

# Electricity Retail Supplier

**Energy — Reporting Manual**  
January 2013

## Amendment Record

Issue No	Date Issued	Reason/s for Amendment
RMERS/1	15/12/03	First release
RMERS/2	23/2/05	<ul style="list-style-type: none"> <li>▼ Minor amendments following 2003-04 reporting</li> <li>▼ Change to Type 1 reporting of Marketing Code of Conduct section 6.1.1</li> <li>▼ Additional template for 'nil returns'</li> <li>▼ Amendments to operating statistics</li> <li>▼ Inclusion of obligations imposed by MOR (B2B)</li> </ul>
RMERS/3	26/9/05	<ul style="list-style-type: none"> <li>▼ Amendment to Note 9 to operating statistics</li> </ul>
RMERS/4	22/11/06	<ul style="list-style-type: none"> <li>▼ Amendment to 6 monthly reporting arrangements</li> <li>▼ Amendment to immediate reporting arrangements for Marketing Code of Conduct section 6.1.1</li> <li>▼ Amendment to definition of 'direct marketing' in operating statistics</li> <li>▼ Amendments to operating statistics on supply discontinuance (to take effect from 1 July 2007).</li> </ul>
RMERS/5	28/5/07	<ul style="list-style-type: none"> <li>▼ Inclusion of a licence condition regarding accredited renewable energy sources (ES (General) Reg cl. 45B).</li> </ul>
RMERS/6	15/6/07	<ul style="list-style-type: none"> <li>▼ Minor amendment to explanatory notes for operating statistic C.4</li> </ul>
RMERS/7	22/11/07	<ul style="list-style-type: none"> <li>▼ Inclusion of licence obligations imposed by Electricity Supply (General) Amendment Regulation 2007</li> </ul>
RMERS/8	8/3/10	<ul style="list-style-type: none"> <li>▼ Inclusion of amendments to MOR (TRRES)</li> <li>▼ Amendments to explanatory notes for operating statistics B.2, B.3, C.1, E.1 and G.1.</li> <li>▼ Inclusion of new obligations imposed by Electricity Supply (General) Amendment (Customer Hardship) Regulation 2010 (effective 1 March 2010)</li> </ul>
RMERS/9	4/5/2011	<ul style="list-style-type: none"> <li>▼ Inclusion of licence condition regarding credit for electricity supplied by small retail customers.</li> <li>▼ Amendment of marketing obligations arising from new Energy Marketing Code of Conduct</li> <li>▼ Inclusion of retail price disclosure obligation</li> </ul>
RMERS/10	16/1/13	<ul style="list-style-type: none"> <li>▼ Amendment of licence obligations arising from the Electricity Supply (General) Amendment (Retail Supply) Regulation 2012 (effective 1 July 2012)</li> <li>▼ Inclusion of Ministerially-imposed licence condition 13 relating to supply of carbon tax and green scheme information on customer bills</li> <li>▼ Inclusion of requirement to provide results of annual audit of compliance with Marketing Code of Conduct for suppliers who have marketed to small retail customers.</li> </ul>

Inquiries about the Reporting Manual and electricity licensing in general should be addressed to:

Program Manager, Energy Compliance  
Independent Pricing and Regulatory Tribunal of New South Wales  
PO Box Q290, QVB Post Office NSW 1230  
T (02) 9113 7732



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# 1 Introduction

Businesses must ensure compliance with all licence conditions and other applicable obligations under the Act and regulations. The nature and extent of compliance measures a licence holder will need to establish and maintain will vary depending on the nature, scale and complexity of its business.

The obligations imposed on licence holders are across a range of policy-specific statutory instruments or other documents. To locate all obligations it is necessary to refer to a large number of source documents.<sup>1</sup>

To facilitate the common administration of the electricity and gas regimes, IPART has produced a series of reporting manuals, one for each licence and authorisation type. IPART will provide an annual report to the Minister for Energy on compliance by electricity and gas licence and authorisation holders.

6-monthly and immediate compliance reporting has also been introduced with respect to key obligations. All compliance reporting under the reporting manuals is exception-based.

This Reporting Manual explains IPART's approach to compliance monitoring and clarifies reporting requirements for holders of NSW electricity retail supplier licences. In particular, the Manual describes:

- ▼ detailed compliance reporting requirements including format and the reporting timetable (section 2)
- ▼ an explanation of licence obligations not covered in the manual (section 3) and
- ▼ the process for revision (section 4).

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<sup>1</sup> For example, it is a condition of licence/authorisation to comply with aspects of the *Electricity Supply Act 1995* and the *Gas Supply Act 1996*, aspects of regulations under those Acts, the Energy Marketing Code of Conduct and the Market Operations Rules.

## 2 Compliance reporting requirements

### 2.1 Classification of conditions

IPART has prioritised compliance reporting by classifying all licence obligations as Type 1, 2, or 3 based on an assessment of the potential impact of a breach on the Government's policy objectives.

**Type 1** licence obligations are limited to those licence obligations where a breach would have a critical impact on the Government's policy objective(s) and where the impact of that breach increases over time if it is not rectified quickly.

**Type 2** licence obligations are listed in this category if:

- ▼ a breach would seriously impact the Government's policy objective, and/or
- ▼ the obligation is 'new' or has not been complied with in previous years, and/or
- ▼ there is a need to raise businesses' awareness of the obligation.

**Type 3** licence obligations are all other obligations not listed in the above categories. Please note that some licence obligations that would otherwise seem likely to be classified as Type 1 or Type 2 may be classified as Type 3 where another agency monitors compliance on a more frequent basis.<sup>2</sup>

The category allocated determines the frequency of compliance reporting as follows:

- ▼ Type 1 – Immediate Notification
- ▼ Type 2 – 6-monthly<sup>3</sup>
- ▼ Type 3 – Annual.

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<sup>2</sup> For example, the NSW Department of Trade and Investment, Regional Infrastructure and Services (DTIRIS) actively monitors and requires independent audits of DNSPs' and reticulators' compliance with safety requirements and network management requirements. These obligations are supported by licence/authorisation conditions, but frequent reporting to IPART would duplicate reporting to DTIRIS and send a confusing signal as to which agency regulates safety.

<sup>3</sup> IPART amended the 6-monthly reporting arrangements from 2006/07. These arrangements are outlined at section 2.3.



Appendix F sets out the category allocated to each licence obligation.

Compliance reporting is exception based. Only breaches of licence obligations that are identified during a reporting period are reported.

## 2.2 Immediate Notification (Type 1 obligations)

Immediate notification takes the form of a telephone call to the *Program Manager* ((02) 9113 7732) or the *Director* ((02) 9290 8420) and follow-up written confirmation to IPART's Chief Executive Officer from the Chief Executive Officer (or equivalent)<sup>4</sup> of the business concerned within 5 business days. Notification must occur as soon as the event occurs, or as soon as a licensee becomes aware that the event has occurred or is likely to occur. The notification must include:

- ▼ extent and nature of the non-compliance (including whether and how many customers and/or other licence holders have been affected)
- ▼ reasons for non-compliance
- ▼ actions taken to rectify the breach and to prevent it reoccurring
- ▼ actual/anticipated date of full compliance.

For completeness, any breach that is subject to immediate notification should also be briefly summarised in the 6-monthly and annual compliance reports, including an update of any further actions taken by the licence holder in respect of the breach and an indication of whether any further breaches of the same obligation have occurred.

### 2.2.1 Marketing Code of Conduct section 6.1.1

Section 6.1.1 of the Marketing Code of Conduct provides:

A Marketer must not, when carrying out Marketing, engage in misleading, deceptive or unconscionable conduct whether by act or omission.

This obligation has been classified as a Type 1, however with respect to breaches and possible breaches of this obligation, the following compliance reporting procedure applies.

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<sup>4</sup> Some licence holders may not have CEOs. In these circumstances, an alternative officer who has day-to-day management control of the business may send written confirmation. If there is any doubt about who should send confirmation, businesses are requested to contact the Program Manager, Compliance.

### Possible breach of Marketing Code of Conduct section 6.1.1

A licensee must notify IPART immediately by telephone when it becomes aware of a possible breach of this obligation in the following situations:

- ▼ where there has been a significant increase in the marketing complaints received by the retailer, or
- ▼ where a retailer is aware that the matter has been reported by the media.

Notification must be directed to the *Program Manager* ((02) 9113 7732) or the *Director* ((02) 9290 8420).

The licensee must advise IPART of:

- ▼ the extent and nature of the possible breach
- ▼ the investigations it will perform to ascertain whether or not a breach has occurred
- ▼ the timing of such investigations
- ▼ any other relevant information.

The licensee must keep IPART informed of the progress of the investigation and must advise the Tribunal of the outcome of its investigation by telephone or email.

### Breach of Marketing Code of Conduct section 6.1.1

A licensee must notify IPART immediately by telephone or email when it determines it has breached this obligation in the following situations:

- ▼ where there has been a significant increase in the marketing complaints received by the retailer, or
- ▼ where a retailer is aware that the matter has been reported by the media.

Notification must be directed to the *Program Manager* ((02) 9113 7732) or the *Director* ((02) 9290 8420).

The licensee must advise IPART of:

- ▼ the extent and nature of the non-compliance (including whether and how many customers and/or other licensees have been affected)
- ▼ reasons for non-compliance
- ▼ actions taken to rectify the breach and to prevent it reoccurring
- ▼ actual/anticipated date of full compliance.

In addition, written confirmation of the above must be provided to IPART's Chief Executive Officer from the licensee's Chief Executive Officer (or equivalent) within 5 business days of the licensee's determination that a breach of this section has occurred in the situations outlined above.

### 2.3 6-monthly Reports (Type 2 obligations)

IPART amended the 6-monthly reporting arrangements from 2006/07. 6-monthly compliance reports are now only required from licensees in the following circumstances:

- ▼ new entrant retailers for a minimum period of 12 months from the commencement of supply and until a new entrant audit has been satisfactorily completed, and
- ▼ licensees whose compliance has been unsatisfactory, as determined by IPART on a case-by-case basis. These licensees will be notified by IPART of the 6-monthly reporting requirement.

Businesses subject to a 6-monthly reporting requirement must submit a statement signed by the Chief Executive Officer (or equivalent) that the business has complied with all obligations classified as Type 1 or Type 2 other than those identified in the report. Businesses should report only non-compliances that were identified during the reporting period.

If a business subject to a 6-monthly reporting requirement has breached a Type 1 or Type 2 licence obligation, it is also required to provide an exception report which details the:

- ▼ extent and nature of the non-compliance (including whether and how many customers and/or other licence holders have been affected)
- ▼ reasons for non-compliance
- ▼ actions taken to rectify the breach and to prevent it reoccurring
- ▼ actual/anticipated date of full compliance.

For completeness, any breach reported in the 6-monthly compliance report should be summarised in the annual compliance report, including an update of any further actions taken by the licence holder with respect to the breach and an indication of whether any further breaches of the same obligation have occurred.

The format of the 6-monthly compliance report forms Appendix B.

Where a licensee subject to a 6-monthly reporting requirement has either:

1. not supplied electricity in the July to December period, or
2. not breached any Type 1 or 2 obligations in the July to December period.

The regulatory compliance manager (or equivalent) of the licensee may send an email to this effect to [compliance@ipart.nsw.gov.au](mailto:compliance@ipart.nsw.gov.au).

## 2.4 Annual Reports (Type 3 obligations)

Businesses are required to submit an annual statement certifying that the business has complied with its licence obligations other than those identified in the report. Businesses should report only non-compliances that were identified during the reporting period. The annual compliance statement must be signed by:

- ▼ the Chief Executive Officer (or equivalent) and
- ▼ the Chairman of the Board or a duly authorised Board member other than the CEO.

Businesses that have breached a licence obligation are required to provide an exception report which details the:

- ▼ extent and nature of the non-compliance (including whether and how many customers and/or other licence holders have been affected)
- ▼ reasons for non-compliance
- ▼ actions taken to rectify the breach and to prevent it reoccurring
- ▼ actual/anticipated date of full compliance.

