



# Gas Distribution Code of Practice

Version 1

1 October 2024



## GAS DISTRIBUTION CODE OF PRACTICE

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### Revisions to this Code of Practice

Version no.	Date effective	Nature of amendment
1	1 October 2024	Replaced the Gas Distribution System Code of Practice (version 16).

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# 1. Introduction

## 1.1. Purpose

The objectives of this *Code of Practice* are:

- (a) to set out the minimum standards for the operation and use of a *distribution system* including requirements for:
  - (i) the operation of a *distribution system*;
  - (ii) *connection and augmentation*;
  - (iii) *disconnection, reconnection and abolishment*;
  - (iv) standards and testing of *metering installations*;
  - (v) *interruptions*;
  - (vi) *life-support equipment*;
  - (vii) provision of information to *customers*;
  - (viii) *deemed distribution contracts*; and
  - (ix) *customer complaint* handling.
- (b) to promote the long-term interests of Victorian consumers.

## 1.2. Commencement and operation

This *Code of Practice* came into effect on 1 October 2024.

Note: This *Code of Practice* is made under section 47(1) of the Essential Services Commission Act 2001 and replaces version 16 of the Gas Distribution System Code of Practice.

## 1.3. Civil penalty requirements

The clauses specified in Schedule 1 of this *Code of Practice* are specified as civil penalty requirements for the purposes of section 47(4)(f) of the *Essential Services Commission Act 2001*.

## 1.4. Exemption from compliance with this Code of Practice

- 1.4.1.** A person who is subject to any provision of this *Code of Practice* may apply to the *Commission* for an exemption from complying with one or more provisions of this *Code of Practice*.
- 1.4.2.** Upon receipt of an application, if the *Commission* considers it appropriate to do so, it may exempt the person from complying with one or more provisions of this *Code of Practice* for a specified period.
- 1.4.3.** Any exemption granted under clause 1.4.2:
- (a)** may exempt the person from complying with a provision of this *Code of Practice* either wholly or to a specified extent; and
  - (b)** may be granted unconditionally or on such conditions as the *Commission* considers appropriate.

## 2. Interpretation

### 2.1. Glossary

Words and phrases in this *Code of Practice* which appear in italics are defined below:

<i>abolishment</i>	the permanent removal of a <i>connection</i> by: <ul style="list-style-type: none"><li>(a) cut and cap of the service within the street and removal of all above ground assets (including the <i>meter</i>); or</li><li>(b) removing a <i>meter</i> and service line to prevent the withdrawal of <i>gas</i> at the <i>distribution delivery point</i>.</li></ul>
<i>acceptance testing</i>	the testing and setting conducted by a manufacturer or installer on a <i>meter, corrector or metering installation</i> to establish the initial calibration of the <i>meter, corrector or metering installation</i> .
<i>access arrangement</i>	an access arrangement approved by the Australian Energy Regulator under the <i>National Gas Rules</i> .
<i>Act</i>	the <i>Gas Industry Act 2001</i> .
<i>AEMO</i>	the Australian Energy Market Operator Limited, ABN 94 072 010 327.

<i>affected party</i>	a person who may be affected by the possible inaccuracy of a <i>metering installation</i> or <i>metering data</i> from that <i>metering installation</i> .
<i>AS/NZS 4944</i>	Australian Standard AS/NZS 4944:2006 Gas Meters – In-service compliance testing, as amended from time to time.
<i>augmentation</i>	the process of upgrading capacity or service potential of a <i>distribution pipeline</i> by: <ul style="list-style-type: none"> <li>(a) replacing or enhancing existing plant or equipment; or</li> <li>(b) adding new plant or equipment.</li> </ul>
<i>basic connection service</i>	a service involved in providing a <i>connection</i> between a <i>distribution pipeline</i> and a <i>customer's</i> premises where the provision of the service involves minimal or no extension to, or <i>augmentation</i> of, the <i>distribution pipeline</i> .
<i>best endeavours</i>	includes acting in good faith and doing all that is reasonably necessary in the circumstances.
<i>biomethane</i>	has the same meaning as in the <i>NGL</i> .
<i>business day</i>	a day other than a Saturday or a Sunday or a public holiday (being a public holiday that is appointed as such under the <i>Public Holidays Act 1993</i> ) in the Melbourne metropolitan area.
<i>change of gas type</i>	occurs when there is a change in the <i>type of gas</i> that may be supplied through a <i>distribution system</i> . <p>Note: A change of gas type would occur, for example, if only <i>natural gas</i> is supplied through a <i>distribution system</i> and then a new facility capable of injecting hydrogen is connected to that system. This is because after the connection of that facility, <i>customers</i> may be supplied with a <i>gas blend</i> made up of <i>natural gas</i> and hydrogen. A change in the volume of <i>primary gases</i> that may be blended together to make a <i>gas blend</i> is not a <i>change of gas type</i>.</p>
<i>Class A supply point</i>	a <i>distribution delivery point</i> of a <i>gas customer</i> or a <i>distribution connected facility</i> that withdraws 250,000 GJ or more per year.
<i>Class B supply point</i>	a <i>distribution delivery point</i> of a <i>gas customer</i> or a <i>distribution</i>

*connected facility* that withdraws less than 250,000 GJ per year.

<i>Code of Practice</i>	the <i>Gas Distribution Code of Practice</i> .
<i>Commission</i>	the Essential Services Commission established under the <i>Essential Services Commission Act 2001</i> .
<i>complaint</i>	a written or verbal expression of dissatisfaction about an action, a proposed action, or a failure to act by a <i>distributor</i> , its employees or contractors. This includes failure by the <i>distributor</i> to observe its published practices or procedures.
<i>connection</i>	the joining of a <i>gas installation</i> to a <i>distribution delivery point</i> to allow the flow of <i>gas</i> .
<i>connection alteration</i>	an alteration to an existing <i>connection</i> including an addition, upgrade, extension, expansion, <i>augmentation</i> or any other kind of alteration.
<i>connection charge</i>	a charge imposed by a <i>distributor</i> for a <i>connection service</i> .
<i>connection service</i>	a service relating to a new <i>connection</i> for premises or a service relating to a <i>connection alteration</i> for premises.
<i>corrector</i>	a device which adjusts an uncorrected quantity of <i>gas</i> from actual to standard conditions for billing and other purposes.
<i>customer</i>	a person to whom a <i>distributor</i> delivers <i>gas</i> through its <i>distribution system</i> at a <i>distribution delivery point</i> or a person who has sought <i>connection</i> to the <i>distribution system</i> for such delivery or potential delivery of <i>gas</i> .
<i>data logger</i>	a device that collects and stores data relating to the quantity, temperature and pressure of <i>gas</i> and is capable of either:  (a) transferring recorded data to a portable reading device; or  (b) being accessed electronically by <i>AEMO</i> through a data collection system.

<i>declared transmission system (DTS)</i>	a <i>transmission pipeline</i> , or a part of a <i>transmission pipeline</i> , declared by Order under section 39 of the <i>National Gas (Victoria) Act 2008</i> to be a declared transmission system.
<i>dedicated facilities</i>	in relation to a <i>customer</i> , means those facilities that are used or may be used to transport <i>gas</i> to that <i>customer</i> and no other <i>customer</i> .
<i>deemed distribution contract</i>	the terms and conditions for the distribution or supply of <i>gas</i> by a <i>distributor</i> that are approved by the <i>Commission</i> under section 48 of the <i>Act</i> .
<i>deregister</i>	the removal or modification of <i>life-support customer details</i> from a <i>register of life-support customers and residents</i> so as to indicate that a <i>customer</i> is no longer a <i>life-support customer</i> .
<i>deregistration notice</i>	a written notice issued by a <i>distributor</i> to inform a <i>customer</i> that their <i>life-support customer details</i> will be removed from the <i>register of life-support customers and residents</i> if the <i>customer</i> does not provide <i>medical confirmation</i> by the date specified in that deregistration notice.
<i>disconnection</i>	the temporary closing of a <i>connection</i> to prevent the withdrawal of <i>gas</i> at the <i>distribution delivery point</i> by: <ul style="list-style-type: none"> <li>(a) the use of locks or plugs at a <i>metering installation</i>; or</li> <li>(b) removal of the <i>meter</i> at a <i>metering installation</i> (without removing the service line)</li> </ul> that does not include an <i>interruption</i> .
<i>distribution connected facility</i>	a <i>storage facility</i> , <i>gas</i> production facility or blend processing facility connected to a <i>distribution system</i> .
<i>distribution delivery point</i>	a point on a <i>distribution pipeline</i> at which <i>gas</i> is withdrawn from a <i>distribution system</i> and delivered to a <i>customer</i> or injected into a <i>distribution connected facility</i> .
<i>distribution licence</i>	a licence to provide services (other than the sale of <i>gas</i> by retail) by means of a <i>distribution pipeline</i> granted by the <i>Commission</i> under the

*Act.*

<i>distribution pipeline</i>	<p>any <i>pipeline</i> which has a maximum allowable operating pressure of up to 1050 <i>kPa</i> gauge (including <i>pipelines</i> for the reticulation of tempered liquified petroleum gas) and any other <i>pipelines</i> which:</p> <p>(a) have a maximum allowable operating pressure greater than 1050 <i>kPa</i> gauge;</p> <p>(b) are functionally a distribution pipeline in nature (i.e., few inputs and many closely spaced outputs);</p> <p>and through which a <i>distributor</i> transports <i>gas</i> to <i>customers</i>.</p>
<i>distribution service</i>	<p>the service of receipt of <i>gas</i> at <i>transfer points</i> and <i>receipt points</i>, haulage of the <i>gas</i> through a <i>distribution system</i> and delivery of the <i>gas</i> at <i>distribution delivery points</i>.</p>
<i>distribution system</i>	<p>a network of pipes, <i>meters</i> and controls which a <i>distributor</i> uses to supply <i>gas</i>.</p>
<i>distributor</i>	<p>a person who holds a <i>distribution licence</i> under the <i>Act</i>.</p>
<i>DUAFG period</i>	<p>has the same meaning as in <i>AEMO's Wholesale Market Settlement Procedures (Victoria)</i>.</p>
<i>emergency</i>	<p>has the same meaning as in the <i>Emergency Management Act 2013</i>.</p>
<i>energy ombudsman</i>	<p>the Energy and Water Ombudsman (Victoria) scheme or any other <i>customer</i> dispute resolution scheme approved by the <i>Commission</i> pursuant to section 36 of the <i>Act</i>.</p>
<i>Energy Retail Code of Practice</i>	<p>the code of practice of that name made by the <i>Commission</i>.</p>
<i>error limits</i>	<p>the limits within which the components of <i>metering installations</i> affecting metering must be calibrated to be accurate as set out in Schedule 2, Part 2.</p>
<i>ESV</i>	<p>Energy Safe Victoria established under the <i>Energy Safe Victoria Act 2005</i>.</p>

<i>explicit informed consent</i>	consent given in accordance with clauses 7.11(c) and (d).
<i>force majeure</i>	an event beyond the reasonable control of a person which causes a delay in performance, or non-performance by that person of an obligation and includes: <ul style="list-style-type: none"> <li>(a) an <i>emergency</i>;</li> <li>(b) the issue by <i>ESV</i> of a direction under section 106 or 107 of the <i>Gas Safety Act 1997</i>; or</li> <li>(c) an act of nature, governmental intervention or act of war, neither anticipated nor controllable by a <i>distributor</i>.</li> </ul>
<i>gas</i>	has the same meaning as in the <i>Act</i> .
<i>gas blend</i>	has the same meaning as in the <i>NGL</i> .
<i>Gas Distribution Code of Practice</i>	the code of practice of that name made by the <i>Commission</i> under Part 6 of the <i>Essential Services Commission Act 2001</i> , as amended by the <i>Commission</i> from time to time.
<i>gas installation</i>	any <i>gas</i> equipment located at a <i>customer's</i> premises that is not part of a <i>distribution system</i> .
<i>gas installer</i>	a person authorised under relevant <i>regulatory requirements</i> to install, repair, alter or make any addition to a <i>gas installation</i> or to any part of a <i>gas installation</i> .
<i>GJ</i>	Gigajoule, being one thousand million Joules (1,000,000,000j).
<i>Guaranteed Service Levels or GSLs</i>	the levels of service in connection with the <i>distribution</i> of <i>gas</i> to <i>customers</i> set out in Schedule 2, Part 4 to this <i>Code of Practice</i> .
<i>interruption</i>	a <i>planned interruption</i> or an <i>unplanned interruption</i> .
<i>interval metering installation</i>	a <i>metering installation</i> with a <i>data logger</i> .
<i>kPa</i>	Kilopascal, equal to one thousand pascals as defined in Australian

Standard AS 1000-1979 “The International System of Units (SI) and its Application” and, unless otherwise specified, refers to a gauge pressure in excess of the atmospheric pressure.

