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Office of the Regulator-General, Victoria

ELECTRICITY INDUSTRY SUPPLY AND SALE CODE

Effective 1 February 1997

Office of the Regulator-General Act 1994

DETERMINATION UNDER SECTION 26

The Office of the Regulator-General hereby determines that—

- * the electricity industry Supply and Sale Code published in Gazette No. S70 of 3 October 1994 is repealed with effect from midnight 31 January 1997. (To avoid doubt, the repeal will not affect rights accrued or obligations incurred under that Code prior to that date); and
- * the attached electricity industry Supply and Sale Code approved by the Office on 1 November 1996 shall apply with effect from 1 February 1997.

The common seal of the Office of the Regulator-General was affixed pursuant to the authority of the Office on 1 November 1996.

ROBIN C. DAVEY
Regulator-General

SUPPLY AND SALE CODE
Revised
(1 November, 1996)
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1. SUPPLY AND SALE CODE

1.1 This Code

1.1.1 This Code (or *customer* contract), established under the *Electricity Industry Act 1993*, sets the minimum conditions under which a *supplier* may supply and sell electricity to a *franchise customer*. Unless the contrary intention is stated, a reference in this Code to a *customer* means a *franchise customer*.

1.1.2 This Code replaces the Supply and Sale Code published in Gazette No. S70 of 3 October 1994 and takes effect from 1 February 1997, the date specified by *the Office* of the Regulator-General (*the Office*) on the occasion of its publication in the Gazette by *the Office*.

1.1.3 Each *supplier* must, as soon as practicable after the Code takes effect, publish a notice in the Gazette stating that it gives notice under section 169 of the *Electricity Industry Act 1993* that the minimum conditions under which the *supplier* supplies or sells electricity to *customers* are specified in the Code.

1.2 The Electricity Customer Charter

1.2.1 Each *supplier* must send to each of its *customers*, in the form of an Electricity Customer Charter approved by *the Office*, a summary of their rights and obligations under this Code and related codes and rules.

1.2.2 Except where a *supplier's* Electricity Customer Charter confers a benefit upon a *customer* greater than the benefits conferred by this Code, in the case of a conflict between a *supplier's* Electricity Customer Charter and this Code, the provisions of this Code take precedence.

1.3 Variation by written agreement

1.3.1 The terms of this Code may be varied by written agreement between a *customer* and a *supplier*. Such a variation must not, however, reduce the rights or increase the obligations of a *customer* without giving benefits of equivalent or greater value, whether financial or otherwise.

1.4 Obtaining a copy of this Code

1.4.1 A *supplier* must on request by a *customer* send to the *customer* a copy of this Code. The *supplier* may impose a charge (determined by reference to its *Approved Statement of Charges*) for complying with the *customer's* request.

1.5 Termination

1.5.1 This Code applies between a *supplier* and a *customer* until -

- *supplier* is disconnected from the *customer's* supply address under Part 10; or

- in accordance with a notice of vacation of the *supply address* given by the *customer* under clause 8.11, the *customer* vacates the *supply address*; or
- subject to clause 1.3 of this Code, the *customer* enters into a separate written agreement with a *supplier*.

1.5.2 Termination of the application of this Code does not affect rights or obligations incurred prior to the date of termination.

1.6 Extension

1.6.1 Insofar as this Code imposes standards and procedures for the benefit of a *residential customer*, the *Office* may extend the operation of the Code beyond 31 December 2000, the date on which all *customers* become *non-franchise customers*.

1.7 Amendment

1.7.1 *The Office* may propose an amendment to this Code.

1.7.2 A *supplier* or *the Office's* Customer Consultative Committee may propose an amendment to this Code for consideration by *the Office*.

1.8 Review

1.8.1 A *supplier* may review this Code at any time, and must review it at the direction of *the Office*, with a view to identifying whether it would, if amended, better facilitate the achievement of the policy objectives specified in the *Office of the Regulator-General Act 1994*, the *Electricity Industry Act 1993* or the statement of government policy declared under section 10 of the *Office of the Regulator-General Act 1994*.

1.9 Derogations

1.9.1 *The Office* may on application by a *supplier* in accordance with its licence declare that a provision of this Code, either generally or in a particular case, will apply to the *supplier* as if the provision was omitted, modified or varied and, when such a declaration takes effect, this Code applies accordingly.

1.10 Date of effect of an amendment or derogation

1.10.1 An amendment or derogation does not take effect unless and until -

- all *suppliers* and *the Office's* Customer Consultative Committee have been given an opportunity which is, in the opinion of *the Office*, adequate or accords with guidelines issued by *the Office*, to make representations to *the Office* concerning the amendment or derogation;
- *the Office* has, after taking into account any such representations and the policy objectives referred to in clause 1.8.1, approved the amendment or derogation by giving written notice to that effect to the *suppliers* or *supplier*; and

- the *supplier* has given notice in accordance with section 169 of the *Electricity Industry Act 1993* and if the amendment or derogation affects a *customer's* rights or obligations, or if *the Office* expressly requires it, the *supplier* has given written notice of the amendment or derogation to its *customers*.

1.11 Notification to customers

1.11.1 A *supplier* must inform a *customer* of any amendment to, or derogation from, this Code which affects the *customer's* rights and obligations as soon as reasonably practicable after the amendment or derogation is approved by *the Office*.

1.12 Acts, regulations, Orders in Council and related codes and rules

1.12.1 Some aspects of the relationship between a *customer* and a *supplier* are affected by -

- Acts and regulations, passed or approved by the Parliament;
- Orders in Council, made by the Governor in Council; and
- other codes and rules.

1.12.2 A *supplier* and a *customer* must comply with any Act, regulation, Order in Council or other code or rule relating to the *supply* of electricity to a *customer's supply address*.

1.12.3 A list of the relevant Acts, regulations, Orders in Council, other codes and rules appears in Appendix 1, together with a statement of the hierarchy of the codes and rules.

1.13 A tenant's obligations

1.13.1 Where, because a *customer* is not the owner of the *customer's supply address*, the *customer* is unable to fulfil an obligation under this Code, the *customer* must seek to have the owner or other person responsible for the *supply address* fulfil the obligation pursuant to the agreement, arrangement or undertaking by which the *customer* occupies the *supply address*.

1.14 Contacts for further information

1.14.1 For further information about this Code or the Electricity Customer Charter, *customers* should contact their *supplier* or may contact *the Office*. Contact addresses appear in Appendix 2.

2. RESPONSIBILITY TO PROVIDE INFORMATION

2.1 A customer's obligations

2.1.1 A *customer* must inform the *customer's supplier* as soon as possible if there is any -

- change in responsibility for the payment of the *supplier's* bill;
- change to the *customer's* contact details;
- change to the major electricity usage purpose of the *customer's supply address*;
- change affecting access to metering equipment; or

- proposed change to wiring or plant or equipment which may affect the quality or safety of the *supply* of electricity to the *customer* or any other person.

2.2 A supplier's obligations

2.2.1 A *supplier* must provide each of its *customers* with a copy of the *supplier's* Electricity Customer Charter (in accordance with clause 1.2.1) and information on -

- the type and frequency of bills the *customer* will receive;
- payment options available to the *customer*;
- government energy assistance schemes and concessions;
- how to make a complaint to, or enquiry of, the *supplier*;
- the Electricity Industry Ombudsman;
- the *supplier's* guaranteed service levels;
- the *supplier's* 24 hour, 7 days a week fault line;
- the *supplier's* language translation services; and
- the *customer's* quality of *supply* obligations.

2.2.2 The information referred to in clause 2.2.1 must be provided by the *supplier* in its Electricity Customer Charter, in the *customer's* bill or in other written form, free of charge as soon as reasonably practicable after 1 February 1997 and no later than the first bill in a new *customer's* billing cycle.

2.2.3 A *supplier* must, on request by a *customer*, provide the *customer* or the *customer's* *electrician* with reasonable information on -

- the *supplier's* tariffs, including any alternative tariffs which may be available to that *customer*; and
- the *supplier's* requirements in relation to the *customer's* proposed new *electrical installation*, or changes to the *customer's* existing *electrical installation*, including advice about *supply* extensions.

The information must be -

- provided to a *customer* free of charge within 10 *business days* of the *customer's* request; and
- if the *customer* requests it, provided in writing.

2.2.4 A *supplier* must guarantee service levels which are at least equal to those which appear in Appendix No. 3.

3. CONNECTION OF SUPPLY

3.1 Supply and metering equipment

3.1.1 A *supplier* must, in accordance with the *Retail Tariff Metering Code* and the *Service and Installation Rules* -

- provide, install and maintain, in a manner which is sensitive to the environment and the amenity of the area, equipment for the *supply* of electricity up to the *point of supply*; and
- provide, install and maintain standard metering and necessary ancillary equipment, at a suitable location to be provided by the *customer*.

3.2 Existing connections

3.2.1 Subject to clause 3.3 and a *customer* meeting the requirements in clause 3.2.2, a *supplier* must use its best endeavours to connect the *customer* at a *supply address* previously supplied by the *supplier* within one *business day*.

