

Customer P and AGL Sales – Decision and Reasons

**Application of section 40B of the Electricity Industry Act 2000 (Vic)
– Compensation for wrongful disconnection**

18 July 2018

Commissioners:

Dr Ron Ben-David, Chairperson,
Mr Richard Clarke, Commissioner, and
Ms Kate Symons, Commissioner.

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The complaint

1. In the matter of a referral for decision by the Energy and Water Ombudsman (Victoria) to the commission of a complaint by Customer P.
2. The complaint is about the application of section 40B of the Electricity Industry Act 2000 (Vic) (the Act) for an alleged wrongful disconnection by AGL Sales Pty Ltd (AGL Sales) of Customer P's electricity supply at [address redacted] (the premises), from 10:05am on 21 May 2015 to 4:57pm on 1 June 2015 (a period of 11 days, 6 hours and 52 minutes).

Issues for decision

3. The issue for decision by the commission on the complaint is whether or not AGL Sales has breached a condition of its retail licence regarding an obligation to make a prescribed payment to Customer P in circumstances where:
 - (a) AGL Sales disconnected the supply of electricity to the premises of Customer P; and
 - (b) AGL Sales failed to comply with the terms and conditions of the contract specifying the circumstances in which the supply of electricity to those premises may be disconnected.
4. If so, then under sub-section 40B(3) of the Act, AGL Sales was obliged to make the prescribed payment to Customer P as soon as practicable after the supply of electricity was reconnected to Customer P's premises.
5. This requires the commission to make findings and reach conclusions regarding the following matters:
 - (a) Whether or not AGL Sales disconnected the supply of electricity to the premises of Customer P (see paragraph 28 below);
 - (b) Was supply of electricity to Customer P's premises reconnected, and if so, when? (see paragraph 30 below);
 - (c) If AGL Sales did disconnect the supply of electricity to Customer P's premises, for what period of time did the disconnection occur? (see paragraph 31 below);
 - (d) What was the contract between AGL Sales and Customer P? (see paragraphs 33(c) and 45 below);
 - (e) What were the terms or conditions of that contract which specified the circumstances in which AGL Sales may disconnect the supply of electricity to Customer P's premises? (see paragraph 33(c) and 46 below);
 - (f) Whether or not AGL Sales failed to comply with *those* terms and conditions (see paragraphs 46, 63 and 64 below);
 - (g) Was Customer P entitled to receive payment of a prescribed amount because of any wrongful disconnection by AGL Sales under section 40B of the Act? (see paragraph 41 below);
 - (h) If so, when was AGL Sales obliged to make the payment of the prescribed amount? (see paragraphs 41, 44 and 74 below);

- (i) Has AGL Sales made the payment to Customer P in accordance with its deemed licence condition under section 40B of the Act? (see paragraphs 32 and 42 below);
 - (j) If AGL Sales has not made the payment what are the consequences? (see paragraphs 74 to 78 below).
- 6. Through its formal letter of referral and the memorandum accompanying the letter the ombudsman acknowledged that AGL Sales had demonstrated that it had complied with clauses 109 and 110 of the Energy Retail Code (Version 11) (the code) prior to the disconnection.
- 7. However, the ombudsman considered that AGL Sales had not complied with clause 111(1)(e) of the code. The ombudsman considered that AGL Sales was required to use its best endeavours to contact Customer P in connection with the failure to pay.
- 8. The ombudsman referred to the guidance provided by the commission's Operating Procedure- Compensation for Wrongful Disconnection on what could constitute best endeavours and noted that this could include contact in person or by telephone over a 2-3 day period and not more than a month prior to disconnection. The ombudsman noted that the guidance provides that for customers with a supply address outside an urban area, where telephone contact has not been made, a registered post letter is required to be sent advising of the pending disconnection.
- 9. The ombudsman reviewed the contact notes provided by AGL Sales and noted that there was no telephone contact with, or registered post sent to, Customer P in the month prior to disconnection.
- 10. AGL Sales was invited to provide any information and documents it considered that the commission should have regard to in making its decision. AGL Sales was also invited to make submissions on the complaint from its point of view for the commission to consider. AGL Sales made submissions for the commission's consideration.
- 11. AGL Sales did not dispute the chronology of events as presented by the ombudsman in its referral memorandum. However, AGL Sales considered that it had complied with clause 111(1)(e) as best endeavours is not a fixed standard. It is dependent on circumstances, and takes into account, for example, the information that a retailer has regarding a customer. If that customer is unknown then, according to AGL Sales, the standard is not the same as for a known customer.
- 12. AGL Sales was of the view that the customer had failed to provide adequate information to the retailer, so AGL Sales did not have the customer's name (in order to be able to send a registered post letter), or telephone details (in order to be able to send an SMS or make a telephone call).