<i>life-support customer</i>	a <i>customer</i> who is a <i>life-support resident</i> or a <i>customer</i> at whose premises a <i>life-support resident</i> (who is not the <i>customer</i> ) resides or intends to reside.
<i>life-support customer details</i>	in relation to a <i>customer</i> : (a) information that evidences that the <i>customer</i> is a <i>life-support customer</i> ; (b) the personal details of each <i>life-support resident</i> residing or intending to reside at the premises of the <i>life-support customer</i> ; and (c) the date from which <i>life-support equipment</i> is required at the premises of the <i>life-support customer</i> by each <i>life-support resident</i> .
<i>life-support equipment</i>	has the meaning given by section 48DC of the <i>Act</i> .
<i>life-support protections</i>	the protections against <i>disconnection</i> of a <i>life-support customer</i> under Part 3, Division 4AA of the <i>Act</i> and clause 7.7 of this <i>Code of Practice</i> .
<i>life-support resident</i>	a person who requires <i>life-support equipment</i> .
<i>main</i>	a low, medium or high-pressure pipe in a <i>distribution system</i> , other than a <i>service pipe</i> .
<i>market participant</i>	a person who is registered with AEMO under the <i>National Gas Rules</i> as a market participant.
<i>medical confirmation</i>	certification in a <i>medical confirmation form</i> from a registered medical practitioner that a person residing or intending to reside at a <i>customer's</i> supply address requires <i>life-support equipment</i> .
<i>medical confirmation form</i>	a written form, issued by a <i>distributor</i> to enable the <i>customer</i> to provide <i>medical confirmation</i> to the <i>distributor</i> .
<i>meter</i>	an instrument that measures the quantity of <i>gas</i> passing through it and includes associated equipment attached to the instrument to filter, control or regulate the flow of <i>gas</i> .

<i>meter family</i>	<p>for <i>meters</i> covered in AS/NZS 4944, a meter family is a group of <i>meters</i> defined as a population in AS/NZS 4944 and grouped in accordance with the requirements in AS/NZS 4944. For <i>meters</i> not covered in AS/NZS 4944, a meter family is a group of <i>meters</i> in which:</p> <p>(a) all <i>meters</i> have been made to the same specifications by the same manufacturer;</p> <p>(b) there are no significant differences in components or materials between the <i>meters</i>; and</p> <p>(c) all the <i>meters</i> have been sealed with the same date code.</p>
<i>metering data</i>	the measure of quantity of <i>gas</i> flow obtained from a <i>metering installation</i> .
<i>metering installation</i>	the <i>meter</i> and associated equipment and installations, which may include <i>correctors</i> , regulators, filters, <i>data loggers</i> and telemetry relating to a <i>distribution delivery point</i> .
NATA	the National Association of Testing Authorities Australia (ACN 004 379 748)
<i>National Gas Rules</i>	has same meaning as in the <i>NGL</i> .
<i>natural gas</i>	has the same meaning as in the <i>Act</i> .
<i>NGL</i>	the National Gas (Victoria) Law as applied under section 7 of the <i>National Gas (Victoria) Act 2008</i> .
<i>non-DTS distribution system</i>	a <i>distribution system</i> which is not connected directly or indirectly to a <i>declared transmission system</i> , or which is indirectly connected to a <i>declared transmission system</i> but by means of a <i>pipeline</i> that does not form part of a <i>declared transmission system</i> .
<i>pipeline</i>	has the same meaning as in the <i>Act</i> .

<i>planned interruption</i>	an <i>interruption</i> under clause 5.1(e) of this <i>Code of Practice</i> .
<i>prescribed standards of quality</i>	the standards of quality and other requirements for <i>gas</i> set out in the <i>Gas Safety Act 1997</i> .
<i>primary gas</i>	has the same meaning as in the <i>NGL</i> .
<i>receipt point</i>	a point at which <i>gas</i> is received into a <i>pipeline</i> , other than a <i>transfer point</i> , including a point at which <i>gas</i> is received into the <i>pipeline</i> from a <i>distribution connected facility</i> .
<i>reconciliation amount</i>	has the same meaning as ‘DUAFG reconciliation amount’ in AEMO’s Wholesale Market Settlement Procedures (Victoria).
<i>reconnection</i>	action to restore the ability to withdraw <i>gas</i> at a <i>distribution delivery point</i> following an earlier <i>disconnection</i> by the removal of any locks or plugs at a <i>metering installation</i> or by the reinstallation of a <i>meter</i> if it has been removed.
<i>register of life-support customers and residents</i>	a register established, maintained and kept up to date in accordance with clauses 7.3 and 7.13 of this <i>Code of Practice</i> .
<i>registered life-support customer</i>	in relation to a <i>distributor</i> , a <i>life-support customer</i> who is registered in the <i>register of life-support customers and residents</i> established, maintained and kept up to date by that <i>distributor</i> .
<i>regulatory requirement</i>	any applicable Commonwealth, Victorian or local law, subordinate legislation, legislative instrument or mandatory regulatory requirement including industry codes and standards.
<i>regulatory year</i>	a period commencing on 1 July in a calendar year and terminating on 30 June in the following calendar year.
<i>residential customer</i>	a <i>customer</i> who uses <i>gas</i> primarily for domestic purposes.

<i>responsible person</i>	has the meaning in rule 292 (as in force from time to time) of the <i>National Gas Rules</i> , and in relation to a <i>metering installation</i> at a <i>non-DTS distribution system</i> means the <i>distributor</i> .
<i>retail billing period</i>	two calendar months or any other period agreed between a <i>distributor</i> and a <i>retailer</i> .
<i>retail licence</i>	a licence to sell <i>gas</i> by retail granted by the <i>Commission</i> under section 26 of the <i>Act</i> .
<i>retailer</i>	a person who holds a <i>retail licence</i> under the <i>Act</i> .
<i>Schedule 2 Guidance</i>	Schedule 2 to version 16 of the Gas Distribution System Code of Practice, as in force immediately before the commencement of this <i>Code of Practice</i> .
<i>service pipe</i>	a pipe ending at a <i>metering installation</i> or, for an unmetered site a <i>gas installation</i> , which connects a <i>main</i> or a <i>transmission pipeline</i> to <i>customer's</i> premises, as determined by a <i>distributor</i> .
<i>settlement metering point</i>	has the same meaning as in rule 200 of the <i>National Gas Rules</i> .
<i>shared distribution system</i>	in relation to a <i>customer</i> , means the part of a <i>distribution system</i> that is used or may be used to transport <i>gas</i> to that <i>customer</i> that does not comprise <i>dedicated facilities</i> .
<i>small customer</i>	means a 'domestic or small business customer' as defined in the <i>Act</i> .
<i>storage facility</i>	a facility for the storage of large quantities of <i>gas</i> , including liquid gas storage services and underground storage services.
<i>tariff V customer</i>	residential or small commercial <i>customer</i> who consumes either less than 10,000 GJ per <i>year</i> or less than 10 GJ in one hour.
<i>transfer point</i>	a point at which the custody of <i>gas</i> is injected from a <i>transmission system</i> into a <i>distribution system</i> or from a <i>distribution system</i> into a <i>distribution system</i> .

<i>transition date</i>	<p>the first date on which there may be a <i>change of gas type</i> in a <i>distribution system</i>.</p> <p>Note: For example, the <i>transition date</i> may be the first date on which a facility connected or to be connected to a <i>distribution system</i> may inject <i>gas</i> (other than <i>natural gas</i>) into that <i>distribution system</i>.</p>
<i>transmission pipeline</i>	any <i>pipeline</i> which has a maximum allowable operating pressure of greater than 1050 <i>kPa</i> gauge and is not a <i>distribution pipeline</i> .
<i>transmission system</i>	<p>a <i>pipeline</i> or a system of <i>pipelines</i>, for the high-pressure transmission of <i>gas</i> operated by <i>AEMO</i> principally in Victoria, and all related facilities, together with:</p> <p>(a) all structures for protecting or supporting the <i>pipeline</i> or system of <i>pipelines</i>;</p> <p>(b) facilities for the compression of <i>gas</i>, the maintenance of the <i>pipeline</i> or system of <i>pipelines</i> and the injection or withdrawal of <i>gas</i>;</p> <p>(c) all fittings, appurtenances, appliances, compressor stations, odourisation plants, scraper stations, valves, telemetry systems (including communications towers) and works and buildings used in connection with the <i>pipeline</i> or system of <i>pipelines</i>;</p> <p>but excluding all <i>storage facilities</i> and <i>distribution systems</i>.</p>
<i>type of gas</i>	<p>a <i>primary gas</i> or a <i>gas blend</i>.</p> <p>Note: For example, the type of <i>gas</i> supplied may be a <i>primary gas</i> such as <i>natural gas</i> or <i>biomethane</i> or a <i>gas blend</i> made of <i>natural gas</i> and hydrogen.</p>
<i>type testing</i>	the testing conducted to establish the fitness for purpose of a new <i>metering installation</i> type.
<i>unaccounted for gas</i>	the difference between the amount of <i>gas</i> injected into a <i>distribution system</i> at all <i>transfer points</i> and all <i>receipt points</i> , and the total amount of <i>gas</i> withdrawn from a <i>distribution system</i> at <i>distribution delivery points</i> , including but not limited to leakage or other actual losses, discrepancies due to metering inaccuracies and variations of temperature, pressure and other parameters.

<i>unaccounted for gas benchmark</i>	the benchmark rate for each <i>distributor</i> in relation to the rates of flow of <i>gas</i> as set out in Schedule 2, Part 3 of this <i>Code of Practice</i> .
<i>unplanned interruption</i>	a temporary unavailability or curtailment of the supply of <i>gas</i> to carry out unanticipated or unplanned maintenance or repairs in circumstances where: <ul style="list-style-type: none"> <li>(a) there is a need to reduce the risk of damage to persons or property;</li> <li>(b) a <i>force majeure</i> event occurs which affects the <i>distributor's</i> ability to deliver <i>gas</i>; or</li> <li>(c) where the <i>distributor</i> is directed to <i>disconnect</i> supply under clause 6.1.1(c) of this <i>Code of Practice</i>.</li> </ul>
<i>user</i>	a <i>market participant, retailer, or a customer</i> who has a contract for <i>distribution services</i> with a <i>distributor</i> .
<i>year</i>	a calendar year or a <i>regulatory year</i> .