Annual operating statistics must also be provided as part of the annual compliance report.<sup>5</sup>

Retail suppliers that have marketed energy to small retail customers must also submit the results of their audits of compliance with the Marketing Code of Conduct as part of their Annual Compliance Report to IPART.

The format of the annual compliance report forms Appendix C.

A template for annual compliance reporting where a licensee has not supplied electricity in a year is at Appendix D.

## 2.5 6-monthly and Annual Reporting Cycle

The 6-monthly compliance report, covering the period July to December, must be submitted to IPART by businesses subject to a 6-monthly reporting requirement by not later than **10 February** in each year. The annual compliance report, covering the previous financial year must be submitted to IPART by not later than **31 August** in each year.

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<sup>5</sup> See section 2.7.

A checklist for 6-monthly and annual reporting forms Appendix A.

## 2.6 How to lodge 6-monthly and annual reports

Annual and 6-monthly compliance reports should be lodged electronically with a follow-up hard copy sent by mail. Name and contact details (phone, fax, email) of the primary contact IPART can liaise with when reviewing compliance should also be provided. An alternative contact for those times when the primary contact is unavailable should also be nominated.

Email addressed to: [compliance@ipart.nsw.gov.au](mailto:compliance@ipart.nsw.gov.au).

Hard copy addressed to:

The Chief Executive Officer  
Independent Pricing and Regulatory Tribunal of NSW  
PO Box Q290  
QVB Post Office NSW 1230

## 2.7 Annual Operating Statistics

As in previous years, electricity retail suppliers are required to submit operating statistics as part of the annual compliance report. New statistics on supply discontinuance were first included for reporting in 2007/08.

The current operating statistics are listed in Appendix E.

## 2.8 Compliance Audits

IPART will conduct periodic compliance audits. The scope and timing of these audits will depend on the results of previous compliance audits and each business' compliance history. Compliance audits will generally be combined systems<sup>6</sup> and performance audits.<sup>7</sup>

Due to the changing nature of the scope and timing of audits from year to year, obligations to be audited will not be outlined in the Reporting Manuals. The scope of an audit will be provided separately to all businesses concerned closer to the time of an actual audit.

<sup>6</sup> An audit of a business's compliance systems involves an examination of the systems and processes that the business has adopted in order to ensure that they comply with their obligations.

<sup>7</sup> An audit of a business's compliance performance involves an examination of the extent to which the business complies with its licence or authorisation conditions.

## 2.9 Rewarding strong compliance

In 2003, quarterly reporting was scaled back to 6-monthly reporting in recognition of licensees' good compliance history from the commencement of full retail competition. In 2006, IPART determined that the high level of compliance demonstrated by most licensees warranted amendments to the 6-monthly reporting arrangements to reward these licensees. 6-monthly reporting arrangements remain in place for some licensees and are outlined at section 2.3.

In coming years, individual businesses' compliance performance may warrant requiring them to report more or less frequently than the broad classification of reporting priority in the Reporting Manuals. IPART may scale back the frequency and/or extent of compliance reporting and auditing if a business has implemented a strong compliance system, receives an adequate compliance audit report, and demonstrates a good compliance history.

However, where businesses fail to comply with key conditions or do not implement an appropriate compliance system IPART may progressively increase the extent and frequency of compliance reporting and auditing. Where a business receives a marginal or inadequate compliance audit report, it will be subject to further investigations which may include an external audit.

Where non-compliance indicates significant problems with a business' compliance systems, the business may be required to undergo an external audit prior to or in conjunction with submitting their next annual compliance report to IPART. The purpose of the follow-up audit would be to obtain independent assurance that the information contained in the business's annual compliance report accurately represents its true position. The auditor may also be asked to comment on how the business' compliance system or performance might be improved.

### 3 Processes for revision

Appropriate reporting and auditing requirements for each obligation may vary over time to reflect businesses' previous compliance performance and evolving regulatory and government policy objectives.

Changes to the Reporting Manuals, including amendments to the classification of licence obligations may be necessary to:

- ▼ include new licence obligations
- ▼ delete redundant licence obligations
- ▼ reflect new government initiatives
- ▼ rectify problems identified through compliance monitoring and reporting.

Before making any significant revisions to the reporting requirements or operating statistics, IPART will undertake appropriate consultation with relevant licensees/authorisation holders and other interested stakeholders as appropriate. In determining the commencement date for new reporting arrangements, the Tribunal will have regard to licensees' need for a reasonable period to implement new arrangements.







## Appendices



## A Checklists for 6-monthly and annual reporting

### A.1 6-monthly reporting

By no later than **10 February** in each year, all retail suppliers subject to a 6-monthly reporting requirement must lodge:

- ▼ 6-monthly Compliance Report Certification.
  - ▼ Non-Compliance schedule.
  - ▼ Name and contact details (phone, fax, email) of the main person IPART can liaise with during February when assessing compliance. Please also nominate an alternative person for those times when the main contact is unavailable.
- } See templates at Appendix B

Regulatory compliance managers (or equivalent) of retail suppliers subject to a 6-monthly reporting requirement that have not supplied electricity or not breached any Type 1 or 2 obligations during the July to December period should send an email to this effect to [compliance@ipart.nsw.gov.au](mailto:compliance@ipart.nsw.gov.au).

### A.2 Annual Reporting

By no later than 31 August in each year, all retail suppliers must lodge:

- ▼ Annual Compliance Report Certification.
  - ▼ Non-Compliance schedule.
  - ▼ Operating Statistics.
  - ▼ Name and contact details (phone, fax, email) of the main person IPART can liaise with during September when assessing compliance. Please also nominate an alternative person for those times when the main contact is unavailable.
- } See templates at Appendix C&E

Retail suppliers that have marketed energy to small retail customers must also submit the results of their audits of compliance with the Marketing Code of Conduct as part of their Annual Compliance Report to IPART.

Retail suppliers that have not supplied electricity during the reporting period should lodge the Annual Compliance Report Certification – Nil Return at Appendix D.

## B 6-monthly compliance report format

6-monthly Compliance Report for the period July to December 20\_\_

Submitted by [name]

ACN:

To: The Chief Executive Officer  
Independent Pricing and Regulatory Tribunal of NSW  
PO Box Q290  
QVB Post Office NSW 1230

[Name] reports as follows:

1. This report documents compliance during [6 monthly period] with all obligations classified as Type 1 or Type 2 obligations in IPART's current Electricity Retail Supplier Reporting Manual [and Electricity Standard Supplier Reporting Manual, if applicable].
2. This report has been prepared by [name] with all due care and skill in full knowledge of conditions to which it is subject and in compliance with IPART's current Electricity Retail Supplier Reporting Manual [and Electricity Standard Supplier Reporting Manual, if applicable].
3. Schedule A provides information on all obligations with which [name] did not fully comply during [6 monthly period].
4. Other than the information provided in Schedule A, [name] has complied with all Type 1 and Type 2 obligations to which it is subject.
5. This compliance report has been approved and signed by the Chief Executive Officer (or equivalent)<sup>8</sup> of [name].

DATE: .....

Signed: .....

Name: .....

Designation: .....

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<sup>8</sup> Some licensees may not have CEOs. In these circumstances, an alternative officer who has day-to-day management control of the business may verify the report. If there is any doubt about who should sign the report, businesses are requested to contact the Program Manager, Compliance.

## Schedule A Non Compliances<sup>9</sup>

Table # <sup>10</sup>	List obligations breached, including a brief description of each obligation <sup>11</sup>	Describe:
		i Nature and extent of non-compliance (including whether and how many customers and/or other licence holders have been affected) ii Reasons for non-compliance iii Remedial action taken iv Actual anticipated date of full compliance

<sup>9</sup> Licensees should report only non-compliances that were identified during the reporting period.

<sup>10</sup> See Appendix E. Licensees should indicate, for example, Electricity Retail Supplier table #165.

<sup>11</sup> Licensees should include, for example: ES (General) Reg cl 30(5) – Supplier must accept payment in advance if requested by small retail customer.

## C Annual compliance report format

Annual Compliance Report for 20\_\_/\_

Submitted by [name]

ACN:

**To:** The Chief Executive Officer  
Independent Pricing and Regulatory Tribunal of NSW  
PO Box Q290  
QVB Post Office NSW 1230

[Name] reports as follows:

1. This report documents compliance during [financial year] with all obligations to which [name] is subject by virtue of its Electricity Retail Supplier Licence [and Electricity Standard Supplier Endorsement, if applicable].
2. This report has been prepared by [name] with all due care and skill in full knowledge of conditions to which it is subject and in compliance with the Tribunal's current Electricity Retail Supplier Reporting Manual [and Electricity Standard Supplier Reporting Manual, if applicable].
3. Schedule A provides information on all obligations with which [name] did not fully comply during [financial year].
4. Other than the information provided in Schedule A, [name] has complied with all conditions to which it is subject.
5. Statistical information about [name's] operations is provided in Schedule B.
6. The results of [name's] audit of compliance with the Marketing Code of Conduct [if applicable] is attached to this report.
7. This compliance report has been approved by the Chief Executive Officer (or equivalent)<sup>12</sup> and the Board of Directors of [name] at its meeting on [date].

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<sup>12</sup> Some licensees may not have CEOs. In these circumstances, an alternative officer who has day-to-day management control of the business may verify the report. If there is any doubt about who should sign the report, businesses are requested to contact the Program Manager, Energy Compliance.

DATE: ..... DATE: .....  
 Signed ..... Signed .....  
 Name: ..... Name: .....  
 Designation: ..... Designation: .....

### Schedule A Non Compliances<sup>13</sup>

Table # <sup>14</sup>	Reporting period in which the breach occurred <sup>15</sup>	List obligations breached, including a brief description of each obligation <sup>16</sup>	Describe: i Nature and extent of non-compliance (including whether and how many customers and/or other licence holders have been affected) ii Reasons for non-compliance iii Remedial action taken iv Actual anticipated date of full compliance
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<sup>13</sup> Licensees should report only non-compliances that were identified during the reporting period.

<sup>14</sup> See Appendix E. Licensees should indicate, for example, Electricity Retail Supplier table #165.

<sup>15</sup> Licensees should indicate whether the breach occurred in the first half of the financial year, the second half of the financial year, or both.

<sup>16</sup> Licensees should include, for example: ES (General) Reg cl 30(5) – Supplier must accept payment in advance if requested by small retail customer.

## D Annual compliance report format: NIL return

Annual Compliance Report: Nil Return for 20\_\_/\_\_

Submitted by [*name*]

ACN:

**To:** The Chief Executive Officer  
Independent Pricing and Regulatory Tribunal of NSW  
PO Box Q290  
QVB Post Office NSW 1230

I make the following declaration for and on behalf of the company:

1. The company currently holds the following New South Wales licence/authorisation(s):
  - Electricity retail supplier.
  - Natural Gas retail supplier.
  - Natural Gas reticulator.
2. During the reporting period, the company did not (indicate whichever is applicable):
  - supply electricity to retail customers in New South Wales
  - supply natural gas to any other person by means of a distribution pipeline in New South Wales
  - operate a distribution pipeline for the purpose of conveying natural gas to any other person in New South Wales.

*Note: This declaration must be signed and completed by the Chief Executive Officer (or equivalent) of the business.*

DATE: .....

Signed: .....

Name: .....

Designation: .....



