



**INDEPENDENT CONSUMER AND COMPETITION COMMISSION**

# **ELECTRICITY CODE**

**Revised June 2007**

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## DIVISION 1      PRELIMINARY

### 1. INTRODUCTION

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#### 1.1 **Authority**

This Code is made by the **Commission** under section 40(1) of the *Independent Consumer and Competition Commission Act 2002*.

#### 1.2 **Obtaining a copy of this Code or the Standard Customer Supply and Sale Contract**

A **licensee** must, when asked by a person, send to that person, within 10 **business days**, a copy of this Code and a copy of the **standard customer supply and sale contract**, free of charge for the first request. The **licensee** may impose a reasonable charge for subsequent requests.

#### 1.3 **Other Acts, codes and guidelines**

Not all aspects of a **licensee's** obligations are regulated by this Code. The **licensee's** obligations are also affected by:

- statutes and regulations made under those statutes (in particular the *Electricity Industry Act*, regulations under the *Electricity Industry Act*, and the *Independent Consumer and Competition Commission Act 2002*);
- guidelines or rules made by the **Commission** from time to time; and
- licences held by a **licensee** under the *Electricity Industry Act*.

#### 1.4 **Application of this code**

##### 1.4.1 This code applies to:

- (a) each **licensee** as a condition of its retail license granted under the *Electricity Industry Act* unless otherwise expressly provided in this Code
- (b) participants in an **electricity industry** who have been issued a retail license by the **Commission**.

##### 1.4.2 This Code is to be read in conjunction with the *Electricity Industry Act*.

##### 1.4.3 To the extent that there is any inconsistency between this Code and the *Electricity Industry Act*, the *Electricity Industry Act* will prevail.

### 2. DEFINITIONS

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“**Act**” means the *Electricity Industry Act 2002*;

“**a licensee**” means a person licensed under the **Act** to generate or retail electricity or to operate a transmission or distribution network; ; or any person that subsequently carries on substantially the same business, using substantially the same assets, as the business carried on and assets used by the **Licensee Ltd** as at the date this Code is made;

“**billing cycle**” means the regular recurrent period for which a **customer** receives a bill from a **licensee**;

“**business day**” means a day other than a Saturday or a Sunday or a public holiday;

“**Commission**” means the Independent Consumer and Competition Commission established under the *Independent Consumer and Competition Commission Act 2002*;

“**connection point**”, in respect of a **supply point**, means any point at the **supply point** at which an **electrical installation** is connected to a distribution network; or the point of connection between, on the one hand, a transmission or distribution network operated by the **licensee** and, on the other hand, a premises, public lighting installation or electric line or equipment operated by a person other than the **licensee** through which electricity supplied by that network is supplied to a premises or public lighting installation.

“**connection technician**” means the person that is responsible for installation of the **meter**.

“**connector box**” means a box or receptacle for the housing of connections between an overhead or underground service main and any fixed wiring;

“**credit meter**” means a device, component, software or mechanism at a **customer’s** connection point which operates to permit the flow of electricity through and allows the **customer** to use electricity on credit.

“**customer**”, meaning given to that term in the *Electricity Industry Act*.

“**customer supply and sale contract**” means either a **negotiated customer supply and sale contract** or a **standard customer supply and sale contract**;

“**date of receipt**” means, in relation to the receipt by a **customer** of a notice (including a **disconnection warning**) given by a **licensee**:

- (a) in the case where the **licensee** hands the notice to the **customer**, the date the **licensee** does so;
- (b) in the case where the **licensee** sends a notice by facsimile or by e-mail before 5pm on a **business day**, on that **business day**, otherwise on the next **business day**;
- (c) in the case where the **licensee** leaves the notice at the **customer’s** premises, the date the **licensee** does so;
- (d) in the case where the **licensee** gives the notice by registered mail, a date 2 **business days** after the date the **licensee** sent the notice;

“**disconnection warning**” means a notice in writing issued in accordance with clause 11;

“**domestic customer**” means a **customer** in respect of a premises who consumes or intends to consume electricity supplied to that premises principally for domestic or household purposes, but does not include a person who is a **general supply customer** or an **industrial customer** in respect of that premises;

“**electrical installation**” has the meaning given to it in the **Act**;

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

“**general supply customer**” means a **customer** in respect of a premises who has a minimum demand for electricity of less than 200kVA at that premises, but who does not consume or intend to consume that electricity principally for domestic or household purposes;

“**industrial customer**” means a **customer** in respect of a premises who has a minimum demand for electricity of 200kVA or more at that premises, irrespective of the purpose of which that electricity is or is intended to be consumed;

“**licensee**” means a person licensed under the Act to generate or retail electricity or to operate a transmission or distribution network;

“**Licensee Ltd**” means PNG Power Ltd;

“**meter**” means a **credit meter** and a **prepayment meter**;

“**negotiated customer supply and sale contract**” means a **customer supply and sale contract** other than a **standard customer supply and sale contract**;

“**new connection**”, in respect of a premises, means a connection of a kind described in Schedule 2;

“**outage**” means any full or partial unavailability of a generating plant or a transmission or distribution network operated by a **licensee** (or any part thereof) which results in a disruption to the supply of electricity by a **licensee** to a **supply point** that is located in a **service area**;

“**planned outage**” means an **outage** that is scheduled at least 5 days in advance for the purposes of routine maintenance;

“**prepayment meter**” means a device, component, software or other mechanism at a domestic **customer’s** connection point which operates to permit the flow of electricity through the meter when activated by a card, code or some other method. It is a meter that is located at the **customer’s** premises/residence/office/building that is capable of being programmed or managed and that allows access to a given amount of electricity; it is also a vending system that allows the **customer** to purchase credit via a point of sale; or a central computer system that provides the electricity supplier management, administration, financial and engineering control.

“**required connection date**”, in respect of a **new connection**, means the relevant date set out (opposite the description of that **new connection**) in Schedule 2;

“**required notice**”, in respect of a **planned outage** that affects premises in a **service area**, means a notice of that **planned outage** that is:

- (a) broadcast in that **service area** by way of radio or television announcement during the hours of 8.00 am and 7.00 pm on any day;
- (b) published in a daily newspaper circulating in that **service area**; or
- (c) delivered by mail to each **customer** in respect of premises that are affected by the **planned outage**,

such broadcast, publication or delivery being made at least 5 days (not including the day on which the broadcast, publication or delivery is made) prior to the date on which the **planned outage** commences;

“**security deposit**” means an amount of money or other arrangement acceptable to the **licensee** as a security against a **customer** defaulting under a **customer supply and sale contract**;

“**service area**” means a service area listed in Schedule 3;

“**service zone**” means a service zone listed in Schedule 3;

“**standard customer supply and sale contract**” means the **Standard Customer Supply and Sale Contract** attached to this Code as such contract is amended from time to time with the approval of the **Commission**;

“**supply point**” means:

- (a) where the electricity is supplied at a premises, those premises; and
- (b) where the electricity is supplied at a public lighting installation, that public lighting installation;

“**token number**” means the 20 digit number with the plus (+) sign in front of it that is printed on the receipt issued to the **customer** when the **customer** purchases credits which when entered into the **prepayment meter**, activates supply of electricity to the **customer’s** supply point.

“**total energy delivered**”, in respect of a **service area** for a calendar year, means the amount of electricity that would normally be supplied during that calendar year to a transmission or distribution network for delivery to **supply points** that are located in that **service area** as calculated in accordance with a method approved, specified or deemed to be approved by the **Commission**;

“**uncontrollable outage**” means an **outage** which is caused by an event the nature or extent of which could not reasonably have been foreseen or prevented by a **licensee**;

“**undelivered energy**”, in respect of a **service area** for a calendar year, means the amount of energy not delivered in that **service area** for that calendar year as a result of **outages** other than **uncontrollable outages** as calculated in accordance with a method approved, specified or deemed to be approved by the **Commission**;

“**unserved energy ratio**”, in respect of a **service area** (s) for a calendar year (t) ( $USE_{s,t}$ ), is calculated as:

$$UE_{s,t}/TED_{s,t}$$

where:

$UE_{s,t}$  is the **undelivered energy** in respect of that **service area** for that calendar year; and

$TED_{s,t}$  is the **total energy delivered** in respect of that **service area** for that calendar year;

“**Wiring Rules**” means the Australian Standard Rules for the Electrical Equipment of Buildings, Structures and Premises, Australian Standard No. CC.1 Parts I. and II., as approved from time to time by the Council of the Standards Association of Australia.

