

**November 2012**

# **Tasmanian Gas Retail Code**

**Version 5**

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## 1 THIS CODE

### 1.1 Purpose of this Code

The purpose of this Code is to establish the minimum terms and conditions under which a **retailer** must sell **gas** to **small retail customers**.

*Explanatory note*

This Code does not apply to **gas appliances**.

### 1.2 Date of effect

This version of the Code takes effect on 23 November 2012.

### 1.3 Regulator bound

This Code binds the **Regulator** and clause 1.6(e) binds the **Minister**.

### 1.4 Definitions

In this Code, words and phrases in italics have the meaning given to them in clause 15.1.

### 1.5 Interpretation

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

### 1.6 Amendment to the Code

(a) The terms and conditions of this Code may be amended by the **Regulator** if the **Regulator** reasonably determines that the proposed amendment will better achieve the objects of the **Gas Act**. In making such a determination, the **Regulator** must consider:

- (i) any proposal received from a **retailer**; and
- (ii) any proposal received from an **interested party**.

(b) Unless the proposed amendment is of a purely administrative nature, the **Regulator** must, prior to making a determination in relation to the proposal, consult **retailers** and **interested parties**. The **Regulator** must allow a reasonable time for the

making of representations in relation to a proposal and must consider any representations made.

- (c) The **Regulator** will within 20 **business days** of making a determination to amend or not to amend this Code, notify all **retailers** and **interested parties** of the determination.
- (d) Notwithstanding the preceding provisions of this clause 1.6, the **Regulator** may not, without the express written approval of the **Minister**, amend the provisions of this Code which are listed in schedule 1 of this Code as **protected provisions** under section 38C of the **Act**.
- (e) The **Minister** may amend this Code following a review of the Code if the **Minister** reasonably determines that the proposed amendment will better achieve the objectives of the **Gas Act**.

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## 2 VARIATION OF TERMS AND CONDITIONS

- (a) A **retailer** may agree with a **small retail customer** to vary the application of this Code in respect of that **small retail customer**.
- (b) Notwithstanding clause 2(a), an agreement between a **retailer** and a **small retail customer** must not purport to limit their respective obligations to any person other than the other party to the agreement.

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## 3 RETAILER'S ROLE

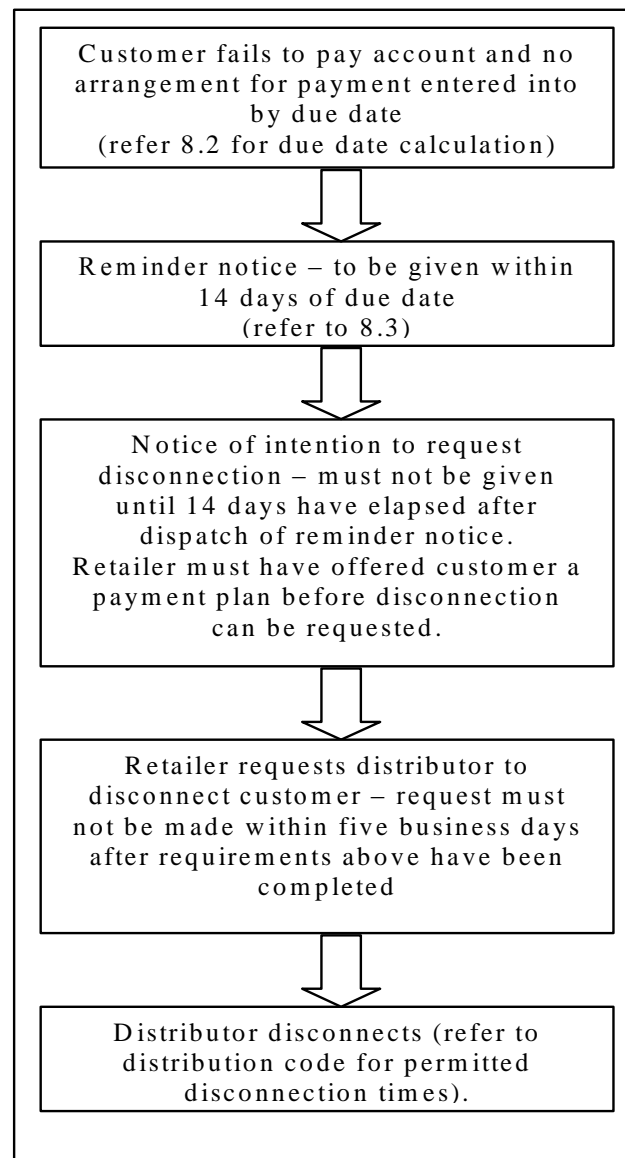
- (a) In respect of each **customer** whose **gas** consumption or anticipated **gas** consumption is less than 1 TJ per annum, the **customer's retailer** must, subject to the **customer** notifying the **retailer** otherwise, liaise with the **customer's distributor** so that the **customer** need not deal directly with the **distributor**.
- (b) By procuring, on behalf of a **customer**, **connection** or **reconnection**, a **retailer** is not to be taken to be providing **distribution services**.