## 2.2. Customer requests and agreements

In this *Code of Practice*, unless otherwise stated, a reference to a request or an agreement made by a *customer* includes a request or an agreement by an authorised agent or representative of the *customer*.

## 2.3. Receipt of communications and notices

Any written communication or notice required or permitted to be given under this *Code of Practice* is to be regarded as having been given by the sender and received by the addressee:

- (a) if delivered in person to the addressee, or delivered to the addressee's supply address, on the day when the notice is delivered;
- (b) if sent by post, four *business days* after the date of posting, unless evidence to the contrary is provided;
- (c) if it is an *electronic communication*, at the time determined in accordance with the *Electronic Transactions (Victoria) Act 2000*.

## 3. Operation of a distribution system

### 3.1. Distributor obligations

In operating a *distribution system*, a *distributor* must:

- (a) establish operational and system security standards for its *distribution system* and for all *connections* and proposed *connections* to its *distribution system*;
- (b) maintain the delivery pressure of *gas* from its *distribution system* to ensure the minimum supply pressure is maintained at the fringe point and at the outlet of the *meter* as set out in Schedule 2, Part 1 to this *Code of Practice* to the extent it is within the *distributor's* power to do so;
- (c) subject to this *Code of Practice*, deliver *gas* received from a *user* at *transfer points* and *receipt points* through its *distribution system* to *distribution delivery points* nominated by the *user* on terms and conditions set out in any applicable *access arrangement*;
- (d) except where a *distributor* is prevented from so doing by *force majeure*, ensure that *gas* which meets the *prescribed standards of quality* when delivered into its *distribution system* at a *transfer point* or a *receipt point* also meets the *prescribed standards of quality* (including odourisation) when it is delivered to a *customer* at a *distribution delivery point*; and,
- (e) on request by a *customer*, provide:
  - (i) a copy of this *Code of Practice* or other regulatory documents relevant to the *customer's* request;
  - (ii) details as to the *distributor's* requirements in relation to:
    - (A) the protection of the *distributor's* equipment; and
    - (B) non-interference by the *customer* with the *distributor's distribution system* or with the supply to any other *gas installation*;
  - (iii) an explanation for a *distributor's* non-compliance with clauses 3.1(b) and 3.1(d),

within 10 *business days* of receipt of the request.

### 3.2. Guaranteed Service Levels

3.2.1. A *distributor* must use *best endeavours* to meet the *Guaranteed Service Levels* for *tariff V customers*.

3.2.2. A *distributor* must:

- (a) at the end of each quarter, determine whether it must make a *Guaranteed Service Level* payment;

- (b) where a *distributor* has not met a *Guaranteed Service Level* in relation to a particular *tariff V customer*, the *distributor* must make a payment as soon as practicable and in any event within two *retail billing periods* following the completion of the quarter in which the *customer* became eligible for the *Guaranteed Service Level* payment.

Note: The payment amounts for failure to meet the *Guaranteed Service Levels* are set out in Schedule 2, Part 4 of this *Code of Practice*.

### 3.3. Maintenance

A *distributor* must:

- (a) use *best endeavours* to maintain the capability of its *distribution system*;
- (b) establish a maintenance program for its *distribution system* for the following year at least 3 months prior to the commencement of that year; and
- (c) establish an indicative maintenance program for its *distribution system* for each of the following five years following the current maintenance program.

### 3.4. Unaccounted for gas

- 3.4.1. A *distributor* must use *best endeavours* to ensure that the quantity of *unaccounted for gas* in its *distribution system* for any year as a percentage of the aggregate quantity of *gas* received by the *distributor* at all *transfer points* and at all *receipt points* into its *distribution system* in that year is less than the applicable *unaccounted for gas benchmark(s)* set out against its name in Schedule 2, Part 3 of this *Code of Practice*.

Note: Each of the *unaccounted for gas benchmark* values set out in Schedule 2, Part 3 is specific to a single *DUAFG period*. Where a calendar year comprises two *DUAFG periods*, the quantity of *unaccounted for gas* for each of those *DUAFG periods* must be assessed against the *unaccounted for gas benchmark* applicable in that *DUAFG period*.

- 3.4.2. With respect to clause 3.4.1, a *distributor* must give written notice to AEMO of the volume of *gas* withdrawn by the *distributor* for a *customer* for each calendar year. A *distributor* must give the written notice to AEMO within 16 months after the end of the calendar year in which the *gas* was withdrawn.

- 3.4.3. Where the percentage volume of *unaccounted for gas* in a year is different to the *unaccounted for gas benchmark* a *reconciliation amount* is payable.

Note: The *reconciliation amount* for a calendar year is the sum of the *reconciliation amounts* for each of the *DUAFG periods* in that calendar year and any adjusted *reconciliation amounts* (determined under the Wholesale Market Settlement Procedures (Victoria)) for a *DUAFG period* in the previous calendar year.

- 3.4.4. If the *reconciliation amount* is negative, the *distributor* must pay the *reconciliation amount* to the respective *retailer*.

- 3.4.5. If the *reconciliation amount* is positive the *retailer* must pay the *reconciliation amount* to the respective *distributor*.

- 3.4.6.** A *distributor* must publish on its website the most recently available data of *unaccounted for gas*, including:
- (a) data that has been settled between *distributors* and *retailers* for the previous five *years*;
  - (b) where the data referred to in clause 3.4.6(a) is not available, the most recently available unsettled data for the previous five *years*, using estimates based on actual available data at the time of publication; and
  - (c) a comparison with the applicable *unaccounted for gas benchmark(s)* for each period.
- 3.4.7.** The information published under clause 3.4.6 must:
- (a) be in a format that makes it easy for a *small customer* to understand and access;
  - (b) be updated no later than 60 days after the end of each *regulatory year*.
- 3.4.8.** Clauses 3.4.1 to 3.4.7 do not apply to a *distributor* that is exempt from registering with AEMO under the NGL.
- 3.4.9.** A *distributor* that is exempt from registering with AEMO under the NGL must use *best endeavours* to minimise the quantity of *unaccounted for gas* in its *distribution system*.

### **3.5. Deemed distribution contracts**

- 3.5.1.** A *distributor* must include a condition in its *deemed distribution contract* to the effect that it will comply with its obligations in respect of the *customer* as set out in this *Code of Practice*.
- 3.5.2.** A *distributor* must not include any term or condition in its *deemed distribution contract* the effect of which is to limit the liability of the *distributor* to the *customer*:
- (a) for any breach by the *distributor* of the contract; and
  - (b) for any negligence by the *distributor* in relation to the contract.
- 3.5.3.** Clause 3.5.2 does not prevent the inclusion of a term or condition in the *deemed distribution contract*:
- (a) under which the *customer* acknowledges the extent of the *distributor's* responsibility for the quality and reliability of *gas* supply under this *Code of Practice*, the *Act* and the *Gas Safety Act 1997*; or
  - (b) confirming that, under the contract, there is no variation or exclusion to the operation of section 233 of the *Act*.
- 3.5.4.** A *distributor* must not include an indemnity or other term or condition in its *deemed distribution contract* the effect of which is to entitle the *distributor* to recover from the *customer* in respect of:
- (a) for any breach by the *customer* of the contract; or
  - (b) for any negligence by the *customer* in relation to the contract

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

### 3.6. Scope of Metering Provisions

3.6.1. Clauses 3.6 to 3.7 set out the metering provisions of this *Code of Practice*.

3.6.2. The metering provisions of this *Code of Practice* provide for:

- (a) the standards of *metering installations*; and
- (b) the testing of *metering installations*.

3.6.3. The metering provisions of this *Code of Practice* are to be read, unless the contrary intention appears, in conjunction and consistently, with:

- (a) Part 19 of the *National Gas Rules* (Declared Wholesale Gas Market Rules);
- (b) Retail Market Procedures made under the *National Gas Rules*; and
- (c) Wholesale Market Metering Procedures made under the *National Gas Rules*.

3.6.4. Clause 3.7. does not apply to a *distributor* that is exempt from registering with AEMO under the *NGL*.

3.6.5. The metering provisions of this *Code of Practice* do not apply to *settlement metering points*.

### 3.7. Metering provisions

3.7.1. A *distributor* must ensure that each *metering installation* for which it is the *responsible person*:

- (a) complies, and is calibrated to comply, with the *error limits*;
- (b) if it contains a pressure regulator, is able to provide sufficient flow at the minimum regulator inlet pressure, and where a fixed pressure factor is applied, is able to reliably control the outlet pressure to meet the *distribution system* pressure requirements in Schedule 2, Part 1 of this *Code of Practice*.

3.7.2. A *distributor* must:

- (a) conduct tests, or must cause tests to be conducted, in respect of the setting, sealing or certifying the accuracy of *meters* and *correctors*, by persons, or in a facility, accredited by *NATA* to conduct such tests.
- (b) ensure that calibrating equipment used in connection with the calibration of its *metering installations* is certified by a verifying authority empowered to issue certificates under Regulation 13 of the National Measurement Regulations 1999 (Cth).
- (c) carry out, or cause to be carried out, *acceptance tests* on *meters*, *correctors* and *data loggers* that are components of *metering installations* in the following circumstances:

- (i) before a new *meter, corrector* or *data logger* is placed in service;
  - (ii) before a *meter, corrector* or *data logger* that has been removed from service is placed back into service; and
  - (iii) after any repairs, maintenance or recalibration performed on a *meter, corrector* or *data logger* have been completed.
- (d) ensure that any new type of *metering installation* is submitted for *type testing*.
  - (e) ensure that any *metering installations* that have been modified are assessed to determine whether the modified design continues to meet the minimum standards prescribed by this *Code of Practice*.
  - (f) if reasonable grounds exist for concluding that modifications to a *metering installation* affect its measuring capability, ensure that the *metering installation* is submitted for *type testing*.

**3.7.3.** A *distributor* must:

- (a) within 15 *business days* of a request from an *affected party*, test a *metering installation* which has been installed to measure and record the amount of *gas* supplied to a *customer* to ascertain whether or not the *metering installation* is defective; and
- (b) give at least five *business days'* notice to the *customer*, and the *affected party* who requests a test of when the requested test is proposed to be performed; or
- (c) agree to such other mutually convenient time for when the requested test is proposed to be performed with the *customer* and the *affected party*.

**3.7.4.** If the *metering installation* is not defective and meets the accuracy standards prescribed by this *Code of Practice*, a *distributor* may seek payment from the *affected party* who made the request for the costs of testing the *metering installation*, including the cost of replacing any broken seal used to protect the *metering installation*.

**3.7.5.** For *meters* that are defined in *AS/NZS 4944*:

- (a) the initial life of a *meter family* must be determined by the *distributor* in accordance with the requirements of *AS/NZS 4944*;
- (b) upon request by the *Commission*, the *distributor* must provide the sampling plan setting out the calculations upon which the *distributor* has determined the initial life of the *meter family* in accordance with clause 3.7.5(a), and the test results for both 20% and 100% of the badge capacity for the *meter family*;
- (c) if a *distributor* intends to retain the *meters* in a *meter family* after the end of the initial life of the *meter family*, the *distributor* must notify the *Commission* of its intention at least three months before the end of the initial life of the *meter family*;
- (d) the ongoing life of a *meter family* must be determined by the *distributor* in accordance with *AS/NZS 4944*; and
- (e) upon request by the *Commission*, the *distributor* must provide the sampling plan setting out the calculations upon which the *distributor* has determined the ongoing life of the *meter family* in accordance with clause 3.7.5(d), and the test

results for both 20% and 100% of the badge capacity for the *meter family*.