13. AGL Sales took the view that in the circumstances of this case, it had used best endeavours by sending notifications to the customer's address. According to AGL Sales, as per the provisions of the code and the deemed contract, these notices are taken to have been received by the deemed customer at the relevant premises.

Relevant facts

14. From the commission's review of the matter and information and documents received by the commission, the commission makes the factual findings set out below.

Background

15. At all relevant times, AGL Sales was the licensee responsible for supply of electricity to the premises.
16. On 29 January 2014, the billing rights for the supply of electricity to the meter at Customer P's premises were transferred to AGL Sales in error. The nature and cause of the error is not clear on the basis of the evidence provided to the commission, but is, in any case, not necessary to make the decision at hand.
17. On 18 February 2015, AGL Sales disconnected the electricity supply to Customer P's premises.
18. On 23 February 2015, AGL Sales reconnected the electricity supply to Customer P's premises.
19. The ombudsman investigated this disconnection and found that a Wrongful Disconnection Payment was not applicable as the deemed contract between Customer P and AGL Sales had expired at the time of the disconnection.
20. In February 2015, after the electricity was reconnected, Customer P contacted AGL Sales and requested that the meter be transferred back to her preferred retailer. AGL Sales agreed to do so.
21. Customer P did not receive any notices from AGL Sales.
22. AGL Sales' contact notes for 20 March 2015 show that Customer P's preferred retailer declined to take back Customer P as its customer. So AGL Sales reversed earlier outstanding bills, and reversed an earlier contract (No. 9122980018) and created a new "dear customer account" (No. 7017583563) and contract (No. 9142801234).
23. AGL Sales' "Account Statement" for "[address redacted]" states the following:
 - (a) Account: 7017583563;
 - (b) Payment Reference Number: 7017583563 / 9142801234 – Electricity;
 - (c) Address: [address redacted]
 - (d) Opening Balance as of 21 Mar 2015: \$0.00

Circumstances leading to the disconnection in May 2015

24. On 24 March 2015, AGL Sales issued a bill for \$681.12 with a due date of 15 April 2015, addressed to “Dear Customer [address redacted]”. The bill provided the following details:
- (a) Account Name: Dear Customer;
 - (b) Account Number: 7017 583 563;
 - (c) Supply address: [address redacted];
 - (d) Bill period: 3 November 2014 to 20 February 2015 (110 days);
 - (e) Energy Plan: Standard Retail Contract;
 - (f) Meter Read Type: Actual
 - (g) “Your next meter read is due between **8 Jun 15 and 12 Jun 15**. Please ensure easy access to your meter on these days.”
25. On 20 April 2015, AGL Sales issued an overdue payment notice for the amount of \$469.80 with a due date of 30 April 2015. The notice was addressed to “Dear Customer [address redacted].” It said that if the \$469.80 amount is not received by the due date “recovery action will commence which may result in additional cost to you.” The notice also went on to state that “...subsequent unpaid amounts mean that the total overdue balance on your electricity account is now \$681.12. This will have to be paid to avoid further recovery action.”
26. On 5 May 2015, AGL Sales issued a disconnection notice for the amount of \$681.12 with a due date for payment of 15 May 2015. The Disconnection notice was addressed to “Dear Customer [address redacted]”. It also stated that – “We have sent you a bill for your electricity account, a reminder notice *and have made attempts to contact you.*” (emphasis added)

Disconnection of electricity supply to the premises

27. On 15 May 2015, AGL Sales raised a service order for the disconnection of the electricity supply to Customer P’s premises.
28. On 21 May 2015 at 10:05am, the electricity supply to Customer P’s premises was disconnected.
29. On 1 June 2015, Customer P contacted and lodged a complaint with the ombudsman.
30. On 1 June 2015 at 4:57pm, the supply of electricity was restored to the premises of Customer P.
31. The premises was disconnected for a period of 11 days, 6 hours and 52 minutes.

