

OFFICIAL



Gas

Code



# Small-scale Gas Networks Code

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# 1 Preliminary

## 1.1 Authority

- 1.1.1 This **industry code** is made by the **Commission** under section 28 of the *Essential Services Commission Act 2002*.

## 1.2 Application of this code

- 1.2.1 This Small-scale Gas Networks Code applies:
- (a) in whole to the following **licensees** issued with a **licence** pursuant to Part 3 of the **Gas Act**, unless the **Commission** has agreed, in writing, to alternative reporting arrangements for a specific **licensee** (subject to any conditions or requirements imposed by the **Commission**):
    - (i) **gas retail licensees** with fewer than 50,000 connections, and
    - (ii) **gas distribution licensees** with fewer than 50,000 connections.
  - (b) in whole, or in part, to other **licensees** as notified in writing by the **Commission** from time to time, and
  - (c) to entities holding an exemption from the requirement to hold a **licence** where the **Commission** has advised the entity in writing that it is required to comply with this Guideline (in whole or in part), or if compliance with this Code is a condition of the exemption from the requirement to hold a **licence**.
- 1.2.2 For **retailer's** using post-payment arrangements with **customers**, the entirety of this Code applies.
- 1.2.3 For **retailer's** using pre-payment arrangements with **customers**, the entirety of this Code applies except for clauses 4.6 to 4.10 (inclusive), 4.12 to 4.15 (inclusive) and 4.17.

## 1.3 Commencement

- 1.3.1 This code commences on 1 July 2023, or as otherwise advised in the South Australian Government Gazette and will remain in effect until revoked by the **Commission**.

## 1.4 Obtaining a copy of this industry code

- 1.4.1 A **licensee** must, when asked by a **customer**, send to that **customer** within 10 **business days** a copy of the current version of this Code, in any reasonable format as requested by the **customer** free of charge for the first request by that **customer**.
- 1.4.2 A **licensee** may impose a reasonable charge for subsequent requests by that **customer** within a 12 month period.

## 1.5 Other Acts, industry codes and guidelines

- 1.5.1 Not all aspects of **licensee's** obligations are regulated by this Code. A **licensee's** obligations, and some aspects of the relationship with a **customer**, may also be affected by (without limitation):
- (a) Acts of Parliament and Regulations (including, but not limited to, the *Gas Act 1997*, *Gas Regulations 2012*, and the *Essential Services Commission Act 2002* and any relevant state or Commonwealth consumer protection laws (for example, the *Competition and Consumer Act 2010* (and associated regulations)
  - (b) the licence held by the **licensee**
  - (c) other applicable **industry codes** and any guidelines or rules made from time to time by the **Commission** or other regulatory body that apply to the **licensee**, and
  - (d) the obligations owed to **customers** under contracts (provided that these contractual obligations are not inconsistent with this Code, or the other obligations outlined in this clause 1.5.1).

## 1.6 Interpretation

- 1.6.1 In this Small-scale Gas Networks Code, unless the context otherwise requires:
- (a) headings are for convenience only and do not affect the interpretation of this Code
  - (b) words importing the singular include the plural and vice versa
  - (c) words importing a gender include any gender identity
  - (d) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation, statutory corporation or other body corporate and any governmental agency
  - (e) a reference to a person includes that person's executors, guardian(s), administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns
  - (f) a reference to any statute, regulation, proclamation, order in council, ordinance or by-law includes all statutes, regulations, proclamations, orders in council, ordinances or by-laws varying, consolidating, re-enacting, extending or replacing them and a reference to a statute includes all regulations, proclamations, orders in council, ordinances, by-laws and determinations issued under that statute
  - (g) a reference to a document or a provision of a document includes an amendment or supplement to, or replacement or novation of, that document or that provision of that document and any annexures to that document, and
  - (h) 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**.

## 1.7 Definitions

In this Small-scale Gas Networks Code words appearing in bold like **this** have the following meanings:

**acceptable identification** means in relation to:

- (a) a **residential customer**, includes one or more of the following:
  - (i) a driver's licence, a current passport, a Proof of Age card issued by an Australian state or territory or other form of photographic identification
  - (ii) a Pensioner Concession Card or other entitlement card issued by a State, Territory or Commonwealth Government
  - (iii) a birth certificate
- (b) a **business customer** which is a sole trader or partnership, includes one or more of the forms of identification for a **residential customer** for each of the individuals that conduct the business, and
- (c) a **business customer** which is a body corporate, includes the body corporate's Australian Company Number or Australian Business Number

**ADI** means an authorised deposit taking institution within the meaning of the *Banking Act 1959 (Cth)* as defined in section 4 of the *Legislation Interpretation Act 2021 (SA)*, as amended from time to time

**best endeavours** means to act in good faith and use all reasonable efforts, skill and resources

**business customer** means a **customer** that purchases **gas** for purposes other than domestic purposes

**business day** means a day that is not a Saturday, a Sunday or a public holiday in the State of South Australia

**Commission** means the Essential Services Commission established under the *Essential Services Act 2002*

**customer** has the meaning given to that term in the **Gas Act** as amended from time to time

**date of receipt** means, in relation to the receipt by a **customer** of a notice given by the **licensee**:

- (a) in the case where the **licensee** (or its authorised agent) hands the notice to the **customer**, the date the **licensee** does so
- (b) in the case where the **licensee** sends a notice by email before 5.00pm on a **business day**, on that **business day**, otherwise on the next **business day**
- (c) in the case where the **licensee** (or its authorised agent) leaves the notice at the **customer's supply address**, the date the **licensee** does so; and
- (d) in the case where the **licensee** sends the notice by priority post, a date two **business days** after the date the **licensee** sent the notice, or if the notice is sent by regular/standard post, a date four **business days** after the date that the **licensee** sent the notice

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

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

**distributor** means a person holding a distribution licence issued under the **Gas Act** authorising the operation of a **distribution system**

**emergency** means the actual or imminent occurrence of an event which in any way endangers or threatens to endanger the safety or health of any person, or the maintenance of power system security, in the State of South Australia, or which destroys or damages, or threatens to destroy or damage, any property in the state of South Australia

**ESC Act** means the *Essential Services Commission Act 2002 (SA)* (as amended from time to time)

**explicit informed consent** has the same meaning as is given to that term in the *National Energy Retail Law (South Australia) Act 2011* (as amended from time to time)

**financial hardship** means a circumstance of experiencing or anticipating a lack of financial means so as to be unable to pay a particular debt owed to the **retailer**, which may be either ongoing or temporary, but does not include circumstances where a person chooses not to meet a liability for an unpaid debt

**financial hardship factsheet** means the **Commission's financial hardship factsheet** as published and amended from time to time, which contains a summary of the consumer protections provided to customers experiencing financial hardship under this Code

**force majeure** event means an event outside the control of a **distributor**, a **retailer** or a **customer**

**gas** has the meaning given to that term in the **Gas Act** as amended from time to time

**Gas Act** means the *Gas Act 1997 (SA)* (as amended from time to time)

**good gas industry practice** means the exercise of that degree of diligence, skill, prudence and foresight that reasonably would be expected from a significant proportion of operators of **gas distribution systems** forming part of the Australian **gas** supply industry under conditions comparable to those applicable to the **distribution system** operated by the **licensee** consistent with the **Gas Act**, **industry codes** or industry rules, reliability, safety and environmental factors

**industry code** includes any industry code made by the **Commission** under section 28 of the **ESC Act** from time to time

**licensee** means a person licensed under the **Gas Act** to sell and/or supply **gas** as the case may be

**life support customer** means a **residential customer** who is a registered user of a **life support system** with the **licensee** or a **residential customer** who resides at the **supply address** with a person who is a registered user of a **life support system**

**life support factsheet** means the **Commission's life support factsheet** as published and amended from time to time, which contains a summary of the consumer protections provided to life support customers under this Code