**3.7.6.** For *meters* that are not defined in AS/NZS 4944:

- (a) the initial life of a *meter family* is 15 years commencing on the day a *meter* in that *meter family* was first used in the supply of *gas* to a *customer*;
- (b) if a *distributor* intends to retain the *meters* in a *meter family* after the end of the initial life of that *meter family*, the distributor must notify the *Commission* of its intention at least 3 months before the end of:
  - (i) the initial life of the *meter family*; and
  - (ii) each year that the *meter family* is in service after the initial life of the *meter family*;
- (c) if a *distributor* intends to retain the *meters* in a *meter family* after the end of the initial life of that *meter family* the *distributor* must, in addition to the other *meter* testing provisions in this *Code of Practice*, establish and maintain a sampling plan to ensure that each *meter family* is tested in the field at least once during the initial life of the *meter family* and at least once in each subsequent year;
- (d) the sampling plan must provide that *meters* be tested at both 20% and 100% of the badge capacity of the *meters*;
- (e) upon request by the *Commission*, the *distributor* is required to provide the test results for both 20% and 100% for that *meter family*; and
- (f) if the test results do not satisfy:
  - (i) the maximum allowable *error limits* for the badge capacity of the *meters* at both 20% and 100% as set out in Schedule 2, Part 2 of this *Code of Practice*; and
  - (ii) such other requirements of the sampling plan

then the *distributor* must replace or recalibrate all *metering installations* in that *meter family*.

**3.7.7.** If the accuracy of a *metering installation* does not comply with the requirements of this *Code of Practice* or if a *distributor* becomes aware of any matter which could affect the integrity of the *metering data*, the *distributor* must, at the cost of the *distributor*:

- (a) notify the *affected parties* as soon as practicable;
- (b) arrange for the accuracy of the *metering installation* to be restored or for the *metering installation* to be replaced by such time as the *affected party* may reasonably determine so that the *metering installation* meets the requirements of this *Code of Practice*; and
- (c) use substitute readings in accordance with the relevant Wholesale Market Metering Procedures until the restoration or replacement of the *metering installation* in accordance with clause 3.7.7(b).

**3.7.8.** A *distributor* must place a label on any *meter* and *corrector* that has been subject to an *acceptance test* and found to pass the test. The label must include a distinguishing mark

and the year of test attached to indicate that it has passed the test.

**3.7.9.** If a *meter* or *corrector* has not been tested or has been found not to pass an *acceptance test*, the *distributor* must ensure that it is not labelled.

**3.7.10.** A *distributor* must provide an *interval metering installation* where:

- (a) at any time, the withdrawal of *gas* at the *distribution delivery point* has exceeded 10,000 GJ for any consecutive 12-month period; or
- (b) in respect of a new *distribution delivery point*, the withdrawal of *gas* at the *distribution delivery point* is likely to be more than 10,000 GJ for any consecutive 12-month period commencing during the immediately following 12-month period.

## 4. Connections and augmentation

### 4.1. New connections

**4.1.1.** On request from a *customer*, a *distributor* must connect the *customer's gas installation* to the *distributor's distribution system* if:

- (a) the *gas installation* at the supply address complies with *regulatory requirements*;
- (b) the *connection* is technically feasible and consistent with the safe and reliable operation of the *distribution system* and the safe and reliable supply of *gas* to *customers*;
- (c) the *connection* involves minimal or no extension to, or *augmentation* of, any *distribution pipeline* of the *distribution system*;
- (d) the *customer* agrees to pay any applicable *connection charge*; and
- (e) the *customer* provides to the *distributor* upon request of the *distributor* a notice of installation or completion of *gas installation* work given by a *gas installer* in accordance with the relevant *regulatory requirements*.

**4.1.2.** A *distributor* is not required to energise a new *connection* unless a request to energise the new *connection* is submitted by a *retailer*, or the *distributor* is otherwise satisfied that:

- (a) the *customer* has a relevant contract with a *retailer* in relation to the premises; or
- (b) the *customer* has a contract with the *distributor* for the haulage of *gas*.

**4.1.3.** Subject to clause 4.1.1, a *distributor* must use its *best endeavours* to connect a *customer's gas installation* to the *distributor's distribution system*:

- (a) at a supply address previously supplied to by the *distributor* within one *business day* or within a period agreed with the *customer*; or
- (b) at a new supply address in the period agreed with the *customer* or, where no period is agreed, within 20 *business days* of the request.

- 4.1.4.** Upon being requested by a *customer* to do so, and subject to any applicable *connection charge*, a *distributor* must make a *connection alteration* within a reasonable time.
- 4.1.5.** If a *customer* requests a *distributor* to provide the *customer*, the *customer's* representative or the *customer's gas installer* with information on the *distributor's* requirements for any proposed new *gas installation* or proposed *connection alteration*, the *distributor* must do so within 10 *business days* of the request. The information must be provided free of charge and in writing if so requested.
- 4.1.6.** If required by a *distributor*, a *customer* must provide estimated *gas load* information for its proposed use at the proposed supply address.

## **4.2. Connection charges**

- 4.2.1.** From 1 October 2024 until 1 January 2025, the *connection charge* to be paid by a *customer* for a *connection service* (if any) must be determined in accordance with clauses 2 to 5 of the *Schedule 2 Guidance*.
- 4.2.2.** For the purposes of clause 4.2.1, the italicised terms in clauses 2 to 5 of the *Schedule 2 Guidance* have the definitions given to them in this *Code of Practice*.
- 4.2.3.** For *connection* applications made from 1 January 2025, the *connection charge* to be paid by a *customer* for a *connection service* must be the sum of:
- (a)** the cost of purchasing and installing the *dedicated facilities* to that *customer*; and
  - (b)** the cost of *augmentation* of the *shared distribution system* which may be required to support the additional load resulting from the *connection service*.
- 4.2.4.** For the purposes of clause 4.2.3, costs must be calculated in a fair and reasonable manner and to the extent practicable using the following assumptions:
- (a)** the cost of purchasing and installing the *dedicated facilities* are the direct costs forecast to be incurred to purchase and install *mains extensions*, *service pipes* and a *metering installation*;
  - (b)** the cost of *augmentation* of the *shared distribution system* are the direct costs forecast to be incurred to purchase and install any upstream facilities.
- 4.2.5.** Subject to clauses 4.2.3 and 4.2.4, a *distributor*:
- (a)** must calculate standard *connection charges* to provide *basic connection services* for *residential customers*;
  - (b)** may calculate standard *connection charges* to provide *connection services* (other than a *basic connection service*) for a particular class of *customers*;
  - (c)** must quote *connection charges* individually for *connection services* which have no standard *connection charges*.
- 4.2.6.** Different sets of standard *connection charges* may be calculated under clause 4.2.5 for different classes of *connection services* or different classes of *customers*.

### 4.3. Provision of information

4.3.1. A *distributor* must publish on its website:

- (a) a description of how an application for a new *connection* or *connection alteration* is to be made (including a statement of the information required for a *connection* application);
- (b) a description of the *distributor's connection services* and an explanation of the *connection* applicant's rights and obligations;
- (c) the timeframes for connecting a *customer's gas installation* specified in clause 4.1.3; and
- (d) the basis and assumptions for calculating *connection charges*, and any standard charges calculated according to clauses 4.2.5 and 4.2.6.

4.3.2. From 1 January 2025, where requested by a *customer*, quotes for *connection services* must be itemised to include at a minimum the following information:

- (a) *meter* type and cost;
- (b) *mains* extension and *service pipes* cost;
- (c) any other incidental costs; and
- (d) any upstream *augmentation* works and associated costs.

### 4.4. Augmentation

4.4.1. If a *distributor* is required to recover the costs of *augmentation* from a *customer* under clause 4.2.3(b), the *distributor* must invite at least two other persons who compete in performing works of that kind (or who are capable of competing) to provide:

- (a) information about their availability to perform the works; and
- (b) information as to the price of the works, and any terms and conditions which may apply.

4.4.2. For the purposes of clause 4.4.1, a *distributor* may call for tenders in advance of the services being required and provide the person to whom the offer is made with contact details and prices of services of persons who have participated in the tender process.

4.4.3. Clause 4.4.1 does not apply:

- (a) if, despite the *distributor's best endeavours*, it is not able to identify two other persons who compete in performing works of that kind (or who are capable of competing);

- (b) to the extent that the *augmentation* involves services that cannot be safely and/or lawfully carried out by a third party; or
- (c) if the person to whom the offer is made agrees with or instructs the *distributor*, in writing, that no tenders should be called for.

## 5. Interruption

### 5.1. Interruption

A *distributor* may curtail or interrupt the delivery of *gas* to a *distribution delivery point* to the extent, and for such period of time, as the *distributor* considers necessary:

- (a) if there is material damage to, or a need to repair, that part of the *distribution system* used to deliver *gas* at the *distribution delivery point*;
- (b) if a *force majeure* event occurs which affects the *distributor's* ability to deliver *gas* at the *distribution delivery point*;
- (c) in the event of or likelihood of an *emergency*;
- (d) subject to clause 5.2, for a health or safety reason;
- (e) if work under a planned maintenance or *augmentation* program is undertaken, and at least 10 days written notice has been given to the *user* under clause 5.6; and
- (f) under contractual *interruption* arrangements agreed between a *retailer* and a *customer*, or a *distributor* and a *user*.

### 5.2. Notice of health or safety interruption

Except in the case of an *emergency*, or where relevant *regulatory requirements* require it, a *distributor* must not interrupt or curtail a *customer's* supply address for a health or safety reason unless the *distributor* has:

- (a) given the *customer* written notice of the reason for the *interruption* or curtailment;
- (b) given the *customer* five *business days* (after the date of receipt of the notice given under clause 5.2(a) to rectify the reason; and
- (c) at the expiration of the five *business days*, given the *customer* by way of a written *interruption* warning, a further five *business days* notice of its intention to interrupt or curtail the *customer's* supply address (counted from the date of receipt of this *disconnection* warning under clause 5.2(c)).

### **5.3. Unplanned interruptions**

In the case of an *unplanned interruption*, a *distributor* must make available a 24-hour telephone number to enable *customers* to ascertain details about the *unplanned interruption*, including the expected duration of the *interruption*.

### **5.4. Right to information by a customer**

A *distributor* must, at the request of a *customer*, provide an explanation for any *interruption* to supply to the *customer's* supply address and, if the *customer* requests that the explanation be in writing, it must be given in writing within 20 *business days* of the request.

### **5.5. Minimisation of interruption**

A *distributor* must use *best endeavours* to minimise the duration of an *interruption* to supply referred to in clause 5.1(a)-(e) and must restore supply as soon as practicable.

### **5.6. Interruption procedures**

- 5.6.1. A *distributor* must give *affected parties* 10 *business days* prior notice of any planned maintenance testing or repair which will require *interruptions* to the delivery of *gas* at one or more *distribution delivery points*.
- 5.6.2. A *distributor* must use *best endeavours* to promptly notify *affected parties* of any *unplanned interruptions* to the delivery of *gas* at one or more *distribution delivery points*.

