



Draft

Gas Industry Code

made under the *Gas Supply Act 2003*

Amendment history

Draft	Date	Comment
1	09/08/06	First Edition draft
2	27/10/06	Mark up of consultation version (draft 1)
3	6/2/07	Mark up of consultation version (draft 2)

**First Edition: made ## 2007
effective 1 July 2007**

This First Edition of the Gas Industry Code —

- was made under section 270A of the *Gas Supply Act 2003* ('**the Act**') by ~~[insert]~~, the Minister for [Mines and Energy](#) as Minister under the Act, on ## 2007. ~~and P~~ Pursuant to section 270C of the Act, a notice was published in the Queensland Government Gazette on # 2007 stating the *Minister* had made the *Code*; and
- pursuant to section 270C of the Act, comes into effect on 1 July 2007.

Amendment History

Edition	Date made by the <i>Minister</i>	Effective date
1	## 2007	1 July 2007

Gas Industry Code

Contents

CHAPTER 1:	THIS CODE	1
1.1	Introduction	1
1.1.1	Code objective	1
1.1.2	Scope	1
1.1.3	Authority	1
1.1.4	Date of effect	1
1.1.5	Application	1
1.1.6	Obligation to remedy	2
1.1.7	Amendment of <i>Code</i>	2
1.1.8	Interpretation	2
1.1.9	Other relevant instruments	2
CHAPTER 2:	GAS MARKET RETAIL RULES	3
2.1	Application of this Chapter	3
2.2	<i>Gas Market Retail Rules</i>	3
CHAPTER 3:	CUSTOMER CONNECTION SERVICES	4
3.1	Application of this Chapter	4
3.2	Minimum terms	4
3.3	<i>Disconnection and recommencement</i>	5
3.3.1	<i>When a distributor may disconnect</i>	5
3.3.2	<i>When distributor must disconnect</i>	6
3.3.3	Recommencement	6
3.3.4	Compensation for failure to <i>disconnect</i> or recommence	7
3.4	Indemnity and liability	7
3.4.1	No indemnity	7
3.4.2	Restrictions on <i>distributors'</i> limitation of liability in <i>connection contracts</i>	7
3.4.3	Implied terms and the <i>Trade Practices Act</i>	8
3.4.4	Non-exclusion	8

CHAPTER 4:	CUSTOMER RETAIL SERVICES	9
4.1	Application of this Chapter	9
4.2	Minimum terms and conditions	9
4.3	Cooling off	9
4.4	Bills and information	10
4.4.1	Obligation to bill at least quarterly	10
4.4.2	Particulars on each bill	10
4.4.3	Publication of <i>customer</i> information statement	11
4.4.4	Obligations to provide a copy of <i>standard retail contract</i>	12
4.5	Disconnection	12
4.5.1	Request by <i>retailer</i> to <i>disconnect</i>	12
4.5.2	Obligation to give recommencement notice	14
4.6	Indemnity and liability	14
4.6.1	No indemnity	14
4.6.2	Restrictions on <i>retailers'</i> limitation of liability in <i>retail contracts</i>	14
4.6.3	Implied terms and the <i>Trade Practices Act</i>	14
4.6.4	Not liable for gas	15
4.6.5	Non-exclusion	15
CHAPTER 5:	RETAIL MARKETING CONDUCT	16
5.1	Application of this Chapter	16
5.1.1	Application	16
5.1.2	Non-application by agreement	16
5.2	Compliance	16
5.2.1	Compliance	16
5.2.2	Statement of compliance	17
5.3	General conduct standards	17
5.4	Time of contact	17
5.5	Marketing Contacts	18
5.5.1	Identification	18
5.5.2	Contact details	18
5.5.3	Termination of <i>marketing contacts</i>	19
5.5.4	<i>Marketing</i> in person	19
5.5.5	Information and details to be provided in writing where <i>marketing</i> is in person	19
5.5.6	<i>Marketing</i> by telephone	20
5.5.7	<i>Marketing</i> by electronic means	20
5.5.8	Record keeping standards	20

5.6	Written disclosure statement	20
5.7	Dispute resolution	21
5.8	Consent	22
5.9	Training and product knowledge	22
5.10	Privacy	23
CHAPTER 6: RETAIL MARKET INFORMATION		24
6.1	Application of this Chapter	24
6.2	Price fact sheets	24
6.2.1	Publishing price fact sheets	24
6.2.2	Contents of price fact sheet	24
6.2.3	Form of price fact sheet	25
6.2.4	Expression of price information	25
6.3	Provision of information to the QCA	25
6.3.1	Provision of information to the QCA	25
6.3.2	Changes to <i>negotiated retail contracts</i>	25
6.3.3	Confidentiality of information	26
6.4	Price comparator	26
6.4.1	Development of price comparator	26
6.5	Review of developments in full retail contestability	27
6.5.1	QCA monitoring and reporting role	27
6.5.2	<i>Retailers to supply customer disconnection</i>	27
6.5.3	<i>Retailers to supply customer complaint data</i>	27
CHAPTER 7: GENERAL		29
7.1	Definitions and interpretation	29
7.1.1	Definitions	29
7.1.2	Interpretation	33
Annexure A - Gas Market Retail Rules		1

Gas Industry Code

CHAPTER 1: THIS CODE

1.1 Introduction

1.1.1 Code objective

The objective of this Code is to promote efficient investment in, and efficient use of, processed natural gas services for the long-term interests of Queensland customers of processed natural gas about price, quality, safety, reliability and security of supply of processed natural gas.

1.1.1.1.2 Scope

The scope of this Code is to:

- (a) set out and require compliance with the *Gas Market Retail Rules* for the operation of the gas market;
- (b) require *retailers* and *distributors* to comply with specified *customer protection* provisions for *small customers*;
- (c) set out *distributors'* and *retailers'* obligations where a *customer* transfers from one *retailer* to another; and
- (d) require *retailers* to comply with retail marketing and price disclosure rules.

1.1.2.1.3 Authority

This First Edition of the Code is made by the *Minister* under section 270A of the *Gas Supply Act*.

1.1.3.1.4 Date of effect

Subject to section 270C(2) of the *Gas Supply Act*, this First Edition of the Code takes effect on and from 1 July 2007.

1.1.4.1.5 Application

- (a) Each *distributor* must comply with this Code as a condition of its *distribution authority*.
- (b) Each *retailer* must comply with this Code as a condition of its *retail authority*.
- (c) The *GRMO* is required to comply with the *Gas Market Retail Rules* by the *Gas Supply Act*.

1.1.51.1.6 Obligation to remedy

- (a) If a *distributor* or *retailer* breaches this *Code*, it must remedy that breach as soon as practicable.
- (b) If the *GRMO* breaches the *Gas Market Retail Rules*, it must remedy that breach as soon as practicable.

1.1.61.1.7 Amendment of Code

This *Code* can only be amended in accordance with the procedures and consultation processes set out in the *gas legislation*.

1.1.71.1.8 Interpretation

Words appearing like *this* are defined in clause 7.1.1.