## DIVISION 2

## GENERAL PROVISIONS

### 3. STANDARD CUSTOMER SUPPLY AND SALE CONTRACT

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#### 3.1 Standard customer supply and sale contract

Subject to clauses 3.2 and 3.3, a **licensee** must not supply or sell electricity to a person in respect of a **supply point** other than on the terms set out in the **standard customer supply and sale contract**.

#### 3.2 Exception - large customers

Nothing in clause 3.1 stops a **licensee** from entering into a **customer supply and sale contract** in respect of a **supply point**, with a person whose maximum demand for electricity at that **supply point** is 10MW or more, on terms that are different from those set out in the **standard customer supply and sale contract**.

#### 3.3 Exception – small customers

Nothing in clause 3.1 stops a **licensee** from entering into a **customer supply and sale contract** in respect of a **supply point**, with a person whose maximum demand for electricity at that **supply point** is less than 10MW, on terms that are different from those set out in the **standard customer supply and sale contract** and that are:

- (a) not less favourable to that person than those set out in the **standard customer supply and sale contract**; or
- (b) less favourable than those set out in the **standard customer supply and sale contract** if:
  - (i) the areas in which that **customer supply and sale contract** are less favourable are explained to that person in writing; and
  - (ii) that person acknowledges in writing that it understands and accepts that some or all of the terms of its proposed **customer supply and sale contract** are less favourable,

and, in each case, the proposed **customer supply and sale contract** has first been approved by the **Commission**.

The **Commission** must notify the **licensee** within 30 **business days** after receiving the **licensee's** proposed **customer supply and sale contract** whether or not it approves that proposed **customer supply and sale contract**. If the **Commission** notifies the **licensee** within that 30 day period that it does not approve the proposed **customer supply and sale contract**, the **Commission** must specify the terms and conditions which are to be amended in the proposed **customer supply and sale contract** or specify the principles or changes to be implemented. If the **Commission** does not notify the **licensee** within that 30 day period of its approval or otherwise of the **licensee's** proposed **customer supply and sale contract**, the **Commission** is deemed to have approved the **customer supply and sale contract** proposed by the **licensee**.

The **licensee** will implement the proposed **customer supply and sale contract** approved, specified or deemed to be approved by the **Commission** within 30 **business days** of them being approved, specified or deemed to be approved by the **Commission**.

The **Commission** may specify the terms and conditions for supply and sale of electricity where the **licensee** does not do so pursuant to section 24U of the **Act** and or where the **Commission** deems it necessary.

### 3.4 Publication of standard customer supply and sale contract

A **licensee** must publish the **standard customer supply and sale contract** under section 24U of the **Act**.

## 4. SERVICE STANDARDS – A LICENSEE

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### 4.1 Service standards

A **licensee** must use its best endeavours to achieve the following service standards for each calendar year:

- (a) the **unserved energy ratio** in respect of a **service area** for that year must not be greater than the Reliability Target for that year as set out in Schedule 2 for the **service zone** in which that **service area** is located;
- (b) the number of **planned outages** occurring in that year:
  - (i) that affect premises which are located in a **service area** and to which electricity is supplied by a **licensee**; and
  - (ii) of which the **required notice** is not given,  
must not be greater than 5% of the number of **planned outages** occurring in that year that affect premises which are located in that **service area** and to which electricity is supplied by a **licensee**; and
- (c) the number of **new connections** in respect of premises that are located in a **service area** which are not completed in that year by the **required connection date** must not be greater than 2% of the number of **new connections** in respect of premises that are located in that **service area** which have been completed or, if they had been completed by the **required connection date**, would have been completed, in that year.

### 4.2 Records and information

A **licensee** must keep sufficient records to monitor its achievement or otherwise of the service standards referred to in clause 4.1 and to provide the information required by clause 4.3.

### 4.3 Reports

A **licensee** must report to the **Commission** by 31 March each year, in such manner and form as is required by the **Commission**, on:

- (a) its achievement or otherwise of the service standards referred to in clause 4.1 for the preceding year ending 31 December;
- (b) an explanation of the reasons for any failure to achieve those service standards; and
- (c) how a **licensee** intends to improve its performance so as to achieve the relevant service standards for the calendar year in which the report is made, and the target date by which it intends to implement these changes.

## 5. ENQUIRIES, COMPLAINTS AND DISPUTE RESOLUTION

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### 5.1 Customer enquiries

A **licensee** must, within a time specified by the **Commission**, prepare and submit to the **Commission**, for approval, its procedures for handling **customer** enquiries.

The **Commission** must notify the **licensee** within 21 days after receiving the **licensee's** proposed enquiry procedures whether or not it approves the enquiry procedures. If the **Commission** notifies the **licensee** within that 21 day period that it does not approve the **licensee's** proposed enquiry procedures, the **Commission** must specify the enquiry procedures which are to be implemented. If the **Commission** does not notify the **licensee** within that 21 day period of its approval or otherwise of the **licensee's** proposed enquiry procedures, the **Commission** is deemed to have approved the enquiry procedures proposed by the **licensee**.

The **licensee** must implement the enquiry procedures approved, specified or deemed to be approved by the **Commission** within 21 days of them being approved, specified or deemed to be approved by the **Commission**.

### 5.2 Customer complaints and dispute resolution

A **licensee** must, within a time specified by the **Commission**, prepare and submit to the **Commission**, for approval, its procedures for resolving **customer** complaints and disputes.

The **Commission** must notify the **licensee** within 21 days after receiving the **licensee's** proposed complaints and dispute resolution procedures whether or not it approves the complaints and dispute resolution procedures. If the **Commission** notifies the **licensee** within that 21 day period that it does not approve the **licensee's** proposed complaints and dispute resolution procedures, the **Commission** must specify the specific changes it requires, or the principles to be applied to develop changes, in the proposed complaints and dispute resolution procedures which are to be implemented. If the **Commission** does not notify the **licensee** within that 21 day period of its approval or otherwise of the **licensee's** proposed complaints and dispute resolution procedures, the **Commission** is deemed to have approved the complaints and dispute resolution procedures proposed by the **licensee**.

The **licensee** must implement the complaints and dispute resolution procedures approved, specified or deemed to be approved by the **Commission** within 21 days of them being approved, specified or deemed to be approved by the **Commission**.

From time-to-time the **Commission** may request specific changes it requires, or the principles to be applied to develop changes, in the operative complaints and dispute resolution procedures which it had previously approved. Such request must follow identification of systemic problems in processes or implementation by the **licensee** from complaints or written submissions from customers or customer associations or customer representatives relating to issues related to the operating complaints and dispute resolution procedures.

## 6. APPLICATIONS AND CONNECTIONS

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### 6.1 Application

If a person wishes to buy electricity from a **licensee**, or to have a connection made to a **licensee's** distribution network, the **licensee** may require that the person must first apply to the **licensee** (in person, by telephone or in writing) to sell electricity to that person or to have a connection made to the **licensee's** distribution network and, if requested by the **licensee**, that person must:

- (a) provide acceptable identification and credit history information when required by the **licensee**;
- (b) pay any applicable fees and charges;
- (c) provide contact details for billing purposes;
- (d) provide contact details for the owner (or the agent of the owner) of the premises if the application is for a rental property;
- (e) satisfy the **licensee** that there is safe and convenient access to any meter that is to be used to measure the supply of electricity to that person;
- (f) in the case of a connection, satisfy the **licensee** that there is safe and convenient access to the **electrical installation** in order to connect it to the **licensee's** electricity distribution network;
- (g) the **electrical installation** is in a safe condition and is ready to receive the required amount of electricity to be supplied to that person;
- (h) provide estimated electrical load information for the proposed use of electricity;
- (i) (subject to clause 10) provide a **security deposit**; and
- (j) pay any outstanding debt owed by the person to the **licensee** relating to the previous supply or sale of electricity to the person (other than a debt the subject of a bona fide dispute, or for which repayment arrangements have been made).

A **licensee** must not have such a connection made to its distribution network unless any augmentation required to enable the required amount of electricity to be supplied to that person has been undertaken.