### **5.7. Residual retailer obligations**

- 5.7.1. A *retailer* must notify the *affected parties* of its contractual arrangements with a *customer* relating to *interruptions* within 21 *business days* of entering into such arrangements.
- 5.7.2. A *retailer* must give *affected parties* seven days prior notice of any planned maintenance testing or repair which will require *interruptions* to the delivery of *gas* at one or more *distribution delivery point* of a *customer* and must liaise with *customers* and use *best endeavours* to accommodate their needs.
- 5.7.3. If a *distributor* notifies a *retailer* of any *interruption* to delivery of *gas* at a *distribution delivery point*, then the *retailer* must use *best endeavours* to ensure that its *customers* comply with any reasonable requirement set out in the notice.

## 6. Disconnection, reconnection and abolishment

### 6.1. Disconnection

**6.1.1.** *A distributor may disconnect a customer from its distribution system:*

- (a)** subject to clause 6.1.2, at the direction in writing of a *retailer*;
- (b)** where the *customer* requests the *distributor* to *disconnect* the *customer*;
- (c)** where the *distributor* is directed to do so under the *Gas Safety Act 1997*;
- (d)** if a *customer* is obtaining or has obtained supply of *gas* at a supply address other than in accordance with this *Code of Practice* or any other *regulatory requirement*; or
- (e)** if the *distributor* considers it necessary to *disconnect* the *customer*.
  - (i)** if there is material damage to, or a need to repair, that part of the *distribution system* used to deliver *gas* at the *distribution delivery point* to that *customer*;
  - (ii)** if a *force majeure* event occurs which affects the *distributor's* ability to deliver *gas* at the *distribution delivery point*;
  - (iii)** in the event of or likelihood of an *emergency*;
  - (iv)** subject to clause 6.1.3, for a health or safety reason;
  - (v)** subject to clause 6.1.4, because planned maintenance or *augmentation* work is being undertaken; or
  - (vi)** under contractual *interruption* arrangements agreed between a *distributor* and a *user*, or agreed between a *retailer* and a *customer*.

**6.1.2.** Where a *retailer* directs a *distributor* to *disconnect* a *customer* pursuant to clause 6.1.1(a), the *distributor* must not *disconnect* the *customer* unless the *retailer* provides confirmation in writing that it is entitled to *disconnect* the *customer* under the *Act*, the *Energy Retail Code of Practice*, or the applicable contract with the *customer*.

**6.1.3.** *A distributor must not disconnect a customer, where it considers it necessary to do so for a health or safety reason, unless the distributor has:*

- (a)** given the *customer* written notice of the reason for the *disconnection*;
- (b)** allowed the *customer* five *business days* to rectify the reason (the five *business days* must be counted from the date of receipt of the notice given under clause 6.1.3(a); and
- (c)** at the expiration of those five *business days*, given to the *customer*, by way of a written *disconnection* warning, a further five *business days'* notice of its intention

to *disconnect* the *customer* (the five *business days* must be counted from the date of receipt of this *disconnection* warning under clause 6.1.3(c)).

- 6.1.4.** Where a *distributor* considers it necessary to *disconnect* a *customer* for planned maintenance testing or repair that will require *disconnection* to the delivery of *gas* at one or more *distribution delivery points*, the *distributor* must give *affected parties* 10 *business days* prior notice.
- 6.1.5.** A *distributor* may, before *disconnecting* a *customer* as directed by a *retailer* in accordance with clause 6.1.1(a), require the *retailer*, in consideration of the *distributor disconnecting* the *customer*, to indemnify and keep indemnified the *distributor* from and against any loss, liability, damage, claim, action, proceeding, cost and expense suffered or incurred by or made or brought against the *distributor* in consequence of the *disconnection* of the *customer* from its *distribution system*.

## **6.2. Abolishment**

- 6.2.1.** A *distributor* must *abolish* a *small customer's connection* to its *distribution system*:
- (a) at the written direction of a *retailer*; or
  - (b) where the *distributor* is directed to do so under the *Gas Safety Act 1997*.
- 6.2.2.** Where a *retailer* directs a *distributor* to *abolish* a *customer's connection* pursuant to clause 6.2.1(a), the *distributor* must use its *best endeavours* to *abolish* the *customer's connection* within 20 *business days* of receiving the direction to do so.

## **6.3. Reconnection**

- 6.3.1.** Subject to clause 6.3.3, a *distributor* must *reconnect* a *disconnected customer* where the circumstances giving rise to the *disconnection* in accordance with clause 6.1 no longer apply.
- 6.3.2.** A *distributor* is entitled to require the *customer* to pay any applicable *reconnection* charge, except in circumstances where the *disconnection* has occurred outside the *customer's* control.
- 6.3.3.** Any *reconnection* under clause 6.3.1 must be completed within sufficient time for a *retailer* to meet its contractual obligations to the *customer* as set out in the *Energy Retail Code of Practice*.

## **6.4. Provision of information on disconnection and abolishment**

- 6.4.1.** A *distributor* must publish on its website information on:
- (a) the different forms of cessation of supply (*disconnection* and *abolishment*), including a description of what each involves, procedures and timeframes;
  - (b) applicable charges for *residential customers* for *disconnection*, *abolishment* and *reconnection*;
  - (c) the circumstances in which a *distributor* initiated or a *customer* initiated *disconnection* may happen and in which *abolishment* is required; and

(d) the rights of *customers* seeking a *disconnection, reconnection, or an abolishment of a customer's connection to a distribution system*.

**6.4.2.** A *distributor* must publish on its website information on the number of *abolishments* completed each *regulatory year*, including:

(a) the total number of *abolishments* completed by the *distributor* in the last *regulatory year*; and

(b) the number of *abolishments* completed in the last *regulatory year* for each postcode served by the *distributor*.

**6.4.3.** A *distributor* must update the information required by clause 6.4.2 no later than 60 days after the end of each *regulatory year*.

**6.4.4.** The information published under clauses 6.4.1 and 6.4.2 must:

(a) be expressed in clear, simple and concise language;

(b) be in a format that:

(i) makes it easy for a *small customer* to understand and access; and

(ii) enables a *small customer* to obtain the information relevant to their postcode.

**6.4.5.** If a *customer* requests information of the kind required to be published in accordance with clause 6.4.1, a *distributor* must either:

(a) refer the *customer* to the *distributor's* website; or

(b) provide the information to the *customer*.

## 7. Life-support equipment

### 7.1. Requirement

A *distributor* is required to perform its obligations under this clause 7 in a way that promotes the objective of this clause.

### 7.2. Objective

The objective of this clause 7 is to ensure that persons who require *life-support equipment* receive the full protections of the life-support provisions from when they first advise their *retailer* or *distributor* that the premises require *life-support equipment*. These protections apply until the premises are validly *deregistered*.

### 7.3. Registration of life-support equipment

- (a) Within one *business day* after being advised by a *small customer* that a *life-support resident* resides, or is intending to reside, at the *small customer's* premises, a *distributor* must record in a *register of life-support customers and residents* the *life-support customer details*.
- (b) A *distributor* advised by a *small customer* that a *life-support resident* resides, or is intending to reside, at the *small customer's* premises, must determine whether the *life-support equipment* is fuelled by both electricity and *gas* and, if it is, inform the *customer* that the *customer* should also inform their electricity *retailer* or *distributor* who supplies electricity at the *small customer's* premises that a *life-support resident* resides, or is intending to reside, at the *small customer's* premises.
- (c) Within five *business days* after being advised by a *small customer* that a *life-support resident* resides, or is intending to reside, at the *small customer's* premises, a *distributor* must give to the *customer*, in plain English:
  - (i) a *medical confirmation form* in accordance with clause 7.5;
  - (ii) information explaining that, if the *customer* fails to provide *medical confirmation*, the *customer* may be *deregistered* and, if so, the *customer* will cease to receive the *life-support protections*;
  - (iii) advice that there may be *planned interruptions* or *unplanned interruptions* to the supply at the supply address and that the *distributor* is required to notify them of a *planned interruption* in accordance with clause 5.6;
  - (iv) information to assist the *customer* to prepare a plan of action in the case of an *unplanned interruption*;
  - (v) an emergency telephone contact number for the *distributor* (the charge for which is no more than the cost of a local call);
  - (vi) advice that if the *customer* decides to change *retailer* at the premises and a person residing at the *customer's* premises continues to require *life-support equipment*, the *customer* should advise their new *retailer* of the requirement for *life-support equipment*;
  - (vii) information about the types of equipment that fall within the definition of *life-support equipment*, and the additional information provided in Schedule 7 of the *Energy Retail Code of Practice*;
  - (viii) advice that the *customer* may be eligible for concessions and rebates offered by the State or Federal governments, including information about how to access them; and
  - (ix) information in community languages about the availability of interpreter services for the languages concerned and telephone numbers for the services.
- (d) Within one *business day* after being advised by a *small customer* that a *life-support resident* resides, or is intending to reside, at the *small customer's* premises, a *distributor* must notify the *retailer* that a person residing or intending to reside at the *customer's* premises requires *life-support equipment* and the date from which the *life-support equipment* is required.

## 7.4. Distributor obligations when advised by retailer

Within one *business day* after being advised by a *retailer*, under section 48DI(4) of the *Act*, that a *life-support resident* resides, or is intending to reside, at the *small customer's* premises, a *distributor* must record in a *register of life-support customers and residents* the *life-support customer details*.

## 7.5. Content of medical confirmation form

A *medical confirmation form* must:

- (a) be dated;
- (b) state that completion and return of the form to the *distributor* will satisfy the requirement to provide *medical confirmation* under this *Code of Practice*;
- (c) request the following information from the *customer*:
  - (i) supply address;
  - (ii) the date from which the *customer* requires supply of *gas* at the supply address for the purposes of the *life-support equipment*; and
  - (iii) *medical confirmation*;
- (d) specify the types of equipment that can fall within the definition of *life-support equipment*;
- (e) advise the date by which the *customer* must return the *medical confirmation form* to the *distributor*; and
- (f) advise the *customer* they can request an extension of time to complete and return the *medical confirmation form*.

## 7.6. Confirmation of supply address as requiring life-support equipment

7.6.1. Where a *medical confirmation form* is provided to a *customer*, a *distributor* must:

- (a) from the date of the *medical confirmation form*, give the *customer* a minimum of 50 *business days* to provide *medical confirmation*;
- (b) provide the *customer* at least two written notices to remind the *customer* that the *customer* must provide *medical confirmation* (each a confirmation reminder notice);
- (c) ensure the first confirmation reminder notice is provided no less than 15 *business days* from the date of issue of the *medical confirmation form*;
- (d) ensure the second confirmation reminder notice is provided no less than 15 *business days* from the date of issue of the first confirmation reminder notice; and
- (e) on request from a *customer*, give the *customer* at least one extension of time to

provide *medical confirmation*. The extension must be a minimum of 25 *business days*.

**7.6.2.** A confirmation reminder notice must:

- (a) be dated;
- (b) state the date by which the *medical confirmation* is required;
- (c) specify the types of equipment that fall within the definition of *life-support equipment*; and
- (d) advise the *customer* that:
  - (i) the *customer* must provide *medical confirmation*;
  - (ii) the supply address is temporarily registered as requiring *life-support equipment* until the *medical confirmation* is received;
  - (iii) failure to provide *medical confirmation* may result in the supply address being *deregistered*; and
  - (iv) the *customer* can request an extension of time to provide *medical confirmation*.