## E Electricity operating statistics

### Schedule B Operating Statistics – Retail Suppliers

A	Customers (See Explanatory Note 1 at the end of this Schedule	Response
1	How many customers did the Licence Holder have as at 30 June?	#
2	How many residential small retail customers did the Licence Holder have as at 30 June?	#
3	How many non-residential small retail customers did the Licence Holder have as at 30 June?	#
4	How many small retail customers did the Licence Holder have as at 30 June?	#
<b>B.</b>	<b>Telephone service for account inquiries (See Note 2)</b>	
1	How many calls were made to the Licence Holder's account inquiries telephone service during the period?	#
2	How many calls dropped out or were abandoned?	#
3	How many calls to this service were answered by a human operator within 30 seconds?	#
<b>C.</b>	<b>Supply discontinuance (See Note 3)</b>	
1	How many residential small retail customers had their supply discontinued during the period for failing to pay an amount due to the Licence Holder?	#
2	How many non-residential small retail customers had their supply discontinued during the period for failing to pay an amount due to the Licence Holder?	#
3	Of those small retail customers in C.1 and C.2, how many had their supply discontinued on a Friday, Saturday, Sunday, public holiday, a day preceding a public holiday, or after 3.00pm on a day other than the days just mentioned?	#
4	Of those residential small retail customers in C.1, how many were on a payment plan prior to having supply discontinued?	#
5	Of those residential small retail customers in C.1, how many were pensioners?	#
6	Of those residential small retail customers in C.1, how many had supply discontinued at the same address for non-payment of an account on one or more other occasions within the period?	#
<b>D.</b>	<b>Supply recontinuance (See Note 4)</b>	
1	Of those residential small retail customers in C.1, how many subsequently had supply re-continued by the Licence Holder in that customer's same name?	
2	Of those non-residential small retail customers in C.3, how many subsequently had supply re-continued by the Licence Holder in that customer's same name?	

**E. Complaints (See Note 5)**

- |   |  |   |
|---|--|---|
| 1 | How many complaints did the Licence Holder receive during the period from small retail customers in relation to retail supply matters? | # |
| 2 | Of the complaints reported under E.1, how many were from:  |   |
|   | a. residential small retail customers?   | # |
|   | b. non-residential small retail customers?   | # |
| 3 | Of the complaints reported under E.1, how many were primarily about:   |   |
|   | a. Billing?  | # |
|   | b. Marketing?  | # |
|   | c. Other matters?  | # |

**F. Marketing (See Note 6)**

- |   |   |   |
|---|---|---|
| 1 | How many direct marketing contacts to small retail customers did the Licence Holder make during the period? | # |
|---|---|---|

**G. Transfers (See Note 7)**

- |   |   |   |
|---|---|---|
| 1 | How many customers did the Licence Holder transfer to itself during the period? | # |
|---|---|---|

**H. Security deposits (See Note 8)**

- |   |  |   |
|---|--|---|
| 1 | How many residential small retail customers had lodged security deposits with the Licence Holder as at 30 June?  | # |
| 2 | Of the security deposits from residential small retail customers that the Licence Holder held during the period, how many had the Licence Holder held for longer than 12 months?     | # |
| 3 | How many non-residential small retail customers had lodged security deposits with the Licence Holder as at 30 June?  | # |
| 4 | Of the security deposits from non-residential small retail customers that the Licence Holder held during the period, how many had the Licence Holder held for longer than 24 months? | # |

**I. Payment methods (See Note 9)**

- |   |   |   |
|---|---|---|
| 1 | How many of the Licence Holder's residential small retail customers were paying their bills under a direct debit arrangement from the customer's bank account as at 30 June?        | # |
| 2 | How many of the Licence Holder's residential small retail customers were paying off billing arrears under any instalment payment plan operated by the Licence Holder as at 30 June? | # |
| 3 | How many of the Licence Holder's residential small retail customers were using Centrelink's Centrepay facility to pay their bills with the Licence Holder as at 30 June?            |   |

**IJ Electricity Sales Volumes(See Note 10)**

- |   |  |     |
|---|--|-----|
| 1 | What were the Licence Holder's NSW electricity sales (in GWh) in the financial year? | GWh |
|---|--|-----|

## Explanatory Notes

### 1. Customers

'Customer' means the person in whose name an electricity account is held under one supply contract.

'Small retail customer' means a customer whose electricity consumption in NSW is no more than 160 megawatt hours per annum.

'Residential small retail customer' means a small retail customer who uses their premises primarily for residential purposes.

'Non-residential small retail customer' means a small retail customer who uses their premises primarily for non-residential purposes.

The customer statistics collected here will be used in conjunction with the other statistics in this schedule to derive operating measures (eg, percentages or numbers per 1,000). The customer numbers themselves will not be published without the Licence Holder's permission.

### 2. Telephone service for account inquiries

Only retailers who supplied small retail customers during the period are asked to report on their telephone service for account inquiries. Retailers who did not supply small retail customers should enter 'N/A' (not applicable) in the column.

The resulting measures that may be used in IPART's compliance report are:

- ▼ Percentage of calls answered within 30 seconds.
- ▼ Percentage of calls that dropped out or were abandoned by the caller.

These measures are based upon a guaranteed customer service standard established under clause 40 and Schedule 2, Part 2, clause 10(2) of the *Electricity Supply (General) Regulation 2001*. A supply contract between a retail supplier and a small retail customer must require a supplier to provide a telephone service that operates during business hours on which a person can be connected for not less than the price of a local telephone call and that can receive notice of, and give information concerning, customers' bills and customer connection services arranged by the supplier. An automated answering service satisfies this requirement only if it makes provision for the transfer of calls to a human operator.

Where an automated answering system is used, the 30 second time limit may be counted from the time that the system directs a caller to an operator or where a caller indicates a preference to be connected to an operator.

Where possible, licensees should not include calls that were satisfied by an automated answering system in its “dropped out or abandoned call” data. Where licensees’ phone systems cannot differentiate the reason for a caller discontinuing a call, the licensee should indicate this in its report to IPART.

### 3. Supply discontinuance

Only retailers who supplied small retail customers during the period are asked to report on supply discontinuances. Retailers who did not supply small retail customers should enter 'N/A' (not applicable) in the column.

Each instance that a customer’s supply is discontinued must be reported including when the premises become vacant subsequent to the commencement of disconnection action.

For clarification, supply discontinued under ‘new occupant supply arrangements’ should not be included. However, disconnection provisions outlined in clause 11 and clause 72 of the *Electricity Supply (General) Regulation 2001* still apply in these situations.

If a customer’s supply has been discontinued twice in the reporting year, two supply discontinuances must be reported.

‘Payment plan’ is an arrangement between a retailer and a customer for the customer to pay arrears and continued usage on their account according to an agreed payment schedule and capacity to pay. It does not include customers using a payment plan as a matter of convenience or for flexible budgeting purposes. Payment plans involve at least **3 instalments**. The plans enable customers to make payments in instalments, by arrears or advance, taking into account their capacity to pay. The key point about payment plans is that they enable a customer to continue to receive supply and avoid disconnection.

For the purpose of the disconnection statistic, ‘pensioners’ means customers receiving a pensioner energy rebate.

In relation to operating statistic C. 4 (“Of those residential small retail customers in C.1, how many were on a payment plan prior to having supply discontinued?”) all small retail customers who were on a payment plan during the 12 months prior to disconnection should be included.

The resulting measures that may be used in IPART’s compliance report are:

- ▼ Proportion of residential small retail customers whose supply was discontinued during the year for failing to pay an amount due.
- ▼ Proportion of non-residential small retail customers whose supply was discontinued during the year for failing to pay an amount due.

- ▼ Number and proportion of small retail customers whose supply was discontinued during the year at a prohibited time or on a prohibited day for failing to pay an amount due.
- ▼ Number and proportion of residential small retail customers who were on a payment plan prior to having supply discontinued.
- ▼ Number of pensioners whose supply was discontinued.
- ▼ Number and proportion of residential small retail customers whose supply was discontinued during the year on more than one occasion for failing to pay an amount due.

#### 4. Supply recontinuance

Only retailers who supplied small retail customers during the period are asked to report on supply recontinuances. Retailers who did not supply small retail customers should enter 'N/A' (not applicable) in the column.

The resulting measures that may be used in IPART's compliance report are:

- ▼ Proportion of residential small retail customers whose supply was recontinued in the same name after being discontinued during the year for failing to pay an amount due.
- ▼ Proportion of non-residential small retail customers whose supply was recontinued in the same name after being discontinued for failing to pay an amount due.

#### 5. Complaints

Only retailers who supplied small retail customers during the period are asked to report on customer complaints. Retailers who did not supply small retail customers should enter 'N/A' (not applicable) in the column.

'Complaint' means a written or verbal expression of dissatisfaction about an action, a proposed action, or a failure to act by a Licence Holder, its employees, agents or contractors. This includes failure by a Licence Holder to observe its published or agreed practices or procedures.

To avoid doubt complaints data is to include:

- ▼ complaints that have been resolved at the first point of contact, for example by a licensee's call centre
- ▼ complaints forwarded by the Energy & Water Ombudsman NSW (EWON) to the licensee for resolution.

Complaints data should be aggregated and reported using the EWON's methodology for allocating complaints into issues (ie, 'billing', 'marketing' and 'other matters').

The following measures may be published by IPART:

- ▼ Proportion of residential small retail customers that complained about retail supply matters.
- ▼ Proportion of non-residential small retail customers that complained about retail supply matters.
- ▼ Percentage of complaints from residential small retail customers that were related to billing, marketing and other matters.
- ▼ Percentage of complaints from non-residential small retail customers that were related to billing, marketing and other matters.

## 6. Marketing

Data on the total number of marketing contacts made to small retail customers in the compliance year is required to compare with the number of marketing complaints and breaches. Direct marketing includes door-to-door marketing and telemarketing.

Licensees should report the number of direct marketing contacts to small retail customers, not the number of small retail customers contacted for marketing purposes.

Licensee marketing rates will not be published without the Licensee's permission. Measures that may be published include marketing complaints/breaches as a percentage of the total number of direct marketing contacts to small retail customers during the compliance period.

## 7. Transfers

Data on the total number of customers transferred during the compliance year is required to provide some context for breaches involving customer transfers without consent. Standard retailers reporting on this statistic should include both in and out of area transfers.

It is important to monitor customer transfer statistics in a competitive retail market as systemic problems associated with customer transfers may impact market confidence.

Licensee transfer rates will not be published without the licensee's permission. Measures that may be published include customer transfers without consent expressed as a percentage of the total number of customers transferred during the compliance period.

## 8. Security deposits

Only retailers who supplied small retail customers during the period are asked to report on security deposits. Retailers who did not supply small retail customers should enter 'N/A' (not applicable) in the column.

The resulting measures that may be used in IPART's compliance report are:

- ▼ Percentage of residential small retail customers that lodged security deposits.
- ▼ Percentage of non-residential small retail customers that lodged security deposits.
- ▼ Average dollar value of security deposits held from residential small retail customers.
- ▼ Average dollar value of security deposits held from non-residential small retail customers.
- ▼ Number and percentage of security deposits held from residential and non-residential small retail customers that have been held for longer than 12 months and 24 months respectively.

## 9. Payment methods

Only retailers who supplied small retail customers during the period are asked to report on payment methods. Retailers who did not supply small retail customers should enter 'N/A' (not applicable) in the column.

Direct debits from a customer's bank account are to include direct debits from any financial institution, including a customer's credit card.

The resulting measures that may be used in IPART's compliance report are:

- ▼ Percentage of residential small retail customers using direct debit arrangements to pay their bills.
- ▼ Percentage of residential small retail customers paying off billing arrears under an instalment payment plan.
- ▼ Percentage of residential small retail customers using Centrelink's Centrepay bill payment facility.

## 10. Electricity Sales Volumes

The statistic collected here will be used to calculate electricity retailers' variable licence fee. This fee is based on retailers' market share for the financial year. The market share calculation is based on retailers' sales volume for the year.

Retailers' individual sales volumes will not be published without the licensee's permission.