3.2.2 The *customer* must -

- make application (in person, by telephone or in writing) by 3pm and provide *acceptable identification* as required by the *supplier*;
- agree to pay the *supplier's* connection fee, the service to property charge and electricity usage charges as approved from time to time by *the Office*;
- provide contact details for billing purposes;
- if the request is made in respect of a rental property, provide contact details for the property owner or the owner's agent;
- if required by the *supplier*, satisfy the *supplier* that necessary safe, convenient and unhindered access to the *supply address*, the meter and the *electrical installation* is available;
- if required by the *supplier*, provide the *supplier* with estimated electrical load information for the *customer's* proposed use of the *supply address*;
- if required in accordance with Part 9 of this Code, provide a *refundable advance*, *bank guarantee* or enter into a payment arrangement; and
- not have an outstanding debt relating to a previous *supply address* (other than a debt the subject of a bona fide dispute, or for which repayment arrangements have been made).

3.2.3 The *supplier* must connect the *customer's supply address* only in accordance with the *State Electricity Commission Wiring Regulations 1992*.

3.2.4 Where *augmentation* of a *supplier's* network is required in order for the *supplier* to *supply* a *customer*, the *supplier's* and the *customer's* respective rights and obligations shall, subject to an agreement to the contrary, be determined in accordance with *the Office's Electricity Industry Guidelines Nos. 1 and 2*.

3.3 New connections

3.3.1 Subject to -

- adequate supply being available at the required voltage at the boundary of a new *supply address*;

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- the *electrical installation* at the *supply address* complying with the *Service and Installation Rules* and the *State Electricity Commission Wiring Regulations 1992*; and
- the *customer* satisfying the requirements in clause 3.3.2,

a *supplier* must use its best endeavours to make supply available at a new *supply address* on the date agreed with the *customer* or, where no date is agreed with the *customer*, the *supplier* must connect the new *supply address* within 20 *business days* from the date of application.

3.3.2 The *customer* must -

- make application (in person, by telephone or in writing) and provide *acceptable identification* as required by the *supplier*;
- ensure that a Notice of Installation Work and a Notice of Completion of Electrical Installation Work from a *electrician* are provided to the *supplier*;
- if required by the *supplier*, satisfy the *supplier* that necessary safe, convenient and unhindered access to the *supply address*, the meter and the *electrical installation* is available;
- if required by the *supplier*, provide the *supplier* with estimated electrical load information for the *customer's* proposed use of the *supply address*;
- agree to pay the *supplier's* connection fee, the service to property charge and electricity usage charges, as approved from time to time by *the Office*;
- provide contact details for billing purposes;
- if required in accordance with Part 9 of this Code, provide a *refundable advance*, *bank guarantee*, or enter into a payment arrangement; and
- not have an outstanding debt relating to a previous *supply address* (other than a debt the subject of a bona fide dispute, or for which repayment arrangements have been made).

3.4 Use of supply

3.4.1 A *customer* must not -

- allow electricity supplied by a *supplier* to the *customer's supply address* to be used at another *supply address*;
- take at the *customer's supply address*, electricity supplied to another *supply address*;
- *supply* electricity to any other person, except in accordance with a licence issued by *the Office* or an exemption granted under the *Electricity Industry Act 1993*;
- tamper with, or permit tampering with, the meter or associated equipment;
- bypass, or allow electricity supplied to the *supply address* to bypass, the meter;
- allow electricity supplied under a residential tariff to be used for non-residential purposes; or
- allow electricity supplied under a specific purpose tariff (eg. - an off-peak storage water tariff) to be used for another purpose.

3.5 Illegal use

3.5.1 Where a *customer* has obtained *supply* otherwise than as permitted by this Code, the *supplier* may -

- estimate the usage for which the *customer* has not paid;
- take debt recovery action for the unpaid amount; and
- take action in accordance with Part 10 to disconnect *supply* to the *customer's* premises.

3.5.2 Where a *customer's* action in obtaining *supply* otherwise than as permitted by this Code results in damage to the *supplier's* equipment, the *customer* may be liable for repair or replacement costs and the *supplier* may take action to recover such costs.

4. QUALITY OF SUPPLY

4.1 Distribution Code

4.1.1 A *supplier* must use its best endeavours to provide *supply* in accordance with the *Distribution Code*.

4.2 Compensation

4.2.1 A *supplier* may be required to compensate a *customer* for damage to the *customer* or the *customer's* property caused by the fault of the *supplier*.

4.3 A customer's right to information

4.3.1 Where a *customer* requests, the *customer's supplier* must provide, within 10 *business days*, an explanation for any change in the quality of the *supply* of its electricity outside the allowed limits specified by the *Distribution Code*.

4.4 A customer's quality of supply obligations

4.4.1 A *customer* must, in accordance with the *Distribution Code*, ensure that -

- the distribution network; or
- the quality of *supply* to other *customers*,

is not adversely affected by the *customer's* actions or equipment.

4.4.2 A *supplier* must, on request by a *customer*, provide a *customer* with a copy of the *Distribution Code*.

4.4.3 A *supplier* may impose a charge (determined by reference to its *Approved Statement of Charges*) for providing a *customer* with a copy of the *Distribution Code*.

5. RELIABILITY OF SUPPLY

5.1 A supplier's obligation

5.1.1 Subject to this Part, a *supplier* must use its best endeavours to provide a reliable *supply* to a *customer* in accordance with the *Distribution Code*.

5.2 A supplier's right to interrupt supply

5.2.1 Subject to this Part and Part 10, a *supplier* may interrupt supply for maintenance or repair, for installation of a new *supply* to another *customer*, in an *emergency*, or for health or safety reasons.

5.3 Unplanned interruptions

5.3.1 In the case of an unplanned interruption, the *supplier* must provide a 24 hour telephone number to enable *customers* to ascertain details, and the expected duration, of the interruption.

5.4 A customer's right to information

5.4.1 A *supplier* must, at the request of a *customer*, provide an explanation for any interruption to *supply* to the *customer's supply address* and, if the *customer* requests that the explanation be in writing, it must be given in writing within 20 *business days* of the request.

6. SAFETY OF SUPPLY

6.1 A supplier's obligations

6.1.1 A *supplier* must -

- ensure that its distribution system is safe and meets the requirements of any regulation made pursuant to sections 110 and 111 of the *State Electricity Act 1958* and applicable codes; and
- at the request of a *customer*, provide to the *customer* advice -
 - on the facilities required to protect the *supplier's* equipment; and
 - on the *customer's* use of *supply* so that it does not interfere with the *supplier's distribution system* or with *supply* to any other *electrical installation*.

6.2 A customer's obligations

6.2.1 Subject to clause 6.2.2, a *customer* must -

- maintain the *electrical installation* at the *customer's supply address* in a safe condition;
- provide and maintain at the *customer's supply address* a facility to protect the *supplier's* equipment which meets the requirements of the *Retail Tariff Metering Code*;

- ensure that written advice is provided to the *supplier* by an *electrician* of any changes the *customer* makes to the *electrical installation*;
- provide safe, convenient and unhindered access to the supply address to enable work to be carried out;
- keep all vegetation at the *supply address* clear from all low voltage service lines at the *supply address* and all vegetation on the supply address clear of any private electric line on neighbouring property in accordance with the *Code of Practice for Powerline Clearance (Vegetation) Regulations 1996*; and
- keep all structures and vehicles clear of all electric lines at or over the supply address in accordance with the *Electrical Safety (Network Asset) Regulations 1996*.

6.2.2 A *customer* must not

- allow a person, other than a person who is (to the best of the *customer's* knowledge) an *electrician*, to perform any wiring work on the *electrical installation*;
- use the electricity *supply* in a manner that the customer ought reasonably to be aware may-
 - interfere with the *supplier's distribution system* or with *supply* to any other *electrical installation*; or
 - cause damage or interference to any third party; or
- interfere, or knowingly allow interference, with the *supplier's distribution system* or any metering equipment at the *supply address*, except as may be permitted by law.

7. **BILLS**

7.1 **When bills are issued**

7.1.1 A *supplier* must issue a bill to a *customer* at least every three months.

7.2 **How bills are issued**

7.2.1 A *supplier* must issue a bill to -

- the *customer* at the address nominated by the *customer*;
- where the *customer* has made a written request of the *supplier* to do so, the *customer's* agent at the address specified in the request; or
- a person authorised to act on behalf of the *customer* at the address specified by the person.

7.3 **Contents of a bill**

7.3.1 The *supplier* must separately itemise the following charges on any bill issued by it -

- the service to property charge (including, where appropriate, the Service to Property Charge Concession);

- an electricity usage charge; and
- any other charge in connection with the *supply* of electricity, such as a reconnection fee or a charge for services provided, either at the request of the *customer* or due to the failure of a *customer* to perform an obligation under this Code.

7.3.2 Where a *supplier* provides goods or services additional to those referred to in clause 7.3.1, the *supplier* may bill those goods or services separately. Where a *supplier* chooses not to bill separately, the *supplier* must -

- include the charges for such goods and services as separate items in its bills;
- apply payments received from a *customer* as directed by the *customer*; and
- where a *customer* does not direct how the payment is to be allocated, the *supplier* must apply the payment to the items referred to in clause 7.3.1 before applying any portion of it to the additional goods or services.