## **7.7. Ongoing distributor obligations**

**7.7.1.** Where a *distributor* is required to register a *customer's* supply address in a *register of life-support customers and residents*, the *distributor* has the following ongoing obligations:

- (a) within one *business day* after receiving relevant information about the *life-support equipment* requirements for the *customer's* premises (including *medical confirmation*) or any relevant contact details, give such information to the *retailer* for the purposes of updating the *retailer's register of life-support customers and residents*, unless the relevant information was provided to the *distributor* by the *retailer*;
- (b) within one *business day* after being advised by a *customer* or *retailer* of any update to the *life-support equipment requirements* for the *customer's* premises or any relevant contact details, update the *register of life-support customers and residents*;
- (c) except in the case of an *interruption*, not *disconnect* the supply address after the date the *life-support equipment* will be required at the supply address; and
- (d) in the case of an *interruption* that is a *planned interruption*, comply with clause 5.6.

**7.7.2.** In addition to the obligations specified in clause 7.7.1, where a *distributor* is required to record a *customer's life-support customer details* in a *register of life-support customers and residents* under clause 7.3(a), if the *distributor* becomes aware that the *customer* has subsequently transferred to another *retailer* (a new *retailer*) at that supply address, the *distributor* must notify the new *retailer* (within one *business day* from becoming aware) that a person residing at the *customer's* supply address requires *life-support equipment*.

## 7.8. Deregistration of life-support customer

- 7.8.1.** A *distributor* must not *deregister* a *customer* except in the circumstances permitted under clauses 7.8 to 7.12.
- 7.8.2.** If a *customer* is *deregistered* by a *distributor*, the *distributor* must:
- (a) within five *business days* of the date of deregistration, notify the *retailer* of the date of deregistration and reason for deregistration; and
  - (b) within one *business day* from deregistration, update its *register of life-support customers and residents* as required by clause 7.13.
- 7.8.3.** If a *distributor* is notified by a *retailer* that the *retailer* or an *exempt person* has *deregistered* a *customer's* supply address under the *Energy Retail Code of Practice*, the *distributor* must (within one *business day* from notification) update *life-support customer details* entered in its *register of life-support customers and residents* as required by clause 7.13.

## 7.9. Cessation of distributor obligations after deregistration

A *distributor's* obligations under clause 7.7 cease to apply in respect of a *customer* once that *customer* is validly *deregistered*.

## 7.10. Deregistration where medical confirmation not provided

- 7.10.1.** Where a *customer* whose supply address has been registered by a *distributor* under clause 7.3(a) fails to provide *medical confirmation*, the *distributor* may *deregister* the *customer* only when:
- (a) the *distributor* has complied with the requirements under clause 7.6;
  - (b) the *distributor* has taken reasonable steps to contact the *customer* in connection with the *customer's* failure to provide *medical confirmation* in one of the following ways:
    - (i) in person;
    - (ii) by telephone; or
    - (iii) by electronic means;
  - (c) the *distributor* has provided the *customer* with a *deregistration notice* no less than 15 *business days* from the date of issue of the second confirmation reminder notice issued under clause 7.6.1(d); and
  - (d) the *customer* has not provided *medical confirmation* before the date for deregistration specified in the *deregistration notice*.
- 7.10.2.** A *deregistration notice* must:
- (a) be dated;

- (b) specify the date on which the *customer* will be *deregistered*, which must be at least 15 *business days* from the date of the *deregistration notice*;
- (c) advise the *customer* that the *customer* will cease to be a *registered life-support customer* unless *medical confirmation* is provided before the date for deregistration; and
- (d) advise the *customer* that the *customer* will no longer receive the *life-support protections* when the *customer* is *deregistered*.

**7.10.3.** Where a *customer* has been registered by a *distributor* under clause 7.4, the *distributor* may *deregister* the *customer* after being notified by the *retailer* that the *retailer* has *deregistered* the *customer's* supply address pursuant to clause 166 of the *Energy Retail Code of Practice*.

## **7.11. Deregistration where there is a change in the customer's circumstances**

Where a *customer* who has been registered by a *distributor* under clause 7.3(a) or 7.4 advises the *distributor* that the person for whom the *life-support equipment* is required has vacated the premises or no longer requires the *life-support equipment*, the *distributor* may *deregister* the *customer*.

- (a) on the date specified in accordance with clause 7.11(a)(i)(B) if:
  - (i) the *distributor* has provided written notification to the *customer* advising:
    - (A) that the *customer* will be *deregistered* on the basis that the *customer* has advised the *distributor* that the person for whom the *life-support equipment* is required has vacated the supply address or no longer requires the *life-support equipment*;
    - (B) the date on which the *customer's* supply address will be *deregistered*, which must be at least 15 *business days* from the date of that written notification;
    - (C) that the *customer* will no longer receive the *life-support protections* when the supply address is *deregistered*; and
    - (D) that the *customer* must contact the *distributor* prior to the date specified in accordance with clause 7.11(a)(i)(B) if the person for whom the *life-support equipment* is required has not vacated the supply address or requires the *life-support equipment*; and
  - (ii) the *customer* has not contacted the *distributor* prior to the date specified in accordance with clause 7.11(a)(i)(B) to advise that the person for whom the *life-support equipment* is required has not vacated the supply address or requires the *life-support equipment*; or
- (b) a date that is less than 15 *business days* from the date of written notification if the *customer* or their authorised representative give *explicit informed consent* to the supply address being *deregistered* on that date.

- (c) *Explicit informed consent* is consent given by a *customer* to a *distributor* where:
  - (i) the *distributor*, or a person acting on behalf of the *distributor*, has clearly, fully and adequately disclosed in plain English all matters relevant to the consent of the *customer*, including each specific purpose or use of the consent; and
  - (ii) the *customer* gives the consent in accordance with clause 7.11(d); and
  - (iii) the *customer* is competent to do so.
- (d) *Explicit informed consent* requires the consent to be given by the *customer*:
  - (i) in writing signed by the *customer*; or
  - (ii) verbally, so long as the verbal consent is evidenced in such a way that it can be verified and made the subject of a record; or
  - (iii) by electronic communication generated by the *customer*.
- (e) A *distributor* must create a record of each *explicit informed consent* required by clause 7.11 and provided by a *customer*, and retain the record for at least two years.
- (f) A *distributor* may *deregister* a *customer* after being notified by the *retailer* that the *retailer* has *deregistered* the *customer's* supply address pursuant to clause 166 of the *Energy Retail Code of Practice*.
- (g) A *distributor* may, at any time, request a *customer* whose supply address has been registered under clause 7.3 to confirm whether the person for whom *life-support equipment* is required still resides at the supply address or still requires *life-support equipment*.

## 7.12. Deregistration where there is a change in the customer's retailer

**7.12.1.** Where a *distributor* has registered a *customer* pursuant to clause 7.4 and the *distributor* becomes aware that the *customer* has subsequently transferred to another *retailer*, the *distributor* may *deregister* the *customer* on the date specified in accordance with clause 7.12.1(a)(ii) if:

- (a) the *distributor* has provided written notification to the *customer* advising:
  - (i) that the *customer* will be *deregistered*;
  - (ii) the date on which the *customer* will be *deregistered*, which must be at least 15 *business days* from the date of that written notification;
  - (iii) that the *customer* will no longer receive the *life-support protections* under this Clause 7 when the *customer* is *deregistered*; and
  - (iv) that the *customer* must contact the *distributor* prior to the date specified in accordance with clause 7.12.1(a)(ii) if a person residing at the *customer's* supply address requires *life-support equipment*; and

- (b) the *customer* has not contacted the *distributor* prior to the date specified in accordance with clause 7.12.1(a)(ii) to advise that a person residing at the *customer's* supply address requires *life-support equipment*.

**7.12.2.** Nothing in clause 7.12.1 affects the operation of clause 7.3(a) and 7.4 following a *customer's* transfer to the other *retailer*.

## **7.13. Registration and deregistration details must be kept by distributors**

A *distributor* must:

- (a) establish policies, systems and procedures for registering and *deregistering life-support customers*, to facilitate compliance with the requirements in this clause 7; and
- (b) ensure that the *register of life-support customers and residents* is maintained and kept up to date, including:
  - (i) the date when the *customer* requires supply of energy at the supply address for the purposes of the *life-support equipment*;
  - (ii) when *medical confirmation* was received from the *customer* in respect of the premises;
  - (iii) the date when the *customer* is *deregistered* and the reason for deregistration; and
  - (iv) a record of communications with the *customer* required by clauses 7.11 and 7.12.

# 8. Customer prohibitions and obligations

## **8.1. Customer prohibitions**

A *customer* must use *best endeavours* to not:

- (a) allow *gas* supplied by a *distributor* to the *customer's* supply address to be used at another supply address;
- (b) take at the *customer's* supply address *gas* supplied to another supply address;
- (c) supply *gas* to any other person unless permitted by *regulatory requirements* or agreed by a *distributor*;
- (d) tamper with, or permit tampering with, the *meter* or associated equipment;
- (e) bypass, or allow *gas* supplied to the supply address to bypass, the *meter*;
- (f) allow *gas* supplied under a residential tariff to be used for non-residential purposes other than home offices;

- (g) allow *gas* supplied under a specific purpose tariff to be used for another purpose;
- (h) allow a person, other than a person who is (to the best of the *customer's* knowledge) a *gas installer*, to perform any work on the *gas installation*;
- (i) use the *gas* supply in a manner that may:
  - (i) interfere with a *distributor's distribution system* or with supply to any other *gas installation*; or
  - (ii) cause damage or interference to any third party; or
- (j) interfere, or knowingly allow interference, with a *distributor's distribution system* or any metering equipment at the supply address, except as permitted by law.

## 8.2. Customer obligations

A *customer* must use *best endeavours* to:

- (a) provide a *distributor* and its equipment safe, convenient and unhindered access to the *customer's* supply address for:
  - (i) *connection* or *disconnection* of supply;
  - (ii) inspection or testing of *gas installations* or *metering installations*;
  - (iii) undertaking inspection, repairs, testing or maintenance of a *distribution system*; and
  - (iv) collection of *metering data*,

in accordance with the provisions of this *Code of Practice*;
- (b) maintain the *gas installation* at the *customer's* supply address in a safe condition;
- (c) protect a *distributor's* equipment at the *customer's* supply address from damage and interference;
- (d) inform a *distributor* as soon as possible if there is any:
  - (i) change to the major *gas* usage purpose of the *customer's* supply address;
  - (ii) change affecting access to metering equipment;
  - (iii) change to the quality or safety of the supply of *gas* to the *customer* or any other person; or
  - (iv) *gas* leak or other problem with a *distributor's distribution system*.
- (e) take reasonable precautions to minimise the risk of loss or damage to any equipment, premises or business of the *customer* which may result from poor quality or reliability of *gas* supply.

## 9. Non-compliance by distributors and customers

### 9.1. Distributor's obligation to remedy and report

- 9.1.1.** If a *distributor* breaches this *Code of Practice*, it must remedy that breach as soon as practicable.
- 9.1.2.** Where a breach of this *Code of Practice* by a *distributor* is found to be caused by a *customer* not complying with the *Code of Practice*, the *distributor* is deemed to have complied with the *Code of Practice* unless the *distributor* does not act in accordance with clause 9.3.2 to seek the *customer's* compliance.
- 9.1.3.** A *distributor* must report to the *Commission* any breach or potential breach of the obligations identified in Schedule 3, Part 1, in the manner, form and time specified in the schedule.
- 9.1.4.** A *distributor* must provide to the *Commission* performance indicator reports identified in Schedule 3, Part 2, in the manner, form and time specified in the schedule.

