

March 2009

Tasmanian Gas Retail Code

Version 2

First Issued: 15 July 2003 (Version 1)

Amended: 23 March 2009 (Version 2)

Table of Contents

1	THIS CODE	1
1.1	Purpose of this Code.....	1
1.2	Date of effect.....	1
1.3	Director of Gas bound.....	1
1.4	Definitions.....	1
1.5	Interpretation.....	1
1.6	Amendment to the Code.....	1
2	VARIATION OF TERMS AND CONDITIONS	2
3	RETAILER'S ROLE	2
4	DISCONNECTION OF SUPPLY FOR NON-PAYMENT	2
4.1	Disconnection.....	2
4.2	Notice of Disconnection.....	3
4.3	Restriction on Disconnection.....	4
5	OTHER GROUNDS FOR DISCONNECTION OF SUPPLY	4
6	RECONNECTION OF SUPPLY	5
6.1	Reconnection after disconnection for non-payment.....	5
6.2	Timing Requirements.....	6
7	COMPLAINT HANDLING AND DISPUTE RESOLUTION	6
8	ACCOUNTS	6
8.1	Account Cycle.....	6
8.2	Due Date for Payment.....	6
8.3	Due Date Reminder.....	6
8.4	Gas Accounts.....	7
8.5	Charges.....	8

9	RECOVERY OF UNDERCHARGES CAUSED BY ILLEGAL USE	8
10	RECOVERY OF UNPAID ACCOUNTS	8
11	CUSTOMER CHARTER	9
12	SECURITY	10
12.1	Security.....	10
12.2	Security Amount	10
12.3	Security Accounts.....	10
12.4	Use and Return of Security Deposits.....	11
13	ANNUAL RETURN	12
13.1	Information to be Included in Annual Return.....	12
13.2	Additional Report	12
13.3	Lodgement Date of Annual return.....	12
14	COMPLIANCE PLANS AND REPORTS	12
14.1	Compliance Plan	12
14.2	Consistency with Standards and Codes	12
14.3	Review by Director of Gas	12
15	DEFINITIONS AND INTERPRETATION.....	13
15.1	Definitions.....	13
15.2	Interpretation	16
	Schedule 1 – Protected Provisions	18
	Schedule 2 - Annual Returns	19

1 THIS CODE

1.1 Purpose of this Code

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

Explanatory note

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

1.2 Date of effect

This version of the Code takes effect on 23 March 2009.

1.3 Director of Gas bound

This Code binds the **Director of Gas** and clause 1.6(e) binds the **Minister**.

1.4 Definitions

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

1.5 Interpretation

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

1.6 Amendment to the Code

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

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

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

reasonable time for the making of representations in relation to a proposal and must consider any representations made.