1.1.81.1.9 Other relevant instruments

Not all aspects of a *distributor's* or *retailer's* obligations are regulated by this *Code*. Their obligations and some aspects of their relationships with a *customer* are also affected by other instruments, including:

- (a) the *Gas Supply Act*;
- (b) the *Gas Supply Regulation*;
- (c) the *Gas Pipelines Access (Queensland) Act*;
- (d) the *Gas Pipelines Access (Queensland) Regulations*;
- (e) the *Petroleum and Gas Act*;
- (f) the *Petroleum and Gas Regulations*;
- (g) the *National Gas Code*; and
- (h) a *distributor's distribution authority* and a *retailer's retail authority*.

CHAPTER 2: GAS MARKET RETAIL RULES

2.1 Application of this Chapter

This Chapter applies to:

- (a) all *distributors*;
- (b) all *retailers*; and
- (c) the *GRMO*.

2.2 Gas Market Retail Rules

The *GRMO*, and each *distributor* and *retailer* must comply with the terms of the *Gas Market Retail Rules* which are set out in Annexure A.

CHAPTER 3: CUSTOMER CONNECTION SERVICES

3.1 Application of this Chapter

This Chapter applies to *distributors* in relation to *small customers*.

3.2 Minimum terms

For the purposes of section 109B(2) of the *Gas Supply Act*, clauses 3.3 ~~3.3~~ to 3.4 ~~3.4~~ are minimum terms for the provision of *customer connection services* to *small customers*.

~~3.3 Cooling-off~~

- ~~(a) This clause 3.3 does not apply if the *small customer's retailer* makes the application for *customer connection services* on the *small customer's* behalf. **[Consistent with s107. Confirm correct.]**~~
- ~~(b) A *distributor* must ensure that each *negotiated connection contract* it enters into with a *small customer* confers on the *small customer* the right to rescind that *negotiated connection contract* in accordance with this clause within the period of 10 *business days* commencing on, and including, the date the contract was entered into. **[Note: Under s107 of the *Gas Supply Act*, the cooling-off period was only 5 business days. This has been amended to 10 to accord with retail.] [Reference to "Disclosure statement" as event when the cooling-off period starts removed as not required for connection contracts.]**~~
- ~~(c) If a *distributor* enters into a *negotiated connection contract* with a *small customer*, the *distributor* must give the *small customer*:~~
- ~~(i) a notice, in the approved form under the *Fair Trading Act 1989* (Qld), explaining the right of the *small customer* to rescind the *negotiated connection contract*; and~~
 - ~~(ii) a notice, in the approved form under the *Fair Trading Act 1989* (Qld), that may be used by the *small customer* to rescind the *negotiated connection contract*,~~
- ~~whether or not the *Fair Trading Act 1989* (Qld) applies to the contract.~~
- ~~(d) A *distributor* must notify the *small customer* of a postal address, facsimile number and electronic mail address to which a notice of rescission may be sent.~~
- ~~(e) A right of rescission conferred under this clause may be exercised notwithstanding affirmation of the contract by the *small customer*.~~
- ~~(f) Notice of rescission must be provided to the *distributor* by the *small customer* in a form which clearly indicates an intention on the part of the *small customer* to rescind the *negotiated connection contract*.~~

~~This need not be the document provided to the *small customer* under paragraph 4.3(e).~~

~~(g) A notice of rescission provided in writing by a *small customer* will be deemed to have been received by the *distributor* on the date it was sent where the notice was sent by:~~

~~(i) post to the *distributor's* postal address; or~~

~~(ii) facsimile to the *distributor's* facsimile number; or~~

~~(iii) electronic mail to the *distributor's* electronic mail address,
notified in accordance with paragraph 4.3(d)~~

~~(h) Nothing in this clause affects other rights in law or in equity which a *small customer* may have in relation to the *negotiated connection contract* or the conduct of a *distributor*.~~

~~(i) A *distributor* must include in each *negotiated connection contract* it enters into with a *small customer* express provisions setting out the rights and obligations provided for by this clause 3.3.~~

~~(j) A *distributor* must retain records of a notice of rescission given by a *small customer* under paragraph (f) for a period of two years in a format which permits the *distributor* to answer any enquiries relating to that notice by the *small customer*, the *QCA*, the *Energy Ombudsman* or any other entity permitted by *gas legislation* to access that information.~~

~~*[Cooling off clause taken from clause s107 of the unamended Gas Supply Act with amendments to be consistent with retail. To be discussed whether required.]*~~

3.43.3 *Disconnection and recommencement*

3.4.13.3.1 *When a distributor may disconnect*

- (a) The *distributor* may only *disconnect* a *small customer's* premises on the following grounds.
- (i) because of an emergency or for a health or safety reason;
 - (ii) the *disconnection* has been directed under a dangerous situation direction under the *Petroleum and Gas Act*;
 - (iii) to carry out work that needs to be carried out without delay to prevent an emergency or a health or safety incident;
 - (iv) to carry out work to the *distributor's* *distribution system* if:
 - (A) the work is reasonably required and is done at a reasonable time; and

- (B) the person is given reasonable notice of the *disconnection*;
 - (v) *customer connection services* to the *premises* are denied or limited under an insufficiency of *supply* direction;
 - (vi) the *small customer* has contravened section 130 of the *Gas Supply Act* by preventing the officers of the *distributor* from safely exercising their powers of enter as granted by section 138 of the *Gas Supply Act*;
 - (vii) on request by a *retailer*; and
 - (viii) as otherwise permitted under the *gas legislation*.
- (b) The *disconnection* may be to the extent and for the period that the *distributor* reasonably believes is appropriate in the circumstances.

~~*[From section 120 of the unamended Gas Supply Act with some changes.]*~~

~~*[Are there any other disconnection requirements of the distributors which are not dependent on a request from a retailer?]*~~

3.4.23.3.2 When *distributor* must disconnect

If the *distributor* receives a *disconnection request* from a *retailer*, the *distributor* must, within 5 *business days*, comply with the request unless:

- (a) a *retailer* has given the *distributor* notice that the *retailer* wishes to sell *processed natural gas* to the person's *premises*; or
- (b) the *distributor* reasonably believes it would be unsafe or impractical to comply.

~~*[From section 122 of the unamended Gas Supply Act.]*~~

3.4.33.3.3 Recommencement

- (a) This clause 3.3.3 applies if:
 - (i) under clause 3.3.2, the *distributor* has *disconnected* a *small customer's premises*; and
 - (ii) a *retailer* gives the *distributor* a notice asking for the provision of *customer connection services* to be recommenced.
- (b) If the relevant *processed natural gas* installation and meters comply with all requirements under the *Petroleum and Gas Act* and any other relevant Act, the *distributor* must recommence the *customer connection services* within 5 *business days*.

- (c) The obligation to recommence is subject to the limits on the *distributor's* obligation to provide *customer connection services* under section 109 of the *Gas Supply Act*.

