

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

as at June 2007



TABLE OF CONTENTS

Documents Reviewed	1
Customer usage thresholds	2
SAFETY NET/CONTRACTS	3
Obligation to supply	3
Obligation to offer - Standing Offer Contract.....	3
Deemed/Default Contract – no election	4
Negotiated Contract Terms	5
Regulated Prices	6
Obligation to inform of standard contract	7
OFFER/APPLICATION	8
Tariff information &	8
Product disclosure	8
Application – Form	9
Payments on application	10
Distributor notification/ relationship	10
Commencement	11
Cooling Off.....	12
CONTRACT	13
Copy of Contract.....	13
Customer termination	13
Early termination payment.....	14
Where supply address vacated	14
Circumstances where retailer can terminate	15
Notice for fixed term contract end	15
Information about charges.....	16
Commence of supply of electricity.....	17
BILLING	17
Meter read frequency	18
When estimate can be used.....	18
Basis for estimate	18
Obligation to adjust bill where actual data becomes available.....	19
Charging for adjustment	19
Notification of estimate	20
Charge for illegal use of electricity	20
Where no meter.....	21
Access to meter.....	21
Switching errors / charges where cancellation in cooling-off	21
Minimum bill period	21
Address for bill.....	22
Charges bill must show	22
Delivery of bill	22
Charges for other goods and services	22
Green Power	23
How payments to be allocated	23
Bill information	24
Consumption (graphs?).....	25
Period to keep billing data	26

Providing billing data to customer	26
Proportionate billing.....	26
Bill smoothing	27
Calculation where tariff change	27
Notice of tariff change	27
Agreement for tariff change.....	28
PAYMENT	29
Prepayment Meters	29
Minimum pay period	30
Reminder notice with new payment date	31
Interest on late payment.....	31
Dishonoured payment fee	32
Late payment fee.....	33
Advance payments.....	34
Payment methods	34
Direct debit requirements	34
BILLING REVIEWS	35
When to review.....	35
Bill payment during review	35
Overcharging	36
Undercharging	36
Meter Checking	37
PAYMENT PLANS	37
When to offer.....	37
Payment plan options.....	38
When no right to instalment.....	39
Information to take into account when designing instalment plan.....	39
Period of instalment plan and number of instalments (any minimum)	39
Information retailer must give in relation to instalment plan.....	40
Retailer obligations when customer on instalment plan.....	40
SECURITY	41
When required	41
Amount	42
For businesses	42
Interest.....	43
Repayment	43
Use	43
Account keeping.....	44
DISCONNECTION	45
When permitted	45
Conditions precedent/notices	45
Notice of disconnection	47
Prohibited disconnection	48
Payment for wrongful disconnection	49
Life support specifications	50
Restricted disconnection times.....	51
Final bill/notice after disconnection	52
When to reconnect	52
Reconnection charge	53

When reconnection to occur.....	53
LAST RESORT EVENTS	54
Last resort events	54
Notification to customer	54
Obligation to offer standard contract	55
Disconnection of last resort customer	55
Charges	56
GENERAL COMPLAINTS/ADVICE	56
Debt recovery	56
Energy efficiency advice.....	57
Service standards.....	58
Enquires and complaints procedure.....	59
Ombudsman Scheme – provision of information about (note this document does not seek to compare the various schemes).....	60
Method for communication with customer.....	60
Customer change of details/other notice.....	61
Privacy.....	62
Payment difficulty	62
Concession information.....	63
Customer charter.....	64
Force majeure	65
Limitation of liability	65
Indemnity.....	66
MARKETING	67
Notes	67
General conduct	68
Consent to contact	68
Record of contacts	69
Contacting marketer.....	70
Contacting customer	70
Identification of marketers	71
Complaints against marketers.....	71
Compliance with code	72
Records of consent to agreement	73
Information to be provided before or at time of entry into arrangement.....	73
Where marketer not retailer.....	74

Preface

The Electricity Retail Consumer Protections Comparison Table for NEM Jurisdictions (the **Comparison Table**) was first completed in November 2004. Since that time, various amendments have occurred to a range of regulatory instruments in the jurisdictions. With the establishment of the Ministerial Council on Energy's (**MCE**) Retail Policy Working Group (**RPWG**) to finalise the retail consumer protection framework in the new national energy regulatory system, the Consumer Action Law Centre (**Consumer Action**) obtained funding from the National Consumers Electricity Advocacy Panel to update the Comparison Table.

The Comparison Table is designed to provide consumer input into the deliberations of the RPWG. It will also be of use to other stakeholders, to identify the range of consumer protection regulation applying to consumers of electricity. The Comparison Table proceeds on a view that all domestic energy consumers should enjoy the same high level of protection irrespective of their geographical location. A harmonised framework may also result in efficiencies and certainty leading to increased competition amongst suppliers, greater participation in the market by consumers who are more confident about their rights and obligations and, therefore, better price and service outcomes.

The Comparison Table provides an updated opinion with respect to those parts of the each regulatory framework representing good or best practice. As part of this project, Consumer Action surveyed a number of consumer and social welfare organisations about the meaning and content of best practice in the energy regulatory framework. From these consultations, it is Consumer Action's view that best practice means the best outcome for all market participants, focusing on the ultimate aim of an electricity market that operates in the long-term interests of consumers. Best practice should mean an appropriate balance between the costs and benefits of regulation, and regulation that does no more or less than achieve its stated aim. It should be noted, however, that the opinion of best practice in the Comparison Table is that of Consumer Action, and does not represent the opinion of all representatives of domestic energy consumers. Further, all errors and omissions are the responsibility of Consumer Action. Nevertheless, it is hoped that the Comparison Table will form an important contribution to the development of a single, harmonised retail regulatory framework to operate in the NEM.

For more information, contact:

Consumer Action Law Centre
ABN 37 120 046 484
Level 7, 459 Little Collins Street
Melbourne VIC 3000
Phone: 03 9670 5088
Fax: 03 9629 6898
www.consumeraction.org.au

**ELECTRICITY RETAIL
CONSUMER PROTECTIONS
COMPARISON TABLE FOR NEM JURISDICTIONS
As at February 2007**

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
<p>Documents Reviewed</p> <p>Abbreviations used</p> <p>SC – standing offer contract</p> <p>NC – negotiated contract</p> <p>MC – market contract</p>	<p><i>Electricity Act 1994 (Reprint 6C) (EA)</i></p> <p><i>Electricity Industry Code Third Edition (effective 1 July 2007, reviewed as at 3 November 2006) (EIC).</i></p>	<p><i>Electricity Act 1996 (Reprint 11) (EA)</i></p> <p><i>Energy Retail Code ERC/01 (March 2004) (ERC)</i></p> <p><i>Energy Marketing Code (March 2004) (EMC)</i></p> <p><i>Energy Consumer Transfer and Consent Code (April 2005) (TCC)</i></p> <p><i>Retailer of Last Resort: Pricing and Charging Framework Guideline (No 8, September 2001) (ROLR)</i></p> <p><i>Energy Prepayment Meter System Code (May 2005)</i></p> <p><i>Energy Price Disclosure Code</i></p>	<p><i>Electricity Industry Act 2000 (EIA)</i></p> <p><i>Gas Industry Act 2001 (GIA)</i></p> <p><i>Energy Retail Code Version 3 May 2007 (ERC)</i></p> <p><i>Guideline No 4 - Credit Assessment (April 2002) (CAG)</i></p> <p><i>Guideline No 13 – Greenhouse Gas Disclosure on Electricity Customers' Bills (October 2002) (GGDG)</i></p> <p><i>Guideline No 19 Energy Product Disclosure (Issue 2 December 2005) (GEPD)</i></p> <p><i>Operating Procedure for Wrongful Disconnection</i></p>	<p><i>Electricity Supply Act 1995 (Reprint 3 21 December 2004) (historical version for period 1 July 2006 to date – being 13 October 2006) (ESA)</i></p> <p><i>Electricity Supply (General) Regulation 2001 (Reprint No 1, 3 May 2005, historical version 3 February 2006 to date – being 13 October 2006) (ESR)</i></p> <p><i>Market Operations (NSW Transfer Rules for Retail Electricity Supply) Rules No.4 of 2001 (MOR)</i></p> <p><i>Marketing Code of Conduct (June 2002) (MCC)</i></p> <p><i>NSW Electricity Regulated Retail tariff 2004/5 to 2006/7 Final Determination June 2004 [1 July 2007</i></p>	<p><i>Utilities Act 2000 (Republication No 19 Effective 29 March 2006) [Amending Acts to 13 October 2006 have been considered]</i></p> <p><i>Consumer Protection Code July 2005) (CPC)</i></p> <p><i>Electricity Retail Customer Transfer Code (August 2004) (ERCTC)</i></p> <p><i>Electricity Metering Code (August 2003) (EMC)</i></p> <p><i>Prepayment Meter System Code (July 2007) (PMSC)</i></p> <p>Number references are to CPC unless otherwise stated.</p>	<p><i>Electricity Supply Industry Act 1995 (consolidated as at 13 October 2006, current view 1 February 1997) (ESIA)</i></p> <p><i>Electricity Ombudsman Act 1998 (EOA)</i></p> <p><i>Tasmanian Electricity Code (Revised Code May 2005) (Chapter 9 Parts A and B) (Chapter 9A: Prepayment meters) (TEC)</i></p> <p><i>Electricity Supply Industry (Tariff Customers) Regulations 1998 (consolidated as at 13 October 2006, current view 5 December 2001 to 29 July 2008) (ESIR)</i></p> <p><i>Aurora Customer Charter</i></p>	-

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
		(January 2005) Number references are to ERC unless otherwise stated.	(June 2006) (OPWD) <i>Code of Conduct for Marketing Retail Energy in Victoria</i> (October 2004) (CCM) Number references are to ERC unless otherwise stated.	to 30 June 2010 tariffs not yet determined] Number references are to ESR unless otherwise stated.		Number references are to the TEC unless otherwise stated.	
Customer usage thresholds ACT cont> CPC divided –clauses 15 to 21 form Part 3 and only apply to FC, 22 to 27 only apply to Small Non-Franchise Customers (SNMFC), 29 and 30 apply to FC and SNFC. Part 2 (clauses 4 to 14 apply to FC and NFC but may be contracted out of for large NFC. This greater flexibility in contract arrangements for large customers was inserted on 28 April 2005 by amendments.	Small customers - use less than 100MWh/year (and they are eligible for contestability from 1 July 2007). Retail provisions of EIC apply to contestable and non-contestable customers with whom a host retailer has a standard customer connection contract (4.1.1).	Small customers - use less than 160MWh/year Note – the ERC applies mostly only to small customers.	Small customer - use less than 160MWh/year (relevant customer terminology in EIA) Note – the ERC applies only to small customers by virtue of ss35 and 36(1) EIA. The terms and conditions determined by the licensee for the purposes of sub-section (1) must not be inconsistent with the terms and conditions decided by the Commission under section 36(1)”	Small customers - use less than 160MWh/year (referred to as small retail customer – SRC)	New definitions inserted into CPC. Franchise Customer (FC) is meaning given in UA, but is all customers consuming less than 100MWh/year.. Non Franchise Customer (NFC) is either above 100MWh/annum or below but on a Negotiated Contract (NC) (definition 43). Large Non Franchise Customer (LNFC) is NFC consuming more than 100Mwh/annum (definition 32).	Tariff customers - supplied pursuant to a tariff (Tariff Customer Regs). <i>Electricity Supply Industry (Contestable Customer) Regulations 2005</i> (SR 2005, No88) provided contestability timetable. Currently 20Gwh per annum customers are contestable.	-

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Safety Net/Contracts							
Obligation to supply	Area retailers must supply to small customers where that area retailer is the Financially Responsible Market Participant (FRMP) (s48D(2). Non-area retailers must supply to small customers if they apply and the non-area retailer is the FRMP (s48E(1)).	If it is declared that EA s36AA applies to a retailer (that is, they are a local retailer), it is a condition of that retailer's licence that on request from a small customer the retailer agree to sell electricity according to a SC.	Until 31/12/07 [amendment to EIA commenced 8 December 2004] – Local retailers are obliged to supply small customers in their area at approved and published (2 months prior) terms and tariffs (subject to Order for regulated tariffs for prescribed customers) (EIA s35(1).	All persons in retailer's district have right to a NC (34(1) ESA). If a small customer requests supply in a retailer's district they have a right to be supplied on a SC rather than a NC (34(2)). A distributor to which an application is made is obliged to provide connection services or ensure that such connection is provided (ESA 15(2)).	On application, must connect (distributors) or supply (retailers) franchise customers in accordance with SC (79 & 80 UA). No obligation to supply to non-franchise customers (UA 80(2)).	An electricity entity that has an exclusive right under its licence to sell electricity to non-contestable customers within a particular supply area must, on request, make an offer, and on compliance with terms and conditions, supply electricity (ESIA 25(1)).	-
Obligation to offer - Standing Offer Contract	In subdivision 2 headed 'retail contract' if no negotiated retail contract' a customer is taken to have entered into a retail contact with a FRMP and if the customer is a small customer the contact is a standard retail contract (s51 EA). s52 EA says for a	The terms and conditions of the SC offered to small customers by a retailer with a standing offer obligation under the EA must be those set out in Part B of the ERC (ERC 1.1.1). A retailer must not agree to supply a small customer other than on the SC unless entered	Local retailers supplying to domestic and small business (defined in 11/01/02 Special Gazette as less than 160MWh) customers in their area are required to do so at tariffs determined by the licensee and on terms and conditions determined by	Each retailer and distributor must prepare a SC and must have regard to comments of their customer consultative group (ESA 39(2)). Can be different SCs for different classes of customer (ESA 39(3)). Each retailer and distributor must have at least one customer consultative group to act as a forum for	A Utility must provide service to franchise customer in accordance with a SC (15.1). On acceptance of an application by a franchise customer they are deemed to have entered into SC (16.3). Independent Competition & Regulatory Commission	A retailer must include in a tariff conditions in respect of security payments, default charges for late payment, interest entitlement, discounts, circumstances of disconnection and reconnection, estimation if metering equipment fails (ESIR 6(1) and provisions that	-

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
	standard retail contract, the standard retail contract terms are under an industry code.	into a MC or default contract. An electricity entity may from time to time fix standard terms and conditions applying to small customers or customers of a prescribed class, (EA 36(1)). Must publish these in the Gazette (EA 36(2)) and newspaper (EA 36(2)(a)). Terms apply from date specified (not earlier than day of publication (EA 36(3)(b))), and subject to licence condition, may be modified or excluded by express agreement (EA 36(4)).	the licensee and approved by the Essential Services Commission (ESC), and published 2 months before they take effect (35(1)(a) and (b)). Non-local retailers must supply on terms and conditions consistent with those decided by ESC (EIA s36).	consultation, with members representing (a) consumer groups, (b) low-income households, (c) rural/remote consumers, (d) domestic consumers, (e) commercial/industrial customers (ESA 89 & 90).	(ICRC) may approve the SC (which can only be varied with ICRC consent (UA 93)) and must be consistent with licence, codes, price determination and be fair and reasonable (UA 89(2)). ICRC may approve or determine a variation of the terms of a SC (UA93). Must publish notice of changes to SC in newspaper and to affected customer in next account (21.3). Retailer must publish notice of changes.	explain services, standards of customer service, complaints procedures (EISR 6(2)). Office of the Tasmanian Energy Regulator (OTTER) approves tariffs and provides for tariff to form basis of contract with customer (ESIA 39(A)). Regulator to approve tariffs (ESIR 5).	
Deemed/Default Contract – no election	A retail entity must as soon as practicable after becoming aware that a customer is taken to have entered into SC under s49A, must provide terms, describe NC option and ability to choose	A customer that was being supplied before 12/09/02 who is a small customer and has not contracted with another retailer is taken to have requested SC (EA 36AA). Retailer must, if it	If a person was supplied by a franchised retailer within the meaning of the EIA 1993 immediately b/f 01/01/01 and has not entered into a new contract, there is a deemed contract	New occupant supply arrangement – where supplier is supplying and there is no contract, (where someone moved into new premises, or account holder has left) but still receiving supply, deemed to be under	On acceptance of a small customer's application, the customer is deemed to have entered into a standard customer contract with the retailer. (16.3(1))	Silent	On efficiency grounds, bet practice is customer on default contract on a standing offer with the host retailer/FRMP. This way avoids need for two contracts.