**life support system** means:

- (a) an oxygen concentrator, or
- (b) an intermittent peritoneal dialysis machine, or
- (c) a chronic positive airways pressure respirator, or
- (d) medically required heating or cooling (a **residential customer** must be eligible for the **medical heating and cooling concession** to be a **life support customer** under this definition), or
- (e) a nebuliser, or

- (f) a kidney dialysis machine, or
- (g) a ventilator for life support, or
- (h) other equipment as advised by the **Commission** from time to time

**medical practitioner** means a person currently registered under the *Health Practitioner Regulation National Law* to practise in the medical profession (other than as a student)

**medical heating and cooling concession** means the South Australian Medical Heating and Cooling Concession Scheme provided by the Department of Human Services SA (or any other South Australian government scheme addressing concessions associated with medical needs for heating and cooling which replaces this scheme)

**meter** means an instrument that measures the quantity of **gas** passing through it and includes associated equipment attached to the instrument to filter, control or regulate the flow of **gas**

**metering data** means the measure of quantity of **gas** flow obtained from a **metering installation**

**metering installation** means the **meter** and associated equipment and installations, relating to a **delivery point**

**Ombudsman Scheme** means an **ombudsman scheme**, the terms and conditions of which are approved by the **Commission**

**prepayment meter system** means a device, componentry, software or other mechanism associated with a **metering installation** at a **customer's** connection point which operates to permit the flow of **gas** through the **meter** when activated by a card, code or some other method as regulated under the Prepayment Meter System Code

**prescribed standards of quality** means the quality and other requirements for **gas** set out in or as prescribed in the **Gas Act** and associated regulations as they apply to **gas** operations

**residential customer** means a **customer** that purchases **gas** primarily for domestic purposes

**retailer** means a person holding a retail licence issued under the **Gas Act** authorising the sale of **gas**

**small customer** has the same meaning as is given to that term in the **Gas Act** as amended from time to time

**supply address** means the address for which a **customer** purchases **gas** from a **licensee**, and

**Technical Regulator** means the person holding the office of **Technical Regulator** under Part 2 of the **Gas Act**.

## 2 General obligations

### 2.1 Confidentiality

- 2.1.1 The **licensee** must, unless otherwise required by law, its licence, or an **industry code**:
- (a) comply with any Rules made by the **Commission** from time to time relating to the use of information acquired by the **licensee** in the course of operating the business authorised by its licence, and
  - (b) ensure that information concerning a **customer** is not disclosed without the prior written consent of, or as agreed in writing with, the **customer**.

### 2.2 Enquiries, complaints and dispute resolution

- 2.2.1 The **licensee** must participate in an **ombudsman scheme**.
- 2.2.2 The **licensee** must also implement procedures for the management and resolution of **customer** disputes which, as a minimum, ensure that the basic procedures of *Guidelines for complaint management in organisations AS 10002:2022* (or any standard which supersedes this standard) are followed.
- 2.2.3 The **licensee** must make its current procedures relating to dispute management and resolution available on its website in a readily accessible location and provide a copy to a **customer** upon request in any format reasonably requested by the **customer**.
- 2.2.4 A **licensee's** procedures under clause 2.2.2 may be reviewed by the **Commission** in its discretion, from time to time.

### 2.3 Customer communications

- 2.3.1 If a **licensee** is required under this **industry code** to provide or issue any document, bill or written notice to a **customer** and that **customer** has provided to the **licensee** an electronic mail (email) address and consent for the **licensee** to use that email address to send communications to that email address, the **licensee**:
- (a) may send or issue that document, bill or notice to that email address for that purpose unless otherwise required under this **industry code**
  - (b) must be capable of receiving notices by email from that **customer** at an email address that the **licensee** has provided the **customer** for receiving emails, and
  - (c) must cease using that email address at the **customer's** request.
- 2.3.2 Unless otherwise specifically required under this **industry code**, a reference to writing includes email.
- 2.3.3 A **licensee** must revert to alternative means of communication where the email address provided by the **customer** indicates to the **licensee** that the message has failed to deliver to the **customer** and resend any document, bill or written notice that has failed to deliver by email to the alternative means of communication.

## 2.4 Force majeure

- 2.4.1 If, but for this clause, a **licensee** would breach this Code due to the occurrence of a **force majeure event**:
- (a) the obligations of the **licensee** under this Code are suspended to the extent to which they are affected by the **force majeure event** for so long as the **force majeure event** continues, other than a pre-existing obligation for the **licensee** to pay money under a **customer** contract, and
  - (b) the **licensee** must use **best endeavours** to give prompt notice of that fact to a **customer**, including full particulars of the **force majeure event**, an estimate of its likely duration, the obligations impacted by it and the extent of that impact on those obligations and the steps taken to remove, overcome or minimise those effects.
- 2.4.2 For the purpose of clause 2.4.1, the **licensee** will be deemed to have given a **customer** prompt notice if it makes the necessary information available by way of a 24-hour telephone service within 30 minutes of the licensee being advised of the **force majeure event** or otherwise as soon as reasonably practicable. The **licensee** must keep a record of how and what time relevant customers were informed for record of compliance with this clause.
- 2.4.3 A **licensee** may agree with a **customer** that the **licensee** is not to have the benefit of clause 2.4.1 in respect of any **force majeure event**. Any agreement made under this clause must be in writing.
- 2.4.4 A **licensee** relying on clause 2.4.1 by claiming a **force majeure event** must use **best endeavours** to remove, overcome or minimise the effects of that **force majeure event** as quickly as reasonably practicable.
- 2.4.5 Nothing in this clause will require a **licensee** to settle an industrial dispute which constitutes a **force majeure event** in any manner other than the manner preferred by that **licensee**.

## 2.5 Metering information exchange

- 2.5.1 Where the **licensee** undertakes metering, the **licensee** must, if relevant:
- (a) supply to a **retailer** or **distributor** such information obtained from those **meters** that is reasonably required by the **retailer** or **distributor** for the purposes of its operations, and must do so in the format reasonably required by the **retailer** or **distributor** and consistent with **good gas industry practice**, and
  - (b) permit the **retailer** or **distributor** to inspect and witness test (at the **retailer's** or **distributor's** expense) such **meters** where this is reasonably required by the **retailer** or **distributor** for the purpose of its operations.

## 3 Distribution obligations

### 3.1 Quality of supply

- 3.1.1 Where the **distributor** operates a **distribution system**, the **distributor** must, in operating the **distribution system**:
- (a) ensure that it is designed, installed, operated and maintained in accordance with the requirements contained in its **licence**
  - (b) if applicable, subject to this **industry code**, deliver **gas** received from a **retailer** at a receipt point through its **distribution system** to **delivery points** nominated by the **retailer** on terms and conditions that are fair and reasonable
  - (c) except where the **distributor** is prevented from doing so by a **force majeure** event, ensure that **gas** delivered through its **distribution system** to a **customer** at a **delivery point** meets the **prescribed standards of quality** (including odourisation),
  - (d) if applicable, on request by a **retailer**, provide details as to the **distributor's** requirements in relation to:
    - (i) the protection of the **distributor's** pipes and equipment, and
    - (ii) non-interference by the **customer** with the **distributor's distribution system** within 10 **business days** of the request.

### 3.2 Connection policy

- 3.2.1 Where the **distributor** operates a **distribution system**, the **distributor** must, if requested by the **Commission**, develop a Connection Policy specifying the **distributor's** policy in respect of extending its **distribution network** at the request of a potential **customer**.
- 3.2.2 The Connection Policy must include:
- (a) the terms and conditions on which the **distributor** will extend the **distribution network**
  - (b) the terms and conditions on which the **distributor** will provide a new **meter**
  - (c) the terms and conditions on which the **distributor** will provide metering information services
  - (d) information about the cost to **customers** of connecting to, and using the **distribution network**
  - (e) information about the method of calculation and collection of capital contributions (if capital contributions are to be collected), and
  - (f) details of technical or other obligations of the **customer** in respect of the **connection**.