F Electricity retail supplier licence conditions and obligations under licence conditions

#	Licence Condition	Obligations under Condition	Brief description of obligation	Type	Reporting	Verification	Equivalent Gas Obligation
1	ESA section 35(2)	ESA section 35(1)	Discrimination prohibited in supply of electricity.	3	Annual	CEO and Board	-
1a	ESA section 34A(2)	ESA section 34A(1)	A retail supplier must, in accordance with the regulations, pay a small retail customer an amount representing the amount of any credit recorded under ESA section 15A for electricity supplied by the small retail customer or reduce an amount payable by the customer by an amount representing that amount of credit.	3	Annual	CEO and Board	-
2	ESA section 38	ESA section 38	A retail supplier must not supply electricity to the premises of a retail customer otherwise than under a customer supply contract.	2	6 monthly	CEO	Gas Supply (NGRC) Reg cl 42(1)
3	ESA section 38A(6)	ESA section 38A(5)	A negotiated customer supply contract with a small retail customer must comply with the requirements prescribed by the Reg.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg cl 42(2)(c)
4	ESA section 38A(6)	ES (General) Reg Schedule 1, cl 1(1)	Supplier must use best endeavours to ensure that customer contract expressed unambiguously and in plain English.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg Schedule 1, cl 1(1)
5	ESA section 38A(6)	ES (General) Reg Schedule 1, cl 1(2)	Words in customer contract must be printed in a style and size that is easy to read.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg Schedule 1, cl 1(2)
6	ESA section 38A(6)	ES (General) Reg Schedule 1, cl 1(3)	A supplier's customer supply contracts must contain certain matters.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg Schedule 1, cl 1(3)
7	ESA section 38A(6)	ES (General) Reg Schedule 1, cl 2(1)	A supplier's contracts must contain certain matters related to charges.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg Schedule 1, cl 3(1)

#	Licence Condition	Obligations under Condition	Brief description of obligation	Type	Reporting	Verification	Equivalent Gas Obligation
8	ESA section 38A(6)	ES (General) Reg Schedule 1, cl 2(2)	A supplier's contracts must provide that customer is not liable to pay any charge unless the amount of, or basis for the calculation of the amount of, the charge is set out in the contract.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg Schedule 1, cl 3(2)
9	ESA section 38A(6)	ES (General) Reg Schedule 1, cl 2(3)	The rate at which interest may be charged on an unpaid account under a customer contract must not exceed a certain rate.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg Schedule 1, cl 3(3)
10	ESA section 38A(6)	ES (General) Reg Schedule 1, cl 4	A supplier's contracts must separately provide for certain matters relating to security deposits.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg Schedule 1, cl 5
11	ESA section 38A(6)	ES (General) Reg Schedule 1, cl 5(1)	A supplier's contracts must contain provisions establishing minimum standards of service	3	Annual	CEO and Board	Gas Supply (NGRC) Reg Schedule 1, cl 6(1)
12	ESA section 38A(6)	ES (General) Reg Schedule 1, cl 5(2)	The minimum standards of service must separately provide for or deal with certain matters (such as the quality and reliability of services).	3	Annual	CEO and Board	Gas Supply (NGRC) Reg Schedule 1, cl 6(2)
13	ESA section 38A(6)	ES (General) Reg Schedule 1, cl 6	A supplier's negotiated contracts must contain certain matters (such as particulars of customer's premises & manner of variation).	3	Annual	CEO and Board	Gas Supply (NGRC) Reg Schedule 1, cl 7
14a	ESA section 38A(6)	ES (General) Reg Schedule 1, cl 7(1)	A supplier's contract must prohibit the supplier from disconnecting the customer's premises, or requesting disconnection from the distribution system on certain grounds (e.g. life support system in use).	1	Within 5 days	CEO	Gas Supply (NGRC) Reg Schedule 1, cl 8(1)
14b	ESA section 38A(6)	ES (General) Reg Schedule 1, cl 7(2)	A supplier's contract must prohibit the supplier from disconnecting the customer's premises, or requesting disconnection from the distribution system on the ground of non-payment of a bill if the amount outstanding is less than \$300 and the customer has agreed to pay the amount.	1	Within 5 days	CEO	Gas Supply (NGRC) Reg Schedule 1, cl 8(3)

#	Licence Condition	Obligations under Condition	Brief description of obligation	Type	Reporting	Verification	Equivalent Gas Obligation
15	ESA section 38A(6)	ES (General) Reg Schedule 2, cl 1	A supplier's contract must contain the different rates for different categories of electricity supplied, if each category is measured separately.	3	Annual	CEO and Board	-
16	ESA section 38A(6)	ES (General) Reg Schedule 2, cl 2(1)	A supplier's contract must provide that charges are to be based on the customer's measured or estimated consumption during a billing period.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg Schedule 1, cl 2(1)
17	ESA section 38A(6)	ES (General) Reg Schedule 2, cl 2(2)	A supplier's contract must require that metered consumption is to be measured at intervals of not less than 6 months.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg Schedule 1, cl 2(2)
18	ESA section 38A(6)	ES (General) Reg Schedule 2, cl 2(3)	A supplier's contract must require that the supplier reconcile any charges paid by the customer with the consumption measured.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg Schedule 1, cl 2(3)
19	ESA section 38A(6)	ES (General) Reg Schedule 2, cl 3(1)	A supplier's contract must provide for the supply of electricity to commence on the day specified by the supplier, being a day not less than 10 days after the commencement of the contract.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg Schedule 1, cl 9(1)
20	ESA section 38A(6)	ES (General) Reg Schedule 2, cl 3(3)	A supplier's contract must provide that a customer who has been supplied by a supplier immediately before the commencement of the supply under this contract is liable to the supplier under this contract in certain circumstances. The contract may not make the customer liable for payment for supply in respect of any earlier period.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg Schedule 1, cl 9(3)
21	ESA section 38A(6)	ES (General) Reg Schedule 2, cl 4(1)	A supplier's contract must enable the supplier to arrange, on behalf of the customer, for connection services to be provided to the premises.	3	Annual	CEO and Board	-
22	ESA section 38A(6)	ES (General) Reg Schedule 2, cl 4(2)	A supplier's contract must not prevent the customer from making arrangements directly with the service provider for the provision of connection services.	3	Annual	CEO and Board	-

#	Licence Condition	Obligations under Condition	Brief description of obligation	Type	Reporting	Verification	Equivalent Gas Obligation
23	ESA section 38A(6)	ES (General) Reg Schedule 2, cl 4(3)	A supplier's contract must require the customer to pay to the supplier the charges for connection services provided by the services provided and arranged by the supplier.	3	Annual	CEO and Board	-
24	ESA section 38A(6)	ES (General) Reg Schedule 2, cl 4(4)	A supplier's contract must apply to charges for connection services arranged by the supplier in the same way as it applies to charges payable under the contract.	3	Annual	CEO and Board	-
25	ESA section 38A(6)	ES (General) Reg Schedule 2, cl 5(1)	A supplier's contract must require the customer to give the supplier not less than 72 hours' notice of the customer's desire for supply to be discontinued.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg Schedule 1, cl 10(1)
26	ESA section 38A(6)	ES (General) Reg Schedule 2, cl 6(1)	A supplier's contract must enable the customer to transfer, or be transferred, to another supplier if last resort supply arrangements are implemented.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg Schedule 1, cl 11(1)
27	ESA section 38A(6)	ES (General) Reg Schedule 2, cl 6(2)	A supplier's contract must provide that the supplier is not entitled to be paid any compensation or other payment by the customer in respect of any such transfer.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg Schedule 1, cl 11(2)
28	ESA section 38A(6)	ES (General) Reg Schedule 2, cl 7(1)	A supplier's negotiated customer contract must confer on the customer a right to terminate the contract (orally or in writing) within 10 days after the date the contract is entered into, or the date a copy of the contract is received by the customer, whichever is the later.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg Schedule 1, cl 12(1)
28a	ESA section 38A(6)	ES (General) Reg Schedule 2, cl 7(1A)	A supplier's negotiated customer contract must require the supplier to provide the customer with a record of contract termination under a cooling off period,	3	Annual	CEO and Board	Gas Supply (NGRC) Reg Schedule 1, cl 12(1A)
29	ESA section 38A(6)	ES (General) Reg Schedule 2, cl 7(2)	A supplier's negotiated customer contract must provide that the supplier is not entitled to any compensation as a consequence of any such termination.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg Schedule 1, cl 12(2)

#	Licence Condition	Obligations under Condition	Brief description of obligation	Type	Reporting	Verification	Equivalent Gas Obligation
30	ESA section 38A(6)	ES (General) Reg Schedule 2, cl 8(1)	A supplier's negotiated customer supply contract must enable the supplier to discontinue supply if the period of supply under the contract ends or if the person who owns or occupies the premises has done certain things.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg Schedule 1, cl 13(1)
31	ESA section 38A(6)	ES (General) Reg Schedule 2, cl 9(1)	A supplier's negotiated customer supply contract must provide that the supplier may not use any part of a security deposit to recover amounts due in respect of charges other than those related to supply of electricity or connection services arranged by the supplier.	3	Annual	CEO and Board	-
32a	ESA section 38A(6)	ES (General) Reg Schedule 2, cl 9(2)	A supplier's negotiated customer supply contract must set out the basis for calculation of charges that will apply if the customer is supplied for a subsequent period under the contract.	3	Annual	CEO and Board	-
32b	ESA section 38A(6)	ES (General) Reg Schedule 2, cl 9B(1)	A supplier's negotiated customer supply contract must provide for termination of the contract in certain circumstances.	3	Annual	CEO and Board	-
32c	ESA section 38A(6)	ES (General) Reg Schedule 2, cl 9B(2)	A supplier's negotiated customer supply contract must not require the customer to give more than 20 days notice of termination of the contract.	3	Annual	CEO and Board	-
33	ESA section 38A(6)	ES (General) Reg Schedule 2, cl 10(1)	A supplier's contract must require the supplier to inform the customer about any relevant telephone service that operates 7 days a week and 24 hours a day, being a service with certain features.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg Schedule 1, cl 14(1)
34	ESA section 38A(6)	ES (General) Reg Schedule 2, cl 10(2)	A supplier's contract must require the supplier to provide a telephone service that operates during business hours and has certain features.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg Schedule 1, cl 14(2)
35	<b>Obligation deleted</b>	<b>Obligation deleted</b>	A supplier's contract must provide that if the supplier is more than 15 minutes late for an appointment, the supplier must pay the customer not less than \$25.				Gas Supply (NGRC) Reg Schedule 1, cl 19

#	Licence Condition	Obligations under Condition	Brief description of obligation	Type	Reporting	Verification	Equivalent Gas Obligation
36	ESA section 38A(6)	ES (General) Reg Schedule 2, cl 12(2)	A supplier's contract must require that supplier not to take action to discontinue supply unless it has done certain things (eg, give 2 notices and attempt to deal with in person).	1	Within 5 days	CEO	Gas Supply (NGRC) Reg Schedule 1, cl 15(2)
37	ESA section 38A(6)	ES (General) Reg Schedule 2, cl 12(3)	A supplier's contract must require that any notice of the supplier's intention to discontinue supply must contain certain information (e.g. grounds authorising discontinuance & customer's rights).	1	Within 5 days	CEO	Gas Supply (NGRC) Reg Schedule 1, cl 15(3)
38	ESA section 38A(6)	ES (General) Reg Schedule 2, cl 12(4)	A supplier's contract must require supplier to use best endeavours to contact customer outside business hours if previous attempts were unsuccessful because of a failure to make contact (relating to discontinuance).	1	Within 5 days	CEO	Gas Supply (NGRC) Reg Schedule 1, cl 15(4)
39	ESA section 38A(6)	ES (General) Reg Schedule 2, cl 12(5)	A supplier's contract must require supplier to document all action taken to contact customer (relating to discontinuance).	1	Within 5 days	CEO	Gas Supply (NGRC) Reg Schedule 1, cl 15(5)
40	ESA section 38A(6)	ES (General) Reg Schedule 2, cl 12(6)	A supplier's contract must require supplier not to take action to discontinue supply until after certain events.	1	Within 5 days	CEO	Gas Supply (NGRC) Reg Schedule 1, cl 15(6)
40a	ESA section 38A(6)	ES (General) Reg Schedule 2, cl 12(7)	A supplier's contract must require that the supplier not discontinue supply for failure to pay if the customer applies for assistance under the supplier's payment plan before a certain date.	1	Within 5 days	CEO	Gas Supply (NGRC) Reg Schedule 1, cl 15(7)
41	<b>Obligation deleted</b>	<b>Obligation deleted</b>	A supplier's contract must require supplier to give customer notice when premises have been disconnected from a distribution system on the request of the supplier.				Gas Supply (NGRC) Reg Schedule 1, cl 16(1)
42	<b>Obligation deleted</b>	<b>Obligation deleted</b>	A supplier's contract must require that a disconnection notice contain certain information (eg, grounds for disconnection, how to reconnect).				Gas Supply (NGRC) Reg Schedule 1, cl 16(2)