32. AGL Sales has not made any wrongful disconnection payment to Customer P.

Relevant obligations

33. In this matter AGL Sales' relevant obligations arise from the following:

(a) The Act:

- (i) Sub-section 35(1)(b) of the Act requiring AGL Sales to offer to supply and sell electricity to domestic or small business customers on terms and conditions determined by AGL Sales and approved by the commission.
- (ii) Sub-sections 36(1) and (2) of the Act dealing with a term or condition in a contract for the supply or sale of electricity by a licensee to a relevant customer being void if it is inconsistent with terms and conditions specified by the commission that specify the circumstances in which the supply of electricity to premises may be disconnected. In such a case the term or condition specified by the commission is deemed to form part of the contract in place of the void term or condition.
- (iii) Sub-section 39(1) of the Act which provides for circumstances where a relevant customer commences to take supply of electricity at premises from a relevant licensee without having entered into a supply and sale contract with that licensee. It deems the existence of a contract, from the commencement of the supply of electricity to the customer at the premises on the tariffs, terms and conditions provided for in section 35 and sub-section 39(5) of the Act.
- (iv) Sub-section 40B(1) of the Act deems a condition into AGL Sales' retail licence an obligation to make a payment of the prescribed amount to a customer if there has been a wrongful disconnection.
- (v) Sub-section 40B(5)(b) provided, prior to 1 January 2016, that the prescribed amount was \$250.00 for each whole day that the supply of electricity was disconnected and a pro rata amount for any part of a day that the supply of electricity was disconnected.

(b) AGL Sales' electricity retail licence:

- (i) Clause 7.1 of the licence requires AGL Sales to ensure its contracts for the sale of electricity expressly deal with each matter which is the subject of a term or condition of the Energy Retail Code.
- (ii) Clause 7.3 requires each term or condition of AGL Sales' contracts for the sale of electricity to be consistent with each term and condition of the code.

- (iii) Clause 7.4 requires AGL Sales to comply with the terms and conditions of any contract for the sale of electricity with a relevant customer.
- (c) AGL Sales' standard retail contract with Customer P, deemed to be established on 20 March 2015, that contained the following requirements:
 - (i) Clause 5.1(a) which states that "[AGL Sales] also agree to meet other obligations set out in this contract and to comply with the energy laws [code], including where we sell you electricity, the provision, installation and maintenance of your meter."
 - (ii) Clause 6.1 which states that "[y]ou [the customer] must give us any information we reasonably require for the purposes of this contract."
 - (iii) A note for Victorian customers at clause 9.3 which states that "in Victoria, a retailer must obtain a customer's 'explicit informed consent' to base the customer's bill on an estimation..."
 - (iv) Clause 14.1(e) which states that "[s]ubject to [AGL Sales] satisfying the requirements in the Rules, [AGL Sales] may arrange for the disconnection of your premises if – [AGL Sales] is otherwise entitled or required to do so under the Rules or by law."
 - (v) Clause 14.2 which states in part "[b]efore disconnecting your premises, [AGL Sales] must comply with relevant warning notice requirements *and other provisions in the Rules*, and in relation to safe and unhindered access only, we must use our best endeavours to contact you to arrange an appointment with you for access to your premises in addition to any warning notice." (emphasis added)
- (d) The code:
 - (i) Clause 12 and Schedule 1 of the code which set out model terms and conditions for a standard retail contract approved by the commission for the purpose of subsection 35(1)(b) of the Act.
 - (ii) Clause 13 of the code applying various provisions of the code to standard retail contracts, and providing that the terms and conditions of the contract:
 - (A) Must not be inconsistent with the provision; and
 - (B) May supplement or augment the operation of the provision; and
 - (C) Must not diminish the operation of the provision.

And providing that the provision of the code prevails to the extent of any inconsistency with any term or condition of the contract.

- (iii) Clause 53(1) of the code which imposes various obligations on retailers after they become aware that a small customer is consuming energy under a deemed customer retail arrangement to give information to the customer about specified matters, including the consequences for the customer if the customer does not enter into a customer retail contract and the entitlement of the retailer to arrange for disconnection of the premises and details of the process for disconnection.
- (iv) Clauses 70 and 70A which deal with termination of standard retail contracts and deemed contracts.
- (v) Clause 111 of the code sets out the conditions under which a retailer may arrange disconnection of a customer's premises for failing to pay a bill. The sub-clauses of clause 111 of the code impose cumulative obligations. Clause 111(4) applies clause 111 to standard retail contracts.
- (vi) Under sub-clause 111(1)(e) after retailers have given the required (reminder notice and) disconnection warning notice, they must use best endeavours to contact the customer in connection with the failure to pay (or to adhere to a payment plan or instalment arrangement) in one of the following ways – in person; by telephone; by facsimile or other electronic means.
- (vii) Clause 115 empowering a financially responsible retailer to arrange for the disconnection of the premises of a move-in customer or a carry-over customer *if the customer refuses or fails to take appropriate steps to enter into a customer retail contract as soon as practicable.* (emphasis added)