- 3.2.3 The **distributor** must submit the Connection Policy, and any amendment to the Connection Policy, to the **Commission** for approval.
- 3.2.4 The **distributor** must make the approved Connection Policy available on its website and provide a copy to a **customer** on request in any format reasonably requested by the **customer**.

### 3.3 Connections

- 3.3.1 The **distributor** must use its **best endeavours** to connect a new **supply address** to the **distributor's** distribution network:
- (a) on a date agreed with the **customer**, or
  - (b) where no date has been agreed with the **customer**, within 10 **business days** of the **distributor's** requirements for connection being satisfied.
- 3.3.2 The **distributor** must use its **best endeavours** to connect a **supply address** which was previously connected to the **distributor's distribution network**:
- (a) on a date agreed with the **customer**, or
  - (b) if no date has been agreed with the **customer**, where possible on the **business day** after the **distributor's** requirements for connection are satisfied and, in any event, within two **business days**.
- 3.3.3 If a person requests the **connection** of 10 or more **supply addresses** within a one week period, the **distributor** must use its **best endeavours** to connect each **supply address**:
- (a) within six **business days** after the **distributor's** requirements for **connection** have been satisfied for that **supply address**, if the **distributor** has been notified of the new **connections** a reasonable time in advance of the required **connection** dates, or
  - (b) otherwise within 12 **business days** after the **distributor's** requirements for **connection** for the **supply address** have been satisfied.

### 3.4 Metering plan

- 3.4.1 Upon a request by the **Commission**, the **licensee** must, if the **licensee** undertakes metering or engages a person for that purpose, develop and maintain a Metering Plan covering such matters as specified in writing by the **Commission**.
- 3.4.2 The **Commission** may:
- (a) approve the Metering Plan, or
  - (b) require the **licensee** to improve the Metering Plan (in which case the **licensee** must do so and resubmit it for the **Commission's** approval in an agreed timeframe).
- 3.4.3 The **licensee** and any person engaged by the **licensee** to undertake metering must comply with the Metering Plan after the **Commission** has approved it.
- 3.4.4 Unless otherwise agreed by the **Commission**, the **licensee** must by 31 August each year:
- (a) review the Metering Plan to determine whether it is operating effectively and whether the **licensee**, and any person engaged by the **licensee** to undertake metering, is complying with the Plan, and

- (b) if appropriate, amend the Metering Plan (but the **licensee** must not amend the Plan without the prior written approval of the **Commission**).

### 3.5 Metering accuracy

- 3.5.1 The **distributor** must ensure the minimum standards of accuracy for **meters** must be within a margin of accuracy of plus or minus 2% of the net volume of **gas** delivered to that **delivery point**.

## 4 Retail obligations

### 4.1 Applications for connection, sale and supply

4.1.1 Before agreeing to connect a person's **supply address** and to sell and supply **gas** to a person at that **supply address**, the **licensee** may require the person to:

- (a) make an application to the **licensee** (in person, by telephone or in writing) on a **business day**, and
- (b) if requested by the **licensee**:
  - (i) provide **acceptable identification** as defined in clause 1.7
  - (ii) pay any relevant fees and charges applicable
  - (iii) provide contact details for billing purposes
  - (iv) provide contact details for the owner (or the owner's agent) of the **supply address**, if the request is made in respect of a **supply address** that is a rental property
  - (v) ensure that there is safe and convenient access to the **meter** and the **gas** installation in order to connect the **supply address**
  - (vi) provide estimated load information for the proposed **gas** use at the **supply address**
  - (vii) pay any outstanding debt, or make arrangements for the payment of any outstanding debt, in relation to the connection, sale or supply of **gas** to the person by the **licensee** (other than a debt the subject of a bona fide dispute, or for which repayment arrangements have been made)
  - (viii) provide certificates of compliance in respect of the **gas** installation at the **supply address**
  - (ix) provide evidence that the **gas** installation at the **supply address** satisfies the technical requirements set out in the standard terms and conditions and/or Connection Policy, and
  - (x) agree to undertake any augmentation or extension required for the connection and ensure that the augmentation or extension has been completed.

### 4.2 Security deposits and alternatives

4.2.1 A **retailer** may require a **customer** to provide a security deposit at the time the **customer** makes an application for connection, or an application for reconnection after being disconnected, or before selling **gas** to the **customer**.

4.2.2 The **retailer** must not require a **customer** to provide a security deposit unless:

- (a) the **customer** has left a previous **supply address** without settling an outstanding **gas** debt owing to that **retailer**, the debt remains outstanding, and the **customer** refuses to make arrangements (acceptable to both parties) to pay the debt; or

- (b) the **customer** has within the previous two years been responsible for the use of **gas** illegally; or
- (c) the **customer** is a new **customer** and:
  - (i) has refused or failed to produce **acceptable identification**; or
  - (ii) has not provided information demonstrating a satisfactory history of paying **gas** accounts; or
  - (iii) the **retailer** has reasonably formed the view that the new **customer** has an unsatisfactory credit rating,

and, where the **customer** is a **residential customer**, the **retailer** has offered the **residential customer** a reasonable instalment plan or other reasonable payment option and the **residential customer** has refused, or failed to agree to, the offer.

4.2.3 Subject to approval and annual review by the **Commission** and to clause 4.2.4:

- (a) the amount of a security deposit for a **customer** who is on a quarterly billing cycle must not be greater than 1.5 times the average quarterly bill for **residential customers** or **business customers** of the same class; and
- (b) the amount of a security deposit for a **customer** who is on a monthly billing cycle must not be greater than 2.5 times the average monthly bill for **residential customers** or **business customers** of the same class.

4.2.4 The **retailer** may increase a **business customer's** existing security deposit, where that deposit is insufficient to secure the **business customer's** current **gas** usage taking into account the limits of security deposits as calculated using the average of the **business customer's** last bills.

4.2.5 The **retailer** must accept a bank guarantee from a **business customer** as an alternative to a cash security deposit.

4.2.6 Where the **retailer** has received a security deposit from a **customer**, the **retailer** must pay interest, if any, to the **customer**, on the deposit at a rate and on terms and conditions, if any, as currently approved by the **Commission**.

4.2.7 Where a **customer** has been required by a **retailer** to pay a security deposit and:

- (a) the **customer** completes 24 months (or such lesser time agreed with the **customer**) of paying its bills by the pay by dates for those bills; or
- (b) the **customer** ceases to purchase **gas** from the **retailer** at the **supply address** to which the security deposit relates and a final reading of the **meter** for that **supply address** is completed and the **customer** has not commenced purchasing **gas** from the **retailer** at a different **supply address**,

the **retailer** must return the security deposit and any interest to the **customer**.

- 4.2.8 The **retailer** may apply the security deposit as a credit on the **customer's** next bill. However, if the **customer** will not have another bill, the **retailer** must repay the security deposit to the **customer** within 10 **business days**.
- 4.2.9 Where the **retailer** has accepted a bank guarantee from a **business customer** in lieu of a security deposit, the **retailer** must return the bank guarantee within 10 **business days** of the **business customer** satisfying the conditions referred to in clause 4.2.7.
- 4.2.10 The **retailer** must keep security deposits in a separate account and separately identify in its company accounts, at all times, the value of security deposits which it holds for **customers** and must not use these funds other than for purposes as expressly authorised under this **industry code**.
- 4.2.11 The **retailer** may use a **customer's** security deposit and interest which has accrued to it to offset any amount owed by that **customer** to the **retailer**:
- (a) if the **customer** fails to pay a bill resulting in disconnection of the **supply address**; or
  - (b) in relation to a final bill issued by the **retailer** when the **customer** vacates a **supply address** or ceases to buy **gas** from the **retailer** at that **supply address** or asks that the **supply address** be disconnected.
- 4.2.12 However, the **retailer** must not, without the **customer's** written consent, use a security deposit to offset charges in respect of any goods or services or debts (other than **gas**) provided by the **retailer**.
- 4.2.13 The **retailer** must account to the **customer** for any use of the **security deposit** (and pay the balance, if any, to the **customer**) within 10 **business days**.