~~*[From section 123 of the unamended Gas Supply Act with some changes.]*~~

3.4.43.3.4 Compensation for failure to *disconnect* or recommence

- (a) This clause 3.3.4 applies if a *distributor* contravenes clauses 3.3.2 or 3.3.3 and a person as follows (the *claimant*) suffers a cost, damage or loss because of the contravention:
- (i) a person who wants to recommence *processed natural gas supply*;
 - (ii) for clause 3.3.2 - the *retailer* who made the *disconnection request*;
 - (iii) for clause 3.3.3 - the *retailer* that gave the notice asking for *customer connection services* to be recommenced.
- (b) The *distributor* must pay compensation for the cost, damage or loss suffered by the *claimant*.

~~*[From section 124 of the unamended Gas Supply Act with some changes.]*~~

3.53.4 Indemnity and liability

3.5.13.4.1 No indemnity

A *distributor* must ensure that any *connection contract* it enters into with a *small customer* does not include an indemnity or other term and condition the effect of which is to entitle the *distributor* to recover from the *small customer* in respect of:

- (a) any breach by the *small customer* of the contract; or
 - (b) any negligence by the *small customer* in relation to the contract,
- any greater amount than that which, under common law (including in equity) or statute, the *distributor* is entitled to as compensation for the *small customer's* breach of contract or negligence.

3.5.23.4.2 Restrictions on *distributors' limitation of liability in connection contracts*

A *distributor* must ensure that any clause in any *connection contract* it enters into with a *small customer* limiting the contractual liability of the *distributor* to the *small customer* does not provide any greater limitation of contractual liability than that provided for in clauses 3.4.3 to 3.4.4.

3.5.33.4.3 Implied terms and the *Trade Practices Act*

- (a) The *Trade Practices Act 1974* (Cwlth) and other laws imply certain conditions, warranties and rights into contracts that cannot be excluded or limited.
- (b) Unless one of these laws requires it, the *distributor* gives no condition, warranty or undertaking, and makes no representation to the *small customer* about the condition or suitability of gas, its quality, fitness for purpose or safety, other than those set out in the *connection contract*.
- (c) Any liability the *distributor* has to the *small customer* under these laws that cannot be excluded but that can be limited is (at the *distributor's* option) limited to:
 - (i) providing equivalent goods or services provided under this contract to the *small customer's premises*; or
 - (ii) paying the *small customer* the cost of replacing the goods or services provided under the *connection contract* to the *small customer's premises*, or acquiring equivalent goods or services.

3.5.43.4.4 Non-exclusion

Clause 3.4.3 is in addition to, and does not vary or exclude, the operation of sections 315 and 316 of the *Gas Supply Act* or section 856 of the *Petroleum and Gas Act*.

CHAPTER 4: CUSTOMER RETAIL SERVICES

4.1 Application of this Chapter

This Chapter applies to *retailers* in relation to *small customers*.

4.2 Minimum terms and conditions

For the purposes of section 205~~2~~(5)(b) of the *Gas Supply Act*, clauses 4.3 to 4.6 are minimum terms for the provision of *customer retail services* to *small customers*.

4.3 Cooling off

(a) A *retailer* must ensure that each *retail contract* it enters into with a *small customer* confers on the *small customer* the right to rescind that *retail contract* in accordance with this clause within the period of 10 *business days* commencing on, and including, the date of receipt by the *small customer* of the disclosure statement provided in respect of that *retail contract*.

~~(b) If a *retailer* enters into a *retail contract* with a *small customer*, the *retailer* must give the *small customer*:~~

~~(i) a notice, in the approved form under the *Fair Trading Act 1989* (Qld), explaining the right of the *small customer* to rescind the *retail contract*; and~~

~~(ii) a notice, in the approved form under the *Fair Trading Act 1989* (Qld), that may be used by the *small customer* to rescind the *retail contract*,~~

~~whether or not the *Fair Trading Act 1989* (Qld) applies to the contract.~~

~~(e)(b)~~ A right of rescission conferred under this clause may be exercised notwithstanding affirmation of the contract by the *small customer*.

~~(d)(c)~~ Notice of rescission must be provided to the *retailer* by the *small customer* in a form which clearly indicates an intention on the part of the *small customer* to rescind the *retail contract*. ~~This need not be the document provided to the *small customer* under paragraph (b).~~

~~(e)(d)~~ A notice of rescission provided in writing by a *small customer* will be deemed to have been received by the *retailer* on the date it was sent where the notice was sent by:

(i) post to the *retailer's* postal address as stated in the disclosure statement provided in respect of the *retail contract*; or

- (ii) facsimile to the *retailer's* facsimile number as stated in the disclosure statement provided in respect of the *retail contract*; or
- (iii) electronic mail to the *retailer's* electronic mail address as stated in the disclosure statement provided in respect of the *retail contract*.

~~(f)~~(e) Nothing in this clause affects other rights in law or in equity which a *small customer* may have in relation to the *retail contract* or the conduct of a *retailer*.

~~(e)~~(f) A *retailer* must include in each *retail contract* it enters into with a *small customer* express provisions setting out the rights and obligations provided for by this clause 4.3.

~~(h)~~(g) A *retailer* must retain records of a notice of rescission given by a *small customer* under paragraph (c) for a period of two years in a format which permits the *retailer* to answer any enquiries relating to that notice by the *small customer*, the *QCA*, the *Energy Ombudsman* or any other entity permitted by *gas legislation* to access that information.

4.4 Bills and information

4.4.1 Obligation to bill at least quarterly

A *retailer* must give each of its *small customers* a bill for *customer retail services* provided to the *small customer* at least once every 3 months.

~~*[From section 162 of the unamended Gas Supply Act with some changes.]*~~

4.4.2 Particulars on each bill

A bill from a *retailer* to a *small customer* must state each of the following:

- (a) the *small customer's* name, mailing address and bill number;
- (b) the address of the *premises* at which the relevant *customer retail services* were given;
- (c) from the time notified by the GRMO and only for *MIRN premises*, the *MIRN* and *MIRN checksum*;
- (d) the days on which the bill period started and ended;
- (e) the total charge the *small customer* must pay;
- (f) the charges from services provided or arranged by the *retailer* and any other fees or charges imposed on the *small customer*;

- (g) for the fees and charges mentioned in paragraph (f), the amount of:
 - (i) the charges for *processed natural gas* sales;
 - (ii) the charges for other services; and
 - (iii) any other fees and charges imposed on the *small customer*;
- (h) the day by which the total charge must be paid;
- (i) the amount of any arrears and the day by which the arrears must be paid;
- (j) the amount of any credit received;
- (k) the methods by which an amount owing to the *retailer* may be paid;
- (l) particulars of relevant meter readings;
- (m) the estimated or measured amount of *processed natural gas* in MJ;
- (n) particulars of any rates of charge for the *processed natural gas* supplied;
- (o) a contact telephone number at which the *retailer* will answer bill inquiries;
- (p) if the bill contains a *disconnection warning*, details of the existence and operation of the *Energy Ombudsman*, including the *Energy Ombudsman's* contact details;
- ~~(q)~~ (q) particulars, in MJ, of the average daily consumption of all *processed natural gas* supplied during the billing period;
- ~~(r)~~ (r) if the *retailer* gave the *small customer* a bill for the corresponding billing period in the previous year - particulars, in MJ, of the average daily consumption of all *processed natural gas* supplied during that billing period;
- ~~(s)~~ (s) a contact telephone number at which the *distributor* can be advised of emergencies, leakages, faults, unplanned interruptions and any other situation relevant to the *distributor* that relate to safety.