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

2 VARIATION OF TERMS AND CONDITIONS

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

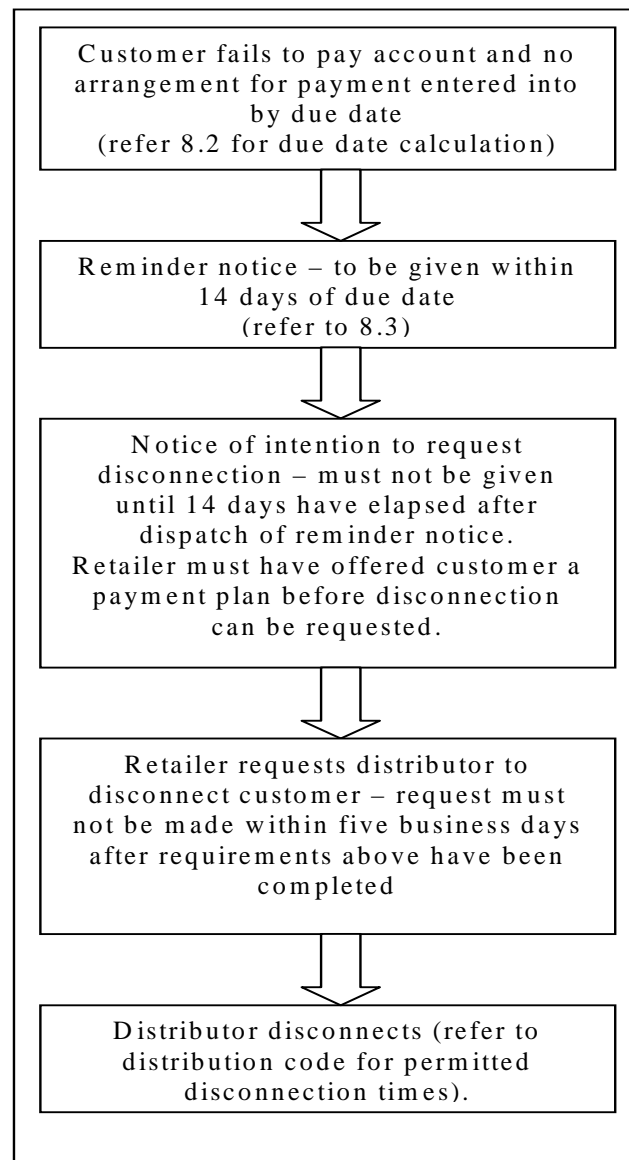
3 RETAILER'S ROLE

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

4 DISCONNECTION OF SUPPLY FOR NON-PAYMENT

4.1 Disconnection

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



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

4.2 Notice of Disconnection

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

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

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

4.3 Restriction on Disconnection

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

5 OTHER GROUNDS FOR DISCONNECTION OF SUPPLY

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

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

Explanatory Note

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

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

6 RECONNECTION OF SUPPLY

6.1 Reconnection after disconnection for non-payment

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

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

6.2 Timing Requirements

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

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

7 COMPLAINT HANDLING AND DISPUTE RESOLUTION

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

8 ACCOUNTS

8.1 Account Cycle

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

8.2 Due Date for Payment

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

8.3 Due Date Reminder

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

8.4 Gas Accounts

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

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

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

8.5 Charges

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

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

9 RECOVERY OF UNDERCHARGES CAUSED BY ILLEGAL USE

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

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

10 RECOVERY OF UNPAID ACCOUNTS

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

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

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

11 CUSTOMER CHARTER

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

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

12 SECURITY

12.1 Security

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

12.2 Security Amount

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

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

12.3 Security Accounts

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

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

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

12.4 Use and Return of Security Deposits

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

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

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

13 ANNUAL RETURN

13.1 Information to be Included in Annual Return

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

13.2 Additional Report

Every second year, to be counted from year [2004/05], the annual return is to be accompanied by a report prepared by a **reporter**, unless **Director of Gas** advises that the report is required less frequently.

13.3 Lodgement Date of Annual Return

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

14 COMPLIANCE PLANS AND REPORTS

14.1 Compliance Plan

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

14.2 Consistency with Standards and Codes

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

14.3 Review by Director of Gas

A **retailer** must consider any comments made by the **Director of Gas** on the **compliance plan** and, if required by the **Director of Gas**,

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

15 DEFINITIONS AND INTERPRETATION

15.1 Definitions

In this Code, unless the context otherwise reflects:-

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

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

“business day” means:

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

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

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

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

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

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

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

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

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

“disconnection” means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“notice” means notice in writing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.2 Interpretation

In this Code, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this Code; and
- (b) words importing the singular include the plural and vice versa; and
- (c) words importing a gender include any gender; and

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

Schedule 1 – Protected Provisions

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

Clause 1.3 - Director of Gas Bound

Clause 1.6 - Amendment to the Code

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

Schedule 2 - Annual Returns

Information required to be included in Annual Returns

Customer Numbers

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

Disconnections/reconnections for non-payment

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

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

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

Payment Plans

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

Late payment fees

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

Security Deposits

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

Customer Complaints

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

Compliance Plan

- details of the **retailer's** actual performance for the previous financial year against the standards, indicators and targets included in the **compliance plan**;
- if the **retailer's** actual performance is below the targets included in the **compliance plan**, the reasons for the failure to meet the targets and strategies for achieving the targets in the future;
- projections of the **retailer's** future performance against the standards, indicators and targets included in the **compliance plan**;

- a description of the strategies adopted or to be adopted by the **retailer** to achieve or exceed the performance targets included in the **compliance plan**; and
- details of the **retailer's** adherence to applicable Australian Standards.