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## 4 DISCONNECTION OF SUPPLY FOR NON-PAYMENT

### 4.1 Disconnection

Subject to the **retailer** complying with the requirements of this clause 4, a **retailer** may request a **customer's distributor** to **disconnect** the supply of **gas** to the **customer** if the **customer** fails to pay the amount due in respect of a **gas account** by the due date for payment, as provided in clause 8.2.



The steps leading to **disconnection** are shown in the diagram below.

## 4.2 Notice of Disconnection

A **retailer** must not request a **customer's distributor** to **disconnect** the supply to a **customer's supply address** until:

- (a) the **customer** has been given a reminder **notice** as required by clause 8.3;
- (b) the **customer** has been given **notice** of the **retailer's** intention to request the **distributor** to **disconnect supply** (which **notice** must not be given to a **customer** until a period of 14 days has elapsed since the date of dispatch of the reminder **notice**); and

- (c) the **customer** has been offered a **payment plan**.

#### 4.3 Restriction on Disconnection

- (a) A **retailer** who has complied with clause 4.2 must not request the **distributor** to **disconnect supply** to the **customer's supply address**:
  - (i) within 5 **business days** after the date on which the **retailer** complied with all of its obligations under clause 4.2; or
  - (ii) if the **customer** has paid the **gas account**; or
  - (iii) if the **customer** has entered into a **payment plan** with the **retailer** or has made some other arrangement with the **retailer** to pay the **gas account**.
- (b) If the **retailer** has already requested the **distributor** to **disconnect supply** to a **customer's supply address**, and the **customer**:
  - (i) pays the **gas account**; or
  - (ii) enters into a **payment plan** with the **retailer** or makes some other arrangement with the **retailer** to pay the **gas account**,the **retailer** must use reasonable endeavours to prevent **disconnection** occurring.
- (c) A **retailer** must not unreasonably refuse to offer a **payment plan** to a **customer**.

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#### 5 OTHER GROUNDS FOR DISCONNECTION OF SUPPLY

- (a) In addition to the **retailer's** rights under clause 4, the **retailer** may request a **customer's distributor** to **disconnect supply** to the **customer's supply address** if:
  - (i) the **retailer** suspects on reasonable grounds that the **customer** has committed an offence relating to the illegal use of **gas** or has obtained supply otherwise contrary to this Code; or

- (ii) the **customer** has requested or given prior agreement to the **disconnection**.
- (b) To **disconnect supply** in a case to which clause 5(a)(i) applies, the **retailer** must give the **customer notice** of its intention to request the **distributor** to **disconnect supply** and also detailing the reason/s for the **disconnection**, prior to the **disconnection** occurring. The **retailer** must report any **disconnections** undertaken pursuant to clause 5(a)(i) to the **Director of Gas Safety** within five **business days**.

#### *Explanatory Note*

The **Gas Distribution Code** sets out the circumstances in which a **customer's distributor** is entitled to **disconnect**, curtail or interrupt **supply**.

- (c) If, in accordance with clause 3.1 of the **Gas Distribution Code**, a **distributor** gives a **retailer notice** of the **distributor's** intention to disconnect any of the **retailer's customers**, the **retailer** must give all affected **customers notice** of the **distributor's** intention within five **business days** of receipt by the **retailer** of the **distributor's** notice.