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
	<p>retailer (4.3.2 EIC).</p> <p>In subdivision 2 headed 'retail contract if no negotiated retail contract' a customer is taken to have entered into a retail contact with a FRMP and if the customer is a small customer the contact is a standard retail contract (s51 EA). s52 EA says the contract is – for a standard retail contract, the standard retail contract terms under an industry code.</p>	<p>becomes bound, in accordance with regulations, sell electricity to small customers under default contract arrangements for the period specified (EA 36AB). Document set out in Part B of ERC is the default (and also standing) contract for electricity default customers (ERC 1.4.1).</p>	<p>(EIA s37). If a relevant customer (i.e. less than 160MWh year) commences to take supply without having entered into a contract there is deemed to be a contract on terms under EIA s37. [A deemed contract will come to an end at the end of the period covered by the second bill issued by the retailer to the customer (ERC 24.4)].</p>	<p>an electricity supply arrangement – this a temporary situation and is not a contract (68). See clause 72 for disconnection in this situation, clause 11(1) when you are to receive notice and clause 11(2) for things you are obliged to tell a person in this situation.</p>			
Negotiated Contract Terms	<p>A retailer and customer may contract on different terms to the retail entities standard contract (s55A) but these must not be inconsistent with the EIC or any relevant industry code and are unenforceable to the extent that it</p>	<p>The terms and conditions of a MC must comply with at least Part A of the ERC which are not permitted to be varied (denoted with *), unless Essential Services Commission of SA (ESCoSA) prior to</p>	<p>The terms and conditions of a MC cannot be inconsistent with the ERC, except those provisions marked with a * . (19.2).</p>	<p>May contain such terms as the customer and retailer/distributor agree (ESA 38A(2)). Plus clause 40(2), (3) and (4) ESA say what parts of schedule 1 apply to negotiated contracts with SRC. Most of schedule 1, 2 and 3 will apply to</p>	<p>Contract between a Utility and customer on terms other than those of the SC (UA 95(1)). Unenforceable to the extent inconsistent with licence or industry code (UA 95(2)).</p>	<p>If a person purchases or agrees to purchase electricity and a tariff is in force in respect of the sale of that electricity and terms and conditions have not been negotiated, the tariff as amended</p>	-

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
	is (s55B). S55C says where unenforceable, minimum term will be deemed to be part of contract instead.	commencement approves terms which do not conform (ERC 1.3.1).		NC with SRC. Stated where doesn't apply to SRC or if additional requirements e.g. Schedule 1 clause 6, relating to NC, (a) particulars of customers premises, (b) manner in which contract can be varied and the notification, (c) names of the parties and contact details, (d) terms and conditions that apply to the customer in respect of termination of the contract. REWORK		at the relevant time and any regulations/Codes placing obligation on entity form a contract (ESIA 39A). An electricity entity may negotiate terms and conditions not in accordance with a tariff (ESIA 40).	
Regulated Prices Vic cont> Since then various Orders have been made to control tariffs for prescribed customer and on 23/12/03 the Victorian govt negotiated with the local retailers on caps on tariffs for prescribed customers allowing for decreasing CPI-X rises each year. Then a price freeze was agreed to on and from 1 January 2006 and a	The Minister may decide the prices or method for fixing prices that retailers may charge non-market customers for retail services and other goods and services and may delegate these powers to QCA (EA 90(1)). A retailer must charge non-market customers the notified prices for	The Commission may make a determination regulating price conditions relating to prices and price-fixing factors (EA 35A(1)). (This power must be read subject to section 36AA – not an at large power) SC price is the last to occur of (a) pricing order applying before	The Governor in Council may, by Order published in the govt gazette, regulate tariffs for prescribed customers (EIA 13(1)) and may direct the ESC to determine how to fix the tariffs (EIA 13(3)). On 11/01/02 Orders were gazetted and defined prescribed customers as local +	Minister may refer to Independent Pricing and Regulatory Tribunal (IPART) to determine regulated retail tariff and charge (for SRC on SC) (43EA(1) ESA). 43EB has more information about how IPART is to determine the regulated retail tariff. s36 ESA says conditions of standard retailers licence says they must abide by the	ICRC received Ministerial reference and issued price direction from 01/07/03 to 30/06/06 for Transitional Franchise Tariff to apply to SRC (franchise customers) on SC with ActewAGL – this was extended to 30 June 2007.	An entity must fix a tariff price for customers of a particular class that must be uniform throughout the supply area (ESIA 38). Must not sell electricity under a tariff unless a draft tariff has been approved by the Regulator (ESIR 5(1)). See also price control regulations.	-

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
renegotiated price path applying from 1 July 2006 to the end of 2007 reduced the previously envisaged price increases to apply from 1 January 2007 of between 2.4% and 2.5% to 0.0% and 1.6%. An allocation of \$8 per safety net consumer over 2 years from each of the three incumbent retailers to go towards pilot programs and enhancements to hardship initiatives has also been agreed.	<p>providing the services (EA 91A(2)).</p> <p>New chapter 4, part 2 division 3 provides mechanism for determining notified prices for a tariff year.</p>	<p>01/01/03 (b) price fixed by retailer with 3 month notice, published and justified and not otherwise fixed by the Commission within 3 months or (c) price fixed by Commission (EA 36AA(6)).</p> <p>DC price is same as above (EA 36AB(3)).</p>	>160MWh p/a or on deemed contract and set various tariffs until 10/03/02.	tariffs and charges in IPART's determination.			
Obligation to inform of standard contract	On becoming aware that the customer is a move-in customer must advise of the terms and conditions of the standard retail contract, the existence and general description of the retail 'entity's negotiated retail contract and ability of small customer to choose retail entity (4.2.2).	Within 5 business days of becoming aware of a default contract the retailer must advise the customer of the ability to choose retailers plus the terms and general description of any market contract that the retailer would offer and if obligated to make a standing offer, the standard contract that would apply	Silent	Where (a) SRC subject to new occupant supply arrangement (i.e supply continues to premises that customer moves into (b) SRC wants to discontinue (c) NC ends (d) no longer SRC, must inform whether entitled to SC and which retailer is standard retailer (11(b)). Also implied in ESA 34(4). Retailer must not initiate transfer of SRC w/o written consent (signing of NC taken to be	An electricity retailer must supply a franchise customer in accordance with SC unless other terms agreed (16.3). *A Utility must make SC available free of charge on request and also have on website (21.1). May charge reasonable cost for additional copies (21.2).	A retailer that has an exclusive right to sell electricity to non-contestable customers within a particular supply area must fix a tariff (i.e. establish a standard tariff agreement) (ESIA 38(1) which must be uniform for customers of particular class in supply area (ESIA 38(3) and at the request of the customer, provide a copy of the current tariff prices and	SA (and now Qld almost identical) or NSW. Move-in customer in Qld doesn't actually mean move-in it means someone starts consuming energy at premises without having applied for a contract.

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
		(ERC 1.4.3).		written consent). Retailer must contain consent document for 2 years (MO4/01, 4)		conditions (ESIA 39(2))	
Offer/Application							
<p>Tariff information & Product disclosure</p> <p>Vic cont> The customer must not have to provide technical information such as meter type or ask for personal information such as drivers licence in order to access the published details (GEPD clause 2.1). Where there is no tariff applicable this must be electronically communicated (GEPD clause 2.2). The product information statement must include all fees, term, changes, characteristics and prescribed disclaimer and about this document statement and also details of rebates, non-price incentives, bill smoothing, dual fuel (GEPD clause 2.4). Statements must be updated within 5 business days of any</p>	The pricing entity must publish the notified prices in a public gazette (EA s90(5)).	<p>Set out in price list. Must on request provide info setting out the components of charges on the bill (ERC 6.3.1).</p> <p>Energy Price Disclosure Code (EPDC) commenced 1 January 2005.</p> <p>For each MC that offers to residential must publish price factsheet on website, in combination or included within written disclosure statement and also provide on request (1.1 EPDC). Factsheet must estimate annual cost in bands of annual usage (1.2 EPDC). Must provide accurate info to Commission of each MC</p>	<p>Must on request provide reasonable info (w/i 10 business days) of tariffs retailer may offer to the customer (in writing if requested) (26.4(a)).</p> <p>Retailer's licence is deemed to include a condition requiring it to publish on an internet site details of tariffs and T&Cs on which it sells to small customers (s36A EIA). The ESC must publish a guideline (s36A(2) EIA)</p> <p>The guideline (GEPD) requires retailer to provide a link on its homepage to product disclosure statements and</p>	<p>Contract must contain the tariffs and charges (Schedule 1(2)(c)). Must send notice for change of tariff or charges in standard form contracts, which must contain specific information (21). Notification also required for change to tariff/charge for NC (22). For NC retailer must actually serve notification on affected customer where as for SC retailer only needs to publish, i.e. in Sydney Morning Herald.</p>	<p>Must on request provide info on services provided (7.1(1)). Utility must on request make copy of charges available to customer free of charge and list these on website (12.1).</p>	<p>Tariffs to be published and copies of tariff to be provided to customer (ESIA 39).</p>	Vic or SA

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
<p>change (clause 2.6). Retailers must also provide an offer summary in writing when requested and when providing terms for new retail contract (clause 3.1).</p> <p>Only a specified retailer is required to comply with the guideline. Gazette 38 issued 22 September 2005 defined the specified retailer as licensed retailer (covering both incumbents and second tier).</p>		including entry rebates, exit fees, price structures and more (3 EPDC).	an online process so that customers can identify most relevant (clause 2.1).				
Application – Form	A retailer may require that small retail customer apply to retailer (in person, by telephone or in writing) and provide acceptable identification, credit history, pay fees, contact details (inc for owner or agent) , ensure safe/convenient access to the meter, where appropriate prove load information, subject to	A retailer may require that small retail customer apply to retailer (in person, by telephone or in writing) and provide acceptable identification, credit history, ensure safe/convenient access to the meter, contact details (inc for owner or agent) (4.1.1). Cannot refuse application on basis of credit history (4.1.2(a)).	Acceptable identification, contact details (inc for owner or agent) (1).	An election to be supplied by a retailer must be made by serving an application in the form issued by the retailer and must contain name, address, NMI, date for supply to commence, statement that supply is to commence b/w 10 and 21 days after serving application (12).	Utility may require application to be in approved form (16.3(2)). Utility not required to provide service if customer does not provide satisfactory evidence of identity (16.2(2)) does not meet any charges payable to the utility, including payment of a security deposit, if requested, and does not meet any other condition approved by the ICRC (16.2 (1), (4), (6)). These clauses 16 are now	Silent	VIC (least prescriptive requirement from customer perspective).

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
	conditions provide security deposit , in case of negotiated contract pay any outstanding debt and in case of standard enter into payment arrangement (4.7.1). Cannot refuse application for standard contract on basis of credit history (4.7.3(a)). Only to determine requirement for security deposit (4.7.3(b)).	Only to determine requirement for security deposit (4.1.2(b)).				contained in new Part 3 'Protection of Franchise Customers' and applies only to those customers.	
Payments on application	A retail entity may require customer to provide a security deposit at time of making application (4.16.1(a) EIC)	Any relevant fees and charges applicable, security deposit, outstanding debt (other than in dispute or where exist payment arrangement) (4.1.1).	Connection charge as and when required by energy contract (1).	Silent	Security deposit, if required under clause 30 (i.e only if conditions in clause 30 met) (16.2(6) [minor error in drafting of this clause so actually reads that Utility is not required to provide Utility Service if a Customer pays a security deposit. Must be intended to read – does not pay]).	Silent	VIC
Distributor notification/ relationship	New arrangements propose to be	Retailer must asap forward details to update	Retailer must make request to relevant	If SRC makes application to standard retailer,	Relationship is triangular, ie customer has a	Tas has integrated distributed and	-

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
	<p>triangular. Standard Customer Connection Contract is Annexure A to the EIC. Specifies if premises connected to Energex contract is with Energex and if connect to Ergon supply network contract is with Ergon (clause 1 parties).</p>	<p>or arrange connection (4.2). Note - Customer has contract for sale with retailer and separate contract for supply with distributor. Retailers and distributors are required to enter into coordination agreement (i.e. triangular). This arrangement is unique and has tariff implications – retail tariff comprises retail amount plus distribution amount (which is passed directly through to individual customers – cannot be smeared in any way.</p>	<p>distributor to connect asap and no later than next day after application or contract commences (whichever later) (2). A retailer must have a use of system agreement with each distributor where it sells electricity into that distributor's distribution area (EIA 21(c)).</p>	<p>that retailer obligated to arrange connection (ESA 34(50). Contract must enable the retailer to arrange connection but must not prevent customer from making arrangements directly (Schedule 2(4)). Is somewhat of a triangular relationship, you have a contract with both parties, but you only need negotiate with one party, although you could choose to negotiate with both, i.e. allows you to have a relationship with distributor, but retailer would put you through to distributor.</p>	<p>separate contract (and relationship) with the electricity retailer and the distributor.</p>	<p>retailer so for small residential customers there is a linear relationship. Nothing in the legislation saying that small customer need only deal with retailer. Just on the point of becoming ring fenced operationally. Large customers may have separate agreements.</p>	
<p>Commencement</p> <p>SA cont> Must not transfer without explicit informed consent (TCC I 2.1) in writing, verbally or by signed electronic communication (TCC I 2.3).</p> <p>Transfer to be</p>	<p>Standard retail contract commences on provision of customer retail services to a customer (4.3.1 EIC).</p>	<p>A retailer and small customer may agree to the date on which the retailer will commence selling electricity to a small customer under a SC or MC (1.5) however the obligation does</p>	<p>When agreed to commence but where contains varied terms (*), MC or customer switched cannot commence before explicit informed consent (22.1). Obligation to sell electricity and</p>	<p>SC on 1st day on which notice of its terms published in newspaper (and may be varied from time to time) (ESA 41). Supply contract is covered in schedule 2(3) which says supply would commence on day specified by</p>	<p>Except where a NC has been negotiated and concluded in a door-to-door trading situation, a Utility may commence the supply of gas or electricity to the premises of a customer during</p>	<p>Silent</p>	<p>VIC</p>

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
<p>initiated by new retailer only after cooling-off (TCC 4).</p> <p>TCC 6 for procedure for consumer notification of objection to transfer.</p>		<p>not arise for a retailer and small customer on a MC unless the retailer becomes responsible to pay NEMMCO and any cooling-off period has expired (1.3.5). Within 5 business days of notice of its status, new retailer must advise of selling commence date (TCC 7.1).</p>	<p>pay for electricity not binding until retailer responsible for supply address, cooling-off expired (22.2).</p>	<p>supplier but not less than 10 days after commence of contract. Schedule 3(2) says contact must provide that the provision of connection services is to commence on a date specified by the service provider. Schedule 3(1) where new customer request connection.</p>	<p>the cooling-off period (24(2)).</p>		
Cooling Off	<p>A retail entity must ensure that each negotiated contract it enters with a small customer confers a 10 day cooling off and must give the small customer notice in the approved form under the FTA explaining the right and a notice which may be used to rescind (whether or not FTA would apply). Notice by customer need not be in the form provided by retailer (4.2.4).</p>	<p>Must ensure that each MC entered into with small customer confers right to rescind within 10 business days from date of receipt of disclosure statement (1.3.3). Customer can rescind contract in any form that clearly indicates an intention to rescind (1.3.3(c)). If rescission provided in writing, can be posted, faxed or</p>	<p>Where MC or SC and unless longer cancellation period allowed by FTA, 5 business days where energisation contract otherwise 10 business days (23.1, 23.2, 23.3). If cancelled within cooling-off retailer must immediately repay any money (appendix 2 – 6).</p>	<p>For NC must be 10 business days from when entered into, by notice in writing and retailer not entitled to costs (Schedule 2 (7)).</p>	<p>A NC must make provision for a cooling off period of 10 business days from contract commencement (24(1)(a)) and that utility not entitled to charges other than for electricity supplied during period (24(1)(b)).</p>	<p>Silent</p>	<p>Qld because of the required form of notice of the cooling-off and mechanism to provide notice (example form that maybe used must be provided although this need not be used).</p>

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
		emailed to retailer (1.3.3(d))					
Contract							
<p>Copy of Contract</p> <p>NSW cont> Retailers must have available for inspection free of charge its SC and distributors SC and docs incorporated and distributors must have their SC available (43(1)). If guaranteed service standards are varied by the Minister w/i 3 months after contracts amended must provide notice of amended contracts to customers affected (44(3)).</p>	<p>Must advise move-in customer of terms and conditions of standard retail contract (4.2.2). Marketers must provide disclosure statement (7.6).</p>	<p>An electricity entity that has a fixed standard terms and conditions contract must supply a copy without charge on request and must publish on website (EA 36(5)). Only applies for standing and default contracts. Otherwise, Energy Marketing Code requires provision of information.</p>	<p>Must provide (can be by posting) within 2 business days (from the date of explicit informed consent where switched retailer or entered MC, otherwise from contract date). Must show total consideration or manner for calculation, all charges inc to cancel, rights to cancel (23.4). See 26.3 must provide Codes, acts and regs referred on request and can charge.</p>	<p>Must provide customer with contract and any documents incorporated or referred to inc ESA and ESR, if requested (42(1)). If NC with SRC must automatically provide (42(2)). Where retailer arranges connection services must provide with copy of connection contract and any docs incorporated or referred to (42(3)). 1st copies free but can charge reasonable fee for subsequent (and for docs referred to but not incorporated) (42(4)). Cont next column></p>	<p>**Must make copy of NC available free of charge (may charge reasonable cost of providing additional copies) (28).</p>	<p>Silent</p>	<p>NSW and VIC regarding the time period (i.e. within 2 business days) to provide.</p>
<p>Customer termination</p> <p>Qld cont> A retail entity must ensure that each negotiated contract it enters with a small customer confers a right to effect an in-situ termination with</p>	<p>A standard retail contact ends on the earliest of the notice period set in clause 4.4.5 (depends on distributor and feeder type varies from 5 to 10 business days – this increased from 3 business</p>	<p>3 business days where SC with small customer (1.6.1 (a)), 20 business days for MC with small customer (1.6.1(b)) and without notice where default contract (1.6.1(c)).</p>	<p>*28 business days notice (unless otherwise agreed) unless deemed contract in which case no notice (24.1).</p>	<p>Where SC or NC with SRC 72 hrs notice (Schedule 2(5)(1)), 48 hours to distributors (Schedule 3(3)(1)). If notice not provided charged costs in the 72 (or 48) hours from retailer/distributor becoming aware of</p>	<p>For NC customer must give notice of termination within 6 months where marketer was in serious breach of obligations under clause 29 unless otherwise agreed (25).</p>	<p>Silent</p>	<p>SA</p>