~~*[From section 162 of the unamended Gas Supply Act with some changes.]*~~

4.4.3 Publication of *customer information statement*

A *retailer* must publish on its website an information statement containing:

- (a) a summary of the procedures under the *Energy Ombudsman Act 2006* (Qld) for a dispute between *retailers* and their *small customers*;
- (b) a telephone number for the *QCA* at which advice may be obtained about how to refer disputes to the *Energy Ombudsman*; and

- (c) a telephone number for the *retailer* at which information may be obtained about the provision of *customer retail services* by the *retailer* and matters related to the provision of the services.

4.4.4 Obligations to provide a copy of *standard retail contract*

- (a) A *retailer* must, if asked by a *small customer* of the *retailer* or before the *retailer* first starts to sell *processed natural gas* to the *small customer's premises*, give the *small customer* a copy of the terms of its *standard retail contract*.
- (b) Subject to paragraph (c), the copy must be free of charge.
- (c) If a *small customer* has already received a copy of a *retailer's standard retail contract* under paragraph (a), the *retailer* may charge the *small customer* a reasonable charge for the provision of the *retailer's standard retail contract* on any subsequent request from the *small customer* within a 12 month period.

~~[4.4.3 and 4.4.4 adaptations of section 160 and 161 of the unamended Gas Supply Act.]~~

4.5 Disconnection

4.5.1 Request by *retailer* to *disconnect*

- (a) The *retailer* may only request a *distributor* to *disconnect* a *small customer's premises* (a ***disconnection request***):
 - (i) if:
 - (A) the *small customer* has failed to pay a bill and has not;
 - ~~(B)(aa) the *small customer* has~~ agreed to an offer of an instalment plan or other payment option; ~~or but has failed to make a payment in accordance with that plan or option;~~
 - (bb) adhered to the *small customer's* obligations to make payments in accordance with an agreed instalment plan or other payment option relating to the payment of bills; or
 - ~~(B)~~ the *small customer* has failed to provide a *security deposit* if and when it is required under the *retail contract*;
 - (C) the *small customer* has failed to give reasonable advance payments for the services, as requested by the *retailer*;

- (D) the *small customer* fails to allow, for three consecutive scheduled meter readings, access to its *premises* for a meter reading;
 - (E) the *small customer* has fraudulently acquired or intentionally consumed ~~gas~~ electricity otherwise than in accordance with the *gas legislation*; or
 - (F) the *small customer* refuses or fails to provide *acceptable identification* when requested by the *retailer*,
- and
- (G) the *retailer* has given the *small customer* at least two ~~2~~-notices (***disconnection warnings***) of the *retailer's* intention to request the *distributor* to *disconnect* the *small customer's premises*; or
- (ii) because of a ground mentioned in clause 3.3.1(a); or
 - (iii) if the *small customer* asks the *retailer* to arrange for the *disconnection*.
- (b) The *disconnection warnings* must:
- (i) be given at an interval of at least one ~~1~~-week; and
 - (ii) state each of the following:
 - (A) the grounds on which the *retailer* proposes to give the *disconnection request*;
 - (B) the day on which the *retailer* proposes to give the *disconnection request*;
 - (C) that if the *small customer* disputes that the *retailer* is not obliged to provide, or continue to provide, the *customer retail services* the *small customer* may, in writing, refer the dispute to the *Energy Ombudsman*.
- (c) The stated day must be at least 10 *business days* after the first *disconnection warning* is given.
- (d) The *disconnection request* must:
- (i) not be given or purport to be given to a *distributor* on the ground that the *retailer* is not obliged to provide, or continue to provide, *customer retail services* to the *small customer* unless the *retailer* has given the *disconnection warnings* as required under clause 4.5; and
 - (ii) state the appropriate request notices have been given and that any other pre-conditions under this *Code* or the *gas legislation* for *disconnection* have been complied with.

~~*[From section 120 and 164 of the unamended Gas Supply Act with some changes.]*~~

4.5.2 Obligation to give recommencement notice

If, under clause 3.3.2, the *distributor* has *disconnected* a *small customer's premises*, the *retailer* must give the *distributor* notice under clause 3.3.3 asking for the *services* to be recommenced if the *small customer*:

- (a) asks the *retailer* to give the notice;
- (b) if the *disconnection* was other than at the *small customer's* request - rectifies the ground on which the *disconnection* was based; and
- (c) pays the *retailer* any reasonable fee the *retailer* requires for the recommencement.

~~*[From section 165 of the unamended Gas Supply Act with some changes.]*~~

4.6 Indemnity and liability

4.6.1 No indemnity

A *retailer* must ensure that any *retail contract* it enters into with a *small customer* does not include an indemnity or other term and condition the effect of which is to entitle the *retailer* to recover from the *small customer* in respect of:

- (a) any breach by the *small customer* of the contract; or
- (b) any negligence by the *small customer* in relation to the contract,

any greater amount than that which, under common law (including in equity) or statute, the *retailer* is entitled to as compensation for the *small customer's* breach of contract or negligence.

4.6.2 Restrictions on *retailers' limitation of liability in retail contracts*

A *retailer* must ensure that any clause in any *retail contract* it enters into with a *small customer* limiting the contractual liability of the *retailer* to the *small customer* does not provide any greater limitation of contractual liability than that provided for in clauses 4.6.3 to 4.6.5.

4.6.3 Implied terms and the *Trade Practices Act*

- (a) The *Trade Practices Act 1974* (Cwlth) and other laws imply certain conditions, warranties and rights into contracts that cannot be excluded or limited.
- (b) Unless one of these laws requires it, the *retailer* gives no condition, warranty or undertaking, and makes no representation to the *small*

customer about the condition or suitability of gas, its quality, fitness for purpose or safety, other than those set out in the *retail contract*.

- (c) Any liability the *retailer* has to the *small customer* under these laws that cannot be excluded but that can be limited is (at the *retailer's* option) limited to:
 - (i) providing equivalent goods or services provided under this contract to the *small customer's premises*; or
 - (ii) paying the *small customer* the cost of replacing the goods or services provided under the *retail contract* to the *small customer's premises*, or acquiring equivalent goods or services.

4.6.4 Not liable for gas

- (a) So far as the law allows, a *retailer* is not liable for any loss or damage the *small customer* suffers (whether due to negligence or otherwise), because of the gas the *retailer* sells to the *small customer* under the *retail contract*.
- (b) In particular, the *retailer* is not liable for any loss or damage the *small customer* may suffer because:
 - (i) there is a failure of gas *supply*, or there is a defect in the gas *supplied* (however caused); or
 - (ii) some characteristic of the gas makes it unsuitable for some purpose.

4.6.5 Non-exclusion

Clauses 4.6.3 and 4.6.4 are in addition to, and do not vary or exclude, the operation of section 315 and 316 of the *Gas Supply Act* or section 856 of the *Petroleum and Gas Act*.