### 6.2 Sale before receiving an application

Despite clause 6.1, if a person has already started to use electricity at a premises before a **licensee** agrees to sell electricity to that person at that premises, the **licensee** can still require the person to satisfy some or all of the matters referred to in clause 6.1 within 5 **business days** of receiving the person's application. If the person does not satisfy any such matter within that period, the **licensee** may arrange for the disconnection of the premises.

## 7. USE OF ELECTRICITY AND ILLEGAL USE

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If a person:

- (a) allows electricity supplied by or purchased from a **licensee** to be used other than at that person's **supply point** or in accordance with an applicable **customer supply and sale contract**, this Code or the **Wiring Rules**;

- (b) uses at that person's **supply point** electricity supplied or purchased for use at another **supply point**;
- (c) sells electricity supplied to that person's **supply point** to any other person except in accordance with a licence issued by the **Commission**, or an exemption granted, under the **Act**;
- (d) tampers with, or permits tampering with, any meter that is used to measure the supply of electricity at that person's **supply point** or any associated equipment;
- (e) allows electricity supplied to that person's **supply point** to bypass any meter that is used to measure the supply of electricity at that person's **supply point**;
- (f) damages or (without the relevant **licensee's** consent) interferes in any way with a **licensee's** equipment that is located at or near to that person's **supply point** (including any **connector box** and any associated conduits, cables, wires or connections) or with any **connection point** in respect of that person's **supply point**;
- (g) without the relevant **licensee's** consent, makes a connection from that person's **supply point** to the **licensee's** electricity distribution network or increases the capacity of an existing **connection point** in respect of that person's **supply point**;
- (h) allows a person who is not lawfully permitted to do the work to perform any work on any **electrical installation** at that person's **supply point**;
- (i) uses, or causes to be used, electricity supplied to that person's **supply point** in a manner that:
  - (i) interferes with a **licensee's** electricity distribution network;
  - (ii) interferes with the supply or quality of supply of electricity to others; or
  - (iii) causes damage or interference to any third party;
- (j) gives a **licensee** false information about which tariffs and charges should apply to that person in relation to electricity supplied or sold in respect of that person's **supply point**;
- (k) allows electricity supplied to that person's **supply point** under a specific tariff to be used for a purpose other than as contemplated by that tariff;
- (l) changes that person's electricity supply requirements at that person's **supply point** without the relevant **licensee's** consent where there may be a potential effect on the **licensee's** electricity distribution network or that person's connection; or
- (m) removes or allows the removal of any coins from any prepayment meter that is used to measure the supply of electricity at that person's **supply point**,

the **licensee** may:

- (n) estimate the amount of electricity obtained by that person in breach of this clause 5 and bill that person for any relevant amount (together with interest on that amount at a rate which is approved by the **Commission**);
- (o) recover from that person the **licensee's** reasonable costs incurred in rectifying that breach and its consequences; and
- (p) disconnect that person's **supply point** immediately.

## DIVISION 3 CREDIT METER

### 8. BILLING

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#### 8.1 When bills are issued

A **licensee** must use its best endeavours to issue a bill to a **customer** to whom it supplies or sells electricity in respect of a **supply point** at least quarterly. Nothing in this clause 8.1 prevents a **licensee** from issuing a bill more frequently than quarterly.

#### 8.2 How bills are issued

A **licensee** must issue a bill to the **customer** at the address of the **customer's supply point** or (if the **customer** has nominated another address) at that other address.

#### 8.3 Separate Bill

A separate bill must be issued in respect of each **supply point**.

#### 8.4 What is covered in a bill

##### 8.4.1 *Itemised Bill*

Each bill must separately itemise the following charges:

- (a) all charges for electricity sold to the **customer** for use at the **supply point**;
- (b) all charges for the connection of the **supply point** and the delivery of electricity to that **supply point**; and
- (c) any other charge relating to the supply or sale of electricity to the **customer** (such other charge could be a separate identification of government taxes, levies, duties or similar).

##### 8.4.2 *Particulars on each bill*

A **licensee** must include at least the following particulars on each bill for the supply or sale of electricity:

- (a) (where the electricity used is measured by a credit meter) the date of the last meter reading or estimate and the number of days since the previous reading or estimate;
- (b) the meter readings or estimates for the bill;
- (c) consumption, or estimated consumption, in units used (eg. kWh);
- (d) the relevant charges and fees (including unit rate and tariff);
- (e) the meter number or identifier (if any);
- (f) the amount due to the **licensee**;
- (g) the pay by date;
- (h) a list of the available payment methods;
- (i) the telephone number for enquiries;
- (j) a 24 hours contact telephone number for faults and emergencies;
- (k) where the **supply point** is a premises, the address of the premises;
- (l) the **customer's** name, account number and billing address;
- (m) the amount of arrears or credit;

- (n) the amount of interest approved by the **Commission** for late payment;
- (o) the amount of any **security deposit** provided by the **customer**;
- (p) the amount of any other charges (as described in clause 24.1) and details of the goods or services supplied; and
- (q) the amount of any rebate referred to in clause 4 to which the **customer** is entitled.

**8.4.3** Where a **customer** requests, and the data is available, a **licensee** must provide to the **customer** free of charge the **customer's** billing data appearing on the **customer's** bills for the previous two years. Where the **customer** requests billing data before this period, the **licensee** may impose a reasonable charge for providing that data. A **licensee** must keep a **customer's** billing data for 7 years.

## **8.5 Meter Reading**

**8.5.1** Subject to clauses 8.5.2 and 8.5.3, a **licensee** must:

- (a) base a **customer's** bill for the supply or sale of electricity on an estimation of the usage of the electricity by that **customer** determined in accordance with the **licensee's** estimating system approved under clause 8.5.3 or on an actual reading of any credit meter at the **customer's supply point**; and
- (b) have any credit meter at a **customer's supply point** read as frequently as is required to prepare its bills.

**8.5.2** Where a **licensee** is unable to base a bill for the supply or sale of electricity on a reading of the credit meter at a **customer's supply point** because:

- (a) access is denied as a result of the actions of a **customer**, or a third party, weather conditions or an industrial dispute;
- (b) the credit meter cannot be safely accessed in order to read it;
- (c) the credit meter or ancillary equipment has recorded the electricity usage incorrectly; or
- (d) the credit meter has been tampered with,

the **a licensee** may provide the **customer** with an estimated bill based on:

- (i) the **customer's** reading of the credit meter;
- (ii) the **customer's** prior electricity usage history at that **supply point**; or
- (iii) where the **customer** does not have a prior electricity usage history at that **supply point**, the average usage of electricity by a comparable **customer**.

**8.5.3** The **licensee** may also provide a **customer** with an estimated bill or bills for the supply or sale of electricity where:

- (a) a **customer** and a **licensee** have agreed to the issue of an estimated bill or bills; or
- (b) the **licensee** adopts an estimating system approved by the **Commission**.

**8.5.4** Where a **licensee** has provided a **customer** with an estimated bill for the supply or sale of electricity and the credit meter is subsequently read, the **licensee** must include an adjustment on the next bill to take account of the actual meter reading.

## **8.6 Under charging**

**8.6.1** Subject to clause 8.6.2, where a **licensee** has undercharged a **customer** for the supply or sale of electricity as a result of an act or omission of the **licensee**, it may recover from the **customer** the amount undercharged.

**8.6.2** Where, pursuant to clause 8.6.1, a **licensee** proposes to recover an amount undercharged as a result of the **licensee's** act or omission, the **licensee** must:

- (a) limit the amount to be recovered to the amount undercharged in the 12 months prior to the date of the **customer's** last bill;
- (b) list the amount to be recovered as a separate item in a special bill or in the next bill, together with an explanation of that amount;
- (c) not charge the **customer** interest on that amount; and
- (d) if the **customer** requests it, allow the **customer** time to pay that amount by equal instalments, over a period nominated by the **customer** being no longer than:
  - (i) the period during which the undercharging occurred (if the undercharging occurred over a period of less than 12 months); or
  - (ii) in any other case, 12 months.

## **8.7 Overcharging**

**8.7.1** Where a **customer** has been overcharged for the supply or sale of electricity as a result of an act or omission of a **licensee**, the **licensee** must inform the **customer** accordingly within 20 **business days** of the **licensee** becoming aware of that error and:

- (a) if the amount overcharged is K5 or less, and the **customer** has already paid that amount, credit that amount to the **customer's** next bill (if any); or
- (b) if the amount overcharged is more than K5, and the **customer** has already paid that amount, ask the **customer** for instructions as to whether the amount should be:
  - (i) credited to the **customer's** account;
  - (ii) repaid to the **customer**; or
  - (iii) on the **customer's** written instructions, paid to another person,and pay the amount in accordance with the **customer's** instructions within 20 **business days**.