### 4.3 Standard terms and conditions

- 4.3.1 A **retailer** must, upon the **Commission's** request in writing, develop and submit for the **Commission's** approval a set of standard terms and conditions on which it will sell and supply **gas** to **customers**.
- 4.3.2 If the **Commission** has approved a **retailer** implementing a prepayment meter system, the standard terms and conditions of that **retailer** must include any terms and conditions relating to the prepayment meter system as specified by the **Commission** from time to time.
- 4.3.3 Once approved by the **Commission** the standard terms and conditions of a **retailer** must be published in the Gazette in full in accordance with the requirements of section 36 of the **Act** in order to take effect. The **retailer** must also publish the terms and conditions on its website in a readily accessible location and provide **customers** with alternative means to access those terms and conditions (for example, using read aloud technology).
- 4.3.4 The **retailer** must advise the **Commission** before it makes a significant amendment to the standard terms and conditions and must publish in the Gazette the amended terms and conditions in accordance with the requirements of section 34 of the **Gas Act**.
- 4.3.5 The **Commission** may, by notice in writing to the **retailer**, require the **retailer** to amend its standard terms and conditions in accordance with the requirements of section 34 of the **Gas Act**.

- 4.3.6 The **retailer** must, on request by a **customer** or a potential **customer**, provide that **customer** with a copy of the standard terms and conditions, free of charge, in any format reasonably required by the **customer** (including but not limited to a hard copy sent by post).
- 4.3.7 If a **customer** has already received a copy of the standard terms and conditions and requests another copy within a 12-month period, the **retailer** may impose a reasonable charge for providing that copy.

## 4.4 Contractual information disclosure

- 4.4.1 As soon as practicable following the commencement of a contract for the sale and supply of **gas** to a **customer** (and in any event no more than 10 **business days** after that date), the **retailer** must provide the **customer** with a written notice setting out at least the following information (in addition to any further relevant information):
- (a) the name, postal address, website address (if applicable), telephone number and email address of the **retailer**
  - (b) the date of commencement of the contract
  - (c) the prices, charges, tariffs and service levels that will be applicable in respect of the contract
  - (d) if the prices, charges, tariffs or service levels are able to be changed by the **retailer** under the contract, the manner in which any such change may be made, including any notice period required before a change will take effect
  - (e) the costs to the **customer** associated with entering into the contract, outside of the prices, charges and tariffs payable (including any costs associated with the provision of infrastructure such as **meters**)
  - (f) the type and frequency of bills which will be rendered under the contract
  - (g) the payment methods and options which are available in respect of the contract
  - (h) the early termination charges (if any) which may apply in the event that the **customer** terminates a fixed-term contract prior to its expiry date and the method of calculation of those charges
  - (i) protections available to **life support customers** and contact details for **customers** to obtain further information on the availability of protections for **life support customers**
  - (j) the dispute resolution options which are available to the **customer**.
- 4.4.2 The **retailer** must provide the information set out in clause 4.4.1 to a potential **customer** within 10 **business days** of that request.

## 4.5 Price disclosure

- 4.5.1 A **retailer** must provide a copy to a **customer** or potential **customer** upon request, or if applicable, publish in a prominent place on its website, within 10 **business days** of that request (provided that the **retailer** need only satisfy one request per **customer** in any twelve-month period):
- (a) a list of all prices charged by the **retailer** for the sale and supply of **gas**, and
  - (b) a list of all fees and charges by the **retailer** associated with the sale and supply of **gas**,
- in relation to each of its **customer** classes.
- 4.5.2 A price list published under clause 4.5.1 must be amended within five **business days** following any variation of the prices charged by the **retailer** to reflect those changes.

## 4.6 Billing

- 4.6.1 Where the **retailer** undertakes billing, the **retailer** must use its **best endeavours** to issue a bill to a **customer** at least **quarterly**.
- 4.6.2 Nothing in clause 4.6.1 will prevent the **retailer** from:
- (a) issuing a bill more frequently than **quarterly** to a **business customer**, or
  - (b) issuing a bill more frequently than **quarterly** to a **residential customer** where the **retailer** has obtained a **residential customer's explicit informed consent** to issue bills on that basis.
- 4.6.3 The **retailer** must issue a bill to a **customer** at that **customer's supply address**, unless the **customer** nominates another address.
- 4.6.4 A **retailer** must prepare a bill so that a **customer** can easily verify that the bill conforms to their **customer** sale contract and must include at least the following particulars on each bill:
- (a) the **customer's** name and account number;
  - (b) the **customer's supply address** and any other relevant address
  - (c) the pay-by date, which must not be less than 12 **business days** after the date the **retailer** sends the bill to the **customer**, unless otherwise agreed with the **customer**
  - (d) the amounts due to the **retailer**
  - (e) the relevant fees, charges and tariffs applicable to the **customer** separately itemised
  - (f) the date of the last **meter** reading or estimate and the number of days since the previous reading or estimate, or enable the calculation of the number of days the bill covers and the estimated date for the next **meter** reading
  - (g) the **meter** readings, **metering data** or estimates for the bill
  - (h) consumption, or estimated consumption, in units used (e.g. MJ)
  - (i) the amount of any government imposed charges or levies and the details of the charge or levy
  - (j) the information required by section 26A(2)(da) of the **Gas Act** and regulation 13 of the *Gas Regulations 2012* in each account for **gas** charges sent to a **customer**, in the prescribed print size and form
  - (k) a list of the available payment methods
  - (l) the telephone number for billing, payment enquiries and instalment payment options (for the cost of a local call from anywhere in South Australia) and information about help that is available if the **customer** is experiencing payment difficulties
  - (m) a 24-hour contact telephone number for faults and **emergencies** and **force majeure** events
  - (n) the amount of arrears or credit, and the total of any payments made by the **customer** since the last bill was issued, and
  - (o) the amount of any security deposit provided by the **customer**.

- 4.6.5 A **retailer** may issue a bill to a **customer** in a different form to 4.6.4 where approval has been provided in writing by the **Commission**.
- 4.6.6 If the **customer** requests its final bill for the **customer's supply address** from the **retailer**, the **retailer** must use its **best endeavours** to issue that **customer** with a final bill in accordance with the **customer's** request.

## 4.7 Meter reading

- 4.7.1 Subject to clause 4.7.2, the **retailer** must base a **customer's** bill on an actual reading of the relevant **meter** at the **customer's supply address** and use its **best endeavours** to ensure that the **meter** at the **customer's supply address** is read as frequently as is required to prepare its bills and in any event at least once every 12 months.
- 4.7.2 Where a **retailer** is unable to base a bill on a reading of the **meter** at a **customer's supply address** because:
- (a) access is denied as a result of the actions of the **customer**, or a third party, extreme weather conditions or an industrial dispute;
  - (b) the **meter** cannot safely be accessed in order to read it;
  - (c) the **meter** or ancillary equipment has recorded the **gas** usage incorrectly; or
  - (d) the **meter** has been tampered with,
- the **licensee** may provide the **customer** with an estimated bill based on what the **retailer** considers is the most appropriate of the following methods in the relevant circumstances:
- (i) the **customer's** reading of the **meter**
  - (ii) the **customer's** prior **gas** usage history (based over a reasonable time period) at that **supply address**
  - (iii) where the **customer** does not have a prior **gas** usage history at that **supply address**, the average usage of **gas** by a comparable **customer** over the corresponding period, or
  - (iv) an estimating system approved by the **Commission**.
- 4.7.3 The **retailer** may provide the **customer** with an estimated bill or bills where:
- (a) the **customer** and the **retailer** have agreed to the issue of an estimated bill or bills; and
  - (b) the estimated bill or bills are based on a methodology specified in clause 4.7.2.
- 4.7.4 Where the **retailer** has provided a **customer** with an estimated bill, and the **meter** is subsequently read, the **retailer** must include an adjustment on the next bill to take account of the actual **meter** reading.
- 4.7.5 When the **retailer** issues a **customer** with an estimated bill it must publish a notice in a prominent location on that bill advising that the bill is based on an estimated reading of the **meter**.
- 4.7.6 Where a **customer** has denied access to a **meter** for the purpose of reading that **meter**, and subsequently requests the **retailer** to replace an estimated bill with a bill

based on a reading of the **meter**, the **retailer** must comply with that request but may pass through to that **customer** any reasonable costs it incurs in doing so.