CHAPTER 5: RETAIL MARKETING CONDUCT

Preamble

Chapter 5 of this *Code* is intended to operate in conjunction with laws of general application. To the extent that there is any inconsistency between this Chapter and an applicable Commonwealth or State law, that law will take precedence.

5.1 Application of this Chapter

5.1.1 Application

This Chapter applies to:

- (a) all *retailers*;
- (b) unless otherwise specified, in relation to *small customers*, and *non-regulated marketers* are encouraged to comply with this Chapter 5.

5.1.2 Non-application by agreement

This Chapter 5, or specified provisions of this Chapter 5, will not apply to a *retailer*, or a *marketer* acting on the *retailer's* behalf, where the *retailer* has agreed in writing with an *customer*, by obtaining that *customer's explicit informed consent*, that this Chapter 5, or specified provisions of this Chapter 5, will not apply in respect of that *customer*, if the *customer*:

- (a) is a *business customer*;
- (b) has one or more *premises* or a group of *premises*;
- (c) is a *small customer* in respect of one or more of those *premises*; and
- (d) the aggregate of the actual or expected annual ~~gas~~-energy consumption level for those *premises* equals or exceeds:
 - (i) in the case of a proposed gas contract, 1TJ of gas per annum;
 - (ii) in the case of a proposed dual fuel contract, 100MWh of electricity per annum or 1TJ of gas per annum.

5.2 Compliance

5.2.1 Compliance

- (a) A *retailer* is responsible under this Chapter 5 for the conduct of any person who is employed, engaged or authorised by the *retailer* to carry out *marketing* on the *retailer's* behalf, including a non-

regulated marketer whose actions result, or are intended to result, in the *retailer* entering into a *retail contract* with a *small customer* for the provision of *customer retail services*.

- (b) A *retailer* will not be responsible for the conduct of a *non-regulated marketer* who is employed, engaged or authorised by a *small customer* or group of *small customers* to act on their behalf, whose actions result, or are intended to result, in the *small customer* or group of *small customers* entering into a *retail contract* with a *retailer* for the provision of *customer retail services*.

5.2.2 Statement of compliance

A *retailer* must use its best endeavours to obtain a written statement from a *non-regulated marketer* confirming the *non-regulated marketer's* compliance with this Chapter 5 where the *non-regulated marketer* has introduced a *small customer* to the *retailer* or has arranged or facilitated a *retail contract* on behalf of that *retailer*.

5.3 General conduct standards

A *marketer* or *salesperson* must while engaged in *marketing*:

- (a) comply with all applicable Commonwealth and State laws;
- (b) not engage in misleading, deceptive or unconscionable conduct, whether by act or omission;
- (c) not exert undue pressure on a *small customer*, nor harass or coerce a *small customer*;
- (d) use words and images that promote *small customers'* comprehension of *retail contracts*;
- (e) ensure that information provided to *small customers* is truthful and in plain language;
- (f) ensure that information provided to individual *small customers* is relevant to that *small customer's* circumstances; and
- (g) provide only timely, accurate, verifiable and truthful comparisons.

5.4 Time of contact

- (a) Except by prior appointment, a *marketer* or *salesperson* must not visit or telephone a *small customer* for the purpose of *marketing* a *retail contract*:
 - (i) at any time on a Sunday or a public holiday; or
 - (ii) on a Saturday:
 - (A) between midnight and 9.00 a.m.; or

- (B) between 5.00 p.m. and midnight; or
- (iii) on any other day:
 - (A) between midnight and 9.00 a.m.; or
 - (B) between 6.00 p.m. and midnight.

(b) If a retailer has an exemption under section 71A of the Fair Trading Act in relation to contact times, the retailer and its marketers or salespersons must comply with that exemption to the extent of any inconsistency.

~~(b)~~(c) Except by prior appointment, a marketer or salesperson must not telephone a *small customer* for the purpose of marketing a retail contract:

- (i) at any time on a Sunday or a public holiday; or
- (ii) on a Saturday:
 - (A) between midnight and 9.00 a.m.; or
 - (B) between 5.00 p.m. and midnight; or
- (iii) on any other day:
 - (A) between midnight and 9.00 a.m.; or
 - (B) between 8.00 p.m. and midnight.

5.5 Marketing Contacts

5.5.1 Identification

As soon as practicable following the commencement of any *marketing contact* with a *small customer*, a marketer or salesperson must advise the *small customer* of the purpose of the *marketing contact* and use its best endeavours to provide a *small customer* with the following information prior to completion of the *marketing contact*:

- (a) the name of the *salesperson*; and
- (b) the name of the *marketer* and, if different, the name of the *retailer* on whose behalf the *marketer* is acting.

5.5.2 Contact details

Prior to completion of a *marketing contact* with a *small customer*, the *marketer* or *salesperson* must use its best endeavours to provide a *small customer* with contact details for the *marketer* and, if different, the *retailer* on whose behalf the *marketer* or *salesperson* is acting.

5.5.3 Termination of *marketing contacts*

- (a) If a *small customer* requests the termination of a *marketing contact*, the *marketer* or *salesperson* must:
 - (i) immediately comply with that request;
 - (ii) refrain from contacting that *small customer* again for a period of 20 *business days* from the date of the request, unless otherwise advised by the *small customer*;
 - (iii) advise the *small customer* of the existence of the dispute resolution service provided by the *marketer*, or, if the *marketer* is not a *retailer*, the *retailer* on whose behalf the *marketer* or *salesperson* is acting; and
 - (iv) if requested by the *small customer*, provide details, including contact details, of that dispute resolution service.
- (b) To avoid doubt, paragraph (a) does not apply where a *small customer* defers a *marketing contact* to another date.

5.5.4 *Marketing in person*

- (a) A *marketer* or *salesperson* who makes a *marketing contact* by visiting a *small customer* must wear an identification card on his or her chest containing:
 - (i) a photograph of the *marketer* or *salesperson*; and
 - (ii) the name of the *marketer* or *salesperson* and, if different, the *retailer* on whose behalf the *marketer* is acting.
- (b) A *marketer* or *salesperson* who makes a *marketing contact* by visiting a *small customer* must also provide the *small customer* with:
 - (i) the *retailer's* telephone number for enquiries, verifications and complaints; and
 - (ii) if requested by the *small customer*, the address for service of the *retailer* on whose behalf the *marketer* or *salesperson* is acting.

5.5.5 Information and details to be provided in writing where *marketing* is in person

Information or details required to be provided to a *small customer* under clause 5.5.1, 5.5.2 or 5.5.3 must be provided to the *small customer* in writing if the *marketer* or *salesperson* is making the *marketing contact* by visiting the *small customer*.

5.5.6 *Marketing by telephone*

A *marketer* or *salesperson* who makes a *marketing contact* with a *small customer* by telephone must use its best endeavours to:

- (a) comply with the requirements of clauses 5.5.1 and 5.5.2; and
- (b) provide the *small customer* with sufficient contact details so that the *small customer* can contact the *marketer* or a *salesperson* by return telephone call if he or she requires.