**8.7.2** Where a **licensee** has asked for instructions from a **customer** under clause 8.7.1 and no instructions have been provided by the **customer** within 30 days of making such a request, the **licensee** must credit the amount overcharged to the **customer's** account.

**8.7.3** No interest shall accrue on a credit or refund referred to in clause 8.7.1.

## **8.8 Changes to the tariff rates and charges during a billing cycle**

If a tariff rate or charge applying to a **customer** at the **customer's** **supply point** changes during a **billing cycle**, the **customer's** bill for that **billing cycle** must be calculated on a pro-rata basis using:

- (a) the old tariff or charge up to and including the date of change; and
- (b) the new tariff or charge from that date to the end of the **billing cycle**.

## 8.9 Changes to the tariff or charge type during a billing cycle

If the type of tariff or charge applying to a **customer** at the **customer's supply point** changes during a **billing cycle**, the **customer's** bill for that **billing cycle** must be calculated using:

- (a) the old tariff or charge up to and including the date of change; and
- (b) the new tariff or charge from that date until the end of the **billing cycle**.

## 8.10 Alternative tariffs or tariff options

8.10.1 Where a **licensee** offers alternative tariffs or tariff options and a **customer**:

- (a) applies in writing to a **licensee** to be transferred from one tariff to another tariff; and
- (b) demonstrates to a **licensee** that it satisfies all of the conditions relating to that other tariff imposed by a **licensee**,

the **licensee** must transfer the **customer** to that other tariff within 10 **business days**.

8.10.2 Where a **customer** informs a **licensee** of a change in use of the **customer's supply point**, the **licensee** may require the **customer** to transfer to a tariff applicable to the **customer's** use of that **supply point**.

8.10.3 If a **customer** fails to inform a **licensee** of a change in use of the **customer's supply point**, the **licensee** may transfer the **customer** retrospectively to a tariff applicable to the **customer's** use of that **supply point**.

# 9 PAYMENT

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## 9.1 Due dates for payment

Unless otherwise agreed with a **customer**, the pay by date specified in the bill must not be less than 14 days after the date a **licensee** sends the bill.

If a **customer** has not paid its bill by the due date, a **licensee** may send to that **customer** a reminder notice that its bill is past due, giving the **customer** a further due date (not less than 7 days after the date the notice is issued).

## 9.2 Payment difficulties

Where a **domestic customer** informs a **licensee** that the **customer** is experiencing payment difficulties, the **licensee** must advise the **domestic customer**, as soon as is reasonably practicable, of instalment plan options offered by the **licensee** at that time.

## 9.3 Paying by instalments

9.3.1 A **licensee** must offer **domestic customers** at least the following payment options:

- (a) a system or arrangement under which a **domestic customer** may make payments in advance towards future bills; and
- (b) an interest free instalment plan or other arrangement under which the **domestic customer** is given more time to pay a bill or to pay arrears (including any disconnection or reconnection charges).

9.3.2 A **licensee** may require a **domestic customer** to pay by instalments in advance if the **domestic customer** is in arrears.

**9.3.3** A **licensee** does not have to offer a **domestic customer** an instalment plan if the **domestic customer** has, in the previous 12 months, had 2 instalment plans cancelled due to non-payment. In such a case, the **licensee** must offer another instalment plan only if the **licensee** is reasonably satisfied that the **domestic customer** will comply with that instalment plan.

**9.3.4** A **licensee** offering an instalment plan must:

- (a) in determining the period of the plan and calculating the amount of the instalments, take into account information from the **domestic customer** about the **domestic customer's** usage needs and capacity to pay;
- (b) specify the period of the plan;
- (c) specify the number of instalments (not less than 4, unless the **domestic customer** agrees otherwise);
- (d) specify the amount of the instalments which will pay the **domestic customer's** arrears (if any);
- (e) state how the amount of the instalments are calculated;
- (f) monitor the **domestic customer's** compliance with that plan; and
- (g) have in place fair and reasonable procedures to address payment difficulties a **domestic customer** may face while on the plan.

**9.3.5** Nothing in this Code limits the payment options that a **licensee** may offer to a **domestic customer**.

#### **9.4 Review of a bill**

**9.4.1** A **licensee** must review a **customer's** bill when asked by that **customer**.

**9.4.2** A **licensee** must inform the **customer** of the outcome of that review as soon as reasonably possible, but, in any event, within 30 days.

**9.4.3** Where a **licensee** is reviewing a bill, the **licensee** may require a **customer** to pay:

- (a) the greater of:
  - (i) that portion of the bill under review that a **customer** and the **licensee** agree is not in dispute; or
  - (ii) an amount equal to the average amount of a **customer's** bills in the previous 12 months (excluding the bill in dispute); and
- (b) any future bills that are properly due.

**9.4.4** Where a **customer** requests that, in reviewing the bill, a meter reading be checked or a meter be tested, a **licensee** must, as the case may be:

- (a) check the meter reading; or
- (b) test the meter.

A **customer** must pay in advance to a **licensee** a **licensee's** charge for checking the meter reading or for testing the meter.

**9.4.5** Where, after conducting a review of the bill, a **licensee** is satisfied that it is:

- (a) correct, a **licensee** may require a **customer** to pay the amount of that bill which is still outstanding; or
- (b) incorrect, a **licensee**:

- (i) must correct a **customer's** bill (in accordance with clause 8.6 or clause 8.7, if applicable);
- (ii) must refund (or set off against the amount in paragraph (iii)) any fee paid in advance under clause 9.4.4; and
- (iii) may require a **customer** to pay the amount of that bill which is still outstanding.

## 9.5 Shortened collection period

9.5.1 Where a **licensee** has issued a **customer** with:

- (a) reminder notices in respect of three consecutive bills; or
- (b) two consecutive **disconnection warnings**,

a **licensee** may place a **customer** on a shortened collection period.

9.5.2 Before a **licensee** may place a **customer** on a shortened collection period, a **licensee** must inform a **customer** that:

- (a) receipt of a third reminder notice (or second **disconnection warning**) may result in a **customer** being placed on a shortened collection period;
- (b) being placed on a shortened collection period will result in a **customer** not receiving a reminder notice until a **customer** has paid three consecutive bills by the pay by date;
- (c) where the **customer** is a **domestic customer**, alternative payment arrangements (such as instalment plans offered by a **licensee**) are available;
- (d) a **customer** may obtain further information from a **licensee** on a specified telephone number; and
- (e) once on a shortened collection period, a **customer** must pay three consecutive bills by the pay by date to return to its previous collection period.

9.5.3 Where, after giving notice as required in clause 9.5.2, a **licensee** decides to shorten the collection period in respect of a **customer**, a **licensee** must give a **customer** written notice of that decision within 20 **business days** of the decision.

9.5.4 Where a **customer** on a shortened collection period pays three consecutive bills by the pay by date, a **licensee** must return a **customer** to the collection period that applied before the shortened collection period commenced.

## 9.6 Charge for dishonoured payments

If a payment by a **customer** of a **licensee's** bill by cheque, by a direct debit from an account with a bank or by credit card is dishonoured or reversed, and as a result a **licensee** incurs a bank fee, a **licensee** may recover the bank fee from a **customer**.

# 10. SECURITY DEPOSITS AND ALTERNATIVES

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## 10.1 Security deposits

10.1.1 A **licensee** may require a **customer** to provide a **security deposit** at any time (and to increase the amount of any **security deposit** provided to a **licensee** by that **customer**), provided that the total amount of a **security deposit** must not be greater than twice a

**customer's** forecast average bill for the period of the applicable **billing cycle** (as reasonably determined by a **licensee**).

**10.1.2** A **licensee** must accept from a **general supply customer** or an **industrial customer** a bank guarantee as an alternative to a cash **security deposit**.

## **10.2 Interest on security deposits**

Where a **licensee** has received a **security deposit** from a **customer**, a **licensee** is not required to pay interest on the deposit to a **customer**.