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
20 business days notice and where vacation notice must be given with notice as set out in clause 4.4.5 (being difference depending on distributor and feeder, ranging from 5 to 10 business days) (4.4.2).	days that was in version 2), even if small customer has already vacated (4.4.1(a)).			desire to discontinue (Schedule 2(5)(2) and Schedule 3(3)(2)).			
Early termination payment Vic cont> Amendments to EIA in December 2004 allow Governor in Council may make Order prohibiting or regulating exit fees (EIA s40D). No Order has been made. The ESC's Early Termination Fees Compliance Review, Final Decision, Dec 2006 found that the amount should be no more than \$20 but also allows recovery of unamortised costs for any upfront inducements.	If a small customer has entered into a fixed term contract and has terminated prior to expiry retail entity may charge fee provided contract includes details of amount and imposition is not prohibited under electricity legislation or in law or equity (4.2.2(d)).	Where fixed term MC with small customer only allowed where includes details of amount and manner for calculation and is not otherwise prohibited (1.6.1(d)).	Allowed where fixed term or evergreen and contract includes details and manner for calculating early termination fee (24.1(d) first bullet) and the imposition of an early termination fee in the circumstances is not prohibited by any relevant guideline (24.1(d) second bullet).	Additional charge for discontinuance not prevented (Schedule 2(5)(4)).	Silent but must fit within the overall price path determined by the ICRC.	Silent	Vic
Where supply address vacated	Where small customer gives termination notice and notifies retail entity of date retail entity must use best endeavours to	Must give small customer right to effect termination with 3 business days notice (1.6.2(a). Where 3 business days notice given	Payment obligations continue for 3 business days after notice of vacation or vacation (whichever is last), immediate	Silent	Customer must give 3 business days notice and provide address for final account. Utility may require customer to pay all charges for services provided	Silent	SA

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
	read meter at time agreed and send bill for forwarding address (4.4.1(b) and 4.4.2(b)). But then read this in conjunction with termination provisions in 4.4.5.	retailer must use best endeavours to read meter on date agreed and forward bill on date agreed (1.6.2(b)). Can charge for electricity used until meter read where no notice and no access until meter read (provided within 3 business days) or different retailer becomes responsible or different customer at supply address (1.6.2(c)).	on notice if evidence that customer was forced to vacate, earlier if another contract for supply address, switched or disconnected (7.6).		until the first of (a) date requested for disconnection (b) meter read prior to disconnection (c) disconnection, suspension or transfer of service. Customer continues to have access to complaints procedure (13.11).		
Circumstances where retailer can terminate	Retailer must not terminate until earlier of disconnections with no right to reconnection, entered into new retail contract in respect of premises or different retail entity became FRMP (4.4.3).	Cannot terminate for small customer breach unless and until earlier of (a) disconnected in accordance with contract and no right of reconnection, (b) new contract, (c) new retailer (1.7). Contract automatically terminates on occurrence of RoLR event (14)	Disconnected and no right of reconnection, new contract, new retailer (24.2).	Silent	Silent	Silent	VIC or SA and QLD
Notice for fixed term contract end	No earlier than 40 business days and at least 20 business days	Retailer must notify small customer of expiry date, new	Retailer must notify of expiry date, new automatic tariff	Where on a NC that is about to end retailer must issue the clause 11 notice	Not less than 4 weeks before end of contract period must notify that	Silent	SA (and Qld) with VIC regarding what occurs where no

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
	prior must advise of date for end, terms that will come into effect if no election, existence of other contractual obligations, ability to choose (4.4.4.).	automatic tariff and terms if no election, other options, choice of retailer, b/w 40 and 20 business days prior (1.8).	and terms (which retailer may determine at its discretion), other options (including standing offer from local retailer and market contract), b/w 2 and 1 month before (or if contract for 1 month at beginning of contract) and from expiry until new terms agreed contract continues (24.3). Where no new contract is entered into at end of fixed term, new contract at tariff and terms as notified automatically comes into effect and agreement to variation not required (24.3(b))	(11). Notice must contain specific information (11(2)). Notice must be provided at least 21 days before end of contract (11(3)).	contract is due to come to end on specified date. Must sent out customers options including charges, terms that will apply if customer fail to negotiate new contract (26, in new Part 4 that applies only to SNFC)		new contract is entered into.
Information about charges	If requested by small customer who is party to a NC retailer must provide reasonable info of distribution charges (to extent readily	No specific provision – included in information on what bill should contain.	No specific provision – included in information on what bill should contain.	Contract must contain the following information in relation to charges, (a) description (b) amount and basis for calculation (c) tariffs inc off-peak	A utility must provide information about charges (alternative charges and variation of charges) (12.1(1)). Must make copy of charges available	Must within 10 days of being requested give free copy of tariff under which electricity is sold and supplied (ESIR 26). Must prepare and keep	NSW and ACT

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
	available), retail charges and any other charges (4.9.3).			and standby (d) availability of off-peak and standby and extent to which customer can use (e) in case of connection services methods of calculation and charges for installation work done (f) cost recovery circumstances (g) interest payments – and must say customer not liable for any charges not set out in contract (Schedule 1(2)).	on request, and free of charge (12.1(2)). Must list charges on website (12.1(3)).	up to date schedule setting out current prices under tariffs, in form approved by Regulator and provide copy within 10 business days of request (Code 9.8).	
Commence of supply of electricity	Silent	Silent	Silent	Contract must provide for supply to commence not less than 10 business days after commencement of contract (Schedule 2(3)(1)). Where connection of a new service and request before 3pm business day not later then end of next business day, if after 3pm on business day, not later then end of second business day after (can agree longer) (Schedule 3(18)).	Service must commence within a reasonable time (16.1).	On day agreed or if none then where customer's premises previously connected 1 business day if no network changes required or 10 business days if network changes required and where premises not previously connected 10 business days if no network changes required otherwise 40 business days (ESIR 31(2)).	NSW and TAS

Billing

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Meter read frequency	Use its best endeavours to ensure actual read as frequently as required to prepare bills and in any event at least every 12 months (4.10.1 EIC).	Obtain data at least every 12 months, but as frequently as required for bill (6.4.1).	Best endeavours to read at least every 12 months (5.1(b)).	Contract must require that metered consumption be measured in intervals of not less than 6 months (Schedule 2(2)(2)).	As frequently as necessary for retailer to discharge obligations under CPC (11.1 EMC).	Silent	NSW or SA/QLD
When estimate can be used	If actual meter reading not obtained (4.10.2 EIC)	Actual read or data (6.4.1) unless access denied, meter cannot be safely read, incorrect record, tampering (6.4.2), where transferring or where estimate system approved or agreed (6.4.3).	On reading unless explicit informed consent (5.1(a)) or not able to reasonably or reliably read (5.2(a)) or where switching and allowed in metering code, transferring code, national code (5.2(b)), or where illegal use (30).	If metering equipment ceased to register, or to register correctly, or if electricity not passed through meter (36(1)), and if error of greater than 2% either in excess or deficiency (36(4)) – not where NC not based on consumption (36(7)).	Where metering equipment cannot be read; where a meter is not installed; where electricity demand or supply was not registered or wrongly registered; where there is substantiated evidence of fraud (13.2 EMC) New clause 13 added to CPC stating that utility must base account on read of meter unless explicit informed consent. Where not able to read may provide with account based on estimate as provided in relevant Technical Code (13.1(3)).	Where reliable meter reading cannot be obtained (9.3(c)(2)).	SA
Basis for estimate	.Based on customer's previous billing history, previous	Based on customer read, prior usage, or average usage of	1 st tier based on customer read or historical data or average	SRC historical meter data (over previous 6 months) or average daily	Estimate must be reasonable (13.2 EMC)	Silent basically except must be reasonable (9.3(c)(2)) Where	VIC

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
	billing history at the premises, or typical electricity usage of customers as the same type as the customer (4.17.3)	comparable customer (6.4.2).	consumption at relevant tariff (5.2(a)(1)). 2 nd tier basis used to determine retailer's responsibility in wholesale market (5.2(a)(2)).	consumption for same class calculated for period covered by bill (36(5)).		reliable reading cant be obtained can use a reasonable estimate.	
Obligation to adjust bill where actual data becomes available	Where meter subsequently read retailer must adjust next bill (4.10.3)	Where meter subsequently read retailer must adjust next bill (6.4.4).	Where subsequent read must adjust the bill in accordance with meter reading (5.4(a)) except for 2 nd tier and where switching – in which case where other regulatory instruments allow replacement estimate that should be used (5.4(b)) or where bill smoothing applied (5.4(c)).	Implied – Interest not paid where overcharge discovered when reconciling charge made on basis of estimate (36(6)). Undercharging and overcharging are used in practice in relation to estimated accounts.	Estimate must be reasonable (13.2 EMC)	If reliable meter reading becomes available account must be adjusted to reflect actual consumption (9.3(c)(2)).	SA/QLD
Charging for adjustment	Can pass through cost of second bill where initial estimate was because access was denied (4.10.6)	Can pass through cost of second bill where initial estimate was because access was denied (6.4.6).	Where read unsuccessful due to act or omission of customer and customer requests replacement bill retailer may impose additional retail charge (i.e. not based on tariff or	Silent	Silent	Silent	SA/QLD

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
			pass through) in respect of costs incurred in complying with customers request (5.5).				
Notification of estimate	Bill must prominently state that it is based on an estimate (4.10.2)	Bill must prominently state that it is based on an estimate (6.4.5).	Retailers are required to notify customers if a bill is an estimated bill (4.2(e)).	Contract must provide for estimation of electricity otherwise than through electricity meter (EA 40(1)(f)). Bill must state whether the usage is measured or estimated (31(1)(b)).	Silent	Silent	SA/QLD
Charge for illegal use of electricity	The restrictions on recovery of undercharged amounts provisions in clause 4.11.2 don't apply and payment difficulty provisions don't apply (4.8).	Retailer may charge for, on estimate basis, + cost of investigating, can disconnect (5).	Retailer may charge for by taking debt recovery action, on estimate basis (30).	ESA 64, 65, 66 contains penalty clauses and penalty units. Retailers would apply to a local court for application of offence provisions, based on breach of ESA. There is no provision for charging for illegal use however IPART has determined (Retail Determination) a charge for rectification of illegal connection, in relation to damage to meter and the like.	Normal undercharging provisions apply - May recover an amount undercharged if electricity used illegally. Must list and explain the amount being recovered on the customer account. Interest may not be charged. Must give the customer a period of time to pay the undercharge that is at least equal to the period during which the undercharging occurred if requested by the customer (13.8).	Where disconnection because of illegal use, notwithstanding the disconnection a retailer may estimate usage not paid for and recover amount with interest on basis approved by OTTER (ESIR 16).	VIC or TAS

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Where no meter	Must base on provisions in Notified Prices or where none then in accordance with Metrology Procedure (4.10.7).	Bill must be calculated in accordance with metrology procedure (published under the NER) (6.4.7).	Bill must be based on energy data calculated in accordance with applicable regulatory instruments (NER, Metering Code, Transfer Code (5.6)).	Silent although NSW service and installation rules would prohibit supply without a meter. There is nothing in the ESA about provision where there is no meter.	Retailer may estimate (see above).	Silent	VIC
Access to meter	Where customer fails to allow access for 3 consecutive scheduled meter readings may arrange for disconnection provided given opportunity to provide alternative access arrangements, on each occasion where denied given notice in writing, used best endeavours to contact (4.18.10)	Silent (covered in connection and supply contract with distributor under Electricity Distribution Code Pt B)	Customer must allow safe, convenient unhindered access. Retailer (inc reps) wear/show official identification (25)	If unable to gain access to meter must ask customer to elect to (a) pay estimated amount and reconcile in next bill or (b) pay based on determination by supplier after obtaining access (37(1)) or information provided by customer (37(2)). Does not apply NC where charge not based on consumption (36(3)).	Retailer may estimate (see above).	Retailer must tell its customers they must make available to distributor safe, convenient and unhindered access to the equipment (9.16.1).	VIC – perhaps NSW is better because it covers what happens when no access. Qld also proposed to improve requirements for attempts to contact customer where having access difficulties.
Switching errors / charges where cancellation in cooling-off	Silent	Silent	Silent	Customer is not liable to pay if it pays another supplier for the supply of that electricity or if on a NC and terminates under cooling-off (Schedule 2(3)(4)).	Customer not liable (30.1(1)).	Silent	
Minimum bill period	Use best endeavours to issue at least	*Quarterly (6.1.1) (or in a market contract as	At least every three months (2 for gas) unless	At least every three months for SC with SRC (29).	Utility must send account at least every 120	At least once in each 3 month period (ESIR	Vic or NSW/Tas

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
	quarterly (4.9.1(a)).	otherwise agreed).	otherwise agreed, and where dual fuel contract, at least as often as agreed (3.2) unless franchise customer on monthly deemed contract (10.2) or unless varied by explicit informed consent (10.1).		business days from the issue of the last account unless agreed alternative arrangement (13.1).	13(1)).	
Address for bill	Must issue to customer at premises unless customer nominates another address (4.9.2).	Supply address unless another nominated (6.2).	Silent	Silent	To customer's premises, unless alternative address specified (8.1).	Silent	SA/Qld
Charges bill must show	For negotiated contract must provide small customer with reasonable information on distribution charges (to the extent readily available) retail charges and other charges (4.9.3).	Electricity charge, distributor charges, other charges, other goods/service separated (6.4).	On request, reasonable info on network, retail and other charges relating to supply of energy (4.3).	Connection and supply costs including particulars of network costs and charges for goods and services not related to electricity (24).	The charges payable (fixed and variable), specifying which utility service they are for and where for other goods and services (13.3(i)).	Consumption or estimate, relevant tariff, amount due for electricity and any arrears or credit (Code 9.3(b)). Reg 13(3) account can't contain charges unrelated to supply of electricity.	NSW
Delivery of bill	See Address for bill above.	Silent	Silent	Silent	By hand, pre-paid mail, facsimile, or electronically – ie as per notice (cl 8.1 – CPC).	By post, personal delivery or electronic or other means agreed to by customer (ESIR 13(1)).	TAS
Charges for other goods and services	Must bill separately or include as	Must bill separately or include as	Must bill other goods/services separately or as	Bill must separate (24(2)(e)).	Bill must separate (13.3(i)).	Other than tariff connection or reconnection fee	NSW/ACT

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
	separate item on bill with description (4.9.5(a)) subject to Community Ambulance Cover Act apply payment received as directed or if no direction apply for provision of customer retail services before other goods and services (4.9.5).	separate item on bill with description (6.3.3).	separate item (4.6(a)).			(ESIR 13(4), retailer must not give account containing charges unrelated to sale and supply of electricity (ESIR 13(3)).	
Green Power	Silent	Silent	Silent	Silent	Retailer must include in the customer account information about the amount of greenhouse gas emissions associated with the electricity supplied, and, to the extent that the information is available, the contribution of green power generation to the customer's electricity consumption (cls13.5(1)(q) and (r) – CPC).	Silent	ACT
How payments to be allocated	See above	As directed or if no direction first to electricity (6.3.2 (b) and (c)).	As directed or if no direction in proportion to relative value of charges for each	For SRC must apply first to electricity related charges unless directed otherwise	First apply towards utility service, against the oldest debt, and equally distributed for dual	Silent	ACT

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
			of electricity and gas (4.5) and where other goods and services as directed or if no direction then to charges for energy first (4.6).	(32).	energy unless otherwise directed (13.12).		
Bill information VIC cont> Bills must include information of greenhouse gas emissions (GGED)	(a) Last read date or estimate, (b) estimated next read date, (c) reading or estimate, (d) consumption in units, (e) tariff, (f) pay-by-date, (g) # for enquires (h) inc 24 fault, (i) address, (j) names, (k) arrears/credit, (l) security deposit, (m) other charge and goods details (n) interpreter, (o) concessions, (p) dispute scheme if reminder notice, (q) NMI (r) number of days notice to terminate (s) payment methods (t) notified prices (u) right to nominate apportionment if for both gas and electricity (4.9.6).	(a) Last read date or estimate, (b) estimated next read date, (c) reading or estimate, (d) consumption in units, (e) tariff, (f) NMI, (g) \$ due to distributor, (h) pay date, (i)* pay methods, (j) # for enquires (k) inc 24 fault, (l) address, (m) arrears/credit, (o) where business and MC interest on late payment, (p) security deposit, (q) other charge and goods details (r) info on access (s) concessions reference, (t) dispute scheme if reminder notice, (u) if fuel notice re right to apportion (6.3.4).	Must easily confirm contract (4.1), contain at least name and account number (a), supply address, NMI, checksum or meter number (b), period (c), tariffs (d), if estimated (e), or substituted (f), total kwh for each period and if meter records consumption data only on accumulation basis dates and amounts at readings (g) or if from interval meter then data collected from corresponding meter accumulations registers (h), network charges passed through (i), \$ payable (j), payment date	For SC and SRC on NC: name, bill number, address and billing address, NMI checksum, start and end date for billing period, total charges, charges for other goods and services, pay date, amount of arrears and due date, any credit, amount deducted for rebate or relief or payment plan, payment methods, relief scheme info, 24 hour payment enquiry or faults line, interpreter info, network charges, any security held (24).	Name and bill number, address for supply and mailing, period begin and end date, any other goods/services to which account relates, dates of current and previous meter reads (or estimates), current comparative consumption date, NMI and checksum, charges (fixed and variable), amount deducted for rebate/instalment plan, arrears/credit, payments received during period, total due, summary of payment methods, address to make payments, greenhouse emissions associated, contribution of	(a) Must set out (1) consumption or estimate including meter readings and dates and number of days in period (2) relevant tariff (3) amount due (4) amount of arrears or credit (b)(1) fixed charges listed separately (2) fees for meter readings requested by customer and connection, disconnection and reconnection fees (3) discount (4) concessions (5) charge for default or delay in payment (6) security deposit required (7) security deposit held (8) amount subject to dispute (9) how payments made (10)	ACT