5.5.7 *Marketing by electronic means*

A *marketer* or *salesperson* who makes a *marketing contact* with a *small customer* by means of an electronic communication must:

- (a) comply with the requirements of clauses 5.5.1 and 5.5.2; and
- (b) provide the *small customer* with sufficient contact details so that the *small customer* can contact the *marketer* or a *salesperson* by return electronic communication if he or she requires.

5.5.8 **Record keeping standards**

To enable the identification of *marketers* and *salespeople* by *small customers* and to assist *marketers* and *small customers* in dealing with enquiries, verifications and complaints, a *marketer* must for at least one year from the date of a *marketing contact* use its best endeavours to keep records of:

- (a) all *marketing contacts* with *small customers*, whether initiated by the *marketer* or the *small customer*; and
- (b) *small customer* requests not to be contacted by the *marketer*; and
- (c) *marketing contacts* which have been terminated at the request of the *small customer*.

5.6 **Written disclosure statement**

When a *marketing contact* results, or is intended to result, in a *small customer* entering into a *retail contract*, or when a *small customer* contacts a *marketer* for the purposes of entering into a *retail contract*, the following information must be provided in writing to the *small customer* by the *marketer* in a written disclosure statement at the time the *retail contract* is entered into or, if the contract is entered into over the telephone, within two *business days* of the *retail contract* being entered into:

~~***Approach to be confirmed. Discuss:***~~

~~***•use of SA approach to contract formation; or***~~

~~***•the above requirement, being that written disclosure be provided to customer within 2 business days of telephone sale.***~~

- (a) the name and address for service of the *marketer*, or, if different, the *retailer* on whose behalf the *marketer* is acting;
- (b) the postal address, facsimile number and e-mail address of the *marketer* or, if different, the *retailer* on whose behalf the *marketer* is acting;
- (c) the date of commencement of the *retail contract*;
- (d) the prices, charges, tariffs and service levels that will be applicable in respect of the *retail contract*;
- (e) if the prices, charges, tariffs or service levels are able to be changed by the *retailer* under the *retail contract*, the manner in which any such change may be effected;
- (f) the costs to the *small customer* associated with entering into the *retail contract*, outside of the prices, charges and tariffs payable (including any costs associated with the provision of infrastructure such as meters);
- (g) the type and frequency of bills which will be rendered under the *retail contract*;
- (h) the payment methods and options which are available in respect of the *retail contract*;
- (i) the early termination charges which may apply in the event that the *small customer* terminates a *fixed-term contract* prior to its expiry date and the method of calculation of those charges;
- (j) the enforcement expenses which may become payable in the event of a breach of the *retail contract* by the *small customer*;
- (k) the dispute resolution options which are available to *small customers*;
- (l) details of the right conferred on the *small customer* to rescind the *retail contract* in accordance with the *Code*; and
- (m) if a commission, fee or reward is to be paid for the introduction of business to the *retailer*:
 - (i) a statement of that fact;
 - (ii) details of the person by whom the commission, fee or reward is payable; and
 - (iii) details of the person to whom the commission, fee or reward is payable.

5.7 Dispute resolution

- (a) A *retailer* must, within 20 *business days* after it first markets *retail contracts* to a *small customer*, prepare and submit to the *QCA*, for

approval, its procedures to resolve *small customer* complaints and disputes with respect to *marketing*.

- (b) The procedures must deal with at least the following matters:
 - (i) how complaints are to be notified by *small customers*;
 - (ii) the handling of complaints;
 - (iii) method of response (for example, in writing);
 - (iv) referral to the *Energy Ombudsman* where the complaint is not satisfactorily resolved; and
 - (v) any other matter required by the *QCA*.
- (c) Any procedures referred to the *QCA* under this clause 5.7 will come into effect 20 *business days* after the *retailer* is notified by the *QCA* that approval has been granted.
- (d) [If the *QCA* notifies the *retailer* that it does not approve the procedures, the *retailer* must submit revised procedures as soon as practicable until a set of procedures are approved.](#)

5.8 Consent

- (a) Whenever a *marketer* is required to obtain the consent of a *small customer*, including the consent to enter into a *retail contract*, that consent must be the *explicit informed consent* of a *small customer* obtained only after timely, accurate, verifiable and truthful information on the consequences of providing consent has been made available to the *small customer* by the *marketer* (for example, through the use of a disclosure statement under clause 5.6).
- (b) A *marketer* must retain records of any *explicit informed consent* obtained under Chapter 5 of this *Code* for at least two years.
- (c) Records retained under paragraph (b) must be retained by the *marketer* in a format which permits the *marketer* to answer any enquires relating to a *customer's explicit informed consent* by that *small customer*, the *QCA*, the *Energy Ombudsman* or any other entity permitted by *gas legislation* to access that information.

5.9 Training and product knowledge

A *marketer* must ensure that the *marketer's* employees, agents and contractors have sufficient training and knowledge so as to be able to comply with this Chapter 5 of this *Code* and all other relevant legislative requirements.

5.10 Privacy

While engaged in *marketing*, a *marketer* must, in dealing with *small customers*' information, comply with:

- (a) the *Privacy Act 1988* (Cth); and
- (b) any instrument issued by the *QCA* regarding privacy.

A *marketer* must inform a *small customer* of the *marketer*'s privacy obligations at the request of the *small customer*.

6.1 Application of this Chapter

This Chapter applies to all *retailers* and in relation to *residential customers*.

6.2 Price fact sheets

6.2.1 Publishing price fact sheets

For each *negotiated retail contract* that a *retailer* offers to *residential customers* the *retailer* must, in relation to that *negotiated retail contract*:

- (a) publish a price fact sheet on its website; and
- (b) in combination with, or included within, any written disclosure statement provided to a *residential customer* under the requirements of clause 5.6 of this *Code* provide a price fact sheet; and
- (c) provide a price fact sheet to a *residential customer* on request.

6.2.2 Contents of price fact sheet

A price fact sheet published in accordance with clause 6.2.1 must include at least the following information:

- (a) the estimated annual cost of the *negotiated retail contract* (assuming consumption is spread evenly over the year and excluding rebates or fees listed below in paragraphs (b) to (g)) for a *customer* with an annual gas consumption level of:
 - (i) 5GJ;
 - (ii) 10GJ; and
 - (iii) 15GJ,
- (b) the amount of any loyalty rebate;
- (c) the amount of any entry rebate;
- (d) the amount of any account establishment fees;
- (e) the amount of any exit fees;
- (f) the amount of any direct debit rebate; and
- (g) the amount of any other new fees and charges.

6.2.3 Form of price fact sheet

Nothing in this clause 6.2 restricts a *retailer* providing the price fact sheets in conjunction with other *marketing* or information material.

6.2.4 Expression of price information

In any promotional or *marketing* information provided by a *retailer* or on behalf of a *retailer* to a *residential customer*, prices must be expressed as inclusive of *GST*.