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## 6 RECONNECTION OF SUPPLY

### 6.1 Reconnection after disconnection for non-payment

A **retailer** that has requested the **disconnection** of **supply** to a **customer** for non-payment of a **gas account** must as soon as practicable request the **customer's distributor** to **reconnect supply** if:

- (a) the **customer** pays the **gas account**, interest that has accrued on the **gas account** and, if applicable, a reconnection fee of the **retailer**; and
- (b) the **customer** gives the **retailer** any **security** requested by the **retailer**, in accordance with clause 12 of this Code, for the payment of future **gas accounts**; or
- (c) the **customer** enters into a **payment plan** or makes some other arrangement with the **retailer** to pay the amount of the **gas account**, interest and, if applicable, a reconnection fee to the **retailer**.



## 6.2 Timing Requirements

Where a **retailer** is under an obligation to request a **customer's distributor** to **reconnect** the **customer** in accordance with clause 6.1 and the **customer** makes a request for **reconnection**:

- (a) before 3 pm on a **business day**, the **retailer** shall use reasonable endeavours to procure the **reconnection** by the **distributor** on the day of the request;
- (b) after 3 pm on a **business day**, the **retailer** shall procure the **reconnection** by the **distributor** as soon as possible on the next **business day**; or
- (c) after 3 pm on a **business day** and before the close of normal business and pays the **retailer's** after hours reconnection charge, the **retailer** shall procure the **reconnection** by the **distributor** on that day.

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## 7 COMPLAINT HANDLING AND DISPUTE RESOLUTION

A **retailer** must deal with customers' complaints in accordance with **Australian Standard (AS 4269)**.

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## 8 ACCOUNTS

### 8.1 Account Cycle

A **retailer** must provide a **customer** with a **gas account** at least once in each 3 month period.

### 8.2 Due Date for Payment

The due date for payment of the **gas account** is to be at least 12 **business days** after the date of dispatch of the **gas account** to the **customer**.

### 8.3 Due Date Reminder

If payment is not made nor an arrangement for payment entered into by the due date the **retailer** must give the **customer** a reminder **notice** of the **gas account** within 14 days after that date.

## 8.4 Gas Accounts

A **gas account** issued by a **retailer** to a **customer** must:

- (a) include:
  - (i) a telephone number at which inquiries may be made relating to **gas accounts**;
  - (ii) a telephone number at which the **distributor** may be contacted in an emergency;
  - (iii) a telephone number specifically identified as a telephone number at which the **retailer** may be contacted when a **customer** is experiencing difficulty paying a **gas account**; and
  - (iv) information showing:
    - (A) the **customer's** consumption for the period covered by the **gas account**; andto the extent that the data is available:
    - (B) the **customer's** consumption for each **gas account** period over the past 12 months; and
    - (C) a comparison of the **customer's** consumption for the period covered by the **gas account** with the **customer's** consumption for the same period the previous year.
- (b) be based on consumption of **gas** as indicated by **meter** readings, subject to the following exceptions:
  - (i) where the relevant tariff is not based on consumption, the **gas account** is to be prepared on the basis contemplated in the tariff; and
  - (ii) where a reliable **meter** reading cannot be obtained for any reason, including inability to access the **meter**, the **gas account** may be based on a reasonable estimate of consumption and, if a reliable **meter** reading becomes available later, the next **gas account** must be adjusted to reflect actual consumption.

- (c) Notwithstanding clause 8.4(b)(ii), a **retailer** must obtain a reading of a **customer's meter** at least once in each 12 month period.
- (d) The **retailer** must notify the **customer** of a **gas account** estimated under clause 8.4(b), the reason for the **gas account** being estimated, how the **gas account** has been estimated and that if a reliable **meter** reading becomes available later, the next **gas account** will be adjusted to reflect actual consumption.

## 8.5 Charges

If in addition to the supply or sale of **gas**, a **retailer** supplies other goods or services to a **customer**, the **retailer** may bill for those other goods and services separately. If the **retailer** chooses not to bill separately, the **retailer** must:

- (i) include the charge for the other goods and services as a separate item on the **gas account**, together with a description of the other goods and services provided; and
- (ii) apply payments received from the **customer** as directed by the **customer** or, if the **customer** gives no direction, apply the payment: to the charges for the supply of **gas** before applying any part of it to other goods and services.