7.3.3 A *supplier* must include the following particulars on each bill in a *customer's billing cycle*. To avoid doubt, nothing in this clause precludes a *supplier* including additional particulars on a bill (eg - a reference to the Electricity Industry Ombudsman) -

- the dates of the previous and current meter readings or estimates;
- the previous and the current meter readings or estimates;
- consumption, or estimated consumption, in kWhs;
- the relevant tariff or tariffs;
- the meter number or numbers;
- the amount due;
- the pay by date;
- a summary of the payment methods and instalment payment options set out in Part 8;
- the telephone number for billing and payment enquiries;
- a 24 hour contact telephone number for faults and emergencies;
- the *customer's supply address* and any relevant mailing address;
- the *customer's* name and account number;
- the amount of arrears or credit;
- the amount of any *refundable advance* provided by the *customer*;
- the amount of any other charge (as described in clause 7.3.1) and details of the service provided;
- in languages appropriate to the *supplier's customer* base, referral to interpreter services offered by the *supplier* or as otherwise available; and
- on *residential customer's* bills only, a reference to the availability of concessions and during the relevant period, particular reference to the Winter Energy Concession.

7.3.4 Subject to clause 7.3.5, a *supplier* must display on each quarterly bill a graphical illustration of the *customer's* current usage and, to the extent that data is available -

- the *customer's* usage for each billing period over the past 12 months; and

- a comparison of the *customer's* usage with the *customer's* usage for the same period of the previous year.

7.3.5 A *supplier* need not include a graphical illustration on a quarterly bill -

- when it is the *customer's* first bill; or
- where there is nil or very low electricity consumption.

7.3.6 Where a *customer* requests and the data is available, a *supplier* must provide to the *customer* free of charge the *customer's* historical billing data for the previous three years. Where the *customer* requests historical billing data beyond the previous three years, the *supplier* may impose a charge for providing the data determined by reference to its *Approved Statement of Charges*.

7.4 The basis of a bill

7.4.1 Subject to clause 7.4.2, a *supplier* must -

- base a *customer's* bill on a reading of the meter at the *customer's supply address*; and
- read the meter at a *customer's supply address* as frequently as is required to meet its obligation under this Part and, in any event, at least once in any 12 months; or
- for unmetered *supply*, base a *customer's* bill on tariffs approved by *the Office*.

7.4.2 Where a *supplier* is unable to base a bill on a reading of the meter at a *customer's supply address* because -

- access is denied as a result of action by the *customer*, a third party, weather conditions or an industrial dispute;
- access is denied for safety reasons;
- the meter or ancillary equipment has recorded usage incorrectly; or
- the meter has been tampered with,

the *supplier* may provide the *customer* with an estimated bill based on -

- the *customer's* reading of the meter; or
- the *customer's* prior billing history; or
- where the *customer* does not have a prior billing history, either average usage of electricity at the relevant tariff or average usage at the *supply address*, whichever is the lower.

7.4.3 Where, because of circumstances referred to in clause 7.4.2, a *supplier* has provided a *customer* with an estimated bill, and the *supplier* is subsequently able to read the meter, the *supplier* must adjust the estimated bill in accordance with the meter reading.

7.4.4 Where a *customer* has denied access to a *supplier* for the purposes of reading a meter at the *customer's supply address* and subsequently requests the *supplier* to replace an

estimated bill with a bill based on a reading of the meter, provided the customer allows access to the meter, the *supplier* must comply with the request and may impose a charge for doing so determined by reference to its *Approved Statement of Charges*.

7.5 Undercharging

7.5.1 Subject to clause 7.5.2, where a *supplier* has undercharged a *customer* as a result of the *supplier's* error, it may recover from the *customer* the amount undercharged.

7.5.2 Where a *supplier* proposes to exercise its right under clause 7.5.1 to recover an amount undercharged as a result of its error, the *supplier* must -

- limit the amount to be recovered to the amount undercharged in the 12 months prior to the *customer's* last bill;
- list the amount to be recovered as a separate item in a special bill or in the next bill in the *customer's billing cycle* together with an explanation of the amount;
- not charge the *customer* interest on the amount; and
- if the *customer* requests it, allow the *customer* time to pay the amount undercharged in agreed instalments, up to a period equal to the period in which the undercharging occurred, to a maximum period of 12 months.

7.5.3 Where a *supplier* has undercharged a *customer* as a result of the *customer's* fraud or use of electricity otherwise than in accordance with this Code, the *supplier* may take action in accordance with clause 3.5 of this Code.

7.6 Overcharging

7.6.1 Where a *customer* has been overcharged as a result of an error by a *supplier*, the *supplier* must-

- inform the *customer* accordingly within 10 *business days* of the *supplier* becoming aware of the error; and
- seek from the *customer* instructions whether the amount is to be paid to -
 - the credit of the *customer's* account;
 - the *customer*; or
 - on the *customer's* written instructions, to another person,

and pay the amount in accordance with the *customer's* instructions.

7.6.2 No interest shall accrue to a credit or refund referred to in clause 7.6.1.

7.7 Period outside usual billing cycle

7.7.1 Where a *customer's* bill covers a period other than the *customer's* usual *billing cycle*, the *supplier* must adjust the service to property charge and the kWh usage calculation for step tariffs on a pro-rata basis.

7.8 Where a tariff has changed

7.8.1 Where a *customer's* tariff is changed or a *customer's* tariff rate changes during a billing period, the *supplier* must calculate the *customer's* bill on the basis of pro-rata application of each tariff to its respective period.

8. PAYING THE BILL

8.1 Electricity Industry Guideline No. 4: Accounts Collection Cycle

8.1.1 In specifying payment periods or issuing notices in relation to the collection of accounts, a *supplier* must observe *Electricity Industry Guideline No. 4: Accounts Collection Cycle*.

8.2 When payment is due

8.2.1 A *customer* must pay a bill by the pay by date specified in the bill.

8.2.2 Unless otherwise specified by the *supplier*, the date of dispatch shall be the date of the bill.

8.2.3 The pay by date specified in the bill must not be less than 12 *business days* from the date of dispatch of the bill.

8.3 Payment methods

8.3.1 A *supplier* must offer the following payment methods and may, at its discretion, offer additional methods -

- in person at a network of agencies or payment outlets providing a level of *customer* access at least equal to that provided by the *supplier* to its *customers* at 3 October 1994;
- by mail;
- by direct debit under a payment arrangement agreed by the *customer*, the *supplier* and the *customer's bank* .

8.3.2 A *supplier* must give *the Office* 60 days written notice of the *supplier's* intention to change a network of agencies referred to in clause 8.3.1.

8.3.3 Where a *customer* is to be absent for a long period (eg - on a holiday or due to an illness) and is unable to arrange payment by one of the above methods, the *supplier* must also offer -

- payment in advance facilities; and
- redirection of the *customer's* bill as requested by the *customer*.

8.4 Concessions, rebates or grants

8.4.1 A *supplier* must, on request by a *residential customer*, provide free of charge, information on the following concessions, rebates or grants and the eligibility requirements for such concessions, rebates or grants -

- Winter Energy Concession;
- Life support machines;
- Group Homes;
- Multiple Sclerosis;
- Service to Property Charge supply concession;
- Transfer fee waiver; and
- Energy Relief Grant Scheme.

8.5 Payment difficulties

8.5.1 Where a *residential customer* indicates to a *supplier* that the *customer* is experiencing difficulties in paying a bill or requires payment assistance, the *supplier* must offer the following payment options -

- instalment plan options (see clause 8.6);
- the right to have a bill redirected to a third person;
- information about, and referral to, Victorian Government assistance programs; and
- information on independent financial counselling services.

8.5.2 Nothing in clause 8.5.1 precludes a *supplier* from offering additional payment options, advice, assistance or information to *customers* generally.

8.6 Paying by instalments

8.6.1 A *supplier* must offer the following payment options to a *residential customer* -

- an instalment plan under which a *customer* may make payments in advance towards the next bill in the *customer's billing cycle*; and
- an instalment plan under which the *customer* may pay arrears (including any disconnection or reconnection charges) and continuing usage.

8.6.2 Nothing in clause 8.6.1 precludes a *supplier* from offering the options under clause 8.6.1 to a *business customer* or from offering additional payment options to *customers* generally.

8.6.3 A *supplier* may require a *customer* to pay by instalments if the *customer* is in arrears or as an alternative to the *customer* paying a *refundable advance*.

8.6.4 A *supplier* is not required to offer a *customer* an instalment plan if the *customer* has, in the previous 12 months, had 2 instalment plans cancelled due to non-payment. In such a

case, the *supplier* is required to offer another instalment plan only if the *customer* provides *reasonable assurance* to the *supplier* that the *customer* will comply with the plan.