6.3 Provision of information to the QCA

6.3.1 Provision of information to the QCA

In relation to each type of the *negotiated retail contracts* that a *retailer* offers to *residential customers*, the *retailer* must provide the *QCA* with accurate and full information about that type of *negotiated retail contract* including, but not limited to:

- (a) price and price structures;
- (b) loyalty rebates;
- (c) entry rebates;
- (d) account establishment fees;
- (e) exit fees;
- (f) any other new fees and charges;
- (g) direct debit rebates; and
- (h) non-price incentives, including but not limited to:
 - (i) loyalty schemes; and
 - (ii) product vouchers.

6.3.2 Changes to *negotiated retail contracts*

- (a) A *retailer* must inform the *QCA* of any changes to the information provided under clause 6.3.1 no more than 24 hours after the changes have taken effect.
- (b) A *retailer* may notify the *QCA* of any changes to the information provided under clause 6.3.1 by telephone, fax or email.
- (c) If notification is made by telephone, written confirmation of any changes to the information provided under clause 6.3.1 must be provided to the *QCA* within five *business days* of the date of that notification.

6.3.3 Confidentiality of information

- (a) When providing the *QCA* with information about a *negotiated retail contract* under clause 6.3.1 or 6.3.2, the *retailer* may request the *QCA* not to disclose the information publicly.
- (b) If the *QCA* determines that a claim for confidentiality made under paragraph (a) is reasonable and in the public interest, the *QCA* will not publicly disclose the information provided under clause 6.3.1 or 6.3.2 through any of the *QCA*'s price comparison services.

6.4 Price comparator

6.4.1 Development of price comparator

- (a) The *QCA* must develop and make available [on its website](#) a price comparator so that *residential customers* can compare an offer it receives to enter into a *negotiated retail contract* against the types of *negotiated retail contracts* offered by *retailers*.
- (b) The price comparator must:
 - (i) be developed with the objective of enabling *residential customers* to compare types of *negotiated retail contracts* and each *retailer's standard retail contract*;
 - (ii) prompt the *residential customer* to provide details of [gas electricity](#) consumption from their bills (up to four) and details from any offer they have received from a *retailer*; and
 - (iii) show the estimated annual gas costs under each type of *negotiated retail contract* [and each retailer's standard retail contract](#) when gas consumption details are entered by *residential customers* and any savings the *residential customer* could make by entering into a [standard retail contract with the retailer or a negotiated retail contract](#) other than the offer they have received from the *retailer*.
- (c) The price comparator will only be a guide and this should be made clear to *residential customers* that use the price comparator.
- (d) The price comparator need only deal with price components of *negotiated retail contracts* in monetary terms and need not deal with non-cash rewards such as vouchers, discounts on other products or services or any eligibility for an energy concession in financial comparisons. However, the price comparator must include a field that provides for a text description of any non-cash rewards offered by the *retailer* under the contract.
- (e) Nothing in this clause 6.4 prohibits the *QCA* developing and making available a single price comparator that compares prices for the provision of both gas and electricity.

6.5 Review of developments in full retail contestability

6.5.1 QCA monitoring and reporting role

The QCA must following the FRC commencement date:

- (a) monitor the development of the Queensland gas market;
- (b) publish on annual basis by retailer the information on customer disconnections provided by retailers under clause 6.5.2; and
- (c) publish on annual basis by retailer the information on customer complaints provided by the retailers under clause 6.5.3.

6.5.2 Retailers to supply customer disconnection

Each retailer must, within one month after the end of each year following the FRC commencement date, supply to the QCA data that details:

- (a) the number of the retailer's small customers that were disconnected due to non payment; and
- (b) the number of the retailer's small customers that were disconnected at a premises due to non payment but who have been reconnected within 7 days with the same name at the premises.

for the previous year.

6.5.3 Retailers to supply customer complaint data

Each retailer must, within one month after the end of each year following the FRC commencement date, supply to the QCA data that details the number of complaints received in respect of their actions or omissions as a retailer, for the following categories:

- (a) total number of complaints;
- (b) billing or account complaints;
- (c) other complaints.

for the previous year.

6.5.1 QCA monitoring role

The QCA must, within a reasonable time after each six month period (starting 1 January and 1 July each year):

- (a) monitor the development of the Queensland gas market by reviewing the data provided by all retailers under clause 6.5.3; and**
- (b) publish the aggregate number of completed small customer transfers to a negotiated retail contract (such transfers include transfers to a**

~~negotiated retail contract with either the small customers then current retailer or another retailer);~~

~~for that six month period.~~

~~6.5.2 Retailers to supply customer disconnection data~~

~~Each retailer must, within one month after the end of each six month period (starting 1 January and 1 July each year), supply to the QCA data that details:~~

~~(a) the number of the retailer's customers that were disconnected due to non-payment; and~~

~~(b) the number of the retailer's customers that were disconnected at a premises due to non-payment but who have been reconnected within 7 days with the same name at the premises,~~

~~in that six month period.~~

~~*[Details of what needs to be provided to be confirmed. Amended to replicate National Comparative Performance Data for Electricity.]*~~

~~6.5.3 Retailers to supply customer complaint data~~

~~Each retailer must, within one month after the end of each six month period (starting 1 January and 1 July each year), supply to the QCA data that details the number and type of complaints received in respect of their actions or omissions as a retailer, in that six month period for the following categories:~~

~~(a) total number of complaints;~~

~~(b) billing or account complaints;~~

~~other complaints.~~

~~*[Details of what needs to be provided to be confirmed. Amended to replicate National Comparative Performance Data for Electricity.]*~~

CHAPTER 7: GENERAL

7.1 Definitions and interpretation

7.1.1 Definitions

acceptable identification in relation to:

- (a) a *residential customer*, includes one or more of the following:
 - (i) a driver's licence, a current passport or other form of photographic identification;
 - (ii) a Pensioner Concession Card or other entitlement card issued by the State or Commonwealth Government;
 - (iii) a birth certificate.
- (b) a *business customer* which is a sole trader or partnership, includes one or more of the forms of identification for a *residential customer* for each of the individuals that conduct the business.
- (c) a *business customer* which is a body corporate, includes the body corporate's Australian Company Number or Australian Business Number.

~~*actual meter reading* has the meaning given in the *Gas Market Retail Rules*.~~

~~*annual gas consumption level* means [insert]. [VENCorp to provide.]~~

business customer means a *customer* who is not a *residential customer*.

business day means a day, other than a Saturday, a Sunday or a Queensland wide public holiday (as appointed under the *Holidays Act 1983* (Qld)).

claimant has the meaning given in clause 3.3.4(a).

Code means this Gas Industry *Code*.

connection contract has the meaning given in the *Gas Supply Act*.

customer has the meaning given in the *Gas Supply Act*.

customer connection services has the meaning given under the *Gas Supply Act*.

customer information means information relating to a specific *small customer* obtained by a *marketer*, its employees, agents or contractors through the process of marketing ~~*customer sale retail*~~ contracts to the *small customer*, and includes information obtained without the consent of the *small customer*.

customer retail services has the meaning given under the *Gas Supply Act*.

disconnect has the meaning given in the *Gas Supply Act*.

disconnection request has the meaning given in clause 4.5.1.

disconnection warning has the meaning given in clause 4.5.1.

distribution authority has the meaning given under the *Gas Supply Act*.

distribution system has the meaning given in the *Gas Supply Act*.

distributor means an entity that holds a *distribution authority*.