#	Licence Condition	Obligations under Condition	Brief description of obligation	Type	Reporting	Verification	Equivalent Gas Obligation
43	<b>Obligation deleted</b>	<b>Obligation deleted</b>	A supplier's contract must require supplier to promptly notify service provider of a customer's request for reconnection.				
44	ESA section 63D(2)	MOR (ACS) cl 4.1	Supplier must arrange for customer connection services under a standard form customer connection contract by applying to DNSP on behalf of customer, unless customer otherwise requests.	3	Annual	CEO and Board	
45	ESA section 63D(2)	MOR (ACS) cl 4.3	As soon as practicable after applying to DNSP, supplier must forward a summary of terms and conditions of contract to customer.	3	Annual	CEO and Board	
46	ESA section 63D(2)	MOR (ACS) cl 4.4	Where a customer requests connection service to be provided other than under standard form contract, supplier must provide DNSP contact details.	3	Annual	CEO and Board	
47	ESA section 63D(2)	MOR (ACS) cl 6.6	Supplier must notify DNSP as soon as possible where customer has requested, and supplier has agreed, to be billed by the retail supplier for connection services.	3	Annual	CEO and Board	
48	ESA section 63D(2)	MOR (ACS) cl 7.1	Supplier is to pay to DNSP all charges for arranged connection services billed within 20 business days or such other time as agreed.	3	Annual	CEO and Board	
49	ESA section 63D(2)	MOR (ACS) cl 7.2	From 1/7/02 supplier must pay DNSP for arranged connection services billed within 16 business days or such other time as agreed.	3	Annual	CEO and Board	
50	ESA section 63D(2)	MOR (ACS) cl 7.5	Supplier must give a notice of disputed amount not less than 3 business days before the due date, where supplier disputes bill.	3	Annual	CEO and Board	
51	ESA section 63D(2)	MOR (ACS) cl 8.1	Supplier must pay interest on any outstanding amount where it does not pay a DNSP for all arranged connection services specified in bill.	3	Annual	CEO and Board	
52	ESA section 63D(2)	MOR (ACS) cl 8.2	Supplier is liable to pay interest on any unpaid amount if a part of a disputed amount is determined to be payable by the supplied in accordance with dispute resolution procedures.	3	Annual	CEO and Board	



#	Licence Condition	Obligations under Condition	Brief description of obligation	Type	Reporting	Verification	Equivalent Gas Obligation
53	ESA section 63D(2)	MOR (ACS) cl 9.1	Supplier must provide DNSP with information requested relating to provision of arranged connection services to a customer.	3	Annual	CEO and Board	
54	ESA section 63D(2)	MOR (ACS) cl 9.2	Supplier must communicate to DNSP certain matters within a certain period of time.	2	6 monthly	CEO	
55	ESA section 63D(2)	MOR (ACS) cl 9.5	The obligations of the supplier under para 9.2 must be included as a standard of service required to be provided to the customer under Schedule 1 of the reg.	3	Annual	CEO and Board	
56	ESA section 63D(2)	MOR (ACS) cl 12.2	Supplier must provide to DNSP certain information in its possession as soon as practicable.	3	Annual	CEO and Board	
57	ESA section 63D(2)	MOR (ACS) cl 13	Supplier must keep a record of all correspondence between it and a DNSP for 18 months.	2	6 monthly	CEO	
58	ESA section 63D(2)	MOR (ACS) cl 14	Any dispute under this Rule between a DNSP and supplier is to be resolved by agreement or must be submitted to commercial arbitration.	3	Annual	CEO and Board	
59	ESA section 63D(2)	MOR (NUOS) cl 6	If a DNSP and retail supplier reach agreement on matters under this Rule or under the Code, the agreement must incorporate the rights and obligations set out in cl 7 of this Rule (charging and billing) and be subject to cl 7 and must be consistent with the rights and obligations of the parties as Code Participants.	3	Annual	CEO and Board	
60	ESA section 63D(2)	MOR (NUOS) cl 8.1	Supplier must pay NUOS Service Charges by the due date for payment.	3	Annual	CEO and Board	
61	ESA section 63D(2)	MOR (NUOS) cl 8.3	Supplier must give a Notice of Disputed Amount not less than 3 business days before the due date where it disputes payment.	3	Annual	CEO and Board	
62	ESA section 63D(2)	MOR (NUOS) cl 8.4	Supplier may withhold payment of disputed amount, but not other amounts contained in bill, where it has given a Notice of Disputed Amount.	3	Annual	CEO and Board	
63	ESA section 63D(2)	MOR (NUOS) cl 9.1	Supplier is liable to pay interest on any outstanding amount where it does not pay a DNSP all NUOS Service Charges specified in the bill by the due date.	3	Annual	CEO and Board	

#	Licence Condition	Obligations under Condition	Brief description of obligation	Type	Reporting	Verification	Equivalent Gas Obligation
64	ESA section 63D(2)	MOR (NUOS) cl 9.2	Supplier is liable to pay interest on any unpaid amount if a disputed amount is determined to be payable in accordance with dispute resolution procedures.	3	Annual	CEO and Board	
65	ESA section 63D(2)	MOR (NUOS) cl 15.1	Supplier must provide credit support in accordance with a Notice of Request for Credit Support within 5 business days.	3	Annual	CEO and Board	
66	ESA section 63D(2)	MOR (NUOS) cl 15.2	Supplier must ensure that at all times the aggregate and undrawn amounts of the then current and valid Credit Support held by the DNSP are not less than the current Required Credit Support Amount.	3	Annual	CEO and Board	
67	ESA section 63D(2)	MOR (NUOS) cl 15.3	Supplier must ensure, in the case where any current Credit Support is due to expire or terminate, that the DNSP is notified at least 10 days prior to expiry or termination and the replacement Credit Support is in place and effective from date of expiry or termination.	3	Annual	CEO and Board	
68	ESA section 63D(2)	MOR (NUOS) cl 15.4	Supplier must procure the replacement amount to restore the Required Credit Support Amount within 24 hours of receiving a request from the DNSP.	3	Annual	CEO and Board	
69	ESA section 63D(2)	MOR (Metering) cl 6.2.1	If a retailer wants to introduce a new tariff or change an existing tariff which requires new or different metering equipment to be operated in a different manner, the retailer must seek agreement with the LNSP or the Responsible Person prior to its introduction.	3	Annual	CEO and Board	
70	ESA section 63D(2)	MOR (Metering) cl 6.2.2	Where tariffs for the sale of electricity to a customer in respect of an electrical installation are based on different rates according to the time of day, the metering equipment must have certain features.	3	Annual	CEO and Board	
71	ESA section 63D(2)	MOR (Metering) cl 6.3.2.2(b)	The costs of replacing seals which are broken by a retailer are to be borne by the retailer.	3	Annual	CEO and Board	

#	Licence Condition	Obligations under Condition	Brief description of obligation	Type	Reporting	Verification	Equivalent Gas Obligation
72	ESA section 63D(2)	MOR (Metering) cl 6.4.6(a)(3)	Costs incurred by an LNSP of testing metering equipment under clause 6.4 are to be paid by the retailer if a test is requested by the retailer and demonstrates that the metering equipment is not defective.	3	Annual	CEO and Board	
73	ESA section 63D(2)	MOR (Metering) cl 6.5.2	Where metering equipment needs replacing and a retailer on behalf of a first tier customer requests an LNSP to provide a type of equipment which is different from the type the LNSP would otherwise provide, the retailer on behalf of a first tier customer must bear any additional costs incurred in providing and installing the different equipment.	3	Annual	CEO and Board	
74	ESA section 63D(2)	MOR (Metering) cl 7.1.1(d)	If a retailer on behalf of a first tier customer requests an LNSP to provide a type of metering equipment which is different from the type the LNSP otherwise would provide, the retailer on behalf of a first tier customer must bear any costs incurred by the LNSP and/or ASP providing and installing the equipment in excess of the costs of providing the other type of equipment.	3	Annual	CEO and Board	
75	ESA section 63D(2)	MOR (Metering) cl 7.1.1(h)(2)	The cost of providing and installing new metering equipment under clause 7.1.1(g) shall be paid by the retailer for installation resulting from a change to the retail tariff.	3	Annual	CEO and Board	
76	ESA section 63D(2)	MOR (Metering) cl 9.2.2(a)	A retailer must keep metering data confidential and use reasonable endeavours to protect and preserve confidentiality.	3	Annual	CEO and Board	
77	ESA section 63D(2)	MOR (Metering) cl 9.2.2(b)	A retailer must not disclose a customer's metering data, must only use or reproduce a customer's metering data for the purpose for which it was collected, must not disclose or provide access to data to any person without the written consent of the customer and must ensure that the data and other information obtained from a customer is treated in accordance with the consent of the customer.	3	Annual	CEO and Board	

#	Licence Condition	Obligations under Condition	Brief description of obligation	Type	Reporting	Verification	Equivalent Gas Obligation
78	ESA section 63D(2)	MOR (Metering) cl 9.2.2(d)	In the case of a disclosure under clauses 9.2.2(c)(2) and 9.2.2(c)(8), the retailer making the disclosure must inform the disclosee of the confidentiality of the metering data and use reasonable endeavours to ensure that the disclosee keeps the metering data confidential.	3	Annual	C EO and Board	
79	ESA section 63D(2)	MOR (Metering) cl 10.3.2(a)	If a substitution is made to metering data the retailer when issuing a bill to a first tier customer must inform the customer when a substitution is made and the basis on which the substitution has been made.	3	Annual	CEO and Board	
80	ESA section 63D(2)	MOR (Metering) cl 10.3.2(b)	Where tests under cl 10.3.1(a)(1) or 10.3.1(b)(1) demonstrate that there has been a failure of the metering equipment or that a measurement error exists, the metering data must be substituted in accordance with cl 10.3.1(a)(2) or 10.3.1(b)(2).	3	Annual	CEO and Board	
81	ESA section 63D(2)	MOR (Metering) cl 10.9.1	If a retailer on behalf of a first tier customer, requests an LNSP to provide a type of metering equipment which is different from the type the LNSP otherwise would provide, the retailer on behalf of a first tier customer, must bear any costs incurred by the LNSP for metering data services in excess of those which the LNSP would otherwise have incurred.	3	Annual	CEO and Board	
82	ESA section 63D(2)	MOR (Metering) cl 11.1.2(a)	If a substitution is made to metering data, the retailer, when issuing a bill to a second tier customer must inform the customer when a substitution is made and the basis on which the substitution has been made.	3	Annual	CEO and Board	
83	ESA section 63D(2)	MOR (TRRES) cl 4.1	Supplier must not initiate or effect the transfer of a small retail customer to a third party without the customer's written consent except where the transfer forms part of the sale, transfer or other disposal to that third party of all or substantially all of the supplier's business of supplying electricity by retail.	2	6 monthly	CEO	
84	ESA section 63D(2)	MOR (TRRES) cl 4.3	Supplier must retain any written consent to a transfer from a small retail customer for at least 2 years.	2	6 monthly	CEO	

#	Licence Condition	Obligations under Condition	Brief description of obligation	Type	Reporting	Verification	Equivalent Gas Obligation
85	ESA section 63D(2)	MOR (TRRES) cl 5.1	Supplier may not flag a dispute or withhold approval with respect to the transfer of a small retail customer on certain grounds.	3	Annual	CEO and Board	
86	ESA section 63D(2)	MOR (TRRES) cl 5.3	Supplier may not flag a dispute or withhold approval on the ground of contractual impediment.	3	Annual	CEO and Board	
87	ESA section 63D(2)	MOR (TRRES) cl 6.1	Resolution of disputes between licence holders with respect to the interpretation or applicability, or any actions und, the NEMMCO Transfer Systems is to be dealt with under a dispute management system of a type required to be established in accordance with the NEC.	3	Annual	CEO and Board	
88	ESA section 63D(2)	MOR (TRRES) cl 9.4	Supplier must employ reasonable endeavours to obtain certain information through the NMI Discovery Service before requesting it from a DNSP.	3	Annual	CEO and Board	
89	ESA section 63D(2)	MOR (TRRES) cl 11	Supplier must notify the DNSP within 2 business days where the supplier determines whether or not a customer is a small retail customer and the determined classification differs from that stored in the NEMMCO Transfer Systems.	3	Annual	CEO and Board	
90	ESA section 63D(2)	MOR (TRRES) cl 12.1	A New Retailer must ensure that the 10-day cooling-off period provided to a small retail customer on entering a negotiated contract has elapsed before all approvals for a transfer are completed.	3	Annual	CEO and Board	
91	ESA section 63D(2)	MOR (TRRES) cl 12A.1	Supplier must not complete the transfer of a small retail customer unless there is a Scheduled Meter Reading or a Special Meter Reading. This was a transitional requirement that ceased to apply on 30 June 2003.	-	-	-	
92	ESA section 63D(2)	MOR (RoLR) cl 3	Where a customer has entered into a contract for supply with a new retail supplier and a transfer of the customer to the new retail supplier has been entered into MSATS but has not been completed before a last resort supply event occurs, a new retail supplier and an old retail supplier must do certain things.	3	Annual	CEO and Board	