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
			(k), arrears/credit (l), refundable advance (l), payment methods (unless agree otherwise) (m), concessions (n), inquiry # inc 24 faults (o), interpreter services (p), if reminder, contact details for complaint handling (q) (all in 4.2) bundled charges (4.3).		accredited Green Power, 24 hours contact details, interpreter referral number, telephone number of account queries, complaints, hardship complaint, rebates (13.5).	telephone for inquiries (11) telephone for emergencies (12) telephone number for payment difficulties (Code 9.3).	
Consumption (graphs?)	Silent	Must for a small customer show current average daily usage plus comparison of average daily usage for same period in previous year (if available) (6.3.5).	*Must to the extent available include graph showing consumption for each billing period in last 12 months plus comparison of period with last year (4.4) (or as otherwise agreed). GGD guideline clause 2 shows three examples of formats that will meet the regulatory objectives but these nevertheless require formal approval by the ESC.	Where SC and SRC bill must include (a) meter read for period, (b) estimated or measured kwh, (c) tariff codes and rates, (d) quantity of electricity in each category, (e) average daily consumption for billing period, (f) average daily consumption for previous period (if same supplier) (31(1)). Where NC and SRC only (b) to (f) need to be shown (32(2)).	Retailer must provide current and comparative consumption data in the customer account (13.5(1) (f)).	Silent	NSW

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Period to keep billing data	2 years (4.9.8(a)).	7 years (6.3.6).	2 years (27.1).	Silent	Implied that it be kept for 12 months (13.6).	Storage of metering data - must be kept for 13 months in accessible format and for 6 years in archive (9.20.2).	SA
Providing billing data to customer	Within 10 days for previous 2 years and for free and within 20 business days if before this period and may charge (4.9.8(b) and (c)).	Must on request by a SRC where available, w/i 10 business days (or 20 business days if more than 2 years back). Can charge fee only if more than 2 years back (6.3.6(b)(c)).	Must on request where available w/i 10 business days, for any period. Charge where second request in a year or data extends back more than 2 years, and if no longer retailer make available only for two years prior, and can impose charge. If request relates to dispute cannot charge (27.2).	For SRC on SC or NC must if requested supply information about current status of customers bill or account and information on meter readings and registrations (28(2)). Must supply free of charge except reasonable cost of releasing information relating to meter registration (28(3)). If SRC must supply historical bills free of charge unless more than 2 years back or historical bills provided in previous 12 months (33).	Retailer must provide the customer with billing information on request. If the information relates to the last 12 months, the information must be provided free of charge, if it is more than 12 months old, the retailer may charge the customer the reasonable cost of providing the information. (13.6 – CPC)	Must provide within 10 days of being requested particulars of any personal information free of charge, unless e involves provision of accounts where reasonable cost of providing may be recovered (ESIR 27).	VIC and NSW
Proportionate billing	Silent	Silent	To be used where bill covers period other than usual billing cycle or period during which tariff changes retailer must charge in proportion to the	Silent	Silent	Silent	VIC

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
			relevant periods and clearly show relevant details on the bill (5.7).				
Bill smoothing	Silent	Silent	For 12 month period where amount payable under each bill is initially the same, set on basis of estimate of 12 months consumption (or historical or average) and in 6 th month re-estimates and re-sets if greater than 10% difference between old and new estimate, and must be explicit informed consent (5.3).	Silent	Silent	Silent	VIC
Calculation where tariff change	Where during billing cycle tariff changes must calculate bill on pro rata basis using old before change and new after change (4.12.2)	If tariff type changes during billing cycle read meter at time of change [and bill?] (6.7) If tariff rate changes during billing cycle calculate bill using pro rata.	Silent	If bill for period where increase in tariff rate, formula to calculate based on calculation of whole bill at new rate and then formula for adjustment for each variation (35).	Silent. In practice ActewAGL issues a bill on a pro rata basis, based on Average daily usage.	Silent	Qld/SA probably a simpler version of NSW.
Notice of tariff change NSW cont> A SC must include Connection contracts	Silent on retailer requirements to provide notice. Small customer is required to notify retailer of	New tariff must apply w/i 10 business days of satisfying conditions (6.8).	Must give notice asap and no later than next bill (26.4(b)).	Variation to charges for connection services or supply under SC of no effect unless notice setting out	An increase in a charge operates from the date of the notice or later date specified in the notice unless	Must, before a tariff takes effect, publish in newspaper in area take other reasonable steps	ACT

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
can be amended unilaterally (ESA 22). Supply contracts can also be amended unilaterally (ESA 42). See ESA 21/22 in relation to variation of charges for SC and NC respectively, and ESA 44 for process for variation of GSL's, and ESA 45 for notice.	change in use at premises and then retailer may require tariff change (4.12.5).			particulars published in NSW newspaper. NC with SRC notice must be served on customer (21 & 22). Variation cannot operate retrospectively (23). a statement that the licence holder can amend the contract w/o the prior consent of the customer (Schedule 1(1)(m)).	prior approval from ICRC (12.2 CPC) Retailer must provide information about a variation in charges to customers. (12.1(1) – CPC).	to bring changes to attention of customers affected (ESIA 39(1)).	
Agreement for tariff change	Where customer notifies of change in use retail entity may require transfer of tariff (4.12.5).	Customer must accept retailer's offer in writing and demonstrate satisfies conditions (6.8).	May only be varied by agreement in writing. Where in accordance with contract term previously agreed no further agreement required. Where dual fuel can vary on disconnection of gas in accordance with disconnection warning, and no further agreement is required (20). Where standing offer contract cannot exceed gazetted tariff at the time (21.1(b)).	Silent	Silent	Silent	VIC

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Payment							
Prepayment Meters	Silent	Prepayment Meter System Code (PMSC) operational May 2005. Some key provisions are: references in ERC, EMC and TCC are to be read as referring to prepayment meter market contracts (1.4 PMSC) with exceptions listed in 2.6.1 PMSC). A retailer must not sell energy to a small customer using a prepayment meter system under a standing contract (2.1 PMSC) or on life support (2.5(h) PMSC). Retailer must at no charge provide instructions on how to obtain refund of remaining credit when prepayment meter contract (PMC) terminated. The PMC must have mandatory three-month trial period	The Governor in Council may by Order prohibit or regulate the implementation of a pre-payment meter scheme (40E). A retailer must obtain permission from the Commission before using a pre-payment meter system (Clause 10.1 of retailer licence). New Part 6A inserted into EIA in August 2006 providing for Governor in Council to make Orders dealing with advanced metering infrastructure such as minimum standards for performance (s46D(c)). [No Orders have been made as yet].	Silent ACT cont> Must not collect other than for illegal use by way of adjusting PPM charges (4.9). System requirements include display of financial balance to accuracy of within \$1.00, whether operating in normal, credit or emergency mode, consumption information (5(1)). Must not disconnect other than between 10am and 3pm Monday to Friday and endeavour to assist customer who contacts concerned that may disconnect on public holiday (5(2)). Meter must be capable of recommence as soon as credit made (5(3)), provide emergency credit of \$10 (5(4)), identify number of instances and duration of disconnection (5(5)). Credit options include cash at	New Prepayment Meter System Code (PMSC) July 2006 almost identical terms to South Australia. Only permitted for a small customer in accordance with a NC (Into para B and 2(2)). PMSC operates in conjunction with CPC with exceptions listed in 3. Explicit informed consent required (4.2 PMSC). Minimum info required in order for customer to be able to give informed consent includes fees, concessions method, details of trial period and more (4.3 PMSC). Provide clear operating instructions and prominently placed on the system, contact details (4.4 PMSC). Minimum 3 months trial with no penalty or exit fees and immediate arrange for removal if contract is	New Ch 9A of TEC (Retailing Prepayment Meters) effective 25 May 2007. Electricity can only be sold under PPM agreement (9A.1.2) and can only be entered into with explicit informed consent (9A.1.3). Written disclosure statement must be provided to customer, including fees, concession, details of trial period and more (9A.2.1). Mandatory 3 month trial period at which consumer can cancel without cost (9A.3.1) Must provide emergency credit not less than \$10 (9A.4.3.5). Disconnection can only occur b/n 8am and 2pm for new PPM, and 8am and 8pm for other PPMs (9A.4.3.2).	Vic as prepayment meters banned, but, if allowed and regulated, SA/ACT/Tas Codes offer similar protections.
SA cont> On request retailer must give consumption info for previous 2 years since commence PMC (2.4.3 PMSC). Unless less for undercharging or illegal use, must not be recovered using PMC (2.5(f) PMSC). Where default contract and prepayment meter is already installed no charge and will immediately remove if requested (3.1 PMSC). Required to have a specific consultative group (4.1 PMSC). System requirements include identifying every instance of self-disconnection and duration (4.1.1 PMSC) that it does not disconnect between hours of 10am and 3pm (4.3.1(b) PMSC) and provide emergency credit of \$10 for electricity (4.3.1.(e) PMSC). Where informed of hardship							

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
or self-disconnected more than 3 times in 3 months for longer than 240 minutes on each occasion must remove or render non-operational (4.4.2 PMSC). Minimum amount to recharge not more than \$10 (4.5.2 PMSC). Where prepayment meter and different retailer enters into MC or SC retailer that installed must immediately remove if requested (5.2 PMSC).		with no penalty, exit charges or meter removal charges (2.5.1(a) PMSC).		minimum of two locations accessible to small customer and open every day except Xmas from 9 to 6 (5(6)). At least 70% of a customers payment applied to credit, excess applied to repayment of emergency credit and other amounts (5(7)). Safeguards to remove where self-disconnect more than 3 times in 3 months for longer than 240 minutes on each occasion (6). Also provisions for undercharging (9) and overcharging (8) and different retailer commencing supply (11.2).	terminated (4.6 PMSC). Provide with NC info re refund, emergency credit, how to make payments, interpreters, info on ESCC hardship role and contact details (4.7 PMSC). Not supply if life support machine premises (4.8 PMSC). Disconnections only between 10am and 3pm on weekdays (5(2) PMSC). The PMS must give feedback data to the retailer on the number and length of disconnections (5(5) PMSC).	Supply must be recommended as soon as payment made (9A.4.3.3). New PPM must be able to identify self-disconnection to retailer (9A.5.1). Where customer self-disconnects 3 times over 3 month period, retailer must offer hardship assistance, incl offer to remove PPM (9A.5.2). At least two recharge facilities msut be accessible to customer, one of which open 8am to 6pm (exl Xmas day) (9A.6.1)	
Minimum pay period	Unless otherwise agreed pay by date must not be less than 12 business days after the date the retail entity sends the bill (4.13.1).	12 business days from date bill sent (7.1.1). Shortened collection cycle (SCC) can be required when reminder notices for three consecutive bills or two disconnection warnings have	*12 business days from dispatch date (is date on bill unless retailer specifies otherwise) unless otherwise agreed (7.1).	For SRC on SC 12 business days from date sent out to customer (30(1)).	A Utility must give not less than 12 business days from the date the account is sent (13.7(1)).	At least 14 days after account provided if billing period exceeds 1 month or at least 10 days if less than one month (ESIR 13(2)).	TAS

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
		been sent (7.9.1) provided following advice given: (a) when SCC will result (b) alternatives (c) info line (d) no reminder notice or return to previous collection period until three consecutive bills paid (7.9.2), notify of decision w/i 10 business days (7.9.3) and provide details of dispute resolution (7.9.4) Must remove when three consecutive bills paid by pay by date (7.9.5).					
Reminder notice with new payment date	Further due date must not be less than 5 business days after the reminder is send (4.13.2).	Doesn't specify when to send but notice must give 5 business days after notice issued for payment (7.1.2).	Sent not less than 14 business days from dispatch of bill providing new pay date no less than 20 business days from dispatch date of bill (13.1(b)). Note the OPWD now intends to operate as interpretive guidance for this clause.	Silent – Disconnection notices are reminder notices. Schedule 12(2) provides that second notice to be sent no earlier than 1 week after the first notice.	Silent	If not paid or arrangement not made by due date notice can be sent but within 3 business days of payment date (ESIR 13(2)(b)).	VIC
Interest on late	In addition to	Can charge	Silent – although	This is in the IPART	May charge from	May not charge if	Vic because

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
<p>payment</p> <p>Vic cont></p> <p>However new s40C of EIA now provides that a term or condition in a contract is void to the extent that it permits the licensee to charge the customer a fee or charge for late payment of an electricity bill (s40C(1) EIA). Section applies despite anything contrary in terms and conditions deemed to form part of contract (s40C(3)).</p>	<p>charges for electricity consumption a retail entity may impose other fees and charges on a small customer under a negotiated contract whether or not expressly provided for in code and for standard contact only where imposition is expressly provided for in the notified prices. In a negotiated contract the amount must be fair and reasonable having regard to related costs incurred. Deemed so if equal to or lower than equivalent fee on notified prices (4.13.5).</p>	<p>business customer at rate approved by regulator (7.1.3).</p>	<p>implied by 31 – no additional retail charge unless specifically allowed in ERC unless MC. Essentially then allows whenever MC entered into. Amount of additional retail charge must be fair and reasonable having regard to related costs incurred by the retailer (31). However this has now been overridden by legislation – see across.</p>	<p>determination for regulated retail tariffs for 2004. IPART has provided that for SC no interest can be charged for late payment.</p>	<p>due date if 14 days (inc non business) passed after due date but if franchise customer rate must be specified in SC and cannot exceed default rate (set by Supreme Court ACT) (14).</p>	<p>residential customer on payment plan otherwise may, on basis approved by Regulator, charge interest on amount from due date until date of payment (ESIR 17).</p>	<p>prohibition on late payment fees will include interest on late payments also.</p>
<p>Dishonoured payment fee</p> <p>Vic cont></p> <p>Query whether new s40C(1) now overrides this. Most likely to be construed as being different</p>	<p>Same general fees and charges clause as above (4.13.5). Specific clause was proposed in earlier draft of version three but then removed.</p>	<p>May recover fee if retailer incurred (7.10.2)</p>	<p>If retailer incurs fee for dishonoured or reversed payments may recover from customer and also an amount may be payable</p>	<p>NSW Electricity Regulated Retail Tariff 2004/5 to 2006/7 Final Determination June 2004 contains</p> <p>Dishonoured payment fee but</p>	<p>Silent</p>	<p>When payment by cheque, dd or cc and dishonoured or reversed resulting in retailer incurring fee, may include that fee in next account or if no</p>	<p>TAS (query whether prohibited in Vic)</p>

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
because a late payment fee is a fee imposed by a retailer where as this Code clause provides for the recovery of a fee incurred by the retailer imposed by a third party (bank)?			under an agreed damages term. If retailer incurs merchants service fee may only recover from customer if contract is MC (7.5). See further discussion across.	only for dishonoured cheques (not dd);		further accounts in special account (ESIR 13(5)). Must waive if customer demonstrates circumstances beyond its control (ESIR 13).	
<p>Late payment fee</p> <p>Vic cont> (d) must waive payment if customer has contacted a welfare agency or support service for payment assistance or pays bills in whole or part by URG, EWOV considers it would be appropriate (e) amount of late payment fee must be reasonable having regard to related costs incurred by retailer (7.4).</p> <p>Prohibition on late payment fees inserted into EIA in December 2004 (s40C). This does not prevent offering incentive for paying on or before due date. Subsection 3 says applies despite any other terms</p>	As above. Specific clause was proposed in earlier draft of version three and then removed. Now captured under general fees and charges clause 4.13.2.	Silent	Code says (a) Must have regard to guideline and have ESC approval, (b) must be imposed on disconnection warning including statement that payable unless customer contacts retailer and agrees new payment arrangement within 5 business days of receipt of disconnection warning and customer does not agree by then (c) not permitted where payment obligations under new instalment plan met or if complaint to retailer or EWON	NSW Electricity Regulated Retail Tariff 2004/5 to 2006/7 Final Determination June 2004 contains: Permits late payment fees (\$5) (Schedule 2), BUT (1) <i>must not be levied</i> during period of extension of time to pay, where complain to EWON, during period of instalment arrangement, and (2) <i>must be waived</i> where SRC has contacted welfare agency, where payment of part is by EAPA voucher or on case by case basis where considered appropriate by retailer or EWON (3) may only be	Silent	May not charge if residential customer on payment plan, otherwise may, on basis approved by Regulator, impose charge for late payment (ESIR 17).	Vic now prohibited.