Energy Ombudsman means the *Energy Ombudsman* established under the *Energy Ombudsman Act 2006* (Qld).

~~**estimated meter reading** has the meaning given in the *Gas Market Retail Rules*.~~

explicit informed consent is the consent provided by a *customer* where:

- (a) the *customer* provides express conscious agreement;
- (b) the relevant *retailer* has fully and adequately disclosed all matters relevant to that *customer*, including each specific purpose for which the consent will be used;
- (c) all disclosures referred to in paragraph (b) are truthful and have been provided in plain English.

FRC commencement date means 1 July 2007.

Fair Trading Act means the *Fair Trading Act 1989* (Qld).

fixed-term contract means *retail contract* which has start and finish dates set expressly under the terms and conditions of that *retail contract*.

Gas Market Retail Rules means the rules for the operation of the gas market and annexed as annexure A to this *Code*.

gas legislation means the *Gas Supply Act*, *Petroleum and Gas Act*, *Gas Pipelines Access (Queensland) Act* and regulations, standards, codes, protocols and rules made under those acts.

Gas Pipelines Access (Queensland) Act means the *Gas Pipelines Access (Queensland) Act 1998* (Qld).

Gas Pipelines Access (Queensland) Regulations means the *Gas Pipelines Access (Queensland) Regulations 2000* (Qld).

Gas Supply Act means the *Gas Supply Act 2003* (Qld).

Gas Supply Regulation means the *Gas Supply Regulation 2003* (Qld).

GJ means one giga-joules which equals 1×10^9 joules.

GRMO means the gas retail market operator appointed under the *Gas Supply Act*.

GST has the meaning it has in the *A New Tax System (Goods and Services Tax) Act 1999 (Cwlth)*.

instalment plan means a plan for a *customer* to pay to the *retailer*, by periodic instalments, all arrears (including any *disconnection* or reconnection charges) and charges relating to continued usage of gas but, to avoid doubt, does not include an informal arrangement under which a *customer* is granted additional time to pay an amount owed.

marketer means a person who carries on the business of marketing *retail customer-sale* contracts and includes a *retailer* and *non-regulated marketer*.

marketing includes, but is not limited to, advertising, sales, promotions, market research, public relations, discussions or negotiations by any means in the nature of a personal contact with a *small customer* whether solicited or unsolicited for the purposes of entering into a *retail customer-sale* contract.

marketing contact means a contact made by a *marketer* with a *small customer* for the purposes of marketing a *retail contract*.

Minister means the *Minister* under the *Gas Supply Act*.

MIRN ~~has the meaning given in the *Gas Market Retail Rules*~~ means a Meter Installation Registration Number assigned to a metering installation at a gas customer's premises.

MIRN checksum means a Meter Installation Registration Number checksum associated with a *MIRN*.

MIRN premises has the meaning given in the *Gas Supply Act*.

~~**MIRN standing data** means each of the following items of data:~~

- ~~(a) *MIRN & MIRN checksum*;~~
- ~~(b) *the discovery address*;~~
- ~~(c) *the meter number*;~~
- ~~(d) *next scheduled read date*;~~
- ~~(e) *the gas zone code*;~~
- ~~(f) *the distribution tariff code to which the delivery point is assigned*;~~
- ~~(g) *the MIRN status*;~~
- ~~(h) *any excluded services charges for the MIRN*;~~
- ~~(i) *pressure correction*; and~~
- ~~(j) *meter read frequency*. **[Sun Retail amendment. Confirm.]**~~

MJ means [one megajoule which equals 1 x 10⁶ joules](#).

National Gas Code means the National Third Party Access Code for Natural Gas Pipeline Systems.

negotiated retail contract has the meaning given under the *Gas Supply Act*.

non-regulated marketer means a person who carries on the business of marketing [retail customer sale contracts](#) for the provision of *customer retail services to small customers* but does not have an authority issued by the [regulator QCA](#).

Petroleum and Gas Act means the *Petroleum and Gas (Production and Safety) Act 2004 (Qld)*.

Petroleum and Gas Regulations means the *Petroleum and Gas (Production and Safety) Regulations 2004 (Qld)*.

premises means the address at which *customer retail services* or *customer connection services* (as the context requires) are provided to a *customer*.

processed natural gas has the meaning given under the *Gas Supply Act*.

QCA means the Queensland Competition Authority [established under the Queensland Competition Authority Act 1997 \(Qld\)](#).

[regulator](#) has the meaning given under the *Gas Supply Act*.

residential customer means a *customer* whose [primary use of gas is for household purposes](#) ~~acquires gas for domestic use~~.

retail authority has the meaning given under the *Gas Supply Act*.

retail contract has the meaning given under the *Gas Supply Act*.

retailer means an entity that holds a *retail authority*.

[retailer of last resort](#) means a person appointed to provide *customer retail services* under a *retailer of last resort scheme*.

~~**reticulated** has the meaning given under the *Gas Supply Act*.~~

salesperson means an employee or contractor acting on behalf of a *marketer* in the marketing of [retail customer sale contracts](#), and **salespeople** has a corresponding meaning.

security deposit means an amount of money or other arrangement acceptable to the *retailer* as a security against a *customer* defaulting on a bill.

small customer has the meaning given under the *Gas Supply Act*.

~~**special meter reading** has the meaning given in the *Gas Market Retail Rules*.~~

standard retail contract has the meaning given in the *Gas Supply Act*.

supply has the meaning given in the *Gas Supply Act*.

TJ means one terrajoule which equals 1×10^{12} joules.

~~*unique match* means the return of a single set of *MIRN* and *MIRN* checksum in response to a request made by a *retailer* under clause **Error! Reference source not found.** of this *Code*.~~

7.1.2 Interpretation

Unless the contrary intention appears, a reference in this *Code* to:

- (a) **(headings)** headings are for convenience only and do not affect the interpretation of this *Code*;
- (b) **(variations or replacement)** a document (including this *Code*) includes any variation or replacement of it;
- (c) **(clauses, schedules and annexures)** a clause, schedule or annexure is a reference to a clause in or schedule or annexure to this *Code*;
- (d) **(reference to statutes)** a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (e) **(law)** law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (f) **(singular includes plural)** the singular includes the plural and vice versa;
- (g) **(person)** the word “person” includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any government agency;
- (h) **(dollars)** \$ is a reference to the lawful currency of Australia;
- (i) **(calculation of time)** if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (j) **(reference to a day)** a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (k) **(meaning not limited)** the words “include”, “including” or “for example” are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;

- (l) **(next business day)** if an event under this agreement must occur on a stipulated day which is not a *business day* then the stipulated day will be taken to be the next *business day*;
- (m) **(reference to anything)** anything (including any amount) is a reference to the whole and each part of it;
- (n) **(footnotes)** footnotes are for reference only and do not affect the interpretation of this *Code*.

Gas Industry Code

Annexure A - Gas Market Retail Rules