## 4.8 Review of a bill

- 4.8.1 The **retailer** must provide detailed information about a **customer's** consumption of **gas** free of charge, upon request from a **customer**.
- 4.8.2 The **retailer** must review a **customer's** bill when asked by that **customer**.
- 4.8.3 The **retailer** must inform the **customer** of the outcome of that review as soon as reasonably possible, but in any event, within 20 **business days**.
- 4.8.4 Where a **retailer** is reviewing a bill, the **retailer** may require the **customer** to pay:
- (a) the greater of:
    - (i) that portion of the bill under review that the **customer** and the **retailer** agree is not in dispute; or
    - (ii) an amount equal to the average amount of the **customer's** bills in the previous 12 months (excluding the bill in dispute); and
  - (b) any future bills that are properly due.
- 4.8.5 Where the **customer** requests that, in reviewing the bill, the **meter** reading be checked or the **meter** tested, the **retailer** must, as the case may be:
- (a) arrange for a check of the **meter** reading; or
  - (b) arrange for a test of the **meter**.
- 4.8.6 The **customer** must pay the **retailer** in advance the **retailer's** reasonable charge for checking the **meter** reading, **metering data** or for testing the **meter**.
- 4.8.7 A **retailer** must ensure that any test required under clause 4.8.5 is completed within a reasonable time.
- 4.8.8 Where, after conducting a review of the bill, the **retailer** is satisfied that it is:
- (a) correct, the **retailer** may require the **customer** to pay the amount of that bill which is still outstanding; or
  - (b) incorrect, the **retailer**:
    - (i) must correct the **customer's** bill;
    - (ii) must refund (or set off against the amount in clause 4.8.8(b)(iii) any fee paid in advance under clause 4.8.6);
    - (iii) may require the **customer** to pay the amount of that bill which is still outstanding; and
    - (iv) must advise the **customer** of the existence of its dispute resolution processes.
- 4.8.9 At the completion of the review the **retailer** must in writing inform the **customer** that if the **customer** is not satisfied with the **licensee's** decision on the review, that the **customer** may lodge a dispute with the **Ombudsman Scheme**. The **retailer** must advise the **customer** of the process for lodging such a dispute and provide current contact details for the **Ombudsman Scheme**.

## 4.9 Undercharging

- 4.9.1 Subject to clause 4.9.2, where the **retailer** has undercharged a **customer** as a result of act or omission of the **retailer**, it may recover from the **customer** the amount undercharged.
- 4.9.2 Where the **retailer** proposes to recover an amount undercharged as a result of the **retailer's** error, the **retailer** must:
- (a) limit the amount to be recovered to the amount undercharged in the nine months prior to the **meter** reading date on the **customer's** last bill;
  - (b) list the amount to be recovered as a separate item in a special bill or in the next bill, together with an explanation of that amount;
  - (c) not charge the **customer** interest on that amount; and
  - (d) if the **customer** requests it, allow the **customer** time to pay that amount by agreed instalments, over a period nominated by the **customer** being no longer than:
    - (i) the period during which the undercharging occurred (if the undercharging occurred over a period of less than 12 months); or
    - (ii) in any other case, 12 months.

## 4.10 Overcharging

- 4.10.1 Where a **customer** has been overcharged as a result of an act or omission of the **retailer**, the **retailer** must inform the **customer** accordingly within 10 **business days** of the **retailer** becoming aware of that error and:
- (a) credit that amount to the **customer's** next bill; or
  - (b) if this credit cannot be made (for example, if the **customer** will not have another bill from the **retailer**) the **retailer** must repay that amount to the **customer** within 10 **business days**.

## 4.11 Variation of charges

- 4.11.1 A variation in the tariff rate or charge applying to a **customer** may only be imposed if notice of new rates or charges is provided to the **customer** at least 20 **business days** before the variation takes effect.
- 4.11.2 Notice must be given in accordance with the method outlined in the relevant standard terms and conditions in effect from time to time.

## 4.12 Where a tariff or tariff type has changed

- 4.12.1 Where during a billing cycle a **customer** changes from one type of tariff to another type of tariff, the **retailer** must (if it is necessary to do so due to the change in the type of tariff applying to that **customer**):
- (a) obtain a **meter** reading at the time the type of tariff changes; and
  - (b) calculate the **customer's** bill using the type of tariff applying during the period prior to and after the date of the **meter** reading referred to in clause 4.12.1(a).
- 4.12.2 Where during a billing cycle the tariff rate or charge applying to a **customer** changes, the **retailer** must calculate the bill on a pro rata basis using:
- (a) the old tariff rate or charge up to and including the date of change, and

- (b) the new tariff rate or charge from the date of the change to the end of the billing cycle.
- 4.12.3 Where the **retailer** offers alternative tariffs or tariff options and a **customer**:
- (a) applies in writing to the **retailer** to transfer from that **customer's** current tariff to another tariff, and
  - (b) demonstrates to the **retailer** that it satisfies all of the conditions relating to that other tariff,
- the **retailer** must transfer the **customer** to that tariff within 10 **business days** of satisfying those conditions.
- 4.12.4 Where a **customer** transfers from one tariff type to another, in accordance with clause 4.12.3, the effective date of the transfer will be:
- (a) the date on which the last **meter** reading at the old tariff is obtained; or
  - (b) where the transfer requires a change to the **meter** at the **customer's supply address**, the date the **meter** change is completed.
- 4.12.5 Where a **customer** informs the **retailer** of a change in use of the **customer's supply address**, the **retailer** may require the **customer** to transfer to a tariff applicable to the **customer's** use of the **supply address**.
- 4.12.6 If a **customer** fails to give notice to the **retailer** of a change in the use of the **customer's supply address**, and the **retailer** subsequently becomes aware of the change in use, the **retailer** may transfer the **customer** retrospectively from the date of the change.

## 4.13 Payment

- 4.13.1 Unless otherwise agreed with a **customer**, the pay by date specified in the bill must not be less than 12 **business days** after the date the **retailer** sends the bill.
- 4.13.2 If a **customer** has not paid a bill by the due date, the **retailer** must send to that **customer** a reminder notice that its bill is past due.
- 4.13.3 A reminder notice must:
- (a) state the date of its issue;
  - (b) state the date on which the reminder notice period ends, which must be no earlier than six **business days** from the date of issue of the reminder notice
  - (c) state that payment of the bill must be made during the reminder notice period
  - (d) include available payment methods
  - (e) include the website address for the **financial hardship factsheet**, and
  - (f) include details of the **retailer's** telephone number for queries, complaints, queries and disputes.

- 4.13.4 A **retailer** may charge a **customer** interest on a late payment, at a rate and on terms and conditions as approved by the **Commission** from time to time for a specific group of **customers**.

#### 4.14 Payment methods

- 4.14.1 The **retailer** must offer at least the following payment methods to its **customers** (in addition to any other payment methods it chooses to offer):
- (a) in person
  - (b) Centrepay
  - (c) by mail, and
  - (d) by direct debit under a payment arrangement agreed by the **customer**, the **retailer** and an **ADI** nominated by the **customer**.