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## 9 RECOVERY OF UNDERCHARGES CAUSED BY ILLEGAL USE

A **retailer** that lawfully obtains the **disconnection** of **supply** to a **customer** that has been undercharged as a result of illegal use of **gas** by the **customer** may, despite the **disconnection**;

- (a) estimate, in accordance with the tariff under which **supply** was provided, the **gas** usage that the **customer** has not paid for; and
- (b) recover the amount that would have been payable for that **gas** usage under the tariff, together with interest calculated on a basis approved by the **Regulator**.

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## 10 RECOVERY OF UNPAID ACCOUNTS

A **retailer** may recover in a court of competent jurisdiction as a debt due to the **retailer**.

- (a) an amount that remains outstanding after **disconnection** of supply to the **customer** for failure to pay a **gas account**; and

- (b) an amount that remains outstanding for failure to pay a **gas account**, notwithstanding that the **retailer** continues to supply **gas** to the **customer**; and
- (c) an amount estimated in accordance with clause 9 for any illegal use of supply; and
- (d) any connection or reconnection fee; and
- (e) any interest that it may charge in respect of the **customer**.

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## 11 CUSTOMER CHARTER

- (a) A **retailer** must prepare a **customer charter** that:
  - (i) states the services and the level and standard of such services that a **customer** is entitled to receive from the **retailer**;
  - (ii) states the basis on which **gas accounts** are to be prepared, the method of delivery of accounts and the frequency of issue;
  - (iii) states the time period allowed for payment and the payment options available to the **customer** including information concerning **security** and **payment plans**;
  - (iv) includes a sample **gas account**;
  - (v) includes the retailer's fees for services, including connection, reconnection etc;
  - (vi) includes the telephone number established by the **customer's distributor** pursuant to clause 4.2 of the **Gas Distribution Code** and states that the telephone number can be used at any time to report, or obtain information regarding, an emergency or interruption to **supply**;
  - (vii) sets out the **retailer's** position in relation to the review and adjustment of **gas accounts**, including interest on amounts unpaid or overpaid, and the processes for the recovery of unpaid monies;
  - (viii) summarises **customers'** rights, entitlements and obligations relating to the supply and sale of **gas** to **customers**;

- (ix) sets out the steps in the process leading to **disconnection** of a **customer** for non-payment of a **gas account**; and
  - (x) describes fully in detail how a **customer** may make an enquiry or complaint relating to the supply and sale of **gas**.
- (b) The **retailer** must make available a copy of the **customer charter** to a **customer** at, or before, the time **supply** to the **customer** is **connected** and upon request by the **customer**.
  - (c) The **retailer** must review and, if necessary, update the **customer charter** annually.
  - (d) The **retailer** must advise a **customer** of any changes to the **customer charter**.
  - (e) The **retailer** must lodge a copy of the **customer charter**, and each update of it, with the **Regulator**.

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## 12 SECURITY

### 12.1 Security

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

### 12.2 Security Amount

The amount of **security** is not to exceed:

- (a) if **gas accounts** are to be issued quarterly, 1.5 times the bill amount of the average quarterly consumption of **gas** by a **customer** with a similar **gas** consumption profile to the person required to provide the **security**; or
- (b) if **gas accounts** are to be issued more frequently than quarterly, twice the bill amount of the average monthly consumption of **gas** by a **customer** with a similar **gas** consumption profile to the person required to provide the **security**.

### 12.3 Security Accounts

- (a) A **retailer** must maintain an interest bearing account with a bank, building society or credit union expressly for the purpose

of holding **security** deposits and refundable advances required by the **retailer** under clause 12.1.

- (b) A **retailer** that receives **security** for payment of **gas accounts** in the form of a deposit or refundable advance must;
  - (i) immediately give the person who provided the **security** a receipt for the amount of the **security**; and
  - (ii) pay the amount of the **security** into an account maintained in accordance with clause 12.3(a).
- (c) A **retailer** must not withdraw the amount of the **security** from the account maintained in accordance with clause 12.3(a) or any of the accrued interest except:
  - (i) to use or return the **security** in accordance with clause 12.4; or
  - (ii) as authorised by the **Regulator**.