8.6.5 A *supplier* offering an instalment plan must -

- in determining the period of the plan and calculating the amount of the instalments, take into account information from the *customer* about the *customer's* usage needs and capacity to pay;
- specify the period of the plan;
- specify the number of instalments;
- specify the amount of the instalments which will pay the *customer's* arrears (if any) and estimated usage during the period of the plan;
- state how the amount of the instalments is calculated;
- state that due to seasonal fluctuations in the *customer's* usage, paying by instalments may result in the *customer* being in credit or debit during the period of the plan;
- monitor the *customer's* usage while on the plan;
- have in place fair and reasonable procedures to address payment difficulties a *customer* may face while on the plan;
- make provision for re-calculation of the amount of the instalment where the difference between the *customer's* estimated usage and actual usage may result in the *customer* being significantly in credit or debit at the end of the period of the plan; and
- provide the *customer* with options for balancing the plan towards the end of its period, for example, a refund of credits accrued or a one off extra payment to redress any shortfall.

8.7 Direct debit

8.7.1 Where a *supplier* offers the option of payment directly from an account with a *bank* (whether or not by instalments), the *supplier* must agree in writing with the *customer* the amount (which may include the full bill or an agreed instalment) and frequency of those payments (direct debits). The *supplier* may not increase the amount or frequency without the *customer's* agreement in writing.

8.8 Review of a bill

8.8.1 A *supplier* must review a *customer's* bill at the *customer's* request.

8.8.2 Where a *supplier* is reviewing a bill, the *customer* must pay -

- that portion of the bill under review that the *customer* and the *supplier* agree is not in dispute; or
- an amount equal to the average amount of the *customer's* bills in the previous 12 months; and
- any future bills.

8.8.3 Where, after conducting a review of a bill and/or check readings and/or examination of a meter, a *supplier* is satisfied that it is -

- correct, a *customer* may request the *supplier* to conduct a meter test in accordance with the *Retail Tariff Metering Code*. If the meter is found to be accurate, the *customer* must pay the cost of the test and pay the amount of the bill;
- incorrect, the *supplier* must make a correction in accordance with clause 7.5 or 7.6.

8.9 Shortened collection cycle

8.9.1 Where a *supplier* has, in accordance with *the Office's Electricity Industry Guideline No. 4: Accounts Collection Cycle*, issued a *customer* who is on a quarterly billing cycle with -

- reminder notices in respect of three consecutive bills; or
- two consecutive Disconnection Warnings,

the *supplier* may place the *customer* on a shortened collection cycle.

8.9.2 Before a *supplier* may place a *customer* who is on a quarterly billing cycle on a shortened collection cycle, the *supplier* must inform the *customer* that -

- receipt of a third reminder notice (or second disconnection warning) may result in the *customer* being placed on a shortened collection cycle;
- being placed on a shortened collection cycle will result in the *customer* not receiving a reminder notice until the *customer* has paid three consecutive bills in the *customer's billing cycle* by the pay by date;
- alternative payment arrangements, such as instalment plans offered by the *supplier*, are available; and
- the *customer* may obtain further information from the *supplier* on a specified telephone number.

8.9.3 Where a *supplier* has, in accordance with *the Office's Electricity Industry Guideline No. 4: Accounts Collection Cycle*, issued a *customer* who is on a monthly billing cycle with two disconnection warnings, the *supplier* may place the *customer* on a shortened collection cycle.

8.9.4 Before a *supplier* may place a *customer* who is on a monthly billing cycle on a shortened collection cycle, the *supplier* must inform the *customer* that -

- receipt of a second disconnection warning may result in the *customer* being placed on a shortened collection cycle;
- once on a shortened collection cycle, the *customer* must pay three consecutive bills in the *customer's billing cycle* by the pay by date to return to the standard monthly account collection cycle; and
- the *customer* may obtain further information from the *supplier* on a specified telephone number.

8.9.5 Where, after giving a *customer* notice as required in clause 8.9.2 or clause 8.9.4, a *supplier* decides to shorten its collection cycle in respect of a *customer*, the *supplier* must give the *customer* written notice of the decision within 10 *business days* of the decision.

8.10 Charge for dishonoured payments

8.10.1 Where a *customer* pays a *supplier's* bill by cheque, by a direct debit from an account with a *bank* or by credit card and the payment is dishonoured or reversed by the *customer's bank* resulting in the *supplier* incurring a *bank fee*, the *supplier* may recover the *bank fee* from the *customer*.

8.11 Vacating a supply address

8.11.1 A *customer* must give the *supplier* at least 3 *business days* notice of the date on which the *customer* intends to vacate the *customer's supply address* and a forwarding address to which a final bill may be sent.

8.11.2 Where a *customer* gives notice in accordance with clause 8.11.1, the *customer* will remain responsible for paying for electricity supplied to the *supply address* and otherwise remain responsible for fulfilling the *customer's* obligations under this Code at the *supply address* to the date notified under clause 8.11.1.

8.11.3 If a *customer* does not give a notice in accordance with clause 8.11.1, the *customer* will remain responsible for paying for electricity supplied to the *supply address* and otherwise remain responsible for fulfilling the *customer's* obligations under this Code at the *supply address* until 3 *business days* notice is given, or until a new *customer* commences to take supply at the *supply address*, whichever occurs first.

9. REFUNDABLE ADVANCES AND ALTERNATIVES

9.1 Refundable advances

9.1.1 Subject to clauses 9.2 and 9.3, a *supplier* may require a *customer* to provide a *refundable advance* before connection to supply.

9.1.2 The amount of a *refundable advance* must be no greater than -

- for a *customer* who is on a quarterly billing cycle, 1.5 times the average quarterly bill, the amount to be approved by *the Office* and reviewed annually; and
- for a *customer* who is on a monthly billing cycle, 2.5 times the average monthly bill, the amount to be calculated with reference to a schedule of business types, approved by *the Office* and reviewed annually.

9.2 Residential customers

9.2.1 A *supplier* must not require a *residential customer* to provide a *refundable advance* before connection to *supply* unless -

- the *customer* has left a previous *supply address* without settling an outstanding electricity usage debt, the debt remains outstanding and the *customer* refuses to make an arrangement to pay it; or
- the *customer* has within the previous two years been responsible for the illegal use of electricity; or
- the *customer* is a new *customer* and has refused to produce *acceptable identification*; or
- the *supplier* has, in accordance with clauses 8.5 and 8.6, offered the *customer* an instalment plan or other payment option and the *customer* has refused, or failed to agree to, the offer.

9.3 Business customers

9.3.1 A *supplier* must not require a *business customer* to provide a *refundable advance* before connection to *supply* unless -

- the *business customer* is a new business which does not have a satisfactory established electricity account payment record in the same name at another *supply address*; or
- the business does not have a satisfactory credit rating; or
- the business does not have a satisfactory electricity account payment history.

9.3.2 A *supplier* may increase a *business customer's* existing *refundable advance*, in accordance with clause 9.1.2, where it is insufficient to secure the *customer's* current electricity usage.

9.3.3 A *supplier* must accept a *bank* guarantee as an alternative to any *refundable advance* it has required a *business customer* to pay.

9.4 Interest on refundable advances

9.4.1 Where a *supplier* has received a *refundable advance* from a *customer*, the *supplier* must pay to the *customer* interest on the advance at a rate and on terms and conditions as approved by the *Office*.

9.5 Return of refundable advances

9.5.1 Where a *customer* has been required by a *supplier* to pay a *refundable advance*, the *supplier* must, within 10 *business days* of -

- a *residential customer* completing one year's payment of the *customer's billing cycle* by the pay by dates on the initial bills; or

- a *business customer* completing two years payment of the *business customer's billing cycle* by the pay by dates on the initial bills,

inform the *customer* in writing of the amount of the *refundable advance* and interest, seek from the *customer* instructions whether the amount is to be paid to -

- the credit of the *customer's* account;
- the *customer*; or
- on the *customer's* written instructions, to another person,

and pay the amount in accordance with the *customer's* instructions.

9.5.2 Where a *customer* has -

- been required by a *supplier* to pay a *refundable advance*; and
- requested that *supplier* to cease supplying the *customer's supply address*,

the *supplier* must, within 10 *business days* of the *customer* ceasing to take *supply*, inform the *customer* in writing of the amount (if any) of the *refundable advance* and interest thereon that is available for disbursement after payment of any outstanding amount due to the *supplier*, seek the *customer's* instructions whether the amount available for disbursement (if any) is to be paid to -

- the *customer*;
- to the credit of the *customer's* account at another *supply address* within the *supplier's* area; or
- on the *customer's* written instructions, to another person,

and pay the amount in accordance with the *customer's* instructions.

9.5.3 Where a *supplier* has accepted a *bank* guarantee from a *business customer* in lieu of a *refundable advance*, the *supplier* must, within 10 *business days* of the *customer* completing two year's payment of the *customer's billing cycle* by the pay by dates on the initial bills, inform the *customer* that the *bank* guarantee is no longer required and return the guarantee to the *customer*.

9.6 Identification in a supplier's accounts

9.6.1 A *supplier* must separately identify in its company accounts at all times, the value of *refundable advances* which it holds for -

- *residential customers*; and
- *business customers*,

together with the value of accrued but unpaid interest thereon.

9.7 Use of a refundable advance

9.7.1 A *supplier* may use a *customer's refundable advance* and interest which has accrued to it to offset any amount owed by a *customer* to the *supplier* -

- if the *customer* fails to pay a bill resulting in disconnection of the *supply address*;
- if the *customer* defaults on a final bill; or
- at the request of a *customer* who is vacating the *supply address* or requesting disconnection of *supply* to the *supply address*.