## **10.3 Return of security deposit**

**10.3.1** (a) Where:

- (i) a **customer** has been required by a **licensee** to pay a **security deposit**;
- (ii) a **customer** ceases to purchase services from a **licensee** under the **customer supply and sale contract** to which the **security deposit** relates; and
- (iii) a **customer** has been discharged from its obligations and liabilities under that **customer supply and sale contract**,

a **licensee** must return the **security deposit** to the **customer** in accordance with clauses 10.3 and 10.5.

(b) If the amount of the **security deposit** is K5 or less, a **licensee** may credit the **security deposit** to the credit of a **customer's** next bill (if any).

(c) If the amount of the **security deposit** is more than K5 a **licensee** must ask a **customer** whether the amount is to be paid:

- (i) to a **customer**; or
- (ii) on a **customer's** written instructions, to another person; and

must pay the amount in accordance with a **customer's** instructions within 20 **business days**.

**10.3.2** Where a **customer** does not give a **licensee** instructions under clause 10.3.1(c) within 30 days, the **licensee** must credit the amount of the **security deposit** to a **customer's** next bill (if any).

**10.3.3** Where a **licensee** has accepted a bank guarantee from a **general supply customer** or an **industrial customer** in lieu of a cash **security deposit**, a **licensee** must return the bank guarantee within 20 **business days** of the **general supply** or the **industrial customer** satisfying the conditions referred to in clause 10.3.1(a).

## **10.4 Identification in a licensee's accounts**

A **licensee** must keep **security deposits** in a separate account and separately identify in its company accounts, at all times, the value of **security deposits** which it holds.

## **10.5 Use of a security deposit**

**10.5.1** Despite clause 10.3.1, a **licensee** may, subject to clause 10.5.2, use a **customer's** **security deposit** to offset any amount owed by that **customer** to the **licensee**:

- (a) if a **customer** fails to pay a bill; or
- (b) in relation to a final bill issued by a **licensee**.

- 10.5.2** A **licensee** must not, without the **customer's** written consent, use a **customer's security deposit** to offset charges in respect of any goods or services referred to in clause 8.4.2 provided by a **licensee**.
- 10.5.3** A **licensee** must account to the **customer** for any use of the **security deposit** (and pay the balance, if any, to the **customer**) within 20 **business days**.

## **11. DISCONNECTION**

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### **11.1 Disconnection**

**11.1.1** Subject to clauses 11.2 and 11.3, a **licensee** may disconnect or arrange for the disconnection of a **customer's** premises in accordance with this clause 9 if a **customer** has not:

- (a) paid a bill; or
- (b) agreed to an offer (made in accordance with clauses 10.2 and 10.3) of an instalment plan or other payment option to pay a bill; or
- (c) adhered to a **customer's** obligations to make payments in accordance with an agreed instalment plan or other payment option relating to the payment of bills.

**11.1.2** A **licensee** must not disconnect where a **customer** is on life support equipment. The licensee is required to give the **customer** a reasonable period for the **customer** to consider alternatives before the **licensee** may disconnect the **customer's supply point**.

### **11.2 Domestic customers**

**11.2.1** Where, because of a lack of sufficient income on the part of a **domestic customer**, the **domestic customer** is unable to pay a bill, a **licensee** must not disconnect or arrange the disconnection of the **domestic customer's** premises except in accordance with clauses 11.2.2 and 11.2.3.

**11.2.2** A **licensee** must have:

- (a) used its best endeavours to contact the **domestic customer** personally:
  - (i) by telephone;
  - (ii) by registered mail; or
  - (iii) by any other method approved by the **Commission** from time to time;
- (b) offered the **domestic customer** alternative payment options of the kind referred to in clause 9;
- (c) given the **domestic customer** a reminder notice; and
- (d) after the expiry of the period referred to in the reminder notice, given the **domestic customer** a written **disconnection warning** with 10 **business days** notice of its intention to arrange for the disconnection (the 10 **business days** shall be counted from the **date of receipt** of the **disconnection warning**).

**11.2.3** Provided a **licensee** has complied with this clause 11.2, a **licensee** may disconnect or arrange for the disconnection of the **domestic customer's** premises immediately if the **domestic customer**:

- (a) has refused or failed to accept the offer referred to in clause 11.2.2(b) before the expiry of the 10 **business day** period in the **disconnection warning**; or
- (b) has accepted the offer referred to in clause 11.2.2(b) but has refused or failed to take any reasonable action towards settling the debt before the expiry of the 10 **business day** period in the **disconnection warning**.

**11.2.4** A **licensee** is not obliged to offer an instalment payment plan as provided in clause 11.2.2(b) where the **domestic customer** has in the previous twelve months had two instalment plans cancelled due to non payment.

### **11.3 General Supply Customers and Industrial Customers**

**11.3.1** A **licensee** must not disconnect the premises of a **general supply customer** or an **industrial customer** for failure to pay a bill except in accordance with clauses 11.3.2 and 11.3.3.

**11.3.2** A **licensee** must have:

- (a) used its best endeavours to contact the **general supply customer** or the **industrial customer** personally:
  - (i) by telephone;
  - (ii) by registered mail; or
  - (iii) by any other method approved by the **Commission** from time to time;
- (b) offered the **general supply customer** or the **industrial customer** an extension of time to pay on terms and conditions (which may include the payment of interest approved by the **Commission** from time to time);
- (c) given the **general supply customer** or the **industrial customer** a reminder notice; and
- (d) after the expiry of the period referred to in the reminder notice, given the **general supply customer** or the **industrial customer** a written **disconnection warning** with 10 **business days** notice of its intention to arrange for the disconnection (the 10 **business days** shall be counted from the **date of receipt** of the **disconnection warning**).

**11.3.3** Provided a **licensee** has complied with this clause 11.3, the **licensee** may disconnect or arrange for the disconnection of the premises of the **general supply customer** or the **industrial customer** immediately if the **general supply customer** or the **industrial customer**:

- (a) has refused or failed to accept the offer referred to in clause 11.3.2(b) before the expiry of the 10 **business day** period in the **disconnection warning**; or
- (b) has accepted the offer referred to in clause 11.3.2(b) but has refused or failed to take any reasonable action towards settling the debt before the expiry of the 10 **business day** period in the **disconnection warning**.

### **11.4 Denying access to the meter**

**11.4.1** Where a **domestic customer** fails to allow, for 3 consecutive **billing cycles** (or such longer period as a **licensee** nominates), a **licensee** access to the **domestic customer's** premises to read any credit meter, the **licensee** may disconnect or arrange for the disconnection of the **domestic customer's** premises.

**11.4.2** A **licensee** must not exercise its disconnection right under this clause 11.4 unless the **licensee** has:

- (a) given to the **customer** an opportunity to offer reasonable alternative access arrangements;
- (b) on each of the occasions it was denied access, given to the **customer** written notice requesting access to the relevant meter;
- (c) used its best endeavours to contact the **customer** personally:
  - (i) by telephone;
  - (ii) by registered mail; or
  - (iii) by any other method approved by the **Commission** from time to time; and
- (d) given the **customer** a written **disconnection warning** with 10 **business days** notice of its intention to arrange for the disconnection (the 10 **business days** shall be counted from the **date of receipt** of the **disconnection warning**).

## **11.5 Illegal use**

Notwithstanding any of the requirements in this clause 11, a **licensee** may arrange for the disconnection of a **customer's supply point** immediately where the **customer** has used electricity contrary to clause 7.

## **11.6 Security deposits**

**11.6.1** A **licensee** may arrange for the disconnection of a **customer's supply point** where the **customer** fails to or refuses to pay a **security deposit** or provide a bank guarantee in accordance with clause 10.

**11.6.2** A **licensee** must not exercise its right to disconnect under clause 11.6.1 unless the **licensee** has given the **customer** not less than 10 **business days** written notice of its intention to arrange for the disconnection (the 10 **business days** shall be counted from the **date of receipt** of the notice).

## **11.7 When a licensee must not disconnect**

A **licensee** must not disconnect or arrange for the disconnection of a **customer's** premises:

- (a) for non-payment of a bill where the amount outstanding is less than an amount approved by the **Commission** and the **customer** has agreed with the **licensee** to pay that amount;
- (b) where the **customer** has advised in writing that the **licensee** that a person ordinarily residing at the premises is dependent on designated life support equipment in accordance with the provisions of clause 11;
- (c) after 3.00pm on a **business day**; or
- (d) on a Friday, on a weekend, on a public holiday or on the day before a public holiday, except in the case of a planned interruption.
- (e) where the **customer** is on life support equipment.