#### 12.4 Use and Return of Security Deposits

- (a) A **retailer** may use a **customer's security** deposit or refundable advance, including accrued interest to offset an amount owed by the **customer** for **supply** in any of the following circumstances:
  - (i) where the **gas supply** has been **disconnected** because of the **customer's** failure to pay a **gas account** for **supply**; and
  - (ii) where the **customer** has failed to pay the amount due in respect of a final **gas account** for **supply**; or
  - (iii) at the request of the **customer** where the **customer** has requested **disconnection** of **supply** or has informed the **retailer** of a change in the occupation of the **supply address**.
- (b) A **retailer** that uses a **customer's security** deposit or refundable advance to offset a **gas account** must, within 14 days of doing so, give the **customer** an accounting of its use of the **security** deposit or refundable advance and pay any balance remaining, including accrued interest, to the **customer**.
- (c) A **retailer** must return a **customer's security** deposit or refundable advance to the **customer**, together with accrued

interest, within 10 **business days** of any of the following events occurring;

- (i) the **customer** completes 1 year of satisfactory payment of **gas accounts**; or
- (ii) the **retailer** ceases to supply the **customer** with **gas** and the **customer** pays any amount owed to the **retailer** for the supply.

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## 13 ANNUAL RETURN

### 13.1 Information to be Included in Annual Return

Each annual return lodged by a **retailer** under section 27(2) of the **Gas Act** must contain the information described in schedule 2.

### 13.2 Additional Report

The annual return is to be accompanied by a report prepared by a **reporter** in accordance with the 'frequency of reporting' provisions of the **Regulator's Regulatory Reporting Guideline**.

### 13.3 Lodgement Date of Annual Return

Each year, a **retailer** must provide to the **Regulator**, by 30 September or such date as the **Regulator** nominates, an annual return as required under section 27(2) of the **Gas Act**.

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## 14 COMPLIANCE PLANS AND REPORTS

### 14.1 Compliance Plan

A **retailer** must develop and submit to the **Regulator** a **compliance plan**, initially within three months of the date of issue of the **retailer's** licence or such other date as is notified by the **Regulator** and, subsequently, by the first anniversary of that date, and, after that, every two years.

### 14.2 Consistency with Standards and Codes

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

### 14.3 Review by Regulator

A **retailer** must consider any comments made by the **Regulator** on the **compliance plan** and, if required by the **Regulator**, amend provisions

of a **compliance plan** related to reporting to the **Regulator** including processes for capturing and analysing data that is to be reported.

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## 15 DEFINITIONS AND INTERPRETATION

### 15.1 Definitions

In this Code, unless the context otherwise reflects:-

**“Australian Standard (3806)”** means AS3806 Compliance Programs, published by the Standards Association of Australia, as in force from time to time (including any code or standard having effect under that standard).

**“Australian Standard (4269)”** means AS4269 Complaints Handling published by the Standards Association of Australia as in force from time to time (including any standard or code having effect under that standard).

**“business day”** means:

- (a) in relation to interaction between the **retailer** and a **customer** means a day on which banks are open for general banking business in the region of Tasmania in which the **customer’s supply address** is located, excluding a Saturday or Sunday; and
- (b) in all other cases means a day on which banks are open for general banking business in Hobart, excluding a Saturday or Sunday.

**“code”** means any code issued by the **Regulator** under the **Gas Act**.

**“compliance plan”** means a written plan developed by a **retailer** outlining the **retailer’s** procedures, practices and strategies for managing and auditing the **retailer’s** compliance under the **Gas Act**, its retail licence, the **Gas Distribution Code**, this Code, the **customer charter**, relevant Australian Standards and any **standards** and **codes** which must include (among other things) details of standards, indicators and targets for measuring the **retailer’s** compliance performance and which must be in accordance with **Australian Standard (AS 3806)**;

**“connect”** means join a **gas installation** to a **gas supply point** to allow the flow of **gas** from the **distribution system** to a **gas installation**.



**“connection”** means the joining of a **gas installation** to a **gas supply point** to allow the flow of **gas** from the **distribution system** to a **gas installation**.