### 9.2. Notification to customers

If a *distributor* becomes aware of its failure to comply with any obligation under this *Code of Practice*, which can reasonably be expected to have a material adverse impact on a *customer*, it must:

- (a) notify each *customer* likely to be adversely affected by the non-compliance within 5 *business days*;
- (b) undertake an investigation of the non-compliance as soon as practicable but in any event within 20 *business days*; and
- (c) advise the *customer* of the steps it is taking to comply.

### 9.3. Non-compliance by customers

- 9.3.1.** A *customer* is deemed to comply with an obligation under this *Code of Practice* unless the *customer* is expressly informed of the non-compliance or otherwise becomes aware of the non-compliance or could reasonably have been expected to be aware of the non-compliance.
- 9.3.2.** If a *distributor* becomes aware of a breach of this *Code of Practice* by a *customer*, which is not of a trivial nature, the *distributor* must notify the *customer*, in writing and as far as possible using plain English, of:
- (a) details of the non-compliance and its implications, including any impact on the *distributor* and other *customers*;
  - (b) actions that the *customer* could take to remedy the non-compliance;
  - (c) a reasonable time period in which compliance must be demonstrated;
  - (d) any consequences of non-compliance; and

(e) the *distributor's* procedure for handling *complaints*.

**9.3.3.** A *customer* must use *best endeavours* to remedy any non-compliance with this *Code of Practice* within the time period specified in any notice of non-compliance sent by a *distributor* in accordance with clause 9.3.2.

## **9.4. Tenants' obligations**

**9.4.1.** Where a *residential customer* has been advised of non-compliance with this *Code of Practice* in accordance with clause 9.3.2 and is unable to remedy the non-compliance because they are not the owner of the premises where the *distribution delivery point* is located, the *residential customer* must notify the owner or other person responsible for the premises to fulfil the obligation.

**9.4.2.** On request, the *residential customer* must provide a *distributor* with evidence that they have notified the owner, or other person responsible, of the non-compliance and of the requirement to comply with this *Code of Practice*.

## **10. Customer complaint handling**

**10.1.1.** A *distributor* must handle a *complaint* by a *customer* in accordance with Australian Standard AS ISO 10002-2018 (Quality Management – Customer satisfaction – Guidelines for *complaints* handling in organisations) as amended from time to time.

**10.1.2.** A *distributor* must include information on its *complaint* handling processes on the *distributor's* website.

**10.1.3.** When a *distributor* responds to a *customer's complaint*, the *distributor* must inform the *customer* in writing that:

(a) the *customer* has a right to raise the *complaint* to a higher level within the *distributor's* management structure; and

(b) if, after raising the *complaint* to a higher level the *customer* is still not satisfied with the *distributor's* response, the *customer* has a right to refer the *complaint* to the *energy ombudsman*, or other relevant external dispute resolution body.

**10.1.4.** A *distributor* must include the contact details for the *energy ombudsman* on any notice issued by the *distributor* to a *customer* related to a *disconnection* or an *abolishment*.

# 11. Notification of change of gas type

## 11.1. Distributor notice to small customers of change of gas type

**11.1.1.** Subject to clause 11.1.4, a *distributor* must notify a *small customer* in writing prior to a *change of gas type* in a *distribution system* to which that *customer's* premises are connected, in accordance with clauses 11.1.2 and 11.1.3.

**11.1.2.** A notice under clause 11.1.1 must:

- (a) be in clear, simple and concise language;
- (b) include:
  - (i) the *transition date*; and
  - (ii) the *type of gas* that may be supplied through the distribution system on and from the *transition date*; and
  - (iii) whether the *change of gas type* is for a fixed time period or on an ongoing basis and, if the *change of gas type* is for a fixed time period, the last day of that period; and
  - (iv) if the *type of gas* that may be supplied through the *distribution system* is a *gas blend*, the *primary gases* that are blended together to make the *gas blend*; and
  - (v) the potential impact of the *change of gas type* on the volume of *gas* and the heating value of *gas* consumed by *customers* whose premises are connected to the *distribution system*, compared to the *type of gas* supplied to the *customer* immediately prior to the *transition date*; and
  - (vi) the contact details of the *distributor*; and
- (c) be provided to the *small customer* prior to the *transition date*; and
- (d) be provided in the form and manner required by a *Commission* guideline (if any) made in relation to the form and content of notices required under clause 11.1.1.

**11.1.3.** For the purposes of sub-clause 11.1.2(b)(v), if the *type of gas* that may be supplied on and from the *transition date* is a *gas blend*, the potential impact on the volume of *gas* consumed and the heating value of that *gas* may be expressed as a range.

**11.1.4.** A *distributor* is not required to provide a notice under clause 11.1.1 if the *change of gas type* for the relevant *distribution system* is a change from:

- (a) *natural gas* to *biomethane* or from *natural gas* to a *gas blend* comprised only of *natural gas* and *biomethane*; or
- (b) *biomethane* or a *gas blend* comprised only of *natural gas* and *biomethane* to *natural gas*.

## 11.2. Publication of information on gas type

11.2.1. A *distributor* must publish on its website:

- (a) information on the *type of gas* that may be supplied through a *distribution system*; and
- (b) if there is a change to the *type of gas* that may be supplied through a *distribution system*, the *transition date*.

11.2.2. The information published under clause 11.2.1 must:

- (a) be expressed in clear, simple and concise language;
- (b) be in a format that:
  - (i) makes it easy for a *small customer* to understand and access; and
  - (ii) enables a *small customer* to obtain the information relevant to their premises using the postcode or the address of their premises; and
- (c) be kept up to date.

## 12. Regulatory reviews

### 12.1. Appointment of reviewer

12.1.1. Upon direction by the *Commission*, a *distributor* must nominate an independent reviewer to be approved by the *Commission* to conduct *reviews* of:

- (a) the *distributor's* compliance with its obligations under its *distribution licence*, a *Code of Practice* or the *Act*;
- (b) the reliability and quality of information reported by *distributor* to the *Commission* and the consistency of that information with the *Commission's* specification; and
- (c) any other matter as directed by the *Commission*.

12.1.2. Following a direction pursuant to clause 12.1.1, a *distributor* must:

- (a) obtain the *Commission's* approval of the independent reviewer and the scope, timing and methodology of the *review*; and
- (b) upon obtaining the *Commission's* approval, promptly appoint the independent reviewer to conduct the *review*.

12.1.3. A *distributor* must ensure that the *Commission* is promptly provided with a copy of any report produced by the independent reviewer in the course of a *review* to be used by the *Commission* in any manner consistent with its objectives.

- 12.1.4.** A *distributor* must require the independent reviewer to comply, with any *guidelines* issued by the *Commission* dealing with *reviews*.

## 13. Other matters

### 13.1. Distributors permitted to subcontract functions

A *distributor* may contract with another person to perform the *distributor's* functions under this *Code of Practice*, but in doing so, the *distributor* remains responsible for ensuring that those functions are performed in a compliant manner.

### 13.2. Adjustment of network charges

- 13.2.1.** A *distributor* is not permitted to recover charges from a *retailer* if the *retailer* is not permitted to recover those charges from a *small customer* under the *Energy Retail Code of Practice*.

- 13.2.2.** Clause 13.2.1 does not apply where the reason the *retailer* is not permitted to recover charges is the result of a fault of the *retailer*.

### 13.3. Costs of inspection and testing

The cost of inspecting and testing *metering installations* or *connections* are to be borne by a *distributor*, unless the inspection reveals that the *customer* is in breach of a *regulatory requirement*, in which case the *customer* will be responsible for the reasonable costs of the inspection.

# Schedule 1: Civil Penalty Requirements

The following provisions of this *Code of Practice* are specified civil penalty requirements for the purpose of the *Essential Services Commission Act 2001*.

## Clauses specified as civil penalty requirements

Part 3 – Operation of a distribution system	3.1; 3.2.2; 3.3; 3.4.1; 3.4.6; 3.4.7; 3.4.9; 3.5.1; 3.5.2; 3.5.4; 3.7.1; 3.7.2; 3.7.3; 3.7.4; 3.7.5; 3.7.6(b); 3.7.6(c); 3.7.6(d); 3.7.6.(e); 3.7.6(f); 3.7.7; 3.7.8; 3.7.9; 3.7.10.
Part 4 – Connections and augmentation	4.1.1; 4.1.3; 4.1.4; 4.1.5; 4.2.1; 4.2.3; 4.2.5(a); 4.2.5(c); 4.3.1; 4.3.2; 4.4.1
Part 5 – Interruption	5.1(a); 5.1(b); 5.1(c); 5.1(d); 5.1(e); 5.1(f); 5.2; 5.3; 5.4; 5.5; 5.6.1; 5.6.2; 5.7.1; 5.7.2; 5.7.3
Part 6 – Disconnection, reconnection and abolishment	6.1.1(a); 6.1.1(b); 6.1.1(c); 6.1.1(d); 6.1.1(e); 6.1.2; 6.1.3; 6.1.4; 6.2.1; 6.2.2; 6.3.1; 6.3.3; 6.4.1; 6.4.2; 6.4.3; 6.4.4; 6.4.5
Part 7 – Life-support equipment	7.3; 7.4; 7.6.1; 7.7.1; 7.7.2; 7.8.1; 7.8.2; 7.8.3; 7.11(e); 7.13
Part 9 – Non-compliance by distributors and customers	9.1.1; 9.1.3; 9.1.4; 9.2; 9.3.2
Part 10 – Customer complaint handling	10.1.1; 10.1.2; 10.1.3; 10.1.4
Part 11 – Notification of change of gas type	11.1.1; 11.1.2; 11.2.1; 11.2.2
Part 12 – Regulatory reviews	12.1.1; 12.1.2; 12.1.3; 12.1.4
Part 13 – Other matters	13.2.1; 13.3

## Schedule 2: Operational matters

### Part 1: Distribution system pressure

A distributor must use best endeavours to maintain sufficient distribution system pressures to ensure the minimum pressure is maintained at the distribution delivery point. The typical indicative daily pressure for each category of distribution system is as follows:

Distribution System	Distribution System Pressure (kPa gauge)		
	Category	Maximum	Minimum at distribution delivery point
		Fringe Point #	Outlet of Meter *
Low Pressure	7	1.4	1.1
Medium Pressure	20-210	15	1.1
High Pressure 1	515	140	1.1
High Pressure 2	1050	600	1.1
Transmission Pressure	Maximum allowable operating pressure under the Pipeline Licence	On application	1.1

\* Or other such value where a higher supply pressure has been agreed.

# Network operators may use lower distribution system pressures during periods of low demand (e.g. overnight) to minimise unaccounted for gas and where the operator can demonstrate that quality and reliability of supply can be maintained at those pressures.

### Part 2: Maximum allowable error limits

- 1.1 The maximum allowable variance (error units) in quantity from the agreed true quantity for gas meters must be:
  - (a) not more than 2 per cent in favour of the distributor;
  - (b) not more than 3 per cent in favour of the customer.
- 1.2 The maximum allowable error limit range for correctors must be  $\pm 1$  % in addition to the error limits outlined in 1.1(a) and 1.1(b) above.
- 1.3 Except where provided for in a sampling plan approved by the Commission, the error limit range of meters and correctors must be established under standard conditions at (1) 20% and (2) 100% of the badge capacity of the meter, by a

testing agency approved by the *Commission*.

- 1.4 The testing procedures for *gas meters* and *correctors* must have an uncertainty limit of no more than 1%.