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
deemed by Act to form part of contract. ERC remains unchanged despite changes in February 2006. S40C will override.			or in other circumstances identified in any guideline > see previous column	levied at least 5 business days after due date passed, after SRC notified in advance that fee will be charged and account not paid or arrangement not entered into within 5 business days of due date.			
Advance payments	Must accept at customer request, no interest accrues (4.13.7)	*Must accept at customer request, no interest accrues (7.11) (or as otherwise agreed)	On request must accept payment in advance (7.3)	Must accept advance payments if requested by SRC (30(5))	Silent	Payment plan may make provision for payment for future electricity needs and any arrears by pre-payment metering (9.5(2)).	VIC
Payment methods	In person, by mail and direct debit (4.13.3).	In person, by mail and direct debit (7.2). Must offer direct debit or free redirection where long absence or illness makes payment difficult (7.4).	*Person at agency, mail or direct debit (7.2(a)) (or as otherwise agreed)	Cash, cheque or cc at office or agent of supplier, post (cheque or cc slip), telephone cc, dd from cheque, savings or cc, by any other method agreed (30(2)). No charge can be imposed for any of the above payment methods (30(3)).	Must provide for payment in person at offices or agencies and by mail and is encouraged to provide payment by dd, telephone from cheque, savings or cc, eft, and dd from Centrelink if available (13.7(2) & (3)).	In person at office of retailer or agent, by mail, telephone by cc or directly debited, by dd (9.4).	NSW
Direct debit requirements	Must agree in writing with small customer - amounts (can be full bill) and frequency. Customer must	Must agree in writing with small customer - amounts (can be full bill) and frequency. Customer must	Must agree on amount, preferred date, frequency. Customer must be able to cancel at bank or	Silent	Retailers encouraged (but not required) to allow customers to pay accounts by direct debit (13.7(3)(a)).	Silent	VIC

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
	be able to unilaterally cancel (4.13.4).	be able to unilaterally cancel. Retailer must immediately cancel if last resort event occurs (7.3).	notifying retailer (if at bank customer must use best endeavours to notify retailer asap, or if through retailer, retailer must use best endeavours to notify bank asap). Also agree another payment method if cancelled and if market contact. Retailer must cancel if last resort event (7.2).				
Billing Reviews							
When to review	Must review when asked by customer (4.15.1).	Must review a small customer's bill when asked by that small customer (7.8.1), inform of outcome as soon as reasonably possible or w/i 20 business days (7.8.2).	Review at request of customer (6.1).	Where SC or SRC on NC supplier must consider complaint and make determination either that bill is correct or correct the bill or amount (25).	Must review free of charge (not including meter read) if requested (13.8(1)). Not required to review accounts more than once during account period (13.8(4)).	Charter must describe how to make an enquiry or complain to the ombudsman (9.6A(4)). Account must have telephone number for enquiries about the account (Code 9.3(b)(1)).	SA
Bill payment during review	Retailer can require payment of greater of portion not in dispute or average of previous 12 months (excluding the bill in dispute) and	Retailer can require payment of greater of portion not in dispute or average of previous 12 months (excluding the bill in dispute) and	Customer must pay undisputed amount or average of bills of last 12 months, whichever is lower (6.1).	Silent	Entitled to receive payment for that part not in dispute (13.8(2)).	Customer has no liability under account for disputed amount until completion of dispute resolution process (ESIR 21(1)) and where complaint made to Ombudsman	ACT

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
	any future bills (4.15.3)	any future bills (7.8.3).				until dismissed, completes investigation or determination made (ESIR 21(2)).	
Overcharging	Retailer must inform within 10 business days of becoming aware. If small customer has already paid credit next bill unless reasonably requests otherwise. If no longer purchasing use best endeavours to pay within 10 business days. If overcharges other than retailer or distributor error only need to credit amount overcharges in previous 12 months (4.11.3).	Inform within 10 business days, if less than \$100 credit next bill (unless customer requests \$), if more than \$100 ask for instructions for repayment (inc to third person with permission), if no instructions credit within 20 business days, no interest to be charged (6.6).	Inform within 10 business days and pay in accordance with reasonable instructions or if none credit next bill (6.3).	For SC and SRC on NC must inform within 10 business days, reimburse the amount in accordance with instructions (if more than \$25) or in next bill, pay interest on overcharged amount at prescribed rate (27(2)).	Must adjust the account by refunding amount or reducing next account (13.9).	Within 14 days of becoming aware must give notice & seek instructions to refund or credit to prepayment meter or next account (ESIR 14(2)). Must refund/credit with interest (ESIR 14(3)(a)). If no instructions within 30 days must refund with interest by cheque (ERSIR 14(3)(b)).	NSW
Undercharging	If result of retailer or distributor error limit recovery to previous 12 months, must show as separate item on bill, cannot charge interest, offer instalment	Can recover for previous 12 months, must show as separate item on bill, cannot charge interest, offer instalment payment over period of undercharge if	Can recover undercharging limited to 9 months if due to retailers own billing system otherwise amount undercharged in previous 12 months (from	For SC and SRC on NC can recover amount undercharged in 12 months prior to notification to customer (26(2) (3)). Amount must be listed separately and explained on a bill and interest may	May recover only for 12 months previous (unless caused by customer) and give equal period of time to pay. Amount to be recovered must be listed separately and interest cannot	Can recover (a) where resulted from inaccurate metering caused by fraud/tampering by customer or (b) in any other case where liability arose no more than 6 months	VIC although TAS with 6 month limit.

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
	payment over period of undercharge if less than 12 months otherwise 12 months (4.11.2).	less than 12 months otherwise 12 months (6.5).	date retailer notifies customer) list amount to be recovered as separate item in special bill or in next bill with explanation, not charge interest, offer equal recovery period as period of recoverable overcharging (6.2).	not be charged (26(4). Re-pay over period equal to period over which undercharging occurred if requested by customer (26(5)).	be charged (13.10). ActewAGL and ESCC have agreed on notification procedure where the amount of undercharged billed is greater than \$1,000.	prior to discovery of error (ESIR 15(1)). Can claim in next account separately itemised or in special account with explanation as to how arose, how amount calculated and unless caused by customer fraud allow 30 days to pay and no interest (ESIR 15(2)).	
Meter Checking	Customer can request when bill review occurring and retailer must arrange or request distribution or metering services provider to test. Customer must pay fee prescribed in electricity legislation for testing (4.15.4)	Small customer can request when bill review occurring and retailer must arrange but small customer must pay in advance reasonable charge (7.8.4), refundable if retailer error (7.8.5(b)(ii)) small customer may also be required to pay any amount of the bill still outstanding (7.8.5(b)(iii)).	If bill reviewed and found to be correct customer can request meter test in accordance with applicable regulatory instrument (6.1(a)) or if incorrect retailer must adjust bill (6.1(b)).	If supplier determines bill correct on review SRC has right to request meter test (34(1)). Supplier may seek reasonable cost in advance (34(2)). Must be refunded if meter found to be inaccurate (34(3)). NSW Electricity Distribution Pricing 2004/05 to 2008/09 contains rules about when you can levy the meter test fee, says things like if you have 3 meters you only pay 1 fee etc.	Customer may request a meter check. Customer has right to be present when meter is tested. Customer must pay for cost of test if the meter is not defective (EMC 12.2)	Distributor may at any time and must within 15 business days of request from tariff customer test metering equipment (9.17)	TAS (reconsidered that better for customer if allowed to request at any time not just when bill review process being carried out).
Payment Plans							
When to offer	When customer informs or retail	On being notified or noticing	If contacted and not agree to	'Standard' retailer must operate a	When a customer informs the retailer	When informed that customer is	Vic or ACT (the powers of the

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
<p>ACT cont></p> <p>Also, if the ESCC is satisfied that payment of a customer debt in relation to residential premises would cause substantial hardship for the customer, it may, in writing, declare that the debt is discharged in whole or to a stated extent. The declaration may provide for the discharge to be conditional on payment by the customer of a stated amount or amounts in accordance with the declaration. A declaration has effect for all purposes according to its terms. The amount of the debt discharged by a declaration may not exceed—10 000; or if another amount is prescribed by the regulations—that amount (UA 208)</p>	entity credit management processes indicate or ought to indicate (4.13.10).	<p>payment difficulty (7.6).</p> <p>*Retailer can require when in arrears or instead of security deposit (7.7.2) (or as otherwise agreed).</p>	<p>alternative payment arrangement or if retailer otherwise believes customer experiencing payment difficulties retailer must assess capacity to pay info, make assessment doc available if requested, offer instalment plan (unless in previous 12 months failed to comply) and must provide concessions information including URGS, information about energy efficiency and independent counsellor (11.2). Note the OPWD now intends to operate as interpretive guidance for this clause. Note legislative requirement to have hardship policy that is approved by the ESC (s43 EIA).</p>	<p>payment plan for SRC who in retailers opinion are experiencing financial difficulties (6(1)), and provide fair and reasonable procedures for dealing with payment difficulties of customer on 'scheme' (?) (6(2)(d)). Non-standard retailers not required to operate payment plan (Schedule 2 (7)).</p>	<p>that they are experiencing difficulties paying their account or require payment assistance (13.14 – CPC)</p>	<p>experiencing payment difficulty (ESIR 19(1)). Taken to have been accepted by customer and come into force when customer makes first payment under terms of plan (ESIR 19(5)(a)).</p>	<p>ESCC need to be activated by a customer complaint but given that any debt and payment arrangement can then be ordered this jurisdiction therefore has the best protection for consumers).</p>
Payment plan options	Must offer at least two options	*Must offer at least two options	Must be advance or arrears (12.1).	Must be advance or arrears (6(2)(a)).	Must offer advance payment plan or	Payment plan must contain an	Vic or ACT (see comments)

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
	being more time to pay arrears interest and fee free and method to pay in advance for future bills (4.14.1).	being more time to pay arrears and method to pay in advance for future bills (7.7.1) (or as otherwise agreed).			instalment payment plan (13.14(1)(a)). Debts can also be waived in whole or in part and a payment plan set by the ESCC if a complaint is made to the ESCC (see above, s208 UA).	option that allows parties to adjust the instalments payable under the plan to take account of accruing liabilities for electricity consumption. (ESIR 19.4(b)).	above).
When no right to instalment	When in previous 12 months 2 instalment plans cancelled due to non payment (4.14.3).	When in previous 12 months 2 instalment plans cancelled due to non payment (7.7.3).	When in previous 12 months 2 instalment plans cancelled due to non payment (11.2(3)).	Implied – where not SRC and not contracted with 'standard' retailer (Schedule 2(7) and 6(2)(d)).	When in previous 12 months customer had 2 or more advance or instalment plans cancelled due to non-payment (13.15). But this can be overridden by ESCC in hardship scenario (see above and s208 of UA).	If within 12 month period preceding customer information the customer twice entered into payment plans but failed to comply with terms without demonstrating any mitigating circumstances (ESIR 19(2)).	Vic or ACT (despite the recent Vic legislative requirement that the ESC approve hardship policies the broad power of the ESCC to consider individual hardship cases makes this jurisdiction's provisions the best practice?).
Information to take into account when designing instalment plan	Usage needs and capacity to pay (4.14.4(a)).	Usage needs and capacity to pay (7.7.4(a)).	Must assess in timely way info customer provides, take into account advice from financial counsellor if retailer cannot adequately assess (11.2(1)).	Payment plan must provide for instalments to be calculated having regard to customers consumption needs and capacity to pay (6(2)(c)).	Where determined by ESCC under s208 of UA only need to consider extent to which payment would cause substantial hardship for the customer (s208 UA).	Must take into account any information provided concerning customers ability to pay and consumption patterns (ESIR 19(3)).	Vic or ACT (see above)
Period of instalment plan and number of	Retailer must specify period of	Retailer must specify period of	Must specify period of plan	Silent	Silent	Plan is not, once in force, capable	VIC

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
instalments (any minimum)	plan (4.14.4(b)), not less than 4 instalments unless agreed (4.14.4(c)).	plan (7.7.4(b)), not less than 4 instalments unless agreed (7.7.4(c)).	and amount of instalments which must reflect consumption needs and capacity to pay, number of instalments, amount of instalments to pay arrears and estimated consumption (12.2 (a)).			of being amended to increase amount or frequency of payments except with customers written consent (ESIR 19(5)(b)).	
Information retailer must give in relation to instalment plan	Specify how many will pay arrears and usage during period (4.14.4 (d)), how amount of instalments is calculated (4.14.4 (e)), state may be in credit or debit during (4.14.4 (f)).	Specify how many will pay arrears and usage during period (7.7.4(d)), how amount of instalments is calculated (7.7.4(e)), state may be in credit or debit during (7.7.4(f)).	How amount calculated, number of instalments to pay arrears plus estimated consumption (12.2(a))	Period, amount and frequency of instalments, number of instalments to pay arrears, basis of calculation if in advance (6(2))	Silent	Retailer must provide copy of the payment plan once entered into (9.5(b)).	SA/Qld
Retailer obligations when customer on instalment plan	Must monitor compliance (4.14.4(g)) and have in place reasonable procedure to address payment difficulties while on plan (4.14.4(h)).	Must monitor compliance (7.7.4(g)) and have in place reasonable procedure to address payment difficulties while on plan (7.7.4(h)).	<i>Make provision to re-calculate amount</i> where significant credit or debit likely at end of plan (12.2(b), monitor consumption and have in place procedures for payment difficulties, (12.2(c)), provide energy efficiency advice and	Must provide fair and reasonable procedures for dealing with payment difficulties of customer on scheme (6(2)(d)).	Silent	If for period exceeding 3 months must provide for consumption to be monitored and option for parties, by agreement, to adjust instalments to take account of accruing liabilities (ESIR 19(4)).	VIC

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
			availability of financial counsellor (12.2(d)).				
Security							
<p>When required</p> <p>NSW cont> Where security deposit by case, cheque or credit card, must refund when completed on time payment for one year from date of first bill or where by annual security levy or guarantee must discharge when on time payment for one year from date of first bill, must inform in writing within 10 business days of above requirement being met (Schedule 3 Part B).</p>	Where refuse to pay outstanding debt, illegal use in previous 2 years, new customer refuses to provide no acceptable identification, new customer refuses to provide or provides unsatisfactory credit rating (in retailers reasonable view (4.17.4))	Where refuse to pay outstanding debt, illegal use in previous 2 years, new customer refuses to provide no acceptable identification, new customer refuses to provide or provides unsatisfactory credit rating (in retailers view) AND cannot agree to instalment plan (8.2).	<p>When owe more than amount set out in guideline, illegal use in previous 2 years, no acceptable identification, or retailer decides unsatisfactory credit rating (but only if first offer customer instalment plan and not accepted) (8.1(a)).</p> <p>In making decisions about a customers credit rating and in dealing with management issues a retailer must comply with any relevant guideline (8.3).</p> <p>In deciding whether a customer has an unsatisfactory credit rating the retailer may only have regard to a relevant default as defined in</p>	<p>See determination For NC only requirement is that contract separately provides (a) circumstances where security deposit may be required, (b) form and amount, (c) interest if any that will accrue, (d) circumstances where can be used, (e) when returned (Schedule 1 (4)).</p> <p>Where residential SRC rules contained in Retail Determination 2004/5 to 2006/7 - may require only if SRC has left previous supply address without settling account and debt remains outstanding and customer refuses to make arrangement for payment, has been responsible for illegal use or does not have satisfactory credit rating in reasonable</p>	*If (a) customer does not have satisfactory payment record with Utility or cannot provide from another source (b) ESCC directs (c) vacated w/o paying and remains unpaid (d) twice in last 12 months did not pay account by due date (20.1). A retailer may request a security deposit, but is not required to do so.	For residential customer when either of (a) new customer and failed to provide acceptable ID (b) in previous 2 years illegal use (c) left premises without paying and still not paid (d) refuse payment plan in relation to previous account and has unsatisfactory record of payment and/or unsatisfactory credit rating (ESIR 7(3)). Can be deposit, refundable advance or guarantee (if business) (ESIR 8).	VIC

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
			guideline (2.1 CAG) and in deciding whether to require a refundable advance the default must not have been complained about etc (3.2 CAG).	opinion of retailer (Schedule 3 Part A).			
Amount	Based on average bills determined by regulator, 1.5 times quarterly and 2.5 times monthly (4.17.2)	Based on average bills determined by regulator, 1.5 times quarterly and 2.5 times monthly (8.1).	Not more than 37.5% of customer bills over last 4 quarters except where dual fuel and retailer requires b/c unsatisfactory credit rating then 25% and where customers own consumption not available not more than the corresponding amount of the average the retailer billed domestic customers over those 4 quarters (8.1(b)).	Silent	*Must not be greater than 1.5 times amount of estimated quarterly bill if billed quarterly, or 2.5 times monthly bill if billed monthly or amount determined by ESCC either generally of in specific case having regard to financial circumstances of class of customer (20.2).	If quarterly accounts 1.5 times average quarterly consumption of standard tariff customer of same class (ESIR 9(a)) or if accounts more frequent twice average monthly consumption of standard tariff customer of same class (ESIR 9(b)). <i>These are maximum amounts.</i>	VIC
For businesses	Must not require unless no satisfactory credit rating or payment history. Must accept bank guarantee. May increase	Can only require where no satisfactory credit rating or electricity account payment history (8.3.1) and must accept bank guarantee as	Can only require where unsatisfactory payment record or retailer decides unsatisfactory credit rating	Silent	Amount for residential customers is the same as for business customers	For business must be new customer with no history of paying accounts, unsatisfactory record of paying or unsatisfactory	SA/QLD

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
	amount at any time to take account of usage (4.17.5).	alternative (8.3.2).	(8.2).			credit rating (ESIR 7(2)).	
Interest	Must pay at contract interest rate (4.17.6).	Must pay interest at the rate and terms approved by regulator (8.4).	Accrues daily and capitalises (if not paid) every 90 business days at bank bill rate (8.4(a)).	Silent	Interest must be at rate no less than that determined by ICRC from time to time (20.3).	Retailer must maintain an interest bearing account specifically for purpose of holding securities/deposit s (ESIR 10(1)).	VIC
Repayment	Must repay in accordance with reasonable instructions together with interest within 10 days of completing one year (for residential) or two years (for business) by the pay by dates on initial bills or ceasing to take supply. If no reasonable instructions may credit to next bill (4.17.7).	Where customer completes 12 months of paying on time or ceases to purchase electricity from retailer at supply address (8.5.1(a)). Where \$100 or less, credit to next bill and where more than \$100 pay in accordance with instructions w/i 10 business days (8.5.1(b), (c)) or according to customer request (8.5.4) or credit w/i 20 business days if no instructions (8.5.2).	Within 10 business days of completing 1 years payment (2 years for business) or ceasing to take supply at supply address (8.4(b)).	Silent	If customer pays accounts on or before due date for continuous period of 12 months (20.4).	Must return if (a) completes 2 years of payments (b) supply changes to prepayment metering (c) retailer ceases to supply and customer pays any amount owed (ESIR 12).	SA/Qld
Use	Can use and deposit and interest that has	When disconnected due to failure to	<i>Can be used (including interest) to offset</i>	Silent	*(also **)Must not use to recover charges other than	May use to offset amount owed where (a) supply	SA