9.7.2 Where a *supplier* uses a *refundable advance* in accordance with clause 9.7.1, the *supplier* must provide to the *customer* an account of its use of the *refundable advance* and pay the balance (if any) of the *refundable advance* to the *customer* within 10 *business days*.

10. DISCONNECTION OF SUPPLY

10.1 Debt - unpaid bills

10.1.1 Subject to this Part and complying with the timeframes for notices in the *Office's Electricity Industry Guideline No. 4 : Accounts Collection Cycle*, a *supplier* may disconnect *supply* to a *customer's supply address* if a *customer* has not -

- paid; or
- agreed to an offer (made in accordance with clauses 8.5 and 8.6) of an instalment plan or other payment option to pay; or
- adhered to the *customer's* obligations to make payments in accordance with an agreed payment plan relating to,

the service to property charge, electricity usage charge or other charge of the kind referred to in clause 7.3.1.

10.2 Residential customers

10.2.1 Where, because of a lack of sufficient income on the part of a *residential customer* and any other person normally resident at the *customer's supply address*, the *customer* is unable to pay a *supplier's* service to property charge or electricity usage charge or other charge of the kind referred to in clause 7.3.1, the *supplier* must not disconnect the *supply* to the *customer's supply address* until the *supplier* has-

- offered the *customer* alternative payment options of the kind referred to in Part 8;
- given the *customer* information on government funded concessions as outlined in clause 8.4 and, in particular, information on the Energy Relief Grant Scheme;
- on request, and in accordance with the guideline issued by the Department of Human Services, given the *customer* an application form for the Energy Relief Grant Scheme;

- used its best endeavours to contact the *customer* personally, or by lettergram or registered mail, or by telephone; and
- given the *customer*, by way of a written Disconnection Warning, *5 business days* notice of its intention to disconnect the *customer* (the 5 days shall be counted from the *date of receipt* of the Disconnection Warning),

and the *customer* has -

- refused or failed to accept the offer within a time (not less than *5 business days*) specified by the *supplier*; or
- accepted the offer, but has refused or failed to take any reasonable action towards settling the debt within a time (not less than *5 business days*) specified by the *supplier*.

10.3 Business customers

10.3.1 A *supplier* must not disconnect the *supply* to a *business customer's supply address* unless the *supplier* has -

- used its best endeavours to contact the *customer* personally, or by lettergram or registered mail, or by telephone;
- offered the *customer* an extension of time to pay on terms and conditions, which may include interest at a rate approved by the *Office* from time to time; and
- given the *customer*, by way of a written Disconnection Warning, *5 business days* notice of its intention to disconnect the *customer* (the 5 days shall be counted from the *date of receipt* of the Disconnection Warning);

and the *customer* has -

- refused or failed to accept the offer within a time (not less than *5 business days*) specified by the *supplier*; or
- accepted the offer, but has refused or failed to take any reasonable action towards settling the debt within a time (not less than *5 business days*) specified by the *supplier*.

10.4 Denying access to the meter

10.4.1 Subject to clause 10.4.2, where a *customer* fails to comply with the *customer's* access obligations in Part 16 and a *supplier* is denied access to the *customer's supply address* for the purposes of reading the meter for the purposes of issuing 3 consecutive bills in the *customer's billing cycle*, the *supplier* may disconnect *supply* to the *customer's supply address*.

10.4.2 A *supplier* must not exercise its disconnection right under clause 10.4.1 unless the *supplier* has -

- given to the *customer* an opportunity to offer reasonable alternative access arrangements;
- on each of the occasions it was denied access, given to the *customer* written notice requesting access to the meter at the *supply address*;
- used its best endeavours to contact the *customer* personally, or by lettergram or registered mail, or by telephone; and
- given the *customer*, by way of a written Disconnection Warning, 5 *business days* notice of its intention to disconnect the *customer* (the 5 days shall be counted from the *date of receipt* of the Disconnection Warning).

10.5 Emergencies

10.5.1 Notwithstanding any other clause in this Part, a *supplier* may disconnect or interrupt *supply* to a *customer's supply address* in the case of an *emergency*.

10.5.2 Where a *supplier* exercises its disconnection right under clause 10.5.1, the *supplier* must -

- provide, by way of its 24 hour *emergency* line, information on the nature of the *emergency* and an estimate of the time when *supply* will be reconnected; and
- use its best endeavours to reconnect the *customer's supply address*.

10.6 Health and safety

10.6.1 Notwithstanding any other clause in this Part and subject to clause 10.6.2, a *supplier* may disconnect or interrupt *supply* to a *customer's supply address* for reasons of health or safety.

10.6.2 Except in the case of an *emergency*, or where there is a need to reduce the risk of fire or where relevant regulations require it, a *supplier* must not disconnect a *customer's supply address* for a health or safety reason unless the *supplier* has -

- given the *customer* written notice of the reason;
- allowed the *customer* 5 *business days* to remove the reason (the 5 days shall be counted from the *date of receipt* of the notice); and
- at the expiration of those 5 *business days* given the *customer*, by way of a written Disconnection Warning, another 5 *business days*' notice of its intention to disconnect the *customer* (the 5 days shall be counted from the *date of receipt* of the notice).

10.7 Planned maintenance

10.7.1 Subject to clauses 10.7.2 and 10.7.3 a *supplier* may disconnect or interrupt supply to a *customer's supply address* for the purposes of carrying out planned maintenance on, or augmentation to, the *supplier's system*.

10.7.2 A *supplier* must not exercise its right to disconnect under clause 10.7.1 unless the *supplier* has given the *customer* not less than 4 *business days*' written notice of its intention to disconnect (the days shall be counted from the *date of receipt* of the notice).

10.7.3 A *supplier* must use its best endeavours to minimise interruptions to *supply* occasioned by planned maintenance or augmentation and restore *supply* as soon as practicable.

10.8 Illegal use

10.8.1 Notwithstanding any other clause in this Part, a *supplier* may disconnect *supply* to a *customer's supply address* immediately where the *customer* has obtained the *supply* of electricity at the *supply address* otherwise than in accordance with this Code.

10.9 Refundable advances

10.9.1 Subject to clause 10.9.2, a *supplier* may disconnect *supply* to a *customer's supply address* where the *customer* refuses to pay a *refundable advance* or provide a *bank* guarantee in accordance with Part 9 of this Code.

10.9.2 A *supplier* must not exercise its right to disconnect under clause 10.9.1 unless the *supplier* has given the *customer* not less than 5 *business days* written notice of its intention to disconnect (the days shall be counted from the *date of receipt* of the notice).

10.10 When a supplier must not disconnect

10.10.1 A *supplier* must not disconnect *supply* to a *customer's supply address* -

- for non-payment of a bill where the amount outstanding is less than an amount approved by *the Office* and the *customer* has, in accordance with Part 8, agreed with the *supplier* to repay the amount;
- where the *customer* or a person residing at the *customer's supply address* is registered with the *supplier* as being dependent on a designated life support system;
- where a *customer* has made a complaint, directly related to the reason for the proposed disconnection, to the Electricity Industry Ombudsman or another external dispute resolution body and the complaint remains unresolved;
- where the *customer* has formally applied for an Energy Relief Grant and a decision on the application has not been made;
- where the *customer* has failed to pay an amount on a bill which does not relate to the service to property charge, the electricity usage charge or other charge of the kind referred to in clause 7.3.1;

- after 3 pm on a weekday; or
- on a Friday, on a weekend, on a public holiday or on the day before a public holiday, except in the case of a planned interruption.

10.11 A customer's right to request disconnection

10.11.1 A *supplier* must use its best endeavours to disconnect *supply* to a *customer's supply address* and finalise the *customer's* accounts in accordance with the *customer's* request.

11. RECONNECTION AFTER DISCONNECTION

11.1 Supplier and customer obligations

11.1.1 Where a *supplier* has exercised its right to disconnect *supply* to a *customer's supply address* -

- under clause 10.1, for non-payment of a bill and the *customer* has paid or agreed to accept an offer (made in accordance with Part 8) of an instalment plan, or other payment option;
- under clause 10.4, because it was denied access to the meter and the *customer* provides access to the meter;
- under clause 10.6, for a health or safety reason and the *customer* has removed the reason;
- under clause 10.8, for obtaining *supply* otherwise than in accordance with this Code and the *customer* has ceased to so obtain *supply* and has paid, or made an arrangement to pay, for the *supply* so obtained; and
- under clause 10.9, because the *customer* had refused to pay a *refundable advance* or provide a *bank* guarantee and has subsequently done so,

the *supplier* must, subject to -

- Part 3 of this Code;
- the *customer* making a request for reconnection; and
- paying the *supplier's* reconnection fee, if any, as listed in its *Approved Statement of Charges*,

reconnect the *customer's* supply.

11.2 Request by 5 pm

11.2.1 Where pursuant to clause 11.1.1 a *supplier* is under an obligation to reconnect a *customer* and the *customer* makes a request for reconnection before 5 pm on a *business day*, the *supplier* must make the reconnection on the day of the request.