## **11.8 Request for final account on disconnection**

If a **customer** requests a **licensee** to arrange for the preparation and issue of a final bill for, or the disconnection of, the **customer's supply point**, the **licensee** must use its best

endeavours to arrange for that bill or disconnection in accordance with the **customer's** request.

### 11.9 Permitted disconnections

Subject to this clause 11, a **licensee** may disconnect a **customer's supply point** pursuant to clause 12.1 (in the case of an **emergency**), 12.2 (pursuant to any relevant legislation) or 12.3 (for health and safety reasons).

## 12. RECONNECTION AFTER DISCONNECTION

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### 12.1 A licensee and customer obligations

Where a **licensee** has disconnected or arranged for the disconnection of a **customer's supply point**:

- (a) under clause 11.1, for non-payment of a bill, and the **customer** has subsequently paid or agreed to accept an offer (made in accordance with clause 7.3) of an instalment plan and made contribution to that instalment plan, or other payment option;
- (b) under clause 11.4, because it was denied access to any credit meter and the **customer** provides access to the credit meter;
- (c) under clause 11.5 for a **customer** using electricity in breach of clause 5, and the **customer** has remedied that breach, and has paid, or made an arrangement to pay, the amounts referred to in clause 5(n) and (o);
- (d) under clause 11.6, because the **customer** had refused to pay a **security deposit** or provide a bank guarantee and has subsequently done so; or
- (e) under clause 12, for a health or safety reason and the circumstances giving rise to the disconnection no longer exist,

the **licensee** must reconnect or arrange for the reconnection of the **customer's supply point** in accordance with this clause, subject to:

- (f) clause 5;
- (g) the **customer** making a request for reconnection; and
- (h) the **customer** first paying the **licensee** a reasonable charge for reconnection.

### 12.2 Required Connection Date

Where under clause 12.1 a **licensee** is obliged to reconnect or arrange for the reconnection of a **customer's supply point**, the **licensee** must use its best endeavours to reconnect or arrange for the reconnection as soon as reasonably practicable.

## DIVISION 4      PREPAYMENT METER

### 13.    PREPAYMENT METER CONNECTION

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#### 13.1    At the customer's request

The **Commission** may at the request of the **customer** or otherwise install a **prepayment meter** to a **customer's connection point**.

#### 13.2    System display

A **licensee** offering a **prepayment meter** installation must ensure that the **prepayment meter** displays:

- (a) the available credit in the **prepayment meter** account,;
  - (b) whether the **prepayment meter** is operating in normal credit or emergency credit mode;
  - (c) current consumption information (in both kW or MJ and KPDK); and
- in such a way that the **customer** is aware that the **prepayment meter** is running low on credits.

#### 13.3    Licensee's responsibility

When installing the **prepayment meter** at a **customer's** premise or residence; the **connection technician** must ensure that:

- (i) the two key change token numbers are entered into the **prepayment meter** to unlock the meter;
- (ii) the tamper reset token number is entered into the **prepayment meter** to activate the supply of electricity through the **prepayment meter**.

### 14.    APPLICATION FORM

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#### 14.1    Information on application form

The following information must be provided by a **licensee** on the application form:

- (a) the date of installation of the **prepayment meter**;
- (b) the fees, charges and tariffs that will be applicable for the retailing of electricity under the **prepayment meter system** and how it may change from time-to-time;
- (c) all costs to the **customer** associated with installation and connection (if any) of the **prepayment meter system** including fees, charges and tariffs;
- (d) the method by which the **customer** will receive any rebate to which they are entitled;
- (e) the methods by which the **customer** can make payments to the **prepayment meter system** and/or account and the locations of payment centres or recharge facilities (if relevant);
- (f) the amount of emergency credit to be provided in the **prepayment meter system**;
- (g) the right of the **customer** to request removal of the **prepayment meter system** or **reversion** of the **prepayment meter system** to a **credit meter** mode so that the **prepayment meter** system operates as a **credit meter** and charges ( if any) and the method of calculation of those charges;

- (h) dispute resolution options which are available to **customer**;
- (i) contact details for a **licensee's customer** enquiry, complaints and emergency service;
- (j) the name of the **connection technician**; and
- (k) other information specified in writing by the **Commission** from time-t-time.

#### 14.2 Meter installation and outlet registration

Upon receipt of the application form, a **licensee** has **5 days** to install the **prepayment meter** at the **customer's** residence/premise/office or building and **2 days** to have the **prepayment meter** number registered in all outlets, customer complaints systems and billing systems.

## 15 PROVISION OF INFORMATION

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### 15.1 Licensee to provide information

A **licensee** must provide the following information on the use of the **prepayment meter** to a **customer** who has applied for installation of the **prepayment meter**:

- (a) instructions on how to operate the **prepayment meter** which must be:
  - (i) expressed in clear, simple and concise language, and,
  - (ii) in a format which makes it easy for a person not familiar with the operation of a **prepayment meter** to understand.
- (b) instructions on how to access the emergency credit facility of the **prepayment meter system**;
- (c) instructions on how to obtain a refund of credits when the **prepayment meter** is terminated;
- (d) instructions on how and where payments to or recharge of the **prepayment meter** account can be made; and
- (e) a **licensee's** telephone number (preferably the toll free number) for complaints, enquiries and emergencies.

### 15.2 Language to be used for instructions

If requested by the **customer**, a **licensee** must use its best endeavours to provide the operating instructions in Pidgin or Motu, rather than in English, as requested by the **customer**.

## 16 METER TESTING

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### 16.1 Upon customer's request

Where a **customer** requests that the whole or part of the **prepayment meter** be checked or tested, a **licensee** must make immediate arrangements for one or more of the following:

- (a) a check of the **metering data**;
- (b) a check or test of the **prepayment meter**;
- (c) a check or test by the **connection technician** or any other **connection technician** for the meter installation at the **customer's connection point**.

## 16.2 Inaccurate meter

If a **prepayment meter** is found to be inaccurate or not operating correctly following a check or test undertaken in accordance with clause 16.1., a **licensee** must:

- (a) correct any overcharging or undercharging in accordance with clauses 17.6 and 17.7;
- (b) make immediate arrangements to replace or repair the **prepayment meter system**, and
- (c) advise the **customer** of the existence of its dispute resolution processes under clause 3.1 of this *Code*.

## 16.3 Consumption Information

Upon request, a **licensee** must, at no charge, give a **customer** the information relating to the **customer's** residence/ premises about the annual consumption of electricity and total expenditure and/or for a specific month(s).

## 16.4 Mandatory random testing

The lesser of five-hundred (500), or 5% (rounded up) of the installed **prepayment meters**, randomly selected, must be tested annually in each town where **prepayment meters** have been installed.

# 17 PAYMENT OF CREDITS

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## 17.1 Minimum Credit

A **licensee** must ensure that the minimum credit that a **customer** can pay in relation to the **prepayment meter** account is the minimum amount approved by the **Commission** from time to time

## 17.2 Purchasing of Receipt

A **licensee** which has installed a **prepayment meter** for a **customer** must ensure that it has in place facilities for the **customer** to make payments in relation to the **prepayment meter** account by at least one of the following methods:

- (i) by cash, at a minimum of two locations which are readily accessible to the **customer**, one of which is open between 9:00am and 5:00pm every day (except for public holidays); or
- (ii) by a 24-hour, 7-days a week telephone service, debit card, electronic funds transfer or any other telephone payment method which is acceptable to a **licensee** and agreed to by the **customer**, or
- (iii) by a 24- hour , 7-days a week electronic or other payment method which is acceptable to a **licensee** and agreed to by the **customer**.

## 17.3 Details of receipt

The receipt which must be provided to a **customer** in respect of the **prepayment meter** account must include the following information:

- (a) KWh's purchased;
- (b) the **token number**;

- (c) the relevant charge and fees (including unit rate and fees);
- (d) the meter number (if any);
- (e) the amount due to a **licensee**;
- (f) the telephone number for enquiries;
- (g) a 24 hours contact telephone number for faults and emergencies;
- (h) where the **supply point** is a premises, the address of the premises;
- (i) the **customer's** name and address; and

#### **17.4 Limitation on debt recovery**

Where a **customer** owes a debt to a **licensee**, other than a kind referred to in subclause 17.6 and 17.7, a **licensee** must not recover any repayment of the debt other than 10 per cent of the credit that is being purchased, to repay the outstanding debt.