#### 4.15 Paying by instalments

- 4.15.1 The **retailer** must offer **residential customers** at least the following payment options (in addition to such further payment options it chooses to offer):
- (a) a system or arrangement under which a **residential customer** may make payments in advance towards future bills; and
  - (b) an interest and fee free instalment plan or other payment arrangement under which the **residential customer** is given more time to pay a bill or to pay arrears (including any disconnection or reconnection charges).
- 4.15.2 The **retailer** may require a **residential customer** to pay by instalments by entering into a payment plan in advance if the **residential customer** is in arrears or as an alternative to the **residential customer** paying a security deposit.
- 4.15.3 If a **residential customer** is identified as being in **financial hardship** under clause 4.16, the **retailer** must ensure the payment plan is established having regard to:
- (a) the **residential customer's** personal capacity to pay; and
  - (b) any arrears owing by the **residential customer**; and
  - (c) the **residential customer's** expected energy consumption needs over the following 12-month period; and
  - (d) include an offer for the **residential customer** to pay for their energy consumption in advance or in arrears by instalment payments.
- 4.15.4 A **retailer** who offers a payment plan to a **residential customer** who is identified as being in **financial hardship**, must inform the **residential customer** in writing of:
- (a) the duration of the plan; and
  - (b) the amount of each instalment payable under the plan, the frequency of instalments and the date by which each instalment must be paid; and
  - (c) if the **residential customer** is in arrears—the number of instalments to pay the arrears; and
  - (d) if the **residential customer** is to pay in advance—the basis on which instalments are calculated.
- 4.15.5 The **retailer** does not have to offer a **residential customer** an instalment plan if the **residential customer** has, in the previous 12 months, had two instalment plans

cancelled due to non-payment. In such a case, the **retailer** must offer another instalment plan only if the **retailer** is reasonably satisfied that the **residential customer** will comply with that instalment plan.

- 4.15.6 The **retailer** 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 **residential customer** about the **residential customer's** usage needs and capacity to pay.
- 4.15.7 Nothing in this **industry code** limits the payment options or assistance that a **retailer** may offer choose to a **residential customer**.

## 4.16 Payment difficulties

- 4.16.1 Where a **retailer** has identified a **residential customer** who may be experiencing payment difficulties due to **financial hardship**, or a **residential customer**, or a third party acting on behalf of the **residential customer**, informs the **retailer** in writing or by telephone that the **residential customer** is experiencing payment difficulties due to **financial hardship**, the **retailer** must advise the **residential customer**, as soon as is reasonably practicable, of instalment plan options offered by the **retailer** at that time and, where appropriate:
  - (a) provide a copy of, or a link to, the **financial hardship factsheet**
  - (b) waive any fee payable under a retail contract for late payment of a bill for **residential customer** retail services
  - (c) inform the **residential customer** of the right to have a bill redirected to a third person, as long as that third person consents in writing to that redirection
  - (d) provide up to date information on independent financial and other relevant counselling services that may be able to assist the **residential customer**, and
  - (e) provide general energy efficiency advice and/or referral to an energy efficiency advice service.
- 4.16.2 Where a **residential customer** requests information or a redirection of its bills, under this clause, the **retailer** must provide that information or redirection free of charge.
- 4.16.3 A **retailer** must:
  - (a) Provide a copy of the **financial hardship factsheet** to a **residential customer** upon commencement of the **customer's** contract
  - (b) ensure that the current version of the **financial hardship factsheet**, is published in a readily accessible location on its website and to provide an option on the website to view the **financial hardship factsheet** in an alternative format for those **residential customers** with a vision impairment or who have difficulties reading (for example, using read aloud technology)
  - (c) prominently display the **financial hardship factsheet** in those parts of the **retailer's** offices to which **residential customers** regularly have access and have copies available for **residential customers** to take free of charge
  - (d) advise a **residential customer** of the **financial hardship factsheet** where:
    - (i) a **residential customer** informs the **retailer** in writing, by telephone or in person that the **customer** is experiencing payment difficulties due to **financial hardship**

- (ii) a recognised welfare agency or accredited financial counsellor informs a **retailer** that the **residential customer** is experiencing payment difficulties due to **financial hardship**; and
- (e) send a copy of the **hardship factsheet** to a **residential customer** in any reasonably requested format (including but not limited to hard copy via post or an electronic version via email) on request and free of charge as soon as reasonably practicable following a request to do so.

#### 4.17 Long absence or illness

- 4.17.1 Where a **residential customer** is unable to arrange payment, whether due to illness or long absence, the **retailer** must offer:
- (a) payment in advance facilities, and
  - (b) redirection of the **residential customer's** bill to a third person, as long as that third person consents in writing to that redirection. Redirection, as requested by the **residential customer**, must be provided free of charge.

#### 4.18 Charge for dishonoured payment

- 4.18.1 If a **customer** pays the **retailer's** bill by cheque, by a direct debit from an account with an **ADI**, or by credit card, and the payment is dishonoured or reversed, which results in the **retailer** incurring a fee, the **retailer** may recover from the **customer** the amount of that fee.

#### 4.19 Illegal use of gas

- 4.19.1 Despite clause 4.9, if the **retailer** has undercharged or not charged a **customer** as a result of the **customer's** fraud or intentional consumption of **gas** otherwise than in accordance with applicable regulatory instruments, the **licensee** may estimate the consumption for which the **customer** has not paid and bill or take debt recovery action for all of that unpaid amount.
- 4.19.2 Clause 4.16 does not apply if, during the course of the **customer's** dealings with the **retailer**, the **customer** is found guilty of an offence involving fraud or theft of **gas** against the **retailer**.
- 4.19.3 Notwithstanding any of the requirements of clause 5.2 and clause 5.3.3, a **retailer** may arrange for the disconnection of a **customer's supply address** immediately where the **retailer** believes on reasonable grounds that the **customer** has used the **retailer's gas** illegally.
- 4.19.4 The **licensee** must not sell or supply **gas** to a person if that person is required to hold a licence under the **Act** in respect of the use of that **gas** and the **licensee** is aware that the person has not been issued with such a licence or an exemption from the requirement to hold such a licence.

## 5 Supply, disconnection and reconnection obligations

### 5.1 Maintenance of supply

- 5.1.1 The **licensee** must use its **best endeavours** to minimise the frequency and duration of supply interruptions.
- 5.1.2 Where the **distributor** operates a **distribution system**, the **distributor** must use **best endeavours** to maintain the capability of its **distribution system**.
- 5.1.3 Unless approved in writing by the **Commission**, the **distributor** must not remove or disable any part of its **distribution system** that supplies **gas** to one or more **customers** on the grounds that the financial return to the **distributor** from supplying those **customers** is insufficient or inefficient.
- 5.1.4 A **distributor** may curtail or interrupt the delivery of **gas** to a **delivery point** to the extent, and for such period of time, as the **distributor** considers is reasonably necessary:
- (a) if work under a planned maintenance or extension or expansion program is undertaken, and
  - (b) if applicable, under contractual interruption arrangements agreed between:
    - (i) the **distributor** and **retailer**, or
    - (ii) a **retailer** and **customer**, and advised to the **distributor** by the **retailer**.
- 5.1.5 If a **distributor** curtails or interrupts the delivery of **gas** pursuant to clause 5.1.4, it must provide affected **customers** with at least four **business days'** notice of the planned curtailment or interruption.
- 5.1.6 Notice given by the **licensee** under this clause must include the time, expected duration of, and the reason(s) for the **supply interruption**.
- 5.1.7 The **licensee** must provide a 24-hour telephone service to **customers** notifying the commencement time and expected duration of and, if available, the reason(s) for, a current **supply interruption** of more than 15 minutes duration.
- 5.1.8 The **licensee** must provide written notice of commencement time and duration of, and, if available, the reason(s) for, a **supply interruption** within 20 **business days** of receiving a request for such written notification.