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
	accrued to offset any amount owed if customer fails to pay bill resulting in disconnection or final bill if vacates or ask to be disconnected (4.17.10).	pay or when cease to buy from retailer or asks to be disconnected (8.7.1). Must not use for goods other than electricity w/o written consent (8.7.2), balance paid w/i 10 business days (8.7.3).	<i>any amount owed</i> when disconnected and no longer a right to be reconnected, where vacated, transferred, or requests disconnection. Must provide account of use (8.4(c)). Balance to paid w/i 10 business days (8.4(d)).		charges related to supply or sale of Utility services (20.5).	disconnected because of failure to pay (b) failed to pay final account (c) at request of customer where requested disconnection or informed of change of premises (ESIR 11(1)). Must give customer account of use w/i 14 days of use and pay any balance including interest (ESIR 11(2)).	
Account keeping	Must account to customer for any use of deposit and pay balance to customer within 10 business days (4.17.12). Note transitional provisions that not required to return deposit collected before or in excess of amount permitted at FRC commence date until earlier of one year from FRC commence if residential or two years if business or the date would have	Must be kept in separate account (8.6).	Silent	Silent	Silent	Must immediately give receipt for amount of security and pay amount into specific account for all such securities (ESIR 10(2)). Must not withdraw except to use or return or if authorised by Regulator (ESIR 10 (3)).	TAS

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
	qualified under clause as applied prior to FRC commence (4.17.13).						
Disconnection							
When permitted	Where not paid bill, not agreed to offer made in accordance with EIC for instalment plan or adhered to obligations to make payments in accordance with plan (4.18.2). Where a customer fails to allow access to meter for three consecutive scheduled meter reads (4.18.10). Where refuses to pay security deposit (4.18.12). Fails to provide acceptable identification (4.18.13).	Failure by a SRC to pay a bill or agree/adhere to payment plan (9.1). Failure by a SRC to allow access to meter for 3 consecutive bills (9.4.1) (but must offer reasonable alternative access, give written notice requesting access on each occasion denied, use best endeavours to contact personally, give disconnection warning (9.4.2). Immediate where illegal use (9.5). Failure by SRC to provide security deposit (9.6).	Failure to pay by relevant date (13.1). Deny access to meter for 3 consecutive bills (but only if retailer reasonable access arrangement attempt, given notice each time + disconnection warning) (13.3). Refuse acceptable ID (if new customer) or refundable advance (but only if provided 7 business days notice of disconnection (13.4). Customer requests (13.5).	If (a) fails to provide security (b) fails to pay amount due (c) refused access (d) obstructed supply (e) – (f) is not a SRC on SC (15(1)) Almost identical provisions for service provider (distributor) to disconnect (14).	*Failure to pay account, entitled under contract, contravention of Act, health/safety risk, safety of network, non-compliance with installation rules (17.3). Note, disconnection for failure to pay an account is subject to certain conditions. Provisions also apply to non-franchise customers. Likewise, the ability to disconnect for network reasons is an entitlement of the electricity distributor and therefore applies to all customers.	Failure to pay an account within reasonable period stated in account (ESIA 42(1)). If (a) disconnection necessary for upgrade (b) unable to gain access to meter on 3 successive occasions at reasonable times (c) suspected on reasonable grounds or illegal use of safety offence (d) interfered with supply and/or safety of network (e) necessary to respond to emergency or for public safety (f) customer requested (ESIR 22(1)).	SA/Qld
Conditions precedent/notices	Hardship clause same as SA. Where lack of income must contact and given concession	Where residential customer or any person normally residing at address, unable	Failure to pay must not be in respect of 1 st instalment plan (13.1(a)). Must give reminder	Send 2 notices. Indicate complaint avenue, rebate/relief scheme, payment plan options. Also,	*(also **) Amount outstanding must exceed amount agreed by ESCC – currently \$100 with all electricity	If disconnection for failure to pay account must give notice in approved form and not proceed if	Vic or ACT

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
	<p>info and offer alternative payment options (4.18.3).</p>	<p>to pay due to lack of income must have used best endeavours to contact (9.2.2(a)), give concession info (9.2.2(b)), offered alternative payment (9.2.2(c)) (e.g. instalment unless breached 2 in previous 12 months (9.2.4)), give reminder notice (9.2.2(d)), give disconnection warning (9.2.2(e)), advise of Ombudsman (9.2.2(f)).</p> <p>Where business customer must give extension of time to pay on terms and conditions accepted by ESCoSA (9.3).</p>	<p>notice and disconnection warning (13.1(b)). Special statement to be included in disconnection warning (13.1(c)). If customer has called for payment assistance advice retailer must have provided advice (13.1(d)). If customer is a domestic customer and has dual fuel contract a further warning not less than 6 business days before disconnection is required (13.1(e)). Where customer on a SCC must be contacted in person and advised of disconnection, not assure willingness to pay, does so but then does not pay, does not agree to pay arrangement within 5 business</p>	<p>reasonable attempts to assist customer in person or phone (include at least one attempt outside business hours). All actions to be documented (Schedule 2 (12)).</p>	<p>utilities, two written notices served at least 7 business days apart, account not been paid w/i 5 days (inc non business) of 2nd notice, subsequent reasonable attempts to contact before day of disconnection, subsequently customer failed to comply with pay arrangement (reasonable in financial circumstances of customer) (17.4(1)). Must not be advised by ESCC that hardship complaint pending (17.4(4))</p>	<p>within 5 business days after notice customer pays account or enters in payment plan (ESIR 23).</p>	

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
			<p>days, does so but then does not make payments, disconnection can be carried out (13.1(f)). Note the OPWD now intends to operate as interpretive guidance for this clause.</p>				
<p>Notice of disconnection</p> <p>Vic cont> OPWD says for customer with insufficient income retailer must use best endeavours to contact in person or by telephone. The OPWD says 'best endeavours' could require over 2-3 day period and not more than a month prior to the disconnection at least one call during business hours and if a message could not be left then two telephone calls outside of business hours. If in an urban area and not reachable by telephone send a letter by registered post and where</p>	<p>Must give reminder notice and after period referred to in noticesend disconnection warning with 5 business days notice of disconnection and advise of operation of dispute resolution scheme (4.18.4).</p>	<p>Disconnection warning to allow 5 business days notice from receipt of warning (9.2.2(e)).</p>	<p>Disconnection warning to include statement that disconnection could be no sooner than 7 business days from date of receipt of warning and where dual fuel statement must say that 7 days applies for gas and electricity wont be disconnected sooner than 22 days from date of receipt of warning (13.1(c)(A). Statement must also say that disconnection of gas may result in variation of dual fuel contract (13.1(c)(B).</p>	<p>SRC contract must specify send 2 written notices, 2nd no earlier than 1 week after 1st. Disconnection date no earlier than 14 business days from 1st notice (Schedule 2(12))</p>	<p>*Not more than 6 weeks after 2nd notice issued (17.4(3))</p> <p>*Notices must be in simple and straightforward language advising that customer has failed to pay account by due date, make clear when due, advises that failure to pay will entitle steps to disconnection, specify govt rebates, outline payment options, advise of eligibility to make hardship complaint to ESCC, provide (in 5 languages) translation service details (17.6).</p>	<p>Where for upgrade 4 business days personal notice or general notice to tariff customers published 5 business days before. In other cases (e.g. no access to meter, illegal use or customer interfered with supply/safety of network) 5 business days personal notice required (ESIR 22(2). Where necessary to respond to emergency or because customer requested no notice required (ESIR 22(2)(b)). Where for failure</p>	VIC

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
telephone not known or disconnected making at least one attempt to visit premises (Annexure A (2)(i)).			Disconnection warning must be sent not less than 22 business days from dispatch of bill with 28 business days to pay from dispatch of bill (13.1(b)(B). Note the OPWD now intends to operate as interpretive guidance for this clause.			to pay account, provided for by s42 Act must give notice in approved form (ESIR 23(1)).	
<p>Prohibited disconnection</p> <p>ACT Cont> For final orders must relate to residential premises and ESCC must be satisfied that the withdrawal of the utility services causes, or would cause, substantial hardship for a consumer. A direction may contain ancillary directions, for example, that the service not be withdrawn—(a) during a stated period; or (b) unless the consumer fails to comply with a stated condition. The section contains a note - An example is</p>	Where (i) non payment of bill is less than amount approved by regulator and customer has agreed to repay (ii) life support, (iii) complaint related to reason for proposed disconnection (iv) where failed to pay amount for other goods or services (vi) on Friday, weekend or public holiday or day before (vi) after 3pm on a business day (vii) if residential or small business and between 20	Where SRC and (a) debt less than approved amount and customer has agreed to repay, (b) dependant on life support, (c) complaint pending with ombudsman, (d) assistance application pending, (e) where debt for other goods (9.7).	Where debt less than amount approved by regulator or in guideline, complaint with ombudsman, utility relief grant pending, charge not for energy, life support/medical exemption registered (14(a) and (b)). S46A of EIA prohibits disconnection where consumer part of an approved hardship policy program.	Contract must prohibit disconnection where application for rebate/relief or payment plan pending and where life support system in use at premises (Schedule 1(7)).	When: - a premise is registered as a life support machine supply address (10.1); the amount of an unpaid customer account is less than the amount agreed between the retailer and the Essential Services Consumer Council (ESCC) – currently \$100, and other actions taken (CPC 17.4(1)); notified by the ESCC that the customer has lodged a hardship complaint with it (CPC – cl 17.1(3)(d)).	Must not disconnect if supply is a prescribed service (ESIA 42(1A). A life support machine is taken to be a prescribed service under 42(1A). Also prohibited until complied with regulations (ESIA 21(2)).	Vic or ACT

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
part of the Act, is not exhaustive and may extend, but does not limit, the meaning of the provision in which it appears.	Dec and 31 Dec (inc) (4.18.15).				If a complaint is made about the withdrawal of a utility service following non-payment of a customer debt the ESCC may direct a utility to maintain the service or if the service has been withdrawn restore the service as soon as practicable and in any event within 24 hours (s192(2) for interim orders and s206 for final orders UA).		
<p>Payment for wrongful disconnection</p> <p>Vic cont></p> <p>The ESC can seek confirmation from retailer that it will rectify and use enforcement powers if it does not fulfil commitment to rectify (OPWD clauses 7 and 8). OPWD includes list of circumstances where compensation must be paid if disconnection occurs</p>	If a distribution entity wrongfully disconnects non-contestable customer is eligible for GSL rebate of \$100 from distribution entity. Wrongful disconnection is when not entitled to do so under electricity legislation or relevant contractual arrangement or fails to comply with procedures for disconnection	Silent	The conditions to which a licence to sell electricity is subject includes a condition requiring payment of the prescribed amount to a relevant customer if the licensee disconnects and fails to comply with terms and conditions of a contract specifying circumstances	Silent	If the ESCC is satisfied that a utility contravened a contract or the Act and has caused or would cause substantial hardship by failing to provide or withdraw a utility service the ESCC may give any directions deemed necessary requiring the Utility to remedy the contravention (s206 UA). If the ESCC is satisfied that loss or	Silent	ACT or Vic

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
e.g. unpaid bill relates to different supply address to the supply address disconnected (Appendix A.1). OPWD also includes a list of where compensation may be appropriate depending on circumstances e.g. customer asserts that retailer inadequately assessed capacity to pay (Appendix A.2). Appendix C contains a flow chart to assist in determining whether the retailer has adequately assessed capacity to pay.	(2.5.3).		<p>for when premises may be disconnected (s40B EIA). Relevant customers are customers with annual consumption of up to 160Mwh (Order and 1.3 OPWD)</p> <p>Currently the prescribed amount is \$250 for each whole day and pro rata for part days that the supply is disconnected (s40B(5)).</p> <p>Complaints about alleged wrongful disconnection can be referred to EWOV and EWOV may refer these to the ESC where the complaint is unresolved and the parties agree (OPWD clause 6.4)</p>		<p>damage suffered the ESCC may give the utility a direction to pay a stated amount not exceeding \$10,000 or if another amount if prescribed by the regulations then that amount (s209 UA). In some cases a rebate may also be payable under CPC Schedule 1.</p>		
Life support specifications	Register premises with distributor, not arrange for disconnection	Must give distributor relevant info and give customer distributors	Must give distributor confirmation from registered medical	Silent	Where evidence provided retailer/distributor must record premises as life	Retailer must (a) give customer/regulator notice of acceptance of reliance on life	TAS

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
	when person continues to reside and give emergency contact number for distributor (4.20.1).	contact details, may require customer to inform when vacates (11.1). Life support machine means oxygen concentrator, intermittent peritoneal dialysis machine, haemodialysis machine or other equipment approved by the Commission from time to time (11.2).	practitioner, inform distributor where supply address affected by fault (where customer provides that info) (26.7).		support machine supply address, give 4 business days notice of planned interruption, assist customer to prepare contingency plan. Contract may provide that customer must advise when vacates or no longer requires life support (10).	support (b) keep records of particulars (c) keep record of address /number (d) advise of plan where unplanned interruption (e) provide emergency number (f) give immediate notice if number changes (g) give 4 business days notice of planned interruption where not agreed in advance (ESIR 30(2)). Retailer may require further particulars/evidence of life support machine dependency (ESIR 30(3)). Customer must inform within 30 days if ceases to occupy or be dependent (ESIR 30(4)).	
Restricted disconnection times	See above (4.18.15). After 3pm, Friday, weekend, Public Holiday, day before or between 20 Dec and 31 Dec in if residential or	Not after 3pm on business day, on Friday, weekend, public holiday or day before public holiday (9.7 (f) & (g)).	Not after 2pm for domestic (3pm for business) or Friday, weekend, public holiday or day before public holiday (14(c)).	Not on Friday, Saturday or Sunday, Public Holiday or day before, 3pm on any other day (Schedule 3(14)).	Not after 3.00 pm on any day; or Friday, Saturday, Sunday, a public holiday or the day before (CPC – 17.1(3)).	Not after 2pm on business day, any time on Friday, Saturday, Sunday or public holiday or on day immediately preceding public holiday unless	Qld

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
	small business.					necessary to respond to emergency or for upgrade where notice given (ESIR 24(2)).	
Final bill/notice after disconnection	Must provide if requested (4.18.16).	Must provide if requested (9.8).	Silent	Must notify that premises have been disconnected, specifying ground for disconnection, number to contact, arrangements for reconnection, dispute resolution procedures (Schedule 2(13)).	Silent	Silent	NSW
When to reconnect	Customer rectified matter that led to disconnection, made request for reconnection and paid prescribed fee (4.19.1).	Must if w/i 10 business days debt repaid or accepted offer and made contribution, provided access, remedied and paid for illegal use, paid security deposit or guarantee (10.1).	Must if w/i 10 business days pays bills, agrees payment arrangement or being eligible for URG applies for such a grant, provides access to meter, pays or arranges to pay for illegal use, provides acceptable ID or refundable advance (15.1).	Must notify distributor of request for reconnection if customer entitled (Schedule 2 (13)(3)).	Become a new Part 3 specified to apply only to Utilities licensed to provide Utility Services to FC. Must restore w/i 24 hours where ESCC advises that hardship complaint pending (17.4(5)) or where account paid or arrangement to pay accepted (17.4(6)). Provisions also apply to small, non-franchise customers (23.1(5) and (7)) now included in new Part 4 Protection of Small, Non-Franchise	If customer pays account, interest, reasonable reconnection fee and reasonable security if requested (ESIA 42(3)). Where standard tariff customer must reconnect when enter into payment plan or other arrangement to pay amount and reconnection fee (ESIR 25(1)).	VIC and ACT

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
					Customers that is specified to apply only to those customers. Within 24 hours (ibid).		
Reconnection charge	Contemplated in 4.19.1(c) paid prescribed fee under electricity legislation for reconnection.	Allowed reasonable charge for reconnection (10.1 (iii)), or reasonable after hours reconnection (10.5).	Allowed reconnection charge (15.1).	Included in the Distribution Pricing Determination. There is no reconnection fee, the disconnection fee covers reconnection in the same name at the same address, but if you don't reconnect you don't get a refund. This also covers an after hours reconnection fee, i.e. after 4pm if you want to be reconnected the same date – there is a fee, but if you wait until the next morning you don't have to pay.	Silent	Implied see above. Maximum charges are set by regulator in price determination, one of the special services that are regulated in addition to tariffs. Aurora's website will say what these are.	NSW
When reconnection to occur	If CBD feeder and request before 12pm on business day then same day or if after next business day. If short rural feeder by next business day after request (not applicable for Energex). If long rural feeder within 10	Same day if small customer and metro, use reasonable endeavours to connect same day if remote/rural otherwise next business day, next business day if after 9pm (10.2 and 10.4).	Same day if before 3pm, next day if after unless before 9pm and after hours reconnection charge paid. Can agree to later times (15.2(a)). Best endeavours to procure distributor to	Distribution Pricing Determination – implied that if you call before 4pm you will be reconnected on the same day without an additional fee. If a customer was not reconnected on the same day and they contacted before 4pm EWON would suggest that the	Silent	If standard tariff customer becomes entitled before 4pm on business day, reconnection must be made on same day if practicable otherwise next business day or as soon as default of no access to meter, illegal	SA