#### **17.5 Emergency Credit**

A **licensee** must provide an amount of emergency credit minimum credit as may be approved by the **Commission** from time to time.

The customer immediately has an emergency credit account with the licensee upon being connected to the licensee's distribution network.

The licensee may at any time during emergency call or text the licensee's using the toll free emergency number and the licensee should provide to the customer the token number of the emergency credit of the amount approved by the Commission.

The customer's emergency credit account must be automatically updated upon the customer's payment of credit.

#### **17.6 Overcharging**

Where a **customer** has been overcharged as a result of an act or omission of a **licensee**, a **licensee** must inform the **customer** of that overcharging within ten (10) business days of a **licensee** becoming aware of that overcharging and:

- (a) ask the **customer** for instructions as to whether the amount should be:
  - (i) repaid to the **customer**, or
  - (ii) added to the balance of the **prepayment meter** account;
- (b) where a **licensee** asks for instructions from a **customer** under (a) and no instructions are provided by the **customer** within twenty (20) business days, a **licensee** must add to the balance of the **prepayment meter** account the amount overcharged to the **customer**.

#### **17.7 Undercharging**

Where a **customer** has been undercharged as a result of a **licensee's** act or omission, the **licensee** must inform the **customer** of that undercharging within 10 business days of them becoming aware of that undercharging and at that time indicate to the **customer** the amount undercharged and whether or not the **licensee** proposes to recover from the **customer** the amount undercharged.

Where the **licensee** proposes to recover the amount undercharged as a result of their error, they must:

- (a) limit the amount to be recovered to the amount undercharged in the 12 months prior to informing the **customer** of the undercharging; and
- (b) provide details and explanation of the amount to be recovered with no interest charged on that amount.

The **customer** may pay this amount in instalments, in which case the instalments must be payable over the same period of time during which the **customer** was undercharged.

#### **17.8 Wrong meter number**

Where the **customer** purchases credits for the wrong meter number, the **customer** must fill out a Reversal form in order to be issued another receipt paid to the **customer's** meter number.

## **18 TARIFFS AND CHARGES**

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### **18.1 Tariffs and charges according to Pricelist**

A **licensee's** current tariffs and charges for the electricity, **connection and supply services** and other services supplied to the **customer** under this contract must be the tariffs and charges under its **pricelist** which are tariffs and charges as may be approved by the **Commission** from time to time.

### **18.2 Variations to tariffs and charges**

**18.2.1** Where there has been a variation in the tariff or charge rate approved by the **Commission** and applying to the **customer**, a **licensee** may only impose it if a notice of new rates or charges is provided to the **customer** at least 20 **business days** before the variation takes effect.

**18.2.2** The notice must be published in a newspaper of national circulation, three days before the new rates or charges are imposed.

### **18.3 Electrical installation fees**

The installation fees, transmission fees and generation fees for **prepayment meter** must be fees set out in its **pricelist** and other fees as may be approved by a **licensee**.

## **19. SELF –DISCONNECTION AND RECOMMENCEMENT OF SUPPLY**

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### **19.1 Self-disconnected**

The **prepayment meter** will automatically **self-disconnect** supply of electricity to the **customer's supply point** when the **customer's prepayment meter** reads zero (0.00) balance.

## 19.2 **Recommencement of Supply**

Where supply has been disconnected through the means of the **prepayment meter**, the **prepayment meter** must be capable of recommencing supply as soon as the **token number** is entered into the **prepayment meter**.

## 19.3 **Request for disconnection/removal**

The **customer** may request a **licensee** to disconnect the **customer's supply point**, provided the **customer** complies with clause 8.5.

If the **customer** requests removal of the **prepayment meter**, a **licensee** will make immediate arrangements for:

- (a) the removal of the **prepayment meter**; or
- (b) the installation of a **prepayment meter**.

## 19.4 **Credit retrieval**

Where the **customer** wants to obtain a refund of any credits remaining in the **prepayment meter** account when the **prepayment meter** is removed, the **customer** must fill out a form approved by the **Commission** and submit to a **licensee** and a **licensee** will refund the **customer's** remaining credits.

# DIVISION 5: MISCELLANEOUS PROVISION

## 20. SPECIAL NEEDS

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### 20.1 **Life support equipment**

20.1.1 Where a **customer** provides a **licensee** with confirmation from a registered medical practitioner or a hospital that a person residing at the **customer's** premises requires life support equipment, the **licensee** must:

- (a) register the premises as a life support equipment address and give to the **a licensee** relevant information about the premises for the purposes of updating the **a licensee's** records and registers;
- (a) not disconnect or arrange for the disconnection of that premises while the person continues to reside at that address and requires the use of life support equipment; and
- (b) give the **customer**:
  - (i) a fault and disconnection telephone contact number which allows access to the **licensee**;
  - (ii) at least 4 **business days'** written notice of any planned interruptions to the supply of electricity at the premises (the 4 **business days** to be counted from the **date of receipt** of the notice); and
  - (iii) advice when there is likely to be a planned interruption of the supply of electricity at the premises.

20.1.2 A **licensee** may require that a **customer** whose premises has been registered under this clause inform the **licensee** if the person for whom the life support equipment is required vacates the premises or no longer requires the life support equipment.

- 20.1.3** A **licensee** must not install a **prepayment meter** where a **customer** is on life support equipment.
- 20.1.4** If a **licensee** is notified that a **customer** requires life support equipment; a **licensee** must make arrangements for:
- (a) the removal of the **prepayment meter** at no cost to the **customer**; and
  - (b) provide information about other options (if any) available to the **domestic customer**.

## **21. EMERGENCIES AND SAFETY**

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### **21.1 Emergency disconnection**

**21.1.1** Subject to any other clause, a **licensee** may disconnect or interrupt or cause to be disconnected or interrupted the supply of electricity to a **customer's supply point** in the case of an **emergency**.

**21.1.2** Where a **licensee** exercises its disconnection right under clause 21.1.1 it must:

- (a) provide, by way of a 24 hour emergency line, information on the nature of the **emergency** and an estimate of the time when the supply of electricity will be restored; and
- (b) use its best endeavours to restore the supply of electricity to the **customer's supply point** as soon as possible.

### **21.2 Powers under Acts**

Notwithstanding any other clause, a **licensee** may exercise any power, or comply with any direction, order or requirement, under the *Essential Services Act 2002* or any other relevant legislation.

### **21.3 Health and safety**

**21.3.1** Notwithstanding any other clause and subject to clause 21.3.2, a **licensee** may disconnect or interrupt or cause to be disconnected or interrupted the supply of electricity to a **customer's supply point** for reasons of health or safety.

**21.3.2** Except in the case of an **emergency**, or where there is a need to reduce the risk of fire, or where relevant legislation, regulations or codes require it, a **licensee** must not disconnect a **customer's** premises for a health or safety reason unless the **licensee** has –

- (a) given the **customer** written notice of the reason;
- (b) allowed the **customer 5 business days** to remove the reason (the **5 business days** shall be counted from the **date of receipt** of the notice); and
- (c) at the expiration of those **5 business days** given the **customer**, by way of a written **disconnection warning**, another **5 business days'** notice of its intention to disconnect the **supply point** (the **5 business days** shall be counted from the **date of receipt** of the notice).

## 22. SUPPLY INTERRUPTIONS

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### 22.1 A licensee's right to interrupt supply

Subject to clause 22.2 and 22.3 a **licensee** may interrupt or limit the supply of electricity to a **customer's supply point**:

- (a) to the extent necessary for carrying out maintenance or repair to, or testing or commissioning, the **licensee's** transmission or distribution network or any part of it or any **connection point**;
- (b) to the extent necessary for connecting a new **supply point** to the **licensee's** transmission or distribution network;
- (c) to the extent necessary for carrying out augmentations or extensions to the **licensee's** transmission or distribution network;
- (c) pursuant to clauses 21.1 (in the case of an **emergency**), 21.2 (pursuant to any relevant legislation) or 21.3 (for health and safety reasons); or
- (d) as otherwise agreed in writing with the **customer**.

For the customers on life support equipment, the right under clause 22.1 is alternative.