#	Licence Condition	Obligations under Condition	Brief description of obligation	Type	Reporting	Verification	Equivalent Gas Obligation
93	ESA section 63D(2)	MOR (RoLR) cl 7.3	If the DNSP consents to alternative last resort supply arrangements, the retail supplier with whom the customer contracts must inform NEMMCO and the DNSP of the alternative arrangements as soon as practicable.	3	Annual	CEO and Board	
94	ESA section 63D(2)	MOR (RoLR) cl 8.2	A supplier must keep or have access to a record of all the data of the type referred to in clause 12.1 of the MOR (ACS) with respect to the premises of their customers and former customers.	2	6 monthly	CEO	
95	ESA section 63D(2)	MOR (RoLR) cl 8.3	A supplier who is the subject of a last resort supply event must provide a DNSP with certain information within a specified period of time.	3	Annual	CEO and Board	
96	ESA section 63D(2)	MOR (RoLR) cl 8.6	A supplier who is the subject of a last resort supply event must provide a DNSP with information categorised by the relevant NMI and billing address for the premises, unless otherwise agreed with the DNSP and RoLR.	3	Annual	CEO and Board	
97	ESA section 63D(2)	MOR (RoLR) cl 9	Any disputes arising under MOR (RoLR) are to be dealt with under a certain dispute management system.	3	Annual	CEO and Board	
97a	ESA section 63D(2)	MOR (B2B) cl 6.1	A supplier must participate in an approved B2B scheme.	3	Annual	CEO and Board	
97b	ESA section 63D(2)	MOR (B2B) cl 6.2	A supplier must comply with the provisions of the approved B2B scheme.	3	Annual	CEO and Board	
97c	ESA section 63D(2)	MOR (B2B) cl 6.3	A supplier must provide information about the operation of the approved B2B scheme to the Minister or the Minister's nominee as required.	3	Annual	CEO and Board	
97d	ESA section 63D(2)	MOR (B2B) cl 7.1	A supplier must do all such things necessary to ensure it establishes, maintains and operates systems, processes and procedures that are compatible and compliant with the B2B procedures as prescribed by the rules of the approved B2B scheme.	3	Annual	CEO and Board	
97e	ESA section 63D(2)	MOR (B2B) cl 7.2	A supplier must supply all necessary data to support and comply with the procedures of the approved B2B scheme.	3	Annual	CEO and Board	

#	Licence Condition	Obligations under Condition	Brief description of obligation	Type	Reporting	Verification	Equivalent Gas Obligation
97f	ESA section 63D(2)	MOR (B2B) cl 7.3	All data transferred from the supplier's systems must be in accordance with the requirements of the approved B2B scheme.	3	Annual	CEO and Board	
98	ESA section 63I(a)	Marketing Code of Conduct, section 5.1.2	A marketer must ensure that any person employed or authorised by, or representing the Marketer and engaging in marketing activities, complies with the Code.	3	Annual	CEO and Board	Identical obligation
99	ESA section 63I(a)	Marketing Code of Conduct, section 5.2.1	A marketer must monitor and keep records of complaints, conduct audits annually to verify compliance with the Code, and provide to the Code Administrator any information relating to Code compliance, if requested.	2	6 monthly	CEO	Identical obligation
100	ESA section 63I(a)	Marketing Code of Conduct, section 5.3.1	A marketer must, if requested or directed by the Ombudsman in relation to a customer complaint, provide to the Ombudsman any information relating to the complaint, pay any Ombudsman fees and amounts in accordance with a decision made by the Ombudsman in relation to the complaint, and agree to be bound by a decision of the Ombudsman in relation to the complaint.	3	Annual	CEO and Board	Identical obligation
101	ESA section 63I(a)	Marketing Code of Conduct, section 6.1.1	A marketer must not engage in misleading, deceptive or unconscionable conduct when marketing.	1	Within 5 days	CEO	Identical obligation
102	ESA section 63I(a)	Marketing Code of Conduct, section 6.1.2	A marketer must comply with all applicable laws.	3	Annual	CEO and Board	Identical obligation
102a	ESA section 63I(a)	Marketing Code of Conduct, section 6.1.3	A marketer must comply with the permitted hours of contact (as per section 73 of the Australian Consumer Law).	3	Annual	CEO and Board	Identical obligation

#	Licence Condition	Obligations under Condition	Brief description of obligation	Type	Reporting	Verification	Equivalent Gas Obligation
103	ESA section 63I(a)	Marketing Code of Conduct, section 6.1.4	A marketer must ensure any information it is required to provide to customers is in plain language and designed to be readily understood by customers.	3	Annual	CEO and Board	Identical obligation
104	ESA section 63I(a)	Marketing Code of Conduct, section 6.1.5	A marketer must be contactable by customers on its contact number during normal business hours.	2	6-monthly	CEO	Identical obligation
105	ESA section 63I(a)	Marketing Code of Conduct, section 6.1.6	All supply arrangements must be in writing and, except for standard form contracts, must be signed by the customer.	2	6-monthly	CEO	Identical obligation
106	<b>Obligation deleted</b>	<b>Obligation deleted</b>	A marketer must maintain records to demonstrate compliance with 6.1.5 or at least 1 year after the date of the supply arrangement.				
107	ESA section 63I(a)	Marketing Code of Conduct, section 6.1.7	A copy of the Supply Arrangement must be given to the customer within the legislated timeframes (as per section 78 of the Australian Consumer Law)  If any requirement under this Code is met electronically, the Marketer must explain certain things to the customer prior to the electronic transaction.	2	6-monthly	CEO	Identical obligation
108	ESA section 63I(a)	Marketing Code of Conduct, section 6.2.1	In any calls made to a customer for the purpose of marketing, the caller must clearly identify their purpose and identity (as per section 74 of the Australian Consumer Law).	3	Annual	CEO and Board	Identical obligation
109	<b>Obligation deleted</b>	<b>Obligation deleted</b>	If a customer indicates during a telephone conversation that he/she does not wish to proceed, the marketer must cease marketing and must not contact the customer in any way for the purposes of Marketing in accordance with 6.6.1 or 6.6.2				
110	<b>Obligation deleted</b>	<b>Obligation deleted</b>	A marketer must not make a telephone call to a customer on certain days or outside certain times unless requested by a customer.				



#	Licence Condition	Obligations under Condition	Brief description of obligation	Type	Reporting	Verification	Equivalent Gas Obligation
111	ESA section 63l(a)	Marketing Code of Conduct, section 6.2.2	If a marketer commences a telephone call with a customer within the permitted contact hours (as per section 73 of the Australian Consumer Law), the marketer must ensure that the call does not continue for more than 15 minutes beyond the permitted times without the customer's agreement.	3	Annual	CEO and Board	Identical obligation
112	ESA section 63l(a)	Marketing Code of Conduct, section 6.2.3	A marketer must maintain certain records in relation to telephone calls involving marketing to customers.	2	6-monthly	CEO	Identical obligation
113	ESA section 63l(a)	Marketing Code of Conduct, section 6.2.4	A marketer must keep the records of marketing telephone calls required to be kept under section 6.2.3 of the Code for at least 1 year after the last marketing telephone call.	2	6-monthly	CEO	Identical obligation
114	ESA section 63l(a)	Marketing Code of Conduct, section 6.3.1	If a marketer engages in marketing in customer's premises, the marketer must clearly identify their purpose and identity (as per section 74 of the Australian Consumer Law).	3	Annual	CEO and Board	Identical obligation
115	<b>Obligation deleted</b>	<b>Obligation deleted</b>	If a customer indicates at any time during the visit that he/she does not wish to proceed, the marketer must cease marketing and leave the premises immediately and must not contact the customer for the purposes of marketing in accordance with 6.6.1 or 6.6.2				
116	<b>Obligation deleted</b>	<b>Obligation deleted</b>	A marketer must not contact a customer at the customer's premises on certain days or at certain times unless requested by the customer.				
117	ESA section 63l(a)	Marketing Code of Conduct, section 6.3.2	A marketer must maintain certain records of marketing conducted at customers' premises.	2	6-monthly	CEO	Identical obligation

#	Licence Condition	Obligations under Condition	Brief description of obligation	Type	Reporting	Verification	Equivalent Gas Obligation
118	ESA section 63I(a)	Marketing Code of Conduct, section 6.3.3	A marketer must keep the records of marketing conducted at customers' premises required to be kept under section 6.3.2 of the Code for at least one year.	2	6-monthly	CEO	Identical obligation
119	ESA section 63I(a)	Marketing Code of Conduct, section 6.4.1	A marketer engaging in marketing via internet or e-mail must provide certain information to customers.	3	Annual	CEO and Board	Identical obligation
120	<b>Obligation deleted</b>	<b>Obligation deleted</b>	If a customer indicates at any time that he/she does not wish to proceed, the marketer must cease marketing and must not contact the customer in any way for the purposes of marketing in accordance with 6.6.1 or 6.6.2				
121	ESA section 63I(a)	Marketing Code of Conduct, section 6.4.2	A marketer must maintain certain records of correspondence via internet or e-mail with customers for the purpose of marketing.	2	6-monthly	CEO	Identical obligation
122	ESA section 63I(a)	Marketing Code of Conduct, section 6.4.3	A marketer must keep the records of contact with customers for the purpose of marketing made via internet or e-mail required to be kept under section 6.4.2 of the Code for at least one year.	2	6-monthly	CEO	Identical obligation
123	ESA section 63I(a)	Marketing Code of Conduct, section 6.5.1	Where a marketer makes personal contact with a customer and engages in marketing at a place other than the customer's premises, the marketer must display an identity card that shows certain information, advise the customer of the purpose of the visit and ask the customer if he/she wishes to proceed further (as per section 74 of the Australian Consumer Law).	3	Annual	CEO and Board	Identical obligation

#	Licence Condition	Obligations under Condition	Brief description of obligation	Type	Reporting	Verification	Equivalent Gas Obligation
124	<b>Obligation deleted</b>	<b>Obligation deleted</b>	If a customer indicates at any time during the contact that he/she does not wish to proceed, the marketer must cease marketing and must not contact the customer in any way for the purposes of marketing in accordance with section 6.6.1 or 6.6.2 of the Code.				
125	ESA section 63l(a)	Marketing Code of Conduct, section 6.5.2	A marketer must maintain certain records of all personal contact made by the marketer with customers for the purpose of marketing.	2	6-monthly	CEO	Identical obligation
126	ESA section 63l(a)	Marketing Code of Conduct, section 6.5.3	A marketer must keep the records of all personal contact made with a customer for the purpose of marketing required to be kept under section 6.5.2 of the Code for at least one year.	2	6-monthly	CEO	Identical obligation
127	ESA section 63l(a)	Marketing Code of Conduct, section 6.6.1	Where a customer has indicated to a marketer that he/she does not wish to proceed with the marketing, the customer must not be contacted in any way for the purpose of marketing for the time frame set out in s75(2) of the Australian Consumer Law, unless requested to do so by the customer or unless the customer otherwise agrees.	3	Annual	CEO and Board	Identical obligation
128	<b>Obligation deleted</b>	<b>Obligation deleted</b>	A marketer must take steps to ensure customers that have indicated they do not want to be contacted again for the purpose of marketing are not contacted for that purpose.				
129	ESA section 63l(a)	Marketing Code of Conduct, section 6.6.2	A marketer must keep a permanent record of all customers (including names and addresses) who indicate they do not wish to be contacted and must provide this list on request to the Ombudsman and Code Administrator.	2	6-monthly	CEO	Identical obligation
130	ESA section 63l(a)	Marketing Code of Conduct, section 6.6.3	A marketer must abide by "Do not Mail"...or similar notices placed on or near a customer's premises.	3	Annual	CEO and Board	Identical obligation