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
	business days of small customer request (4.19.2).		reconnect does not discharge obligation (15.2(b)).	grounds to charge the fee have not been met and that the fee must be reconnected.		usage, interference is remedied (ESIR 25(2)).	
Last Resort Events							
Last resort events	The content of the new regulations of still to be determined.	ETSA Utilities must act as retailer of last resort if notified by ESCoSA that a retailer's retail licence, authority or business has been suspended or cancelled (mandatory licence condition based on EA obligations – detail provided by 1.3 Guideline No. 8).	The obligation to supply or sell electricity to a customer to whom electricity is supplied or sold by another licensee commences when the first licensee's licence is suspended or revoked or the right of the first licensee to acquire electricity from the wholesale market is suspended or terminated (EIA 27(5)).	Suspension notice issued to retailer by NEMMCO, licence is cancelled and written notice given (59(2)).	ActewAGL must sell when last resort event occurs (Licence, RoLR Guideline).	Silent	SA
Notification to customer	The content of the new regulations are still to be determined.	ETSA must advise customers asap (and at least within 3 business days) after last resort event of information, including that (a) last resort event occurred (b) contract between customer and ETSA (c) terms	Silent	If last resort event occurs retailer must asap after commencement of its obligation give written notice to each customer containing (a) commencement of last resort arrangements (b) terms and conditions on which electricity will be	As soon as practicable after the transfer of customers (RoLRG – cl 3.1 (b)).	Silent	NSW

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
		and conditions (d) basis of prices/charges (e) options for transfer to another retailer (f) how to obtain further info (3.4.1).		supplied (c) that customer may arrange supply with another retailer (d) whether the customer is entitled to a SC (e) date on which retailer of last resort may discontinue supply (f) any charges that the customer is liable to pay (61(1))			
Obligation to offer standard contract	As above.	ETSA must sell electricity on standard terms and conditions approved by ESCoSA (3.2.1); ESCoSA must approve amendments (3.2.3). SC applicable to class of customers of last resort scheme.	The tariffs and terms and conditions upon which a licensee will supply are those approved by the ESC and published in the Government Gazette.	Where SRC not in supply district must offer SC applicable to the customers supply district (62 (2) (3). Where not SRC and no agreement reached formula for retail price based on pool price plus margin etc (63(2)).	Must be in accordance with ActewAGL's SC Standard retailer of last resort contract – terms and conditions (including tariffs) may be different to standard customer contract (RoLRG – 3.1).	Silent	NSW
Disconnection of last resort customer	As above.	Obligation ends after 3 months or when customer advises ETSA that sale and supply of electricity no longer required (1.3.3).	The obligation ends 3 months after commencement or when the customer advises that supply is no longer required, transfers or enters into a new contract with the second licensee (EIA 27(5A)).	After a period of three months but only if reasonable notice (64(1) and (3)) Or if customer (a) failed to provide any security required for the payment of any charge (b) failed to pay an amount due (c) refused access (d) obstructed AND reasonable notice of intention to	Obligation ends after 3 months or when customer advises in writing that sale of electricity from retailer no longer required (RoLRG).	Silent	VIC

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
				discontinue provided (64(1) and (2)).			
Charges	As above.	ETSA incurs establishment, energy, variable and outstanding costs (2.2); should endeavour to recover all energy and variable costs from customers (2.2.5). Financial affects on ETSA should be economically neutral (2.2.7). ESCoSA must approve prices/charges (having regard to matters in 2.2.8) and changes. ETSA must notify customers of the basis for change (2.2.9).	Silent	Contract must provide not entitled to be paid compensation for transfer of customer where last resort event (Schedule 2(6)(2)).	In accordance with RoLR default tariff (as regulated by the ICRC); or the NEMMCO price pool plus a margin of 10% (RoLRG – 3.1(d)).	Silent	None are satisfactory
General Complaints/Advice							
Debt recovery ACT cont> The declaration may provide for the discharge to be conditional on payment by the customer of a stated amount or amounts in accordance with the	Silent	Silent	Not commence legal proceedings until instalment offered, not while making payments toward agreed arrangement. Must comply with s60 TPA (11.4)	Silent	A utility may not institute proceedings for the recovery of a customer debt unless 7 business days written notice including right to make complaint to ESCC (UA 171(2)). If the ESCC is	May recover in a court amounts (a) that remain outstanding after disconnection for failure to pay (b) estimated for illegal use (c) any fee that results from dishonoured or reversed cheque, dd, or cc	ACT

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
declaration. A declaration has effect for all purposes according to its terms. The amount of the debt discharged by a declaration may not exceed—10 000; or if another amount is prescribed by the regulations—that amount (UA 208)					satisfied that payment of a customer debt in relation to residential premises would cause substantial hardship for the customer, it may, in writing, declare that the debt is discharged in whole or to a stated extent	payments (d) connection or reconnection fee (e) interest and late payment fees (ESIR 20).	
Energy efficiency advice	A supply entity/authorised supply entity is subject to a condition that it must consider both demand and supply side options to provide technically and economically efficient delivery of energy (EA 42(d)). Retailer must provide to residential customer on request and free of charge general advice on how to reduce energy costs, info on how to arrange audit, advice on typical	Must provide information on how to reduce costs, how to arrange energy audit, typical running costs of major domestic appliances (12).	Must provide energy efficiency advice on request (26.6). Must consider conducting energy efficiency audit to assist customer having difficulty paying. Any charge for audit is not an additional retail charge (11.3).	Contract must contain a requirement that the licence holder provide free of charge, if requested, information about efficient energy consumption (Schedule 1(1)(n)).	Must on request provide efficient energy consumption information (7.1(2)(d)). Subject to prior approval of ICRC either in particular case or for type of info, Utility may charge – approved charge should be listed on website (7.2).	Must in good faith, in writing within 10 days of request, for no charge, provide reasonable level of advise about tariff that will provide least cost and appropriate strategies for managing consumption on cost effective basis (9.7).	TAS regarding tariff advice. NSW regarding free of charge.

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
	costs of running domestic appliances (4.21).						
Service standards	Chapter 2 of the EIC contains Guaranteed Service Level Scheme for connection times, reconnections, appointments, planned interruptions, reliability (2.5).	Must use best endeavours to respond to 85% of calls within 30 seconds from 8am to 6pm (not include queue, does include answer & access to computer interactive service), and answering 95% of written queries within 5 business days by telephone or written response (2.2). Report by 31 August each year with % of compliance, rebates paid, reason for non-compliance and improvements (2.3).	S factors set for distribution services in distribution pricing reviews. There is no guaranteed service level scheme for retailers.	SC and NC for SRC must contain minimum standards for quality, reliability, response times, time to commence works (Schedule 1 (5)) and that retailer will pay not less than \$25 if more than 15 minutes late for appointment (Schedule 2(11)). Distributors pay \$60 for each day delay in connection to \$300 maximum (Schedule 3(9)), \$20 for each interruption (not inc emergency or circumstances beyond control) where 2 business days notice not provided (Schedule 2(10)).	Utility must comply with Minimum Service Standards set in Schedule to CPC unless alternative agreed or events outside control (11.1). Utility must pay rebate (as set out in schedule) if customer applies, w/i 3 months, but not more than one per affected premises (11.2). Rebate may be paid by deducting from next bill or paid directly by cash or cheque or as otherwise agreed [amended to add direct payment options in amendments to CPC on 28 June 2005] (11.3). Standard regarding appointments relocated into CPC (5(5) so becomes a substantive provision and rebate no longer available. Also, definition clarified so definitive that	Must credit to customer account \$30 for each business day late in (a) connecting/ reconnecting (b) notifying of planned interruption (which must be 4 business days written notice or 5 days radio/ newspaper notice) (c) dealing with repair (up to \$150) (d) fixing account problem and providing written explanation (which must be within 10 business days) (e) responding to complaint of failure to comply with service standard (within 10 business days). Contained in Aurora Energy Customer Charter.	SA, NSW and TAS. Qld EIC contains detailed GSLs that are also useful.

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
					requires attendance by both Utility and Customer. Also new clause 11.5 was added requiring Utilities to advise Customers of the ability to apply for the rebates set out in the CPC Schedule.		
Enquires and complaints procedure	If there is a dispute the retailer must tell customer about EIC and must handle complaint in accordance with Australian Standard and advise of right to complain higher and to external dispute resolution scheme (4.6.3).	Retailers must prepare and submit to ESCoSA procedure for handling SRC enquiries, including enquiry line, registration of special needs, referral to interpreter, any other matters required by ESCoSA (3.1). Must prepare and submit to ESCoSA for approval procedure for dealing with complaints including how notified, handling, response times, response method, referral to Industry Ombudsman and	Must handle complaint in accordance with relevant Australian Standard. Must include info about scheme in Charter. When responding to complaint must advise right to complain higher w/i retailer, refer EWOV (must give this info in writing) (28.1 and 28.2)	In dealing with application for review of a decision licence holder must comply with AS 4269-1995 'Complaints Handling' (49). Written or oral application for review must be served no later than 28 business days after written notice of decision and state reasons for seeking review (47). If not notice of review w/i 14 business days taken to have determined that decision stands (48)	Must develop complaint procedures in accordance with Australian Standard (6.1 & 6.2). Customer must have right to complain against utility and agent of and have complaint considered by senior employee (6.1). On receipt of complaint must advise of procedures (6.3(1)) and in final decision must advise of ESCC. Must keep record of complaint and resolution for 12 months (6.4)	. Complaints must be dealt with in accordance with the Australian Standard on complaints handling and must include info in charter(9.10(a)), when responds to complaint must advise that can raise with higher level (9.10(b)), if raised to higher level must advise in writing right to refer to Ombudsman (9.10(c)), ensure that any disconnection warning includes notification to refer to Ombudsman (9.10(d)). Account must include telephone number	SA regarding retailer's submitting to ESCoSA. VIC regarding notification of right to complain to higher level within retailer. VIC/NSW regarding use of AS 4269. NSW regarding time frame of decision and notice seeking review (although look closer at these times). ACT regarding period to keep record of complaint.

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
		any other matter required by ESCoSA (3.2).				for inquires relating to account (Code 9.3(b)(10))	
Ombudsman Scheme – provision of information about (note this document does not seek to compare the various schemes).	A retailer must within 20 business days of first providing customer retail services after FRC commence, prepare and submit to CQA for approval, procedures for handling small customer enquiries. The procedures must deal with at least (a) the establishment of inquiry line or information desk to provide information about ... (v) how they make enquiries or lodge complaints and (vi) the existence and operations of the Energy Ombudsman (4.6.1).	A retailer must within 20 business days after it first sells energy to a small customer, prepare and submit to ESCoSA its procedures for resolving complaints which must deal with referral to the Industry Ombudsman where the complaint is not satisfactorily resolved (3.2.1(e)).	A retailer must include information about EWOV on any disconnection warning (28.3).	A SRC and any other person prescribed by the Regs may apply for review of a decision in a dispute (96A(1) ESA. Contracts must include statement of rights in relation to disputes and particulars of ombudsman (Schedule 1(1)(j)).	ESCC established to facilitate the resolution of disputes where customer affected by contravention of contract, likely to be caused substantial hardship or affected by failure to handle personal information properly. May make orders for discharge of debt or payment of loss and damage up to \$10,000 (UA Part 12). Advice about the ESCC is required where disconnection notice (CPC 17.6(9)), ESCC is included in the contents of each Summary document (CPC 9(2)), there must be prominent display on PMS device (CPMS 4.4(3)).	No specific clause requiring advice about access to EO. The Electricity Ombudsman investigates and may make a binding award in relation to a complaint concerning the sale and supply of electricity up to \$20,000 or \$50,000 if the electricity licensee agrees (EOA).	SA/QLD
Method for communication with	Notices and bills are deemed to	Electronic mail okay for SRC	Notice, consent, document or	Contract must include the manner	Unless alternative arrangements	Must provide teletype service	TAS and VIC

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
customer	have been received on date hands to if left at premises or successfully faxed, 2 business days after posting or if email agreed then date of transmission (4.6.4).	unless requested to cease using electronic mail (3.3).	other communication by retailer to be in writing by hand, fax, mail or e.mail (unless stated otherwise than in writing in code) (33).	in which notices under it are to be given (Schedule 1(1)(l)).	have been agreed [substituted on 28 June 2005], notices must be in writing and delivered by hand, sent by prepaid mail, facsimile or other electronic means (8.1(1)).	(ESIR 28(1)), at request access to telephone interpreter service (ESIR 28(2) at request large-print version of tariff (ESIR 28(3)). Must provide telephone number which may be called at any time, in order to report an emergency (9.3(b)(11))	
Customer change of details/other notice	See change of use provisions affecting tariff above.	Silent	Must inform retailer asap (26.1).	Silent	Customer must notify change of person/body responsible for payment, change to contact details, change to premises/installation that may affect quality, problem with service (5(4)).	Customer must (a) keep retailer informed of contact address (b) change of use that may affect tariff (c) safe access to metering (d) circumstance that may affect access to meter (e) 2 business days notice of change in occupation (f) not modify metering data (g) not damage metering (h) inform of circumstances that may lead to damage of metering (i) 5 business days notice of problem	ACT

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
						with seal protecting metering equipment (ESIR 29(1))	
Privacy	While engaged in marketing a marketer must in dealing with a small customer comply with Privacy Act 1988 (Cth) and any instrument issued by the QCA regarding privacy and must inform customer of marketers privacy obligations on request (7.9).	Silent (See confidentiality provisions of retail licences and Pt B of ERC)	Must comply with any condition in licence or guideline regarding use of personal info (29).	Silent	Utility must not disclose personal information about customer except in accordance with <i>Privacy Act 1988 (Cth)</i> (7.3 and UA 51).	An Electricity Retailer will deal with personal information relating to a Tariff Customer in accordance with National Privacy Principles as set out in the <i>Privacy Amendment (Private Sector) Act 2000 (Cth)</i> as amended or substituted from time to time (9.10).	VIC and Qld
Payment difficulty VIC cont> Amendments to EIA that commenced on 29/8/06 requires retailers to prepare a hardship policy which must include: *Flexible payment options; *provision for auditing domestic customer usage; *options for supply replace electrical equipment; *process for early response to payment difficulty;	When residential customer informs or credit management processes indicate or ought to indicate must offer as soon as reasonably practicable instalment plan and (i) information about bill redirection to third party, (ii) information on independent financial counsellor (iii)	On being notified or noticing retailer must offer instalment, right to have bill redirected to third party, govt assistance info, financial counsellor info (7.6).	If contacted and not agree to alternative payment arrangement or otherwise believes customer experiencing payment difficulties must assess capacity to pay, make assessment doc available if requested, offer instalment plan (unless in previous 12 months failed to	Silent	If customer (except LNFC) informs Utility must offer advance payment plan or instalment payment plan, information about and referral to govt assistance program, financial counselling service information (13.14).	If informed by tariff customer of difficulty in paying account must offer information about financial counselling and offer payment plan (ESIR 19(1)).	VIC because of new legislation requiring hardship programs to be prepared and approved. New Qld provisions specifying that credit management processes ought to detect hardship are preferable to the SA on which they were based.

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
Retailers must submit policy for approval and the approval will specify implementation date. Every licence is deemed to include condition. A term or condition of contract is void to extent inconsistent with approved hardship policy or if allows disconnection where customer entered into agreement under terms of an approved hardship policy.	advise of concessions and rebates. Redirection must be provided free of charge (4.13.10).		comply) provide concessions info including URGS, info about energy efficiency, financial counselling (11.2).				
Concession information	Retailer must when requested by residential customer pass on as soon as is reasonably practicable any information concerning the availability of concessions, rebates or grants (4.13.9).	Must provide asap upon request by a residential customer (7.5).	Must provide on request (26.5).	Included in Schedule relating to disconnection – Schedule 2(12)(3)(b) notice provided to customer must advise the customer of any government funded or relief schemes. Must get two notices and both must advise. Also says must attempt to make personal contact with you and in personal contact must advise you of those schemes. All of this is also repeated in Schedule 3(15) in	If Utility provides govt sponsored rebate or concession scheme and customer applies and is entitled Utility must grant (13.13).	Account must set out any concessions to which customer is entitled. This is rather than providing info to help people to determine whether they are eligible (9.3(b)(4)).	TAS

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
				relation to connection contract.			
Customer charter	Must prepare within 20 business days after first providing services in Qld after FRC date (4.5.1). Must make readily available on website, send copy asap after contact after FRC commence date, free of charge send after request. Not required to provide to existing customers on FRC commence. If small customer has already received copy may charge reasonable amount for subsequent request within 12-month period. Contents must contain as least summary of rights under chapter 4 of Code and Electricity Act and associated regulations (4.5).	Send to small customer asap after SC or MC entered or if requested. Free of charge unless subsequent request within 12 month period. Must contain summary of rights under ERC, EA and regs and contract (2.1).	Within 2 business days of new connection or transfer (can be by post) or on request or asap after deemed contract begins (26.2(a)). Must summarise all rights (26.2(b)). If significant number NESB must provide in customers language (26.2(c)). Periodically include statement on bill that entitled to receive free copy of charter (26.2(d)).	Asap after application received from SRC for supply under SC provide doc that sets out (a) relevant guaranteed service standards (b) standard form parts of the contract (c) dispute rights (d) rebates or relief (e) how copies of SC can be obtained - in different languages info about interpreter services (13)	This clause substituted by amendments on 28 June 2005 but substantially the same. Summary of consumer and utility rights must be provided with initial account unless provided previously (and again where changed) (9.4(1)) provide statement (in simple language (9.2(2)), and in 5 most common non English versions) as well as English and large print (9.3(1)) summarising rights for franchise customers and NFC but Utilities may agree with LNFC not to provide Summary [amendments to CPC in June 2005 divided the Code into parts specifying with each part who it was applicable to] . Summary must deal with service standards, right to info, right to complain, interpreter services, Utility right to	Must be approved by regulator stating services and level of standard, basis for accounts, frequency, payment options, inquiry or complaint procedure, emergency number (Code 9.6(a). Must make available a written copy at or before the time of supply is connected and upon request, review and if necessary update annually, advise Tariff Customer of any changes, lodge a copy and each update with the Regulator, publish the charter on the website (9.6(b)).	VIC and NSW

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
					payment, disconnection, access and asset protection (9.2(1) & (3))		
Force majeure	Obligations other than to pay are suspended (can agree otherwise), prompt notice must be given (retailer deemed to give where event widespread and 24 hour telephone service operating), best endeavours to minimise, no requirement to settle industrial dispute, no variation of s78 NEL (4.22).	Obligations other than to pay are suspended (can agree otherwise), prompt notice must be given (retailer deemed to give where event widespread and 24 hour telephone service operating), best endeavours to minimise, no requirement to settle industrial dispute, no variation of s78 NEL (13).	Obligations suspected, each must give the other prompt notice (retailer deemed notice if 24 hour message service operating w/i 30 minutes), estimate of duration, minimisation strategies. Can agree customer not to have benefit. No requirement to settle industrial dispute, not to exclude s117 of EIA or 78 NEL (18).	Silent	Retailer must comply with the Minimum Service Standards [terminology changed in June 2005 amendments to CPC to avoid confusion with national performance indicators set by Utilities Regulator Forum] except to the extent that events or conditions outside the retailer's control, including declared emergencies, prevent them from complying with the Minimum Service Standards (11.1 (2)).	Silent	VIC
Limitation of liability	An electricity entity is not liable for damages to a person for partial or total failure to supply electricity unless the failure is due to bad faith or negligence (EA 97(1)). A retailer	Limitation in MC cannot be any greater than that provided for in clause 7 of Pt B ERC (13.7).	Retailer may not limit for breach or negligence, or require domestic customer to take precautions for risk of loss or damage which may result from poor quality of supply (16(a) and	Silent	*SC may provide that Utility not liable for interruption caused by events beyond its control, not caused by negligence of Utility and otherwise complied with performance	Silent	VIC and Qld now modelled on Vic.

