the grounds on which the customer's premises were disconnected from the distribution system,
  - (b) a telephone number to contact for the purpose of enabling the customer to discuss the matter with a person acting on behalf of the supplier,
  - (c) the arrangements that the customer will need to make for the reconnection of the premises to the distribution system, including any costs payable by the customer in relation to reconnection,
  - (d) the dispute resolution procedures that are available to the customer in relation to disputes between the customer and the supplier.

## **17 Discontinuance of supply at customer's request**

This Part does not prevent a supplier from discontinuing the supply of gas at the customer's request to a customer's premises in accordance with a request from the customer.

## **18 Resumption of supply**

- (1) The contract must require a supplier that has discontinued the supply of gas to the customer's premises to recommence the supply of gas if:
  - (a) the customer rectifies the grounds for discontinuance within a reasonable time, and
  - (b) the customer requests that supply be recommenced, and
  - (c) the customer pays the supplier's reasonable reconnection fee.
- (2) The contract must require the supplier to use its best endeavours to recommence supply within the following periods:
  - (a) if the customer's request is made before 3 pm on a business day, on the day the request is made,
  - (b) if the customer's request is made after 3 pm on a business day, on the next business day after the request is made,
  - (c) if the customer's request is made after 3 pm on a business day and the customer pays an after hours connection charge to the supplier, on the day requested by

the customer.

**19 Punctuality in keeping appointments**

The contract must provide that if the supplier (or the supplier's representative) is more than 15 minutes late for an appointment with a customer (or the customer's representative) the supplier must pay to the customer, by way of compensation for the delay, not less than \$25.