### 5.2 Disconnection of a supply address

- 5.2.1 If a **customer** requests the **retailer** to disconnect the **customer's supply address**, the **retailer** must use its **best endeavours** to disconnect in accordance with the **customer's** request.
- 5.2.2 Subject to clauses 5.3 and 5.4, the **retailer** may arrange to disconnect a **customer's supply address** if a **customer** has not:
- (a) paid a bill;
  - (b) agreed to a reasonable offer (made in accordance with clause 4.15) of an instalment plan or other payment option to pay a bill;

- (c) adhered to the **residential customer's** obligations to make payments in accordance with an agreed instalment plan or other payment option relating to the payment of bills;
- (d) failed to allow, for three consecutive **billing cycles** (or such longer period as the **retailer** nominates), access to the **customer's supply address** to read a **meter**; or
- (e) where the **customer** refuses to pay a security deposit or provide a bank guarantee in accordance with clause 4.2.

### 5.3 Obligations prior to disconnection

- 5.3.1 **Licensees** must when considering disconnecting **residential customers** give effect to the general principle that disconnection of premises of a **residential customer** experiencing **financial hardship** due to the inability to pay bills should be a last resort option having regard to the circumstances of the particular matter.
- 5.3.2 Prior to effecting a disconnection under clause 5.2.2, the **retailer** must have:
  - (a) used its **best endeavours** to contact the **customer** personally either:
    - (i) by telephone;
    - (ii) by mail;
    - (iii) by email; or
    - (iv) by any other method approved by the **Commission** from time to time;
  - (b) given the **customer** a reminder notice;
  - (c) after the expiry of the period referred to in the reminder notice, give the **customer** a written disconnection warning with five **business days'** notice of its intention to arrange for the disconnection (the five **business days** shall be counted from the **date of receipt** of the disconnection warning);
  - (d) in the case of a disconnection arising under clause 5.2.2(a), offered the **residential customer** alternative payment options of the kind referred to in clause 4.15 (provided that **retailer** is not obliged to offer an instalment plan where the **residential customer** has in the previous 12 months had two instalment plans cancelled due to non-payment); and
  - (e) in the case of a disconnection arising under clause 5.2.2(d):
    - (i) given the **customer** an opportunity to offer reasonable alternative access arrangements; and
    - (ii) on each of the occasions access was denied, given the **customer** written notice requesting access to the **meter** or **meters** at the **supply address** and advising of the **retailer's** ability to arrange for disconnection.
- 5.3.3 When determining whether to disconnect a **residential customer** (on any particular day) in accordance with clause 5.2.2 the **licensee** must consider any extreme weather conditions impacting the **residential customer's supply address** and

whether disconnecting supply would in any way immediately endanger the health or safety of any person residing at the **residential customer's supply address**.

- 5.3.4 Prior to effecting a disconnection under clause 5.2, the **distributor** must use its **best endeavours** to confirm that a disconnection has not been cancelled by the **retailer**, prior to actioning any work order to disconnect the **customer's supply address**.

## 5.4 When the licensee must not disconnect

- 5.4.1 The **retailer** must not request the **distributor** to disconnect a **customer's supply address**:
- (a) for non-payment of a bill where the amount outstanding is less than an amount approved by the **Commission** and the **customer** has agreed to repay that amount, or
  - (b) for non-payment of a bill where a **residential customer** has been identified as being in **financial hardship** and the **residential customer** is adhering to a payment plan, or
  - (c) where the **residential customer** or a person residing at the **residential customer's supply address** has advised the **licensee** that a person ordinarily residing at the **supply address** is dependent on a **life support system** in accordance with the provisions of clause 6.1, or
  - (d) where the **customer** informs the **licensee**, or the **licensee** is otherwise aware, that the **customer** has formally applied for a rebate, concession or relief available under any government funded scheme and a decision on the application has not been made and/or there is an ongoing review of the decision on the application is pending, or
  - (e) where a **customer** has made a complaint, directly related to the reason for the proposed disconnection, to the **retailer** or the **Ombudsman** and the complaint remains unresolved and/or there is an ongoing review of the decision, or
  - (f) before 8.00am or after 3pm on a **business day**, or
  - (g) on a Friday or the day before a public holiday, or
  - (h) on a weekend, or a public holiday, or
  - (i) on any of the days between 20 December and 31 December (both inclusive) except in the case of a planned interruption.

## 5.5 Disconnections for emergencies and safety

- 5.5.1 Notwithstanding any other clause in this Code, the **licensee** may disconnect, interrupt or cause the disconnection or interruption of supply to a **customer's supply address** in the case of an **emergency**.
- 5.5.2 Where the **licensee** exercises its disconnection right under this clause, it must:
- (a) provide, by way of a 24-hour **emergency** telephone number, information on the nature of the **emergency** and an estimate of the time when supply will be restored; and
  - (b) use its **best endeavours** to restore supply to the **customer's supply address** as soon as possible.
- 5.5.3 Nothing in this Code should affect the **licensee** exercising any power, or obligation to comply with any direction, order or requirement under the *Gas Act 1997, Essential*

*Services Act 1981, Emergency Management Act 2004, or the Fire and Emergency Services Act 2005, or any other relevant legislation.*

- 5.5.4 Notwithstanding any other clause and subject to clause 5.5.5, the **licensee** may disconnect or interrupt supply to a **customer's supply address** for reasons of health or safety.
- 5.5.5 Except in the case of an **emergency**, or where there is a need to reduce the risk of fire or where relevant legislation, regulations or **industry codes** require it, the **licensee** must not disconnect a **customer's supply address** for a health or safety reason unless the **licensee** has:
- (a) given the **customer** written notice of the reason for the proposed disconnection
  - (b) allowed the **customer** five **business days** to remove the reason (the five **business days** shall be counted from the **date of receipt** of the notice), and
  - (c) at the expiration of those five **business days** given the **customer**, by way of a written disconnection warning, another five **business days'** notice of its intention to disconnect the **customer** (the five **business days** shall be counted from the **date of receipt** of the notice).

## 5.6 Disconnections by the distributor

- 5.6.1 The **distributor** must disconnect a **customer** from the **distribution system**:
- (a) subject to clauses 5.4.1(f) or 5.4.1(g), at the direction of a **retailer**, or
  - (b) where the **distributor** is directed to do so by the **Technical Regulator** or any other body exercising a similar function under an Act.
- 5.6.2 The **distributor** may disconnect a **customer** from the **distribution system** pursuant to clause 5.5.
- 5.6.3 Where the **customer** has been disconnected by the **distributor**, other than under clause 5.6.1(a), the **distributor** must advise the **retailer**.

## 5.7 Reconnection after disconnection

- 5.7.1 Where the **retailer** has arranged for the disconnection of a **customer's supply address** the **retailer** must arrange for the reconnection of the **customer's supply address**, subject to (where relevant):
- (a) the **customer** making a request for reconnection; or
  - (b) the reasons for disconnection being rectified; and
  - (c) the **customer** agreeing to pay the **retailer's** or **distributor's** reasonable charges for reconnection, if any.
- 5.7.2 Where the **distributor** has disconnected a **customer's supply address** in accordance with this Code and the **retailer** has subsequently notified the **distributor** to reconnect the **supply address**, the **distributor** must use its **best endeavours** to reconnect the **customer** within the time agreed with the **retailer**.
- 5.7.3 Where, under this clause, the **retailer** is obliged to arrange for the reconnection of a **customer's supply address** and the **customer** makes a request for reconnection before 4.00pm on a **business day**, the **retailer** must use its **best endeavours** to

arrange for the reconnection on the day of the request and, in any event, by the next **business day**.

- 5.7.4 Where, under this clause, the **retailer** is obliged to reconnect a **customer's supply address** and the **customer** makes a request for reconnection after 4.00pm and before 9.00pm on a **business day**, and pays the **retailer's** or **distributor's** reasonable charges for after-hours connection, the **retailer** must arrange for the reconnection on the day requested by the **customer** unless the **retailer** informs the **customer** that this is not possible, in which case the **retailer** must arrange for connection by the end of the next **business day** and the after-hours connection fee does not apply.
- 5.7.5 Where, under this clause, the **retailer** is obliged to reconnect a **customer's supply address** and the **customer** makes a request for reconnection after 9.00pm, on a **business day**, the **retailer** must arrange for the reconnection by the end of the next **business day**.