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
	must ensure that any clause in negotiated contact that it enters with a small customer limiting contractual liability does not provide any greater limitation of contractual liability than that provided for in clause 7 of the standard retail contract (4.2.9).		(b)). Can include clause to acknowledge retailers responsibilities for quality and reliability of supply or requiring business customer to take reasonable precautions to minimise risk (16(b)).		standards (19.5)		
Indemnity	A retailer must ensure that any negotiated contract it enters with a small customer does not include an indemnity or other term the effect of which is to entitle recovery in respect of breach by small customer or negligence by small customer any greater amount than that which under common law (including in equity) or statute a retailer would be entitled	Silent	Retailer must not include a clause which would entitle retailer to recover where breach or negligence by customer any amount greater than under common law or statute (17)	Silent	Silent	Silent	VIC and Qld now modelled on Vic.

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
	(4.2.8).						
Marketing							
Notes	<p>Contained in chapter 7 of the EIC. Specified that intended to operate in conjunction with general law and those laws will take precedence to the extent of any inconsistency. While section of EA inforce (preventing Ergon from competing) Ergon is not required to comply with marketing provisions (7.1.2). Applies to all retail entities and unless otherwise specified in relation to small customers (7.1.1). Can be contacted out of for certain large (or aggregated) business customers (7.1.3). Retailer must use best endeavours to obtain statement from non-</p>	<p>EMM applies except where excluded in agreement between retailer and a small business consumer (consumption greater than 160MWh pa in aggregate across a number of connection points) Note interaction of Fair Trading Act means that if the FTA applies (ie, to contact times or "manner and form" requirements for door-to-door contracts) then the FA "wins" and displaces the EMC.</p>	<p>CCM applies to consumers of less than 160MW hours of electricity per year.</p>	<p>MCC applies only to small customers (less than 160 MWh pa)</p>	<p>Part 5 (clauses 29 and 30) CPCapplies – only to Franchise Customers and small non-franchise customers (less than 100 MWh pa)</p>	<p>Silent</p>	<p>N/A</p>

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
	regulated market confirming compliance (7.2).						
General conduct	Comply with all Cth and State laws, not engage in misleading etc conduct, not exert undue pressure, use words and images that promote small customers comprehension of contract, ensure information provided is truthful and in plain language, ensure relevant to small customers circumstances, provide only timely, accurate, verifiable and truthful comparisons (7.3).	Must not engage in misleading or deceptive or unconscionable conduct (4.1.1(b)). Provide truthful information in plain language that is relevant to that consumer (4.1.1(e), (f)).	Not engage in misleading or deceptive conduct, unconscionable conduct, ensure all relevant facts provided and not exaggerated, ensure comparisons are clear and factually correct etc (6.2). <i>Note applicable sections of the Fair Trading Act 1999 (Vic) which are cross-referenced.</i>	Must not engage in misleading, deceptive or unconscionable conduct (6.1.1). Provide customers with information in plain language (6.1.2).	Must not harass or coerce (30.1(1)(a)). A Marketer must provide contract information including charges, cooling-off and other information immediately before the Customer enters into a contract with the Utility (30.3). A Utility must act ethically, fairly and honestly in all its dealings with a Customer or Consumer (5(1)).	Silent	VIC
Consent to contact	If small customer requests termination of a marketing contact the marketer must immediately comply and refrain from contacting for period of 20	If customer requests termination of contact must immediately comply (5.1(a)) and refrain from contacting again for next 20 business days from date of	Retailers should keep records of consumers that have been asked not to be contacted and at request provide written confirmation that consumer has been provided on	If customer indicates at any time that does not wish to proceed (either where telephone (6.2.2), customer premises (6.3.2) or other premises (6.4.2) or by email (6.5.2)) must cease and not	If customer indicates they do not wish to proceed, must promptly cease and not contact for 28 business days (30.2(2)).	Silent	Vic (note not entirely clear whether new provisions in Qld allow customer to specify period for request not to be contacted).

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
	business days from date of request unless otherwise advised by small customer (7.5.3(a)(i) and (ii)). A marketer must keep records of small customer requests not to be contacted (7.5.8(b)).	request (4.5.1(b)) and advise of existence and contact details of dispute resolution service (4.5.1(c)).	No Contact List. In the event that the consumer changes address the No Contact request may be removed from the list (5.4).	contact for purposes of marketing for at least next 30 days (6.6) or at all if requested by customer (6.6.2) and must maintain 'not to be contacted list' for purposes of marketing (6.6.3 & 6.6.5). Must abide by 'no junk mail' and similar warnings at premises (6.6.4)			
Record of contacts	A marketer must keep for at least one year all records of contacts whether initiated by marketer or small customer, requests not to be contacted and marketing contacts that have been terminated by small customer (7.5.8).	Marketer must maintain, for at least one year from date of contact, records of all marketing contacts with consumers, consumer requests not to be contacted and contacts that have been terminated at the consumer's request (5.1.1, 2, 3).	Must maintain records of the premises visited, dates and times including time that visit concluded and names of marketing rep – records shall be kept for 1 year and available for independent audit (5.5). Must maintain records where marketing rep initiates telephone call, the number called, time and date of calls, names of marketing reps – these must be kept for 1 year and made	Must maintain records of name and telephone number/address of customers contacted (and of premises where marketing occurred if not customers premises), name of person making call/visit on behalf of marketer and times and dates of calls/visits for at least 1 year (6.2.5/6 & 6.3.4/5). Contact details and times/dates of correspondence by internet/email to be kept for 1 year (6.4.3, 6.5.3)	Silent	Silent	VIC

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
			available for independent audit (5.6).				
Contacting marketer	Prior to completion of marketing contact with small customer marketer must use best endeavours to provide customer with contact details for marketer and if different, the retailer on whose behalf they are acting (7.5.2).	Must use best endeavours to provide customer with contact details of marketer or retailer (4.4.1) Where contact by telephone or email, must give sufficient details so that consumer can contact by telephone or email (4.8.1(b), 4.9.1(b))	Silent	Marketer must be able to be contacted in normal business hours (6.1.3).	Must ensure customer can contact during normal business hours (30.1(3)).	Silent	NSW (think better than SA/Qld because is more absolute and does not include best endeavours).
Contacting customer	Must not visit Sunday, public holiday, Sat after 5pm or before 9am or other day after 6pm and before 9am, unless prior consent, Telephone same as above except can phone up to 8pm on weekdays (7.4).	Must not visit or telephone a consumer for marketing on Sundays or public holidays, Saturdays except between 9am and 5pm or outside of 9am and 8pm any other day (4.2).	Must not contact: in person at any time on Sunday or public holidays, on Saturday outside hours of 9am to 5pm, on any other day outside hours of 9am to 8pm, and must not remain on the premises, unless at the prior request of the consumer, for more than 1 hour; by telephone at any time on a public holiday or on	Must not telephone or visit customers premises on Christmas Eve after 5pm, Christmas Day, Boxing Day, Good Friday, Easter Sunday or outside of 8am to 8.30pm weekdays and 9am to 7pm Sat, 10am to 7pm Sun (6.2.3 & 6.3.3). Where commenced telephone call within permitted times must not continue outside of these for more than 15 minutes without	Must not contact during public holiday, Sat/Sun b/w 5pm and 9am, any other day b/w 8pm to 9am (30.1(2)).	Silent	SA because of earlier time for no physical contact (6pm).

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
			Sat or Sun outside hours of 9am to 5pm or on any other day outside hours of 9am to 8pm. (5.1). <i>Note the permissible hours are slightly tighter in the Fair Trading Act 1999 (Vic).</i>	customer consent (6.2.4)			
Identification of marketers	As soon as practicable from commencement and before completion of contact must provide with name of salesperson and name of marketer and retailer (if different to marketer) (7.5.1). Where in person must wear ID with photo and name of salesperson. Where in person must provide retailers telephone number and address (7.5.4(b)).	Must advise of purpose for marketing contact and provide name of salesperson and name of marketer and retailer (if different) (4.3.1). Must have ID card with name, photograph and name of retailer / marketer where different (4.6.1). Must also give retailer's telephone number and address of service if requested (4.6.2)	On first entering into negotiations at customers premises and otherwise on request, must show ID with name, photo, retailer name, business address of retailer, retailers contact number (5.2). Where contact by telephone must provide at earliest reasonable opportunity operator's first name and ID number, retailer's name/number, purpose of call, and on request name of telesales agency (5.3).	Where contact by telephone marketer must provide name (and produce ID card with photo + business name/address and ABN where contact by visit to premises), contact number, purpose of call/visit and ask whether to proceed (6.2.1 & 6.3.1)	Must identify individual name and company employed by and Utility on whose behalf marketer is calling, explain purpose of contacting (30.2(1)).	Silent	NSW
Complaints against marketers	If small customer requests termination must do so, not	Must prepare procedures for approval to ESCoSA (8.1).	Retailers must have an internal process for handling	Must monitor and keep record of complaints (5.2.1(a)). Provide	Retailer must develop, maintain and implement procedures to deal	Silent	NSW and VIC

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
	contact for 20 business days, advise of existence of dispute resolution service provided by marker or retail entity (7.5.3).	Must deal with complaint handling, notification and referral to Ombudsman (8.2).	complaints and resolving disputes which comply with AS 4269. This process will be provided at no cost to consumers. If the complaint is not resolved internally the retailer shall provide info on EWOV (10).	Ombudsman with information, pay fees or other amounts in accordance with Ombudsman decision, agree to be bound by decision (5.3). Also in ESA s96B(1)(b) says EWON has jurisdiction to deal with disputes between small retail customers in relation to complaints about electricity marketers.	with consumer's complaints against agents of the retailer (including marketers) (6.1 (1)(b)).		
Compliance with code	Retailer must use best endeavours to obtain statement from non-regulated marker confirming compliance (7.2). Marketer must ensure that employees and agents have sufficient training and knowledge to be able to comply with Chapter 7 of the EIC (7.8).	Retailer must comply with EMC and non-regulated marketer is encouraged to comply (2.1, 2.2). Code reviewed by Commission in accordance with <i>ESC Act</i> 2002 (12.1) and within 12 months of commencement (12.2).	Compliance with the CCM and the CCM's operation shall be monitored by the ESC and formal liaison will occur with EWOV (1.4).	Must comply with MCC and ensure that any person employed or who could reasonable be considered to represent complies (5.1). Conduct annual audits of compliance (5.2.1 (b)).	Marketer must understand and comply with the obligations under the code and applicable laws; have product knowledge, including knowledge about tariffs, billing procedures, payment options and redress available to customers experiencing financial difficulty; understand and be able to explain offers; understand what is misleading, deceptive and unconscionable	Silent	NSW and ACT and Qld (see below NSW and ACT also require statement from marketer where not retailer, confirming compliance with marketing provisions).

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
					conduct. (30.1)		
Records of consent to agreement	Whenever required to obtain consent must be explicit informed consent obtained only after verifiable and timely information on consequences, must retain records of explicit informed consent for at least 2 years, must be in form that enables marker to answer requests from QCA, ombudsman (7.7.).	Must retain records of explicit informed consent obtained for at least 2 years (9.2). Record must be sufficient to answer enquiries (9.3).	A retailer shall not transfer without consumers' explicit informed consent. This consent must be able to be verified (7.1). Retailers shall ensure that records are kept of their compliance with consent auditing procedures (7.3).	All agreements must be in writing and, except for SC, must be signed and record retained for 1 year (6.1.5 & 6.1.6)	A retailer must not transfer electricity supply unless the retailer has the informed consent of the customer (32(1). The above applies when transferring from standard customer contract to negotiated customer contract (32(2) [added to CPC on 30 August 2004]. A customer has given informed consent if the customer has been fully and accurately informed of what they are consenting to; understand what they are consenting to; and give consent in writing, including in accordance with the <i>Electronic Transactions Act (2001) ACT (32(2))</i> .	Silent	Qld
Information to be provided before or at time of entry into arrangement NSW cont> Info to include name/address marketer/supplier, commission, offer period, contract duration, price/costs,	When a marketing contact results in or is intended to result in small customer entering into a retail contract must provide at the time if in person or within 2 business days if by telephone	Where contact in person, information to be provided in writing (4.7.1). Where consent required, must via disclosure statement, give accurate, verifiable and truthful	Type, frequency payment methods, prices, charges, tariffs, service levels, retailer's details, cancellation rights and charges, audit procedure, differences b/w contract and basic terms ERC,	Except for SC marketer must obtain written acknowledgement of providing info (7.1.1), by incorporating statement next to signature (7.1.3) covering list of items in appendix (7.1.4), which acknowledgements	After a Consumer has accepted an invitation to treat from a Marketer, the Marketer shall provide the following information, in writing, to the Consumer at or immediately before the Consumer enters into a	Silent NSW cont> together with a notice explaining right to rescind and a notice that may be used by the Consumer to rescind (7) full terms of contract including	NSW (requirement for written acknowledgment is likely to be more beneficial for consumers, but consider whether creates delay, e.g what happens when telephone contact?).

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
differences b/w SC, cooling-off, person arranging connection if not customer, security deposit, penalties for load variation or early termination, right to complain, existence of MCC, commencement of supply, that signing constitutes written consent, other info necessary for informed consent, right to enter NC (7.1.7). Must if requested must explain terms of SC (7.2).	the (a) name (b) postal address (c) date of commencement (d) prices etc (e) prices that are able to be changed (f) costs associated with entering (g) type and frequency of bills (h) payment methods (i) early termination charges (j) enforcement expenses that may become payable in event of breach (k) dispute resolution options (l) right to rescind (m) commission fee or reward (7.6).	information to the consumer (9.1). Disclosure statement to include name and address, commence date, prices, tariffs, costs, type and frequency of bills, payment methods, early termination charges, enforcement expenses, dispute resolution, right to rescind, commissions (6.1).	full terms of the contract where marketing reps contact off premises (6.3).	must be kept for 1 year (7.1.5).	contract with the Utility: (a) type and frequency of Accounts and payment methods (b) details of charges and service levels, plus any fees/ commissions Marketer receives (c) full name, address, tele number of Utility; (d) Consumer's entitlement to cooling-off period; (e) the length of the cooling-off period (f) rights to cancel or rescind contract and charges that would apply (30.3(a))	period (8) name and contact number of the Utility responsible for connection services, if not arranged by the Utility providing the supply service (9) Consumer's right to make a complaint and to whom it should be made (10) any other information reasonably necessary for the Consumer to make an informed decision about entering into a contract.	
Where marketer not retailer	Must provide identity of retailer where contact is in person (7.5.4(b)).	Retailer is responsible for conduct of any person employed, engaged or authorised to carry out marketing (2.3).	Silent	Marketer must provide retailer with written statement of compliance with MCC, which must not be false, misleading or deceptive (5.4). Before entering into a NC with a SRC the retailer must be satisfied that marketer has complied with the MCC (ESA 63I) and the marketer must	Where a Marketer is not a Utility, the Utility on whose behalf the Marketer is contracted must: (1) take steps to ensure that the Marketer meets the requirements set out in clause 27.1; and (2) obtain a written statement of compliance with the Code and all	Silent	NSW or ACT or Qld

Measure	QLD	SA	VIC	NSW	ACT	TAS	Current Best Practice
				<p>provide to the retailer a statement to that effect (ESA 63J).</p>	<p>applicable Laws where the Marketer introduces a Consumer to the Utility or where the Marketer arranges or facilitates a supply arrangement on behalf of that Utility (29(2)). A Utility remains bound by its licence conditions and is responsible for the activities of and representations made by any Agent, including for the purposes of Marketing (4.2).</p>		