11.3 Request after 5 pm

11.3.1 Where pursuant to clause 11.1.1, a *supplier* is under an obligation to reconnect a *customer* and the *customer* makes a request for reconnection after 5 pm, the *supplier* must, subject to clause 11.3.2, make the reconnection on the next *business day*.

11.3.2 Where pursuant to clause 11.1.1, a *supplier* is under an obligation to reconnect a *customer* and the *customer* makes a request for reconnection after 5 pm and before 10 pm and pays the *supplier's* after hours reconnection charge as listed in the *supplier's Approved Statement of Charges*, the *supplier* must make the reconnection on the day requested by the *customer*.

12. COMPLAINTS AND DISPUTE RESOLUTION

12.1 A supplier's obligations

12.1.1 A *supplier* must -

- manage a complaint made to it by a *customer* in accordance with the Australian Standard on Complaints Handling (AS 4269) 1995;
- publish information which will facilitate its *customers* accessing its complaints handling process; and
- when requested by a *customer*, provide the *customer* with information about -
 - the *supplier's* complaints handling process; and
 - the Electricity Industry Ombudsman.

12.2 A customer's rights

12.2.1 A *customer* may -

- make a complaint to a *supplier* about the *supplier's* acts or omissions;
- where the *customer* is not satisfied with the *supplier's* response to the complaint, raise the complaint to a higher level within the *supplier's* management structure; and
- where, after raising the complaints to a higher level, the *customer* is not satisfied with the *supplier's* response, refer the complaint to the Electricity Industry Ombudsman or other external dispute resolution body.

13. PRIVACY AND CONFIDENTIALITY

13.1 Subject to clause 13.1.2 a *supplier* must keep *customer* information confidential and, in particular, must not use information obtained from a *customer* for one purpose for another purpose.

13.2 Notwithstanding clause 13.1.1, a *supplier* may disclose *customer* information -

- if required by the law to do so; or

- where the *customer* gives the *supplier* explicit informed written consent on a form specifically designed for that purpose and approved by *the Office*.

14. SPECIAL NEEDS

14.1 Life support machine

14.1.1 Where a *customer* provides a *supplier* with confirmation from a registered medical practitioner or a hospital that a person residing at the *customer's supply address* requires a life support machine, the *supplier* must -

- register the *supply address* as a life support machine *supply address*;
- not disconnect *supply* to the *customer's supply address* while the person continues to reside at that address and requires the life support machine;
- give the *customer* -
 - at least 4 *business days*' written notice of any planned interruption to *supply* at the *supply address* (the 4 days to be counted from the *date of receipt* of the notice);
 - advice to assist the *customer* to prepare a plan of action in case an unplanned interruption should occur to the service provided by the *supplier*; and
 - an *emergency* telephone contact number.

14.1.2 A *customer* whose *supply address* has been registered by a *supplier* in accordance with clause 14.1.1, must inform the *supplier* if the person for whom the life support machine is required vacates the *supply address* or no longer requires the life support machine.

14.2 Language and large print needs

14.2.1 A *supplier* must -

- provide access to multi-lingual services to meet the reasonable needs of its *customers*; and
- provide, on request by a *customer*, large print versions of -
 - this Code, at a charge listed in the *supplier's Approved Statement of Charges*; and
 - the *supplier's* Electricity Customer Charter, free of charge.

15. ADVICE ON THE USE OF ELECTRICITY

15.1 A *supplier* must provide to a *customer* on request and free of charge -

- advice on how a *customer* may reduce the *customer's* electricity costs;
- advice on how, and at what estimated cost, a *customer* may arrange for an energy audit of the *customer's supply address*; and
- advice on the typical running costs of major domestic appliances.

16. ACCESS TO SUPPLY ADDRESS

16.1 A customer's obligations

16.1.1 A *customer* must allow a *supplier* and its equipment, safe, convenient and unhindered access to the *customer's supply address* for the following purposes -

- to read the meter at the *customer's supply address*;
- to connect or disconnect *supply*;
- to inspect or test the *electrical installation* at the *customer's supply address*;
- to undertake repairs, testing, or maintenance of the *supplier's distribution system*; and
- to prune or clear vegetation from electric lines at the *customer's supply address* in accordance with the *Code of Practice for Powerline Clearance (Vegetation) Regulations 1996*.

16.2 A supplier's obligations

16.2.1 Except in the case of an *emergency*, where the *customer* is the person responsible for maintaining vegetation under the *Code of Practice for Powerline Clearance (Vegetation) Regulations 1996*, a *supplier* intending to prune or clear vegetation from electric lines at a *supply address*, must give the *customer* at that *supply address* at least 14 days (10 *business days*) notice of its intention.

16.2.2. A *supplier's* representative seeking access to a *customer's supply address* under clause 16.1.1 must -

- carry, or wear in accordance with the *supplier's* requirements, official identification (eg - the *supplier's* name tag with photo); and
- show that identification on request by the *customer*.

16.3 Hazards

16.3.1 Where a *customer's supply address* contains a hazard, the *customer* must provide the *supplier* seeking access to the *supply address* under clause 16.1.1 with protection against the hazard, including any necessary protective clothing.

17. METERS

17.1 Retail Tariff Metering Code

17.1.1 A *supplier* and a *customer* must comply with the *Retail Tariff Metering Code* and the *Service and Installation Rules*.

17.1.2 A *supplier* must on request by a *customer* send to the *customer* a copy of the *Retail Tariff Metering Code* or the *Service and Installation Rules*. The *supplier* may impose a charge (determined by reference to its *Approved Statement of Charges*) for complying with the *customer's* request.

18. TREES

18.1 Code of Practice for Powerline Clearance (Vegetation) Regulations 1996

18.1.1 A *supplier* and a *customer* must comply with the *Code of Practice for Powerline Clearance (Vegetation) Regulations 1996*.

18.1.2 A *supplier* must on request by a *customer*, and free of charge, send to the *customer* a copy of the Code of Practice for Powerline Clearance (Vegetation) 1996 as published by the *Office of the Chief Electrical Inspector*.

19. TARIFFS AND CHARGES

19.1 Maximum tariffs and charges

19.1.1 Subject to clause 19.1.2, a *supplier* must observe and charge in accordance with

- the *Tariff Order*; and
- its *Approved Statement of Charges*.

19.1.2 To avoid doubt, nothing in clause 19.1.1, the *Tariff Order* or a *supplier's Approved Statement of Charges* precludes a *supplier* charging a *customer* less than the maximum charge specified in the Order or Statement.

19.2 Notice of tariffs

19.2.1 A *supplier* must give notice of its tariffs in the Government Gazette together with the terms and conditions upon which it *supplies* or sells electricity in respect of those tariffs.

19.2.2 A *supplier* must on request by a *customer* send to the *customer* free of charge a copy of its gazetted tariffs and its *Approved Statement of Charges*.

19.3 Variations

19.3.1 A *supplier* must give notice of any variation to its tariffs in the Government Gazette, together with the terms and conditions upon which it *supplies* or sells electricity.

19.3.2 A *supplier* must give notice to each of its *customers* affected by a variation in its tariffs as soon as practicable after the variation is gazetted and, in any event, no later than the next bill in a *customer's billing cycle*.

19.4 Alternative tariffs or tariff options

19.4.1 Where a *supplier* offers alternative tariffs or tariff options, a *customer* may, subject to clauses 19.4.2 - 19.4.7, transfer from one tariff to another.

19.4.2 A *customer* exercising the right given by clause 19.4.1 must make a written application to the *supplier*.

19.4.3 Where a *customer's* transfer from one tariff to another does not involve a change in the *supply* voltage or installation of new metering equipment, the *supplier* must (provided the *customer* meets the requirements of this Code and the tariff) supply the *customer* at the new tariff within 10 *business days* of the *customer's* application.

19.4.4 Where a *customer's* transfer from one tariff to another involves a change in the *supply* voltage or installation of new metering equipment, the *supplier* must make an offer to *supply* at the new tariff within 20 *business days* after receiving the *customer's* application or all information it reasonably requires to make an offer and must otherwise deal with the application in accordance with *the Office's Electricity Industry Guideline Nos. 1 or 2*, as appropriate.

19.4.5 Where a *customer* transfers from one tariff to another, the effective date of the transfer will be -

- the date on which the last meter reading at the old tariff was obtained; or
- where the transfer requires a change to the meter at the *customer's supply address*, the date the meter change is completed.

19.4.6 Where a *business customer* transfers from one tariff to another, the *customer* must remain on the new tariff for a minimum of 12 months, unless otherwise agreed with the *supplier*.

19.4.7 Where a *supplier's* tariff is conditional upon the nature of the *customer's* use of the *supply address* and there is a change in the *customer's* use of the *supply address*, the *customer* must inform the *supplier* accordingly.

19.4.8 Where in accordance with clause 19.4.7 a *customer* informs a *supplier* of a change in use of the *customer's supply address*, the *supplier* may require the *customer* to transfer to a tariff applicable to the *customer's* use of the *supply address*.

19.4.9 If a *customer* fails to give the notice required under clause 19.4.7, the *supplier* may transfer the *customer* retrospectively.

19.5 Off-peak tariffs

19.5.1 A *supplier* must include in its gazetted tariffs, details of its off-peak tariffs and the hours (in Eastern Standard Time) for which such tariffs are available.