**“customer”** has the same meaning as in the **Gas Act**.

**“customer charter”** means the charter prepared by a **retailer** in accordance with the requirements of clause 11 of this Code;

**“Director of Gas Safety”** means the **Director of Gas Safety** under the **Gas Act**.

**“disconnection”** means:

- (a) the permanent suspension of the supply of **gas** to a **customer**, or
- (b) the indefinite suspension of the supply of **gas** to a **customer** in circumstances where some action by the **customer**, the **retailer** or both is required before the supply of **gas** can be re-established.

**“distribution services”** means the service of receipt of **gas** at **transfer points**, haulage of the **gas** through the **distribution system** and delivery of the **gas** at **gas supply points**.

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

**“distributor”** means a person who holds a distribution licence issued under the **Gas Act** or a person who is exempt from the requirement to obtain a distribution licence by section 117 of the **Gas Act**.

**“gas”** has the meaning given to that term in the **Gas Act**.

**“gas account”** means a statement issued by the **retailer** setting out the details of a **customer’s gas** consumption and the associated charges, as described in clause 8.

**“Gas Act”** means the *Gas Act 2000* (Tas).

**“gas appliance”** has the meaning given to that term in the **Gas Act**.

**“Gas Distribution Code”** means the code of that name issued under the **Gas Act**.

**“gas installation”** means any **gas** equipment located at the **customer’s** premises that is not part of a **distribution system**.

- (a) **“gas supply point”** has the meaning given to that term in the **Gas Act**.

**“interested party”** means a person whose interests are affected by a decision of the relevant authority or an authorised officer.

**“Laws”** means any applicable Commonwealth, Tasmanian or local law, subordinate legislation, legislative instrument or mandatory regulatory requirement.

**“meter”** means a device which measures and records the volume of **gas** passing through it and includes associated equipment attached to the instrument to filter, control or regulate the flow of **gas**.

**“Minister”** means the Minister who is responsible for the administration of the **Gas Act**.

**“notice”** means notice in writing.

**“payment plan”** means an arrangement for a **customer** to pay, by instalments, amounts due to a **retailer**.

**“protected provision”** means a code provision, that is identified, in the code, as a provision that is not to be omitted from the code, or amended, without the Minister’s written approval.

**“reconnection”** means the re-establishment of **supply** to a **customer** at the same **supply address** at which that **customer** had previously been receiving **supply**.

**“Regulator”** means the **Regulator** under the **Gas Act**.

**“Regulatory Reporting Guideline”** means the guideline of that name as first issued by the **Regulator** in June 2000 and as amended from time to time.

**“reporter”** means an appropriately qualified person engaged by a **retailer** with the approval of the **Regulator** to report, in accordance with terms of reference approved by the **Regulator**, to the **Regulator** on;

- (a) the completeness and accuracy of the **retailer’s** annual report referred to in clause 13 of this Code; and
- (b) compliance with and adequacy of the retailer’s **compliance plan**;

**“retailer”** means a person who holds a retail licence issued under the **Gas Act** or is exempt from the requirement to obtain a retail licence by section 117 of the **Gas Act**.

**“security”** has the meaning given to that term under clause 12.

**“small retail customer”** means a **customer** whose **gas** consumption or anticipated **gas** consumption is less than 10 TJ per annum.

**“standard”** means a standard issued, or approved, by the **Regulator** under the **Gas Act**.

**“storage facility”** means a facility for the storage of large quantities of **gas** including underground storage facilities.

**“supply address”** means the address to which **gas** is, may be or has been supplied by the **distributor**.

**“transfer point”** means a point at which **gas** passes from a **transmission system** into a **distribution system** or from a **distribution system** into another **distribution system**.

**“transmission system”** means a pipeline or a system of pipelines, for the high pressure transmission of **gas** and all related facilities, together with:

- (a) all structures for protecting or supporting the pipeline or system of pipelines; and
- (b) facilities for the compression of **gas**, the maintenance of the pipeline or system of pipelines and the injection or withdrawal of **gas**; and
- (c) all fittings, appurtenances, appliances, compressor stations, odourisation plants, scraper stations, valves, telemetry systems (including communications towers); and
- (d) works and buildings used in connection with the pipeline or system of pipelines

but excluding all **storage facilities** and **distribution systems**.