### 22.2 Notice of interruptions

Except in the case of an **emergency** or other event described in clause 21 or where the interruption or limitation of the supply of electricity is less than 15 minutes, a **licensee** must not exercise its right to interrupt or limit the supply of electricity under clause 22.1 unless the **licensee** has used its best endeavours to give each affected **customer** not less than 5 days' notice of the interruption or limitation of electricity supply (not including the day on which the notice is given):

- (a) by mail;
- (b) by radio or television announcement;
- (c) by publication in a daily newspaper; or
- (d) in such other manner as is approved by the **Commission**.

### 22.3 Minimisation of interruptions

A **licensee** that supplied electricity to a **supply point** must use its best endeavours:

- (a) to minimise interruptions or limitations of the supply of electricity to a **supply point** caused by:
  - (i) carrying out maintenance or repair to, or testing or commissioning, the **licensee's** transmission or distribution network or any part of it or any **connection point**;
  - (ii) connecting a new **supply point** to the **licensee's** transmission or distribution network; or
  - (iii) carrying out augmentations or extensions to the **licensee's** transmission or distribution network; and
- (b) to restore the supply of electricity as soon as practicable.

## 22.4 Information on interruptions

A **licensee** that supplies electricity to a **supply point** must provide a 24 hour telephone number for **customers** to find out, where information is available, the expected duration and other details of unplanned interruptions or limitations to the supply of electricity and for the notification of emergencies and faults.

## 23. METERS

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### 23.1 Meter testing

A **licensee** that supplies or sells electricity to a **supply point** may at any time, and must within a reasonable time of receipt of a request from a **customer**, test or arrange for the testing of a meter that measures the use of electricity at that **supply point**.

### 23.2 Costs of test

If, as a result of a test requested by a **customer** under this clause 23, the meter:

- (a) shows an error of plus or minus 2% or more in the amount of electricity recorded, a **licensee** must bear the cost of the test; or
- (b) shows no error or an error of less than plus or minus 2% in the amount of electricity recorded, a **licensee** may require that the **customer** who requested the test pay the cost of the test.

### 23.3 Results of test

A **licensee** must, upon request, provide the **customer** with the results of the test conducted under clause 23.1.

### 23.4 Repair or replacement of meter

If a test conducted in accordance with this clause 23 shows an error in a **meter** of plus or minus 2% or more in the amount of electricity recorded, a **licensee** must:

- (a) repair, or procure the repair, of the meter so that the error is rectified; or
- (b) replace the meter by installing a new meter,

within 5 **business days** or such longer period as may be approved by the **Commission**.

## 24. SEPARATE BILL

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### 24.1 Other Goods and Services to a customer

Where a **licensee** also supplies goods or services (other than those goods and services referred to in clause 8.4.1 and 18.1), the **licensee** must bill for those goods or services separately or:

- (a) include the charges for those goods and services as separate items in its bills;
- (b) apply any payment received from a **customer** as directed by that **customer**;
- (c) where a **customer** does not direct how the payment is to be applied, the **licensee** must apply the payment to the charges referred to in clause 8.4.1 before applying any portion of it to the charges for any other goods or services; and

- (d) must not recover any payment for those goods and services under the **prepayment meter** which adjusts the charges in the **prepayment meter account**.

## 25 CESSATION OF SUPPLY OR SALE OF ELECTRICITY AT CUSTOMER'S REQUEST

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If a **customer** gives a **licensee** at least 3 **business days**' notice of that **customer**'s intention to cease taking any supply of electricity, or to cease purchasing any electricity, from a **licensee** in respect of a **supply point**, a **licensee** must:

- (a) arrange for the reading of any credit meter on the notified date of cessation (or as soon as possible after that date if the **customer** has not provided access to that credit meter on that date); and
- (b) prepare and send to the **customer** at the forwarding address provided by the **customer** in the notice a final bill.

If a **customer** fails to give notice:

- (a) the relevant **licensee** the notice referred to in this clause; or
- (b) the required access to any **meter**,

a **licensee** may charge the **customer** for any electricity used at the **customer**'s **supply point** until the **credit meter** is read (which must take place within 3 **business days** of the **licensee** becoming aware that the **customer** has ceased to take any supply of electricity, or has ceased to purchase any electricity, from the **licensee** in respect of the **customer**'s **supply point**, provided that access to that **meter** is provided within the 3 **business day** period, and otherwise as soon as reasonably possible).

## 26. CUSTOMER'S RESPONSIBILITY

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A **consumer** is responsible for the protection of the prepayment meter and credit meter from damage.

## Schedule 1 - MINIMUM RELIABILITY STANDARDS

Reliability Target (%)			
Calendar year	Service zone 1	Service zone 2	Service zone 3
2003	1.1	N/A	N/A
2004	0.8	N/A	N/A
2005	0.6	1.0	1.5
2006	0.5	1.0	1.5
2007	0.4	1.0	1.5
2008	0.3	1.0	1.5
2009	0.22	1.0	1.5
2010	0.22	1.0	1.5
2011	0.22	0.4	0.8

It is intended that these Reliability Targets will correspond to those Reliability Targets set out in any **retail license** that applies to a **licensee**. Accordingly, it is intended that this Schedule will be modified to incorporate any changes in the Reliability Targets set out in any such **retail license** or to incorporate any new **Reliability Targets** for calendar years following 2011 which are set out in any such **retail license**..

## Schedule 2 - NEW CONNECTIONS AND REQUIRED CONNECTION DATES

Connection	Required connection date <sup>3</sup>
Reactivation of service to premises where premises has not been disconnected and premises is located in service zones 1, 2 or 3	2 working days after the reactivation of service is requested by the relevant <b>customer</b>
New low voltage <sup>1</sup> connection from existing mains adjacent to the premises to be connected where premises is located in: <ul style="list-style-type: none"> <li data-bbox="225 613 416 640">- service zone 1</li> <li data-bbox="225 703 485 730">- service zones 2 or 3</li> </ul>	5 working days after the connection is requested by the relevant <b>customer</b> 7 working days after the connection is requested by the relevant <b>customer</b>
New low voltage <sup>1</sup> connection which requires erection of new mains (with a maximum of 3 additional poles) where relevant premises is located in: <ul style="list-style-type: none"> <li data-bbox="225 934 416 960">- service zone 1</li> <li data-bbox="225 1023 485 1050">- service zones 2 or 3</li> </ul>	15 working days after the connection is requested by the relevant <b>customer</b> <sup>4</sup> 20 working days after the connection is requested by the relevant <b>customer</b> <sup>4</sup>
New high voltage <sup>2</sup> connection which requires new mains and pole mounted transformers where relevant premises is located in: <ul style="list-style-type: none"> <li data-bbox="225 1252 416 1279">- service zone 1</li> <li data-bbox="225 1344 485 1370">- service zones 2 or 3</li> </ul>	50 working days after the connection is requested by the relevant <b>customer</b> <sup>4</sup> 65 working days after the connection is requested by the relevant <b>customer</b> <sup>4</sup>
New high voltage <sup>2</sup> connection which requires new mains and ground type substations where relevant premises is located in service zones 1, 2 or 3	90 working days after the connection is requested by the relevant <b>customer</b> <sup>4</sup>
Any other new connection	Date agreed between a <b>licensee</b> and the relevant <b>customer</b>

1 Low voltage means 415V (three-phase) or 240V (single-phase).

2 High voltage means 11kV and above.

3 These **required connection dates** assume that any electric line or equipment to which the connection is being made is in a safe condition and is ready to receive such connection and that the **customer** has complied with any requirements imposed by a **licensee** as a pre-condition to connection.

4 These **required connection dates** assume that the required new mains and transformers are to be located either on land owned by the relevant **customer** or on land over which the relevant easements have been granted.

### Schedule 3 - SERVICE AREAS AND SERVICE ZONES

Service areas	Service zone
Port Moresby	1
Goroka	1
Rabaul/Kervat	1
Gusap	1
Ialibu	1
Kagua	1
Kainantu	1
Kundiawa	1
Kwikila	1
Lae	1
Madang	1
Mendi	1
Minj/Banz	1
Mount Hagen	1
Mumeng	1
Pangia	1
Wabag	1
Wapenamanda	1
Yonki	1
Kimbe	2
Wewak	2
Aitape	3
Alotau	3
Bialla	3
Daru	3

Service areas	Service zone
Finschhafen	3
Kavieng	3
Kerema	3
Lorengau	3
Maprik	3
Popondetta	3
Samarai	3
Vanimo	3
Wau	3
Porgera	3

The boundaries for each **service area** listed above are as specified in the retail licence issued to a **licensee** under the **Act**.