19.5.2 Where a *supplier* provides a switching service to enable a *customer* to synchronise operation of the *customer's* equipment with the period of the *supplier's* off-peak tariff, it is the *customer's* responsibility to ensure that the hours of the switching service are synchronised with the period of the *supplier's* off-peak tariff.

19.6 Off-peak storage water heating and storage space heating tariffs

19.6.1 Subject to clauses 19.6.2 to 19.6.9 a *supplier* must include in its gazetted tariffs tariffs for -

- off-peak storage water heaters; and
- off-peak storage space heaters,

which comply with the requirements in clauses 19.6.2 to 19.6.9 and which are used at a *residential customer's supply address*.

Off-peak storage water heater requirements

19.6.2 A *supplier* is not obliged to offer a *customer* an off-peak storage water heater tariff unless the *customer's* heater -

- is installed at a *residential customer's supply address* and wired in accordance with the *State Electricity Commission Wiring Regulations 1992*;
- is of a type and design for which *the Office of the Chief Electrical Inspector* has issued a certificate indicating compliance with specified performance requirements of Australian Standard AS1056;
- has a rated delivery of not less than 160 litres or, in the case where additional or multiple heaters are installed, the total of the rated deliveries of the heaters supplied through the meter at the *customer's supply address* is not less than 160 litres; and
- has an element rating as set out in Table 1.

Table No. 1

Size of Heater (Litres Delivery)	Rating of Element (kW) 6 Hour Heating		
	Main	Booster (if fitted)	8 Hour Heating
31.5, 40, 50, 63	1.8	N/A	1.2
80, 100, 125	2.0	N/A	1.8
160	3.0	N/A	2.4
200	3.0	N/A	2.4
250	3.6	3.6	3.0
315	4.8	4.8	3.6
400 Single Element	6.0	-	4.8
400 Twin Element	4.8	4.8	-
500	2 x 3.6	N/A	2 x 3.0
630	2 x 4.8	N/A	2 x 3.6

N/A - not applicable

Storage space heater requirements

19.6.3 A *supplier* is not obliged to offer a *customer* an off-peak storage space heater tariff unless the *customer's* heater -

- is installed at a *residential customer's supply address* and wired in accordance with the *State Electricity Commission Wiring Regulations 1992*;
- has a total rating of not less than 120 watts and not more than 250 watts per square metre of heated area and a total storage input rating of not less than 1.8kW;
- complies with the *supplier's* requirements with regard to type, design and total wattage in relation to thermal storage capacity; and
- energises its storage elements only during the relevant hours specified in the *supplier's* gazetted tariffs.

19.6.4 A *supplier* must continue to offer an 8 hour heating period off-peak storage water heater tariff to each *customer* who has previously accepted such an offer in respect of the *customer's* existing heater.

19.6.5 A *supplier* must offer a 6 hour heating period off-peak storage water heater tariff.

19.6.6 A *supplier* must offer a 10 hour heating period off-peak tariff for permanently wired storage space heaters.

19.6.7 A *supplier* must provide a time switch or other form of control to control the *supply* of electricity for a *customer's* off-peak storage water heater or off-peak storage space heater.

19.6.8 Subject to clause 19.6.9, where a *supplier* determines that a storage water heater it supplies on a 6 hour off-peak heating period tariff is sized to match the number of bedrooms at a *customer's supply address*, a *supplier* may, at its discretion, charge a booster element for the heater at its off-peak tariff.

19.6.9 A *supplier* is under no obligation to charge an off-peak tariff in respect of -

- a storage water heater which is supplied on a 6 hour off-peak heating period and which is used jointly or solely for space heating, to heat a swimming pool or a spa or on a circulated loop; or
- a booster element for an off-peak storage water heater or an off-peak storage space heater (other than the kind described in clause 19.6.8) or any auxiliary element, fan or pump used in conjunction therewith.

20. DEFINITIONS

20.1 In this Code -

“acceptable identification” means in the context of a *supplier* requiring proof of identity in relation to connection of *supply* -

- to a *residential customer*, one or more of the following: a driver’s licence, a current passport or other form of photographic identification, a pension card, a Department of Social Security Entitlement Card or a birth certificate;
- to a *business customer* which is a sole trader or a partnership, one or more of the forms of identification referred to in (a) above with respect to all of the individuals that conduct the business; or
- to a *business customer* which is a company, the company’s Australian Company Number.

“Approved Statement of Charges” means -

- a statement of a *supplier’s* maximum charges for providing goods or services which are related to the *supply* of electricity but which do not have to be provided in accordance with the *Tariff Order*;
- the principles for setting such charges; and
- the methodology for setting such charges,

which have been approved by *the Office*.

“augmentation” means in relation to a *supplier’s distribution system* the process of upgrading the *distribution system* by replacing or enhancing existing plant or equipment or by adding new plant or equipment.

“bank” means a savings or trading bank or other recognised financial institution such as a building society or a credit union.

“billing cycle” means the regular recurrent period in which a *customer* receives a bill from the *customer’s supplier*.

“business customer” means a *customer* who is not a *residential customer*.

“business day” means a day, other than a Saturday, a Sunday or a public holiday appointed under the *Public Holidays Act 1993*.

“customer” means a person, other than a *supplier*, who buys or proposes to buy electricity from a *supplier* and whose name appears on the electricity bill issued by the *supplier*.

“*date of receipt*” means, in relation to the receipt by a *customer* of a notice (including a Disconnection Warning) given by a *supplier* -

- in the case where the *supplier* hands the notice to the *customer*, the date the *supplier* does so;
- in the case where the *supplier* leaves the notice at the *customer’s supply address*, the date the *supplier* does so; and
- in the case where the *supplier* gives the notice by post, a date 2 *business days* after the date the *supplier* posted the notice.

“*Distribution Code*” means the Code of that name certified by *the Office* the purpose of which is to regulate in a safe, efficient and reliable manner -

- the *supply* of electricity to or from a *supplier’s distribution system*; and
- the way in which a *customer’s electrical installation* affects the *supplier’s distribution system* to which it is connected.

“*distribution system*” means in relation to a *supplier*, a system of electric lines (generally at nominal voltage levels of 66kV or below) which the *supplier* is licensed to use to *supply* electricity.

“*electrical installation*” means any electrical equipment at a *customer’s* supply address that is not part of a *supplier’s* electrical system.

“*electrician*” means -

- an electrical mechanic licensed under the *State Electricity Commission (Licensing of Electrical Mechanics) Regulations 1992*; or
- an electrical contractor registered under the *State Electricity Commission (Registration of Electrical Contractors) Regulations 1992*.

“*emergency*” means an emergency due to the actual or imminent occurrence of an event which in any way endangers or threatens to endanger the safety or health of any person in Victoria or which destroys or damages, or threatens to destroy or damage, any property in Victoria.

“*franchise customer*” means a *customer* other than a *non-franchise customer*.

“*non-franchise customer*” means -

- in relation to the period ending on 31 December 2000, a *customer* who purchases a load or amount of electricity that exceeds prescribed limits determined in accordance with the *Electricity Industry (Non-franchise Customers) Regulations 1995*; and
- in relation to the period commencing on 1 January 2001, all *customers*.

"point of supply" means -

- (a) in the case of an *electrical installation* supplied by an underground line, the point where the line crosses the boundary of the land on which the *supply address* is located or connection pit;
- (b) in the case of an *electrical installation* supplied by an overhead line, the first point of connection of the line on the land on which the *supply address* is located being either -
 - (i) where the line is carried on to the land by one or more poles, the first pole on the land;
 - (ii) where the line is connected directly to premises on the land, the connection to the premises;
 - (iii) where it is not possible to determine a *point of supply* in accordance with sub paragraphs (b)(i) or (ii), the point where the line crosses the boundary of the land,

unless the line is connected to the *supplier's* equipment situated on an easement over the land vested in the *supplier*, in which case the *point of supply* shall be the point at which the *customer's* line is connected to the *supplier's* equipment or as otherwise agreed between the *supplier* and the *customer*.

"reasonable assurance" means, in relation to a *customer's* offer to pay, a fair and reasonable expectation (based on all the circumstances leading to, and which are anticipated to follow, the offer) that the *customer* will meet the terms of the offer.

"refundable advance" means an amount of money or other arrangement acceptable to the *supplier* as security against a *customer* defaulting on a final bill.

"residential customer" means a *customer* who acquires electricity for domestic use.

"Retail Tariff Metering Code" means the code of that name which -

- regulates the basis for the installation of new metering equipment and the operation and maintenance of new and existing metering equipment at a *franchise customer's supply address*;
- establishes rights and obligations with respect to metered data; and
- has been certified by *the Office*.

"Service and Installation Rules" mean the rules of that name dated September 1996 compiled by the *suppliers* in conjunction with the *Office of the Chief Electrical Inspector*.

"supplier" means a person who holds both a distribution licence and a retail licence issued by *the Office*.

“*supply*” in relation to electricity, means the delivery of electricity and such related services as must, if provided, be provided within the Network Tariff as defined in the *Tariff Order*.

“*supply address*” means the address at which a *supplier* has supplied, supplies or may *supply* electricity to a *customer*.