### Part 3: Unaccounted for gas

Each of the *unaccounted for gas benchmark* values set out in the tables below is specific to a single *DUAFG period*. Where a calendar year comprises two *DUAFG periods*, the quantity of *unaccounted for gas* for each of those *DUAFG periods* must be assessed against the *unaccounted for gas benchmark* applicable in that *DUAFG period*.

#### Unaccounted for gas benchmarks – effective from and including 1 July 2023 to 30 June 2028

##### Declared Transmission System (DTS) distribution systems

Distributor	Class A supply point benchmarks ≥ 250,000 GJ/pa	Class B supply point benchmarks < 250,000 GJ/pa
	1 July 2023 – 30 June 2028	1 July 2023 – 30 June 2028
Australian Gas Networks (Victoria)	0.003	0.0406
Australian Gas Networks (Albury)	0.001	0.0406
Multinet	0.003	0.0549
AusNet Services	0.003	0.0460

##### Non-DTS distribution systems – Combined Class A and Class B benchmarks

Distributor	1 July 2023 – 30 June 2028
Australian Gas Networks	0.020
Multinet	0.020
AusNet Services	0.049

## Part 4: Guaranteed Service Levels

Area of service	Threshold to incur GSL payment <sup>a</sup>	GSL payment amount
Appointments <sup>b</sup>	Failure to attend appointment within agreed appointment window: Customer present – 2 hours Customer absent – agreed date	\$50 per event
Connections <sup>c</sup>	Failure to connect a customer within 1 day of agreed date.	\$80 per day (subject to a maximum of \$240)
Repeat interruptions <sup>d</sup>	Unplanned interruptions to a customer in a regulatory year period resulting from faults in the distribution system: Upon fifth interruption Upon tenth interruption	\$150 additional \$150
Lengthy interruptions <sup>e</sup>	Gas supply interruption to a customer not restored: within 12 hours within 18 hours	\$150 additional \$150

<sup>a</sup> GSL scheme applies to tariff V customers only.

<sup>b</sup> An appointment window of two hours applies if the customer is required or requests to be present. A one-day appointment window applies if the customer is not required or does not request to be present. Appointments rescheduled by a distributor are counted as missed appointments. Appointments rescheduled at the request of the customer are excluded from payments.

<sup>c</sup> Excluding if a distributor is unable to gain access to the installation site.

<sup>d</sup> Excluding force majeure, faults in gas installations, transmission faults, upstream events and third-party events.

<sup>e</sup> Excluding force majeure, faults in gas installations, transmission faults, upstream events and third-party events impacting large diameter mains affecting more than 50 customers. Large diameter mains are high pressure mains of nominal diameter 100mm or greater, and medium pressure or low-pressure mains of nominal diameter 150mm or greater.

## Schedule 3: Gas distributor reporting obligations and performance indicators

### Part 1: Distributor reporting obligations

1. This Part sets out gas distributor compliance reporting obligations, as summarised in Table 1 below.

**Table 1: Summary of distributor reporting obligations**

Reporting obligation	Frequency	Timing
<b>Type 1 breaches</b>	As required	Within two business days of detection.
<b>Type 2 breaches</b>	As required	Within 30 calendar days of detection.
<b>Material breaches</b>	As required	As soon as practicable.
<b>Annual report</b>	Annually	For the period 1 July to 30 June – on or before 31 August each year.

2. Under the breach classification tables in Tables 2 and 3 below, regulatory obligations are classified as type 1 or type 2.
3. All actual and potential breaches of type 1 obligations as prescribed in Table 2 must be reported to the commission within two business days of detection.
4. If a licensee submits an incomplete report because the investigation is ongoing, the licensee must provide a complete report within 20 business days from the date it was originally reported to the commission.
5. All actual and potential breaches of type 2 obligations as prescribed in Table 3 must be reported to the commission within 30 calendar days of detection.
6. A breach is detected where a licensee has reasonable grounds to believe a reportable situation has arisen. That is, a licensee knows of facts or has sufficient evidence to consider that a breach has occurred.

**Table 2: Type 1 breaches – gas distributors**

<b>Gas Distribution Code of Practice</b>	
Part 7 – Life-support equipment	7.3; 7.4; 7.6.1; 7.7.1; 7.7.2; 7.8.1; 7.13

**Table 3: Type 2 breaches – gas distributors**

<b>Gas Distribution Code of Practice</b>	
Part 3 – Operation of a distribution system	3.2.2; 3.7.1; 3.7.2; 3.7.3; 3.7.4; 3.7.5(a); 3.7.5(c); 3.7.5(d); 3.7.6(b); 3.7.6(c); 3.7.6(d); 3.7.6(f); 3.7.7; 3.7.8; 3.7.9; 3.7.10.
Part 4 – Connections and augmentation	4.2.1; 4.2.3
Part 5 – Interruption	5.6.1
Part 6 – Disconnection, reconnection and abolishment	6.1.1; 6.1.2; 6.1.3; 6.1.4; 6.2.1; 6.2.2; 6.3.1; 6.3.3
Part 7 – Life-support equipment	7.8.2; 7.8.3; 7.11(e)
<b>Gas Industry Act 2001</b>	
Sections 33(2); 33(3); 229A(1); 229A(2)	

## **Material adverse breach**

7. A distributor must report potential breaches of any other regulatory obligation, including licence conditions, that may give rise to a material adverse impact on consumers or the Victorian energy market as soon as practicable. The reporting obligation arises when a distributor has reasonable grounds to believe that a potential breach may have occurred and may have a material adverse impact on consumers or the market. A distributor should not wait until confirmation of either the breach or the materiality of harm before reporting the matter to the commission.

## **Annual report**

8. A summary of all type 1 and 2 breaches and any other breaches identified during the period must be submitted annually.
9. These reports must be signed by the CEO or Managing Director of the distributor.
10. A distributor will need to submit a nil compliance report in instances where the distributor has no breaches to report for a relevant annual reporting period.

## **Form and content of breach reports**

11. All breach reports must be made using the relevant distributor compliance reporting template located on our website. All breach reports must be submitted via the Retailer Distributor Portal.<sup>1</sup>

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<sup>1</sup> The Retailer Distributor Portal is maintained by the commission and is the information gateway between licensees and the commission. Available here: <https://crisprdp.powerappsportals.com/SignIn?ReturnUrl=%2F>

## Part 2: Distributor performance indicators

1. This Part sets out a gas distributor's performance reporting obligations (as summarised in Table 1 below).

**Table 1: Summary of distributor performance indicators**

Reporting obligation	Frequency	Timing
<b>Guaranteed service level data</b>	Annual	<ul style="list-style-type: none"><li>• For financial years from 2023-24 onwards – on or before 30 November following the end of that financial year.</li></ul>
<b>Unaccounted for gas (UAFG) data</b>	Annual	<ul style="list-style-type: none"><li>• For financial years from 2023-24 onwards – on or before 30 November following the end of that financial year.</li></ul>
<b>Abolishments data</b>	Annual	<ul style="list-style-type: none"><li>• For financial years from 2023-24 onwards – on or before 30 November following the end of that financial year.</li></ul>

### Form and content of performance reports

2. Performance indicator reports must be submitted using the relevant template located on our website, as amended from time to time. Files should be named according to the following conventions:
  - for GSL data, [Distributor]\_GSL\_DATA\_[FinYear].csv
  - for UAFG data, [Distributor]\_UAFG\_[DTS/NON-DTS]\_DATA\_[FinYear].csv
  - for Abolishments data, [Distributor]\_Gas\_Abolishment\_DATA\_[FinYear].csv

3. All submissions of performance data must be submitted via the Retailer Distributor Portal.<sup>2</sup>
4. Where a distributor has no relevant performance data to report for a relevant period the distributor is required to submit the applicable template. The template should note that the distributor has no performance data to report for the relevant period.

### Guaranteed Service Level data

A gas distributor must provide the commission with the Guaranteed Service Level data on an annual basis, following completion of a financial year by 30 November of that year. This obligation commences at the end of the 2023-24 financial year. The first report is due by 30 November 2024 for the financial year 2023-24.

Ref.	Indicators	Distributors are required to report the following data
GSL01	Distributor name	The name of the distributor.
GSL02	Year	The financial year of the reporting period (e.g. 2023-24).
GSL03	GSL category	This field is pre-defined with the applicable guaranteed service level categories (appointments, connections, repeat interruptions and lengthy interruptions).
GSL04	GSL measures	This field is pre-defined with the specific guaranteed service levels measures for each category.
GSL05	GSL value	The total number of guaranteed service level payments made for each measure in the financial year.
GLS06	GSL amount	The total dollar amount of guaranteed service level payments made for each measure in the financial year.

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<sup>2</sup> The Retailer Distributor Portal is maintained by the commission and is the information gateway between licensees and the commission. Available here: <https://crisprdp.powerappsportals.com/SignIn?ReturnUrl=%2F>

## Unaccounted for gas (UAFG) data

A gas distributor must provide the commission with the unaccounted for gas (UAFG) data for the previous five years on an annual basis, following completion of a financial year by 30 November of that year. This obligation commences at the end of the 2023-24 financial year. The first report is due by 30 November 2024 for data for the calendar years 2019-23. The data to be provided must indicate whether the data has been settled between the distributor and retailers. Where settled data is not available, a distributor must provide the most recently available unsettled data for each of the previous five years, using estimates based on actual available data at the time of reporting.

Ref.	Indicators	Distributors are required to report the following data
UAG01	Distributor name	The name of the distributor.
UAG02	Distributors network	Name of the distribution system (DTS or Non-DTS).
UAG03	Year	Each year of the five previous calendar years of the reporting period (e.g. 2019, 2020, 2021, 2022 and 2023). From 2023-24 onwards, the financial year of the reporting period (e.g. 2023-24).
UAG04	Total injections (GJ)	The total injections in GJ through transfer points or receipt points.
UAG05	Class A UAFG (GJ)	Actual UAFG in GJ for Class A supply points.
UAG06	Class B UAFG (GJ)	Actual UAFG in GJ for Class B supply points.
UAG07	% Class A UAFG	Percentage of UAFG for Class A supply points.
UAG08	% Class B UAFG	Percentage of UAFG for Class B supply points.
UAG09	Total withdrawals (GJ)	The total withdrawals through transfer points or receipt points.
UAG10	Class A withdrawals (GJ)	The total Class A gas customers withdrawals (GJ).
UAG11	Class B withdrawals – D customers (GJ)	The total Class B – Tariff D gas customers withdrawals (GJ).

UAG12	Class B withdrawals – V customers (GJ)	The total Class B – Tariff V gas customers withdrawals (GJ).
UAG13	Reconciliation amounts received/ (paid) \$000	The financial reconciliation amounts the distributor either received or paid to a retailer.

### Abolishments data

A gas distributor must provide the commission with the abolishments data on an annual basis, following completion of a financial year by 30 November of that year. This obligation commences at the end of the 2023-24 financial year. The first report is due by 30 November 2024 for the financial year 2023-24.

Ref.	Indicators	Distributors are required to report the following data
ABS01	Distributor name	The name of the distributor.
ABS02	Year	The financial year of the reporting period (e.g. 2023-24).
ABS03	Postcode	This field indicates the postcode where the MIRN is located.
ABS04	Total MIRNs	Total number of Meter Installation Registration Numbers (MIRN) existing at the beginning of the financial year of the reporting period in the postcode.
ABS05	Abolishments per postcode	Total number of abolishments completed by the end of the financial year of the reporting period in the postcode.