## 6 Life support obligations

### 6.1 Retailer obligations when advised by a person

- 6.1.1 If a **residential customer**, a **medical practitioner**, or a close relative or carer of the **residential customer**, or a person who has a legal power of attorney or guardianship over the **residential customer**, notifies the **retailer** that a person residing at the **supply address** requires a **life support system** that requires the use of **gas**, then the **retailer** must make immediate arrangements to:
- (a) register the **supply address** as requiring a **life support system** and the date from which a **life support system** is required on a life support register developed and maintained by the **retailer**
  - (b) no later than five **business days** after receipt of advice that a person residing at the **supply address** requires a **life support system**, provide in writing to the **residential customer** a copy of the **life support factsheet** and **emergency** telephone number for the **distributor** and **retailer** (the charge of which is no more than the cost of a local call)
  - (c) not arrange for the disconnection of that **supply address** while the person continues to reside at that address and requires the use of **life support system** (except as required under clause 5.1 or as required for emergencies or safety under clause 5.5), and
  - (d) notify the **distributor** that a person residing or intending to reside in the **supply address** requires a **life support system** and the date from which the **life support system** is required.
- 6.1.2 The requirements in clause 6.1.1 must be maintained by the **retailer** pending receipt of appropriate medical confirmation.

### 6.2 Retailer obligations when advised by distributor

- 6.2.1 When notified by a **distributor** that a person residing or intending to reside at the **supply address** requires a **life support system** the **retailer** must:
- (a) register the **supply address** as requiring a **life support system** on a life support register developed and maintained by the **retailer**.
  - (b) no later than five **business days** after receipt of advice that a person residing at the **supply address** requires a **life support system**, provide in writing to the **residential customer** a copy of the **life support factsheet** and **emergency** telephone number for the **distributor** and **retailer** (the charge of which is no more than the cost of a local call), and
  - (c) not arrange for the disconnection of that **supply address** while the person continues to reside at that **supply address** and requires the use of **life support system** (except as required under clause 5.1 or as required for emergencies or safety under clause 5.5).
- 6.2.2 The requirements in clause 6.2.1 must be maintained by the **retailer** pending receipt of appropriate medical confirmation.

### 6.3 Distributor obligations when advised by a person

- 6.3.1 If a **residential customer**, a **medical practitioner**, or a close relative or carer of the **residential customer**, or a person who has a legal power of attorney or guardianship

over the **residential customer**, notifies the **distributor** that a person residing at the **supply address** requires a **life support system** that requires the use of **gas**, then the **distributor** must make immediate arrangements to:

- (a) register the **supply address** as requiring a **life support system** and the date from which a **life support system** is required on a life support register developed and maintained by the **distributor**
- (b) no later than five **business days** after receipt of advice that a person residing at the **supply address** requires a **life support system**, provide in writing to the **residential customer** a copy of the **life support factsheet** and **emergency** telephone number for the **distributor** and **retailer** (the charge of which is no more than the cost of a local call), and
- (c) notify the **retailer** that a person residing or intending to reside in the **supply address** requires a **life support system** and the date from which the **life support system** is required.

6.3.2 The requirements in clause 6.3.1 must be maintained by the **distributor** pending receipt of appropriate medical confirmation.

## 6.4 Distributor obligations when advised by retailer

6.4.1 When notified by a **retailer** that a person residing or intending to reside at the **supply address** requires a **life support system** the **distributor** must:

- (a) register the **supply address** as requiring a **life support system** on a life support register, and
- (b) not arrange for the **disconnection** of that **supply address** while the person continues to reside at that **supply address** and requires the use of **life support system** (except as required under clause 5.1 or as required for emergencies or safety under clause 5.5).

6.4.2 The requirements in clause 6.4.1 must be maintained by the **distributor** pending receipt of appropriate medical confirmation.

## 6.5 Medical confirmation

6.5.1 A **residential customer** who has been identified to the **licensee** as requiring a **life support system** must be provided with at least 50 **business days** to provide the **licensee** with the necessary medical confirmation. If the **residential customer** requests an extension to this time, the **licensee** must give the **residential customer** at least an additional 25 **business days** to provide the medical confirmation information.

6.5.2 The following information is required for the purposes of medical confirmation:

- (a) the **residential customer's supply address**
- (b) the date from which the **residential customer** requires supply of **gas** at the **supply address** for the purposes of the **life support system**, and
- (c) dated medical confirmation by a **medical practitioner** of the type/s of **life support systems** required at the relevant **supply address**, which must fall within the definition of a **life support system**.

6.5.3 A medical certificate containing the information under clause 6.5.2 will meet the information requirements for medical confirmation.

## 6.6 Retailer obligations upon medical confirmation

- 6.6.1 Following receipt of medical confirmation that a person residing at the **residential customer's supply address** requires a **life support system**, the **retailer** must:
- (a) give the **distributor** relevant information about the **life support system** requirements for the **residential customer's** premises and any relevant contact details for the purposes of updating the **distributor's** registration, unless the relevant information was provided to the **retailer** by the **distributor**
  - (b) For as long as the person resides at the **supply address**, maintain the registration of the **supply address** as a **life support system** address and the date from which a **life support system** is required on a life support register developed and maintained by the **licensee**,
  - (c) When advised by a **residential customer** or **distributor** of any updates to the **life support system** requirements for the **customer's** premises or any relevant contact details, update the **retailer's** registration and
  - (d) For as long as the person resides at the **supply address**, not arrange for the disconnection of that **supply address** while the person continues to reside at that address and requires the use of a **life support system** (except as required under clause 5.1 or as required for emergencies or safety under clause 5.5).

## 6.7 Distributor obligation upon medical confirmation

- 6.7.1 Following receipt of medical confirmation that a person residing at a **customer's supply address** requires a **life support system**, the **distributor** must:
- (a) give the **retailer** relevant information about the **life support system** requirements for the **residential customer's** premises and any relevant contact details for the purposes of updating the **retailer's** registration, unless the relevant information was provided to the **distributor** by the **retailer**
  - (b) maintain the registration of the **supply address** as a **life support system** address and the date from which a **life support system** is required on a life support register developed and maintained by the **licensee**,
  - (c) When advised by a **residential customer** or **distributor** of any updates to the **life support system** requirements for the **customer's** premises or any relevant contact details, update the **retailer's** registration and
  - (d) not arrange for the disconnection of that **supply address** while the person continues to reside at that address and requires the use of a **life support system** (except as required under clause 5.1 or as required for emergencies or safety under clause 5.5).

## 6.8 Deregistration of premises

- 6.8.1 The **licensee** may request that a **residential customer** whose **supply address** has been registered under clause 6.6 or 6.7, inform the **licensee** if the person for whom the **life support system** is required vacates the **supply address** or no longer requires the **life support system**.
- 6.8.2 The **licensee** may rely on written advice received from a **medical practitioner** or hospital that a **life support system** is no longer required at the **supply address** notwithstanding that a **residential customer** has not provided the information under clause 6.5, or cannot reasonably be contacted to make this request.

- 6.8.3 If a **residential customer's** premises is deregistered:
- (a) by a **retailer**, the **retailer** must within five **business days** of the date of the deregistration, notify the **distributor** of the date of the deregistration and the reason for the deregistration
  - (b) by a **distributor**, the **distributor** must within five **business days** of the date of the deregistration, notify the **retailer** of the date of the deregistration and the reason for the deregistration, and
  - (c) the **retailer** and the **distributor** must update their registers.

This **industry code** was made by the **Commission** pursuant to Part 4 of the *Essential Services Commission Act 2002*, to take effect on and from the date notified in the Gazette.

Adam Wilson

Chief Executive Officer and Commission authorised signatory



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Date

21 June 2023

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