## 15.2 Interpretation

In this Code, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this Code; and

- (b) words importing the singular include the plural and vice versa; and
- (c) words importing a gender include any gender; and
- (d) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency; and
- (e) a reference to a condition, clause, schedule or part is to a condition, clause, schedule or part of this code; and
- (f) a reference to terms of an offer or agreement is to all terms, conditions and provisions of the offer or agreement; and
- (g) a reference to any statute, regulation, proclamation, order in council, ordinance or by-law includes all statutes, regulations, proclamations, orders in council, ordinances or by-laws varying, consolidating, re-enacting, extending or replacing them and a reference to a statute includes all regulations, proclamations, orders in council, ordinances, by-laws and determinations issued under that statute; and
- (h) a reference to a document or a provision of a document includes an amendment or supplement to, or replacement or novation of, that document or that provision of that document; and
- (i) a reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns; and
- (j) when italicised, other parts of speech and grammatical forms of a word or phrase defined in this Code have a corresponding meaning; and
- (k) a period of time:
  - (i) which dates from a given day or the day of an act or event is to be calculated exclusive of that day; or
  - (ii) which commences on a given day or the day of an act or event is to be calculated inclusive of that day; and
- (l) an event which is required under this code to occur on or by a stipulated day which is not a **business day** may occur on or by the next **business day**.

## **Schedule 1 – Protected Provisions**

The following provisions in this Code have been declared as ***protected provisions*** by the provisions of section 38C of the **Act**:

Clause 1.3 - Regulator Bound

Clause 1.6 - Amendment to the Code

Clause 5(c) – Other Grounds for Disconnection of Supply

## Schedule 2 - Annual Returns

### Information required to be included in Annual Returns

#### Customer Numbers

- Total number of **customers**
- Number of
  - residential **customers**
  - business **customers** with annual **gas** consumption of:
    1. less than 1 TJ
    2. between 1 TJ and 10 TJ
- Numbers of **customers** on each tariff

#### Disconnections/reconnections for non-payment

- Number of original accounts issued - residential/business
- Number of reminder notices despatched - residential/business
- Number of disconnection notices despatched - residential/business
- Number of actual disconnections - residential/business
- Number of reconnections in the same name - residential/business.

#### Disconnections/reconnections under clause 4.1 and clause 5(a)(i) of the Gas Retail Code

- Number of disconnection notices issued in relation to clause 4.1 - residential/business
- Number of disconnection notices issued in relation to clause 5(a)(i) - residential/business
- Number of actual disconnections carried out in relation to clause 4.1 - residential/business
- Number of actual disconnections carried out in relation to clause 5(a)(i) - residential/business
- Number of reconnections in the same name after disconnection under clause 4.1)
- Number of reconnections in the same name after disconnection under clause 5(a)(i)

## Payment Plans

- Number of **customers** on payment plans - residential/business
- Average amount of **gas accounts** subject to payment plans: residential/business
- Number of payment plans that **customers** default on - residential/business

## Late payment fees

- number of fees imposed - residential/business
- amount of fee revenue collected - residential/business
- number of fees waived - residential/business

## Security Deposits

- Number provided by **customers** - residential/business
- Total value of **security** deposits provided by **customers** - residential/business
- Average amount of **security** deposits - residential/business
- Number refunded to **customers** - residential/business
- Total value of **security** deposits refunded to **customers** - residential/business

## Customer Complaints

- Total number - residential/business
- Number of complaints within categories advised by the **Regulator**

## Call Centre/Telephone Service

- Total number of calls received
- Number of calls answered within 30 seconds

### **Compliance Plan**

- details of the **retailer's** actual performance for the previous financial year against the standards, indicators and targets included in the **compliance plan**;
- if the **retailer's** actual performance is below the targets included in the **compliance plan**, the reasons for the failure to meet the targets and strategies for achieving the targets in the future;
- projections of the **retailer's** future performance against the standards, indicators and targets included in the **compliance plan**;
- a description of the strategies adopted or to be adopted by the **retailer** to achieve or exceed the performance targets included in the **compliance plan**; and
- details of the **retailer's** adherence to applicable Australian Standards.