#	Licence Condition	Obligations under Condition	Brief description of obligation	Type	Reporting	Verification	Equivalent Gas Obligation
131	ESA section 63I(a)	Marketing Code of Conduct, section 7.1.1	Before or at the time a customer enters into a supply arrangement that was arranged or facilitated by a marketer, the marketer must obtain the customer's written acknowledgement that the marketer has provided certain information items.	3	Annual	CEO and Board	Identical obligation
132	ESA section 63I(a)	Marketing Code of Conduct, section 7.1.3	The customer's written acknowledgement must be in a certain form.	2	6-monthly	CEO	Identical obligation
133	ESA section 63I(a)	Marketing Code of Conduct, section 7.1.4	Where the customer's written acknowledgement is obtained in accordance with 7.1.3(b), the marketer must provide the customer with a certain list prior to the customer signing the supply arrangement.	2	6-monthly	CEO	Identical obligation
134	ESA section 63I(a)	Marketing Code of Conduct, section 7.1.5	Marketers must keep a record of customers' written acknowledgements for at least 1 year after they were obtained.	2	6-monthly	CEO	Identical obligation
135	ESA section 63I(a)	Marketing Code of Conduct, section 7.1.7	Before or at the time the customer enters into any supply arrangement, a marketer must provide certain information to the customer.	2	6-monthly	CEO	Identical obligation
136	ESA section 63I(a)	Marketing Code of Conduct, section 7.1.8	A marketer must provide a customer with a copy of the supply arrangements in accordance with the regulations. [Reg cl 42]	2	6-monthly	CEO	Identical obligation
137	ESA section 63I(a)	Marketing Code of Conduct, section 7.2.1	A marketer must, if requested to do so by a customer, clearly explain certain matters.	2	6-monthly	CEO	Identical obligation

#	Licence Condition	Obligations under Condition	Brief description of obligation	Type	Reporting	Verification	Equivalent Gas Obligation
138	ESA section 63I(b)	ESA section 63I(b)	Before entering into a negotiated customer supply contract with a small retail customer that has been introduced by an electricity marketer, the supplier must be satisfied that the marketer has complied with the Marketing Code of Conduct.	3	Annual	CEO and Board	GSA section 33P(b)
139	ESA section 96C	ESA section 96C	A supplier must be a member of an approved electricity ombudsman scheme and must comply with any decision of the electricity industry ombudsman.	3	Annual	CEO and Board	GSA section 33H
139a	ESA section 181A	ESA section 181A	A supplier must provide its pricing information in relation to supply of electricity to and by small retail customers at a readily accessible location .on its website, to any person on request, and to IPART.  Pricing information must be provided in accordance with the Minister's Retail Price Disclosure Guideline.	3	Annual	CEO and Board	GSA section 76A
140	ESA, Schedule 6, Part 4, cl 28(1)	ESA, Schedule 6, Part 4, cl 28(1)	Supply of electricity to transitional retail customers.	inactive	inactive	inactive	-
141	ES (General) Reg cl 7(4)	ES (General) Reg cl 7(2)	Measuring or estimating consumption for purpose of determining whether a customer is a small retail customer is to be done by supplier in certain ways.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg cl 8(2)
142	ES (General) Reg cl 7(4)	ES (General) Reg cl 7(3)	Rate of consumption or expected consumption to be determined by supplier at certain times.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg cl 8(3)
143	ES (General) Reg cl 11(5)	ES (General) Reg cl 11(2)	Supplier must give written notice to person or customer concerned of certain matters where small retail customer changes supplier or status (e.g. whether customer is entitled to be supplied under standard form contract).	2	6-monthly	CEO	Gas Supply (NGRC) Reg cl 11(2)
144	ES (General) Reg cl 11(5)	ES (General) Reg cl 11(2A)	The notice is to contain, in community languages, information about the availability of interpreter services and telephone numbers for those services.	2	6-monthly	CEO	Gas Supply (NGRC) Reg cl 11(3)

#	Licence Condition	Obligations under Condition	Brief description of obligation	Type	Reporting	Verification	Equivalent Gas Obligation
145	ES (General) Reg cl 11(5)	ES (General) Reg cl 11(3)	Notice must be given no later than 21 days before end of period of supply under negotiated customer supply contract.	2	6-monthly	CEO	Gas Supply (NGRC) Reg cl 11(4)
146	ES (General) Reg cl 11(5)	ES (General) Reg cl 11(4)	Notice to be given as soon as practicable after relevant event in any other case.	2	6-monthly	CEO	Gas Supply (NGRC) Reg cl 11(5)
146aa	ES (General) Reg cl 13AA(1)	ES (General) Reg cl 13AA(1)(a)	A supplier must develop and implement a customer hardship charter in respect of small customers who own or occupy residential premises.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg cl 13AA(1)(a)
146ab	ES (General) Reg cl 13AA(1)	ES (General) Reg cl 13AA(1)(b)	A supplier must publish its customer hardship charter on its website.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg cl 13AA(1)(b)
146ac	ES (General) Reg cl 13AA(1)	ES (General) Reg cl 13AA(1)(c)	As soon as practicable after a customer is identified by the supplier as a hardship customer, a supplier must inform the hardship customer of the existence of the customer hardship charter and provide the hardship customer with a copy of the customer hardship charter on request and at no expense.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg cl 13AA(1)(
146ad	ES (General) Reg cl 13AA(1)	ES (General) Reg cl 13AA(3)	A supplier's customer hardship charter must contain certain matters.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg cl 13AA(3)
146ae	ES (General) Reg cl 13AA(4)	ES (General) Reg cl 13AA(4)	A supplier must, in implementing the customer hardship charter, do certain things.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg cl 13AA(4)
146a	ES (General) Reg cl 13A(1)(a)	ES (General) Reg cl 13A(1)(a)	A supplier must operate a payment plan applying to small retail customers who own or occupy residential premises and who are experiencing financial difficulties (except as referred to in clause 13(2A)).	3	Annual	CEO and Board	Gas Supply (NGRC) Reg cl 13A(1)(a)

#	Licence Condition	Obligations under Condition	Brief description of obligation	Type	Reporting	Verification	Equivalent Gas Obligation
146b	ES (General) Reg cl 13A(1)(b)	ES (General) Reg cl 13A(1)(b)	A supplier must operate a payment plan that does certain things and provides for certain things. It must have its payment plan approved by the Minister.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg cl 13A(1)(b)
146c	ES (General) Reg cl 13A(3)	ES (General) Reg cl 13A(3)	A supplier must not discontinue supply, or request discontinuance of supply, to residential premises of small retail customers for failure to make due payment unless the supplier has done certain things.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg cl 13A(3)
147	ES (General) Reg cl 16	ES (General) Reg cl 16	Supplier must not discontinue supply to small retail customer unless requirements of negotiated customer supply contract have been complied with.	1	Within 5 days	CEO	Gas Supply (NGRC) Reg cl 15
148	ES (General) Reg cl 19	ES (General) Reg cl 20	Supplier that arranges for provision of connection services on behalf of customers must comply with Division 4 in relation to bills.	3	Annual	CEO and Board	-
149a	ES (General) Reg cl 19	ES (General) Reg cl 22(1)	A supplier must give written notice to a customer of the particulars of a variation in the rates for connection charges provided or electricity supplied under a negotiated customer contract to the customer.	2	6-monthly	CEO	Gas Supply (NGRC) Reg cl 22(1)
149b	ES (General) Reg cl 19	ES (General) Reg cl 22(1A)	A notice of variation must be given as soon as practicable, and in any event no later than the customer's next bill.	2	6-monthly	CEO	Gas Supply (NGRC) Reg cl 22(1A)
150	ES (General) Reg cl 19	ES (General) Reg cl 22(2)	Notice of variation in rates of charges must include certain information (eg, date variation takes effect & new rates).	2	6-monthly	CEO	Gas Supply (NGRC) Reg cl 22(2)
151a	ES (General) Reg cl 19	ES (General) Reg cl 24(2)	A bill issued by licence holder under customer contract must include certain information (such as customer name, address of premises, NMI).	3	Annual	CEO and Board	Gas Supply (NGRC) Reg cl 24(1)
151b	ES (General) Reg cl 19	ES (General) Reg cl 24(2A)	If a small retail customer has a complying generator installed and connected, the bill issued by a licence holder must include certain additional information	3	Annual	CEO and Board	-

#	Licence Condition	Obligations under Condition	Brief description of obligation	Type	Reporting	Verification	Equivalent Gas Obligation
152	ES (General) Reg cl 19	ES (General) Reg cl 24(3)	If requested by customer, licence holder must include in bill particulars of components of charges that are network charges or amount of security held.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg cl 24(2)
153	ES (General) Reg cl 19	ES (General) Reg cl 25(3)	Supplier must consider customer complaints about a bill.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg cl 25(2)
154	ES (General) Reg cl 19	ES (General) Reg cl 26(3)	Supplier may not recover amount payable in respect of a period that is 9 months before date on which customer is notified of supplier's determination of a complaint.	2	6-monthly	CEO	Gas Supply (NGRC) Reg cl 26(2)
155	ES (General) Reg cl 19	ES (General) Reg cl 26(4)	Supplier must explain and list separately the amount to be recovered (in the case of undercharging) on the bill and not charge interest on the amount.	2	6-monthly	CEO	Gas Supply (NGRC) Reg cl 26(3)
156	ES (General) Reg cl 19	ES (General) Reg cl 26(5)	Supplier must give customer period of time to pay amount to be recovered that is at least equal to the period during which the undercharging occurred or for which a bill was not issued, if requested by customer.	2	6-monthly	CEO	Gas Supply (NGRC) Reg cl 26(4)
157	ES (General) Reg cl 19	ES (General) Reg cl 27(2)	Supplier must do certain things if, on review of a complaint or any other time, the supplier determines that customer has been overcharged by more than \$50.	2	6-monthly	CEO	Gas Supply (NGRC) Reg cl 27(1)
158	ES (General) Reg cl 19	ES (General) Reg cl 27(3)	If the amount overcharged and paid by the customer does not exceed \$50, the supplier must credit the amount to the customer in the next bill.	2	6-monthly	CEO	Gas Supply (NGRC) Reg cl 27(2)
159	ES (General) Reg cl 19	ES (General) Reg cl 28(2)	The supplier must, if requested by the customer, supply certain information about bills and meter readings and registrations within a reasonable time.	2	6-monthly	CEO	Gas Supply (NGRC) Reg cl 28(1)
160	ES (General) Reg cl 19	ES (General) Reg cl 28(3)	Supplier must provide information about bills and meter readings and registrations free of charge but may charge for collecting and releasing information relating to meter registration.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg cl 28(2)
161	ES (General) Reg cl 19	ES (General) Reg cl 29(1)	Supplier must issue a bill to a small retail customer under customer supply contract at least once every 3 months.	2	6-monthly	CEO	Gas Supply (NGRC) Reg cl 29(1)