“*Tariff Order*” means the Victorian Electricity Supply Industry Tariff Order made under section 158A of the *Electricity Industry Act 1993*.

“*the Office of the Chief Electrical Inspector*” means the Office of the Chief Electrical Inspector established under Part 4 of the *Electricity Industry Act 1993*.

“*the Office*” means the Office of the Regulator-General established under the *Office of the Regulator-General Act 1994*.

21. INTERPRETATION

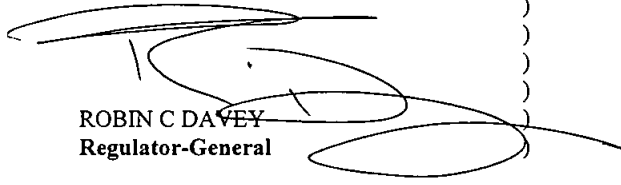
21.1 In deciding whether a *supplier* has used its best endeavours, regard shall be had to relevant codes, good electricity industry practice as defined in the *Distribution Code*, the performance of other *suppliers* and to inter-State and international benchmarks.

21.2 In this Code, unless the context otherwise requires -

- headings are for convenience only and do not affect the interpretation of this Code; -
- words importing the singular include the plural and vice versa;
- words importing a gender include any gender;
- an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency;
- a reference to a clause, schedule, appendix or part is to a clause, schedule, appendix or part of this Code;
- a reference to terms of an offer or agreement is to all terms, conditions and provisions of the offer or agreement;
- a reference to any statute, regulation, proclamation, order in council, ordinance, by-law or rule, includes all statutes, regulations, proclamations, orders in council, ordinances by-laws or rule varying, consolidating, re-enacting, extending or replacing them and a reference to a statute includes all regulations, proclamations, orders in council, ordinances, by-laws or rules issued under that statute;
- a reference to a document or a provision of a document includes an amendment or supplement to, or replacement or novation of, that document or that provision of that document;
- a reference to a person includes that person’s executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns;
- a reference to a *supplier* includes a *supplier’s* officers, employees, contractors, agents or other representatives;

- when italicised, other parts of speech and grammatical forms of a word or phrase defined in this Code have a corresponding meaning;
- a period of time -
 - which dates from a given day or the day of an act or event is to be calculated exclusive of that day; or
 - which commences on a given day or the day of an act or event is to be calculated inclusive of that day; and
- an event which is required under this Code to occur on or by a stipulated day which is not a *business day* may occur on or by the next *business day*.

The common seal of the Office of the
 Regulator-General was affixed pursuant
 to the authority of the Office on
 1 November 1996


 ROBIN C DAVEY
 Regulator-General



APPENDIX No. 1

ACTS, REGULATIONS, ORDERS IN COUNCIL AND RELATED OTHER RELEVANT CODES AND RULES

A *customer* and a *supplier* may also be bound by the relevant provisions in the following Acts, regulations, Orders in Council and related rules and codes -

- the *Office of the Regulator-General Act 1994*;
 - the *Electricity Industry Act 1993*;
 - the *State Electricity Commission Act 1958*;
 - regulations made pursuant to those Acts and, in particular -
 - the *Electricity Industry (Non-franchise Customers) Regulations 1995*;
 - the *Code of Practice for Powerline Clearance (Vegetation) Regulations 1996*;
 - the *State Electricity Commission Wiring Regulations 1992*;
 - the *Electrical Safety (Network Asset) Regulations 1996*.
 - Orders in Council made pursuant to those Acts, including -
 - a Statement of Government Policy, dated 29 September 1994, declared under section 10 of the *Office of the Regulator-General Act 1994*; and
 - the Tariff Order, dated 20 June 1995 (as amended by the Tariff Order Amendment Order dated 8 August 1995) made under section 158A of the *Electricity Industry Act 1993*;
 - licences issued to *suppliers* by *the Office* pursuant to sections 162 and 168 of the *Electricity Industry Act 1993*;
 - the following codes in order of hierarchy -
 - the *Distribution Code*;
 - the *Supply and Sale Code*; and
 - the *Retail Tariff Metering Code*.
- To the extent that a code is inconsistent with the provision of another code below it, the first mentioned code in the above hierarchy prevails.
- statements and guidelines (available from the Office) relating to the performance of the Office's functions and the exercise of its powers

published by *the Office* pursuant to section 12 of the *Office of the Regulator-General Act 1994* including -

- *Electricity Industry Guideline No. 1: Access to and use of Distribution Systems, Statements of Approved Charges and Charges for Other Services.*
- *Electricity Industry Guideline No. 2: Distribution Systems Augmentation.*
- *Electricity Industry Guideline No. 4: Bills, Payment and Dividends.*

Copies of the Acts, regulations and Orders in Council are available from Information Victoria, 318 Little Bourke Street, Melbourne 3000 telephone (03) 9651 4100, facsimile (03) 9651 4111.

Copies of the licences and guidelines are available from *the Office*, Level 1, 35 Spring Street, Melbourne 3000, telephone (03) 9651 0222, facsimile (03) 9651 3688.

Copies of the *Distribution Code*, the Supply and Sale Code, the *Retail Tariff Metering Code* and the *Service and Installation Rules* are available from a *supplier* at a charge determined by reference to its *Approved Statement of Charges*.

Copies of the Code of Practice for Powerline Clearance (Vegetation) 1996 as published by *the Office of the Chief Electrical Inspector* are available from *the Office of the Chief Electrical Inspector*, Level 3, Building 2, 4 Riverside Quay, South Melbourne, 3205, telephone (03)9203 9700, facsimile (03)9686 2197 and from the *suppliers* listed in Appendix No. 2.

CONTACT ADDRESSES

SUPPLIERS

CitiPower
624 Bourke St Melbourne 3000
Postal address - Locked Bag 14031
Melbourne City Mail Centre Vic 8001
Enquiries - 131260
Facsimile - 9297 8905

Eastern Energy
Levels 16-18, 452 Flinders St,
Melbourne 3000
Postal address - Locked Bag 14060
Melbourne City Mail Centre Vic 8001
Enquiries - 133466
Facsimile - 9229 6001

Powercor
Level 3, 77 Southbank Boulevard,
Southbank 3006
Postal address - Locked bag 14090
Melbourne City Mail Centre Vic 8001
Enquiries - 132114
Facsimile - 9679 4499

Solaris Power
Level 12, 555 Lonsdale St, Melbourne
Postal address - Locked Bag 14120
Melbourne City Mail Centre Vic 8001
Enquiries - 131646
Facsimile - 9201 7100

United Energy
Pinewood Centre, 42-45 Centreway,
Mt Waverley 3149
Postal address - Locked Bag 13
Mt Waverley 3149
Enquiries - 133000
Facsimile - 9222 9223

OTHER CONTACTS

Electricity Industry Ombudsman Vic
Postal address - GPO Box 469D
Melbourne Vic 3001
Freecall - 1800 500 509
Freefax- 1800 500 549
TIS (Telephone Interpreting
Service)131450
TTY (Telephone Typewriter for Hearing
Impaired) 1800 500 529

**Office of Fair Trading & Business
Affairs**
Level 2, 452 Flinders St, Melbourne
3000
Postal address - PO Box 123A,
Melbourne 3001
Enquiries - 9627 6000
Facsimile - 9627 6240

Office of the Chief Electrical Inspector
Level 3, Building 2, 4 Riverside Quay,
Southbank 3006
Postal address - PO Box 262 Market
Street, Melbourne 8007
Enquiries - 9203 9700
Facsimile - 9686 2197

Office of the Regulator-General
Level 1, 35 Spring St, Melbourne 3000
Postal address - as above
Enquiries - 9651 0222
Facsimile - 9651 3688

APPENDIX No. 3

GUARANTEED SERVICE LEVELS

Each *supplier* must meet the guaranteed service levels developed by the former Electricity Services Victoria as set out below.

Where a guaranteed service level involves payment by a *supplier*, the Electricity Industry Ombudsman has the power to-order payment.

- *We will be on time for appointments we make with you*

Your time is valuable so when we make appointments with you, we must be on time. If we are more than 15 minutes late, we will credit your account by \$20.

- *We will make sure your new electricity supply is ready as we agreed*

We understand how important it is to have electricity *supply* available when you move into new premises. If we do not have your new electricity *supply* connected as agreed, for every day we are late we will take \$50 off your next account, up to a maximum of \$250.

- *We will maintain your street lighting*

Street lighting is important to us all so we aim to repair broken street lights as quickly as possible. We want you to tell us when street lights fail next to your house or business. When you do, we will give you a "fix-by" date. If we do not complete repairs by that date, we will credit your account by \$10.

- *We will keep you informed about interruptions to your electricity supply.*

Our aim is to provide you with an uninterrupted *supply* of electricity. But sometimes when we need to carry out work, interruptions cannot be avoided. We aim to let you know at least four days in advance if we need to interrupt your *supply* and keep you informed if times change. We will also tell you how long the power will be off and we will not exceed this time.

- *We will always provide you with courteous and timely service.*

We are committed to providing you with courteous and timely service when you visit our business offices or contact us by phone. To make it easy to contact our offices at times convenient to you, we have a 24 hours a day, seven days a week telephone service to handle your account and service queries.







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