#	Licence Condition	Obligations under Condition	Brief description of obligation	Type	Reporting	Verification	Equivalent Gas Obligation
162	ES (General) Reg cl 19	ES (General) Reg cl 30(1)	Date for payment of bill issued for 1st time under supply contract with small retail customer not to be less than 13 business days after date on which sent.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg cl 30(1)
163	ES (General) Reg cl 19	ES (General) Reg cl 30(2)	Supplier must accept payment by small retail customer by certain payment methods.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg cl 30(2)
164	ES (General) Reg cl 19	ES (General) Reg cl 30(3)	Supplier may not impose charge in connection with a method of payment used by customer.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg cl 30(3)
165	ES (General) Reg cl 19	ES (General) Reg cl 30(5)	Supplier must accept payment in advance if requested by small retail customer.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg cl 30(5)
166	ES (General) Reg cl 19	ES (General) Reg cl 31(2)	A bill issued by supplier under negotiated customer supply contract must include certain information if charges for supply under contract are based on the customer's consumption.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg cl 31(2)
167	ES (General) Reg cl 19	ES (General) Reg cl 32	If supplier supplies other goods or services in addition to supply to small retail customer under customer contract, payments received from customer must first be applied towards electricity related charges, unless otherwise directed by customer.	2	6-monthly	CEO	Gas Supply (NGRC) Reg cl 32
168	ES (General) Reg cl 19	ES (General) Reg cl 33(1)	Supplier must give small retail customer (or former SRC) copies of or information about previous bills within reasonable time, if requested by customer.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg 33(1)
169	ES (General) Reg cl 19	ES (General) Reg cl 33(2)	Copies of previous bills must be provided free of charge but charges may apply in certain circumstances.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg cl 33(2)
170	ES (General) Reg cl 19	ES (General) Reg cl 33(3)	Copies of bills or billing information may be provided to a person other than the small retail customer only if the customer consents in writing.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg cl 33(3)

#	Licence Condition	Obligations under Condition	Brief description of obligation	Type	Reporting	Verification	Equivalent Gas Obligation
171	ES (General) Reg cl 19	ES (General) Reg cl 34(3)	If meter is found to be inaccurate, supplier must refund any amount paid in advance.	2	6-monthly	CEO	Gas Supply (NGRC) Reg cl 34(3)
172	ES (General) Reg cl 19	ES (General) Reg cl 35(1)	If a bill is issued for a billing period under a customer supply contract with a SRC in which there is an increase in the rates of charges, the charge for electricity supplied is to be calculated using a certain methodology or equivalent methodology.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg cl 35(1)
173	ES (General) Reg cl 19	ES (General) Reg cl 35(2)	An adjustment component is to be calculated in accordance with a certain formula.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg cl 35(2)
174	ES (General) Reg cl 19	ES (General) Reg cl 36(1)	Supplier of electricity to SRC under customer supply contract must estimate electricity supplied for a period of up to 6 months in certain circumstances (e.g. if metering equipment has ceased to register electricity supplied).	3	Annual	CEO and Board	Gas Supply (NGRC) Reg cl 36(1)
175	ES (General) Reg cl 19	ES (General) Reg cl 36(2)	Supplier must estimate electricity supplied under contract for a period or part of a period for which there is no meter reading.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg cl 36(2)
176	ES (General) Reg cl 19	ES (General) Reg cl 36(3)	A small retail customer is liable to pay for, or is entitled to be paid a rebate for electricity estimated.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg cl 36(3)
177	ES (General) Reg cl 19	ES (General) Reg cl 36(5)	An estimated bill may be based on the SRC's reading of the relevant meter, the SRC's historical meter data or the average daily consumption for the same class of customer.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg cl 36(5)
178	ES (General) Reg cl 19	ES (General) Reg cl 37(1)	If a supplier under a contract with a small retail customer is unable to access metering equipment, the supplier must ask the customer to elect to pay an amount based on an estimation or an amount based on a determination after access is obtained.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg cl 37(1)
179	ES (General) Reg cl 42(1)	ES (General) Reg cl 42(1)	Supplier must provide a small retail customer with certain documents as soon as practicable after requested (contract, the Act & Reg, etc.).				

#	Licence Condition	Obligations under Condition	Brief description of obligation	Type	Reporting	Verification	Equivalent Gas Obligation
180	ES (General) Reg cl 42(1)	ES (General) Reg 42(4) [also listed under ES (General) Reg cls 42(2) and 42(3)]	Supplier must provide the first copy of any contract and documents incorporated in the contract free of charge.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg cl 50(3)
181	ES (General) Reg cl 42(2)	ES (General) Reg cl 42(2)	Supplier must provide a small retail customer with copy of contract and a disclosure notice within 2 business days of the negotiated contract being entered into.	2	6-monthly	CEO	Gas Supply (NGRC) Reg cl 50(2)
182	ES (General) Reg cl 42(2)	ES (General) Reg cl 42(4) [also listed under ES (General) Reg cls 42(1) and 42(3)]	Supplier must provide the first copy of any contract and documents incorporated in the contract free of charge.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg cl 50(3)
183	ES (General) Reg cl 42(3)	ES (General) Reg cl 42(3)	If a supplier arranged connection services on behalf of a small retail customer, supplier must provide certain documents as soon as practicable after requested (contract, document incorporated by reference).	3	Annual	CEO and Board	-
184	ES (General) Reg cl 42(3)	ES (General) Reg cl 42(4) [also listed under ES (General) Reg cls 42(1) and 42(2)]	Supplier must provide the first copy of any contract and documents incorporated in the contract free of charge.	3	Annual	CEO and Board	-
185	ES (General) Reg cl 43	ES (General) Reg cl 43(1)(b)	Supplier must make a copy of any standard form customer connection contracts used by service providers providing connection services to its customers available for inspection, free of charge, at its offices during office hours.	3	Annual	CEO and Board	-

#	Licence Condition	Obligations under Condition	Brief description of obligation	Type	Reporting	Verification	Equivalent Gas Obligation
186	ES (General) Reg cl 43	ES (General) Reg cl 43(1)(d)	Supplier must make a copy of any document incorporated by reference in a contract and in document referred to in a contract that is not incorporated available for inspection, free of charge, at its offices during office hours.	3	Annual	CEO and Board	-
186a	<b>Obligation deleted</b>	<b>Obligation deleted</b>	A supplier who offers to supply electricity to residential premises must: (a) offer (renewable energy sources offer) each potential new or moving customer the equivalent of a minimum 10% of the total electricity supplied from an accredited renewable energy source.				
186b	<b>Obligation no longer under a licence condition</b>	<b>Obligation no longer under a licence condition</b>	A renewable energy sources offer must state (i) whether the electricity to be supplied is under a standard form customer supply contract or negotiated customer supply contract (ii) tariffs/charges under the offer.				
186c	<b>Obligation no longer under a licence condition</b>	<b>Obligation no longer under a licence condition</b>	A renewable energy sources offer must be a member of and comply with the requirements of an approved accreditation scheme.				
187	ES (General) Reg cl 75(4)	ES (General) Reg cl 75(4)	A supplier must take the action required by a direction of the Minister relating to the implementation of any aspect of the Government's social programs for energy by the date of the direction or the date specified.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg cl 76(4)
188	Ministerially-imposed licence condition 1	Ministerially-imposed licence condition 1	A supplier must hold and comply with the conditions of its NEM registration.	1	Within 5 days	CEO	-
189	Ministerially-imposed licence condition 2	Ministerially-imposed licence condition 2	A supplier must throughout the term of the licence satisfy the same technical and prudential criteria that it is required to meet as a condition of its right of participation in the NEM.	1	Within 5 days	CEO	-

#	Licence Condition	Obligations under Condition	Brief description of obligation	Type	Reporting	Verification	Equivalent Gas Obligation
190	Ministerially-imposed licence condition 3.2	Ministerially-imposed licence condition 3.2	The standard retail supply affairs of a supplier must be kept separate from other affairs. A supplier must keep separate accounting and business records for its standard retail supply functions. A supplier may only use a resource for both its standard retail supply affairs and any other affairs in the same way it would be allocated and costed between separate, unrelated legal entities.	inactive	inactive	inactive	
191	Ministerially-imposed licence condition 3.3	Ministerially-imposed licence condition 3.3	A supplier must comply with any guidelines established by the Minister for complying with cl 3.	inactive	inactive	inactive	
192	Ministerially-imposed licence condition 3.3	Guidelines and Requirements Policy boxed para 2.3.3	A supplier that also distributes in NSW must consider the statement of policy intent in relation to business separation conditions and certain factors in assessing whether third parties would seek access to a jointly used resource or offer to provide a comparable resource on the same or better terms.	inactive	inactive	inactive	
193	Ministerially-imposed licence condition 3.3	Guidelines and Requirements Policy boxed para 2.3.4	A supplier must provide a statement of its adoption of and compliance with an Accounting Separation Code of Practice that is approved by IPART in its Licence Condition Compliance Annual Report.	inactive	inactive	inactive	
194	Ministerially-imposed licence condition 4.2	ESA section 38A(3)	A negotiated customer supply contract must comply with any conditions imposed on the supplier by its licence.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg cl 42(2)(a)
195	Ministerially-imposed licence condition 4.2	ESA section 38A(4)	A negotiated customer supply contract must not be inconsistent with the provisions of the Act or the Reg	3	Annual	CEO and Board	Gas Supply (NGRC) Reg cl 42(2)(b)

#	Licence Condition	Obligations under Condition	Brief description of obligation	Type	Reporting	Verification	Equivalent Gas Obligation
196	Ministerially-imposed licence condition 4.2	ESA section 38A(5) [also listed under ESA section 38A(6)]	A negotiated customer supply contract with a small retail customer must comply with the regs.	3	Annual	CEO and Board	Gas Supply (NGRC) Reg cl 42(2)(c)
197	Ministerially-imposed licence condition 5	Ministerially-imposed licence condition 5	A supplier must prepare and submit reports in accordance with the applicable Reporting Manual issued by the Tribunal.	3	Annual	CEO and Board	
198	Ministerially-imposed licence condition 6	Ministerially-imposed licence condition 6	A supplier must develop and maintain internal systems capable of effectively managing compliance with its licence.	3	Annual	CEO and Board	Ministerially-imposed condition 7
199	Ministerially-imposed licence condition 7	Ministerially-imposed licence condition 7	A supplier must provide the Minister or the Minister's nominee with such operating statistics and performance indicators as requested.	3	Annual	CEO and Board	Ministerially-imposed condition 8
200	Ministerially-imposed licence condition 8	Ministerially-imposed licence condition 8	A supplier must furnish to the Minister such information as the Minister may determine to enable the Minister to ascertain whether or not the supplier is complying with licence conditions.	3	Annual	CEO and Board	
201	Ministerially-imposed licence condition 11.1	Ministerially-imposed licence condition 11.1	A supplier must pay such fees as determined by the Minister.	3	Annual	CEO and Board	GSA section 15(1)
202	Ministerially-imposed licence condition 11.2	Ministerially-imposed licence condition 11.2	A supplier must pay its fees in the manner and within the period specified by the Minister.	3	Annual	CEO and Board	GSA section 15(1)

#	Licence Condition	Obligations under Condition	Brief description of obligation	Type	Reporting	Verification	Equivalent Gas Obligation
203	Ministerially-imposed licence condition 13	Ministerially-imposed licence condition 13	<p>A supplier must ensure that certain words are included on every electricity bill for a small retail customer which is dated 1 July 2012 or later. These words must appear in a prominent position according to certain printing requirements, and in the prescribed font, colour and format.</p> <p>The figure must be updated to reflect IPART's most recent determination.</p>	3	Annual	CEO and Board	-

## Glossary

ESA	Electricity Supply Act 1995
ES (General) Reg	Electricity Supply (General) Regulation 2001
GSA	Gas Supply Act 1996
Gas Supply (NGRC) Reg	Gas Supply (Natural Gas Retail Competition) Regulation 2001
Guidelines and Requirements Policy	Minister for Energy and Utilities Guidelines and Requirements Policy for Electricity Distribution Network Service Providers' and Retail Suppliers' Licences
MOR (ACS)	Market Operations (Arranged Connection Services) Rule No. 1 of 2001
MOR (B2B)	Market Operations Rule (NSW Electricity Business to Business Procedures) No.6 of 2004
MOR (Metering)	Market Operations Rule (NSW Rules for Electricity Metering) No. 3 of 2001
MOR (NUOS)	Market Operations Rule (Network Use of System Agreements) No. 2 of 2001
MOR (RoLR)	Market Operations Rule (Retailer of Last Resort) No. 5 of 2001
MOR (TRRES)	Market Operations (NSW Transfer Rules for Retail Electricity Supply) Rules No. 4 of 2001