34. AGL Sales' obligations are discussed further below in the reasons.

Decision

35. AGL Sales is in breach of a condition of its electricity retail licence, deemed into AGL Sales' electricity retail licence by section 40B of the Act (the deemed licence condition).
36. AGL Sales disconnected the supply of electricity to Customer P's premises at 10:05am on 21 May 2015.
37. Prior to disconnecting the supply of electricity to Customer P's premises for non-payment, AGL Sales failed to comply with the terms and conditions of its deemed contract with Customer P.
38. The disconnection was therefore not in accordance with the deemed licence condition.
39. The supply of electricity to Customer P's premises was reconnected at 4:57pm on 1 June 2015.
40. The supply of electricity to Customer P's premises was wrongfully disconnected for a period of 11 days, 6 hours and 52 minutes.
41. Therefore, under the deemed licence condition, AGL Sales was obliged to pay to Customer P the prescribed amount of \$2,822 as soon as practicable after the supply of electricity was reconnected to Customer P's premises on 1 June 2015.
42. No payment has been made as at 18 July 2018.

Reasons

43. AGL Sales' electricity retail licence requires that:
- (a) AGL Sales not enter into a contract for the sale of electricity with a relevant customer unless the terms and conditions of the contract expressly deal with each matter which is the subject of a term or condition of the code (clause 7.1); and
 - (b) each term or condition of AGL Sales' contract for the sale of electricity to a relevant customer must not be inconsistent with the terms or conditions of the code (clause 7.3); and
 - (c) AGL Sales must comply with the terms and conditions of any contract for the sale of electricity with a relevant customer (clause 7.4).
44. The deemed licence condition requires AGL Sales to make a prescribed payment to a customer as soon as practicable after the supply of electricity to the customer's premises is reconnected where it:
- (a) disconnects the supply of electricity to the premises of that customer; and
 - (b) fails to comply with the terms and conditions of the contract specifying the circumstances in which the supply of electricity to those premises may be disconnected.
45. The relevant contract between AGL Sales and Customer P was a deemed contract commencing on 20 March 2015 under section 39 of the Act (see paragraphs 16 to 23 and 33(a)(iii) above). Essentially, the terms and conditions of that deemed contract were in accordance with AGL Sales' standard retail contract.
46. Clause 14 of AGL Sales' contract with Customer P specifies the circumstances in which the supply of electricity to Customer P's premises may be disconnected. Both subclauses 14.1 and 14.2 of the contract expressly contemplate compliance with the provisions of the code.
47. It is accepted that AGL Sales demonstrated compliance with clauses 109 and 110 of the code. (see paragraph 6 above)

Clause 111(1) of the code – did AGL Sales demonstrate *best endeavours* in seeking to contact Customer P?

48. Clause 111 of the code deals with disconnection of electricity supply for not paying a bill. In respect of Customer P, a residential customer, clause 111 of the code imposed obligations on AGL Sales not to arrange for the disconnection of electricity supply to Customer P's

premises if Customer P had not paid the bill by the 'pay-by' date until all of the following occurred:

- (a) AGL Sales had given Customer P a reminder notice (clause 109 and 111(1)(c)); *and*
- (b) AGL Sales had given Customer P a disconnection warning notice after the expiry of the period referred to in the reminder notice (clause 111(1)(d)); *and*
- (c) AGL Sales had, after giving the disconnection warning notice, used its best endeavours to contact Customer P, in connection with the failure to pay in one of the following ways:
 - (i) In person;
 - (ii) By telephone;
 - (iii) By facsimile or other electronic means (clause 111(1)(e)); *and*
- (d) Customer P had refused or failed to take any reasonable action towards settling the debt (clause 111(1)(f)).

49. There is some context and background that needs to be kept in mind in this case:

- (a) AGL Sales obtained the billing rights for the supply of electricity to the meter at Customer P's premises in error;
- (b) after the electricity was reconnected (following an initial disconnection by AGL Sales), Customer P contacted AGL Sales and requested that the meter be transferred back to her preferred retailer;
- (c) AGL Sales agreed to do so;
- (d) Customer P did not receive any notices addressed to her from AGL Sales in relation to her electricity supply;
- (e) There is no evidence that AGL Sales sought any information from Customer P that it may have reasonably required for the purposes of entering into a retail contract with Customer P (see paragraphs 33(c)(ii), 33(d)(ii), and 33(d)(iii) above).

50. In this case, the relevant bill which was not paid and led to the disconnection of Customer P's electricity supply was issued by AGL Sales four days after AGL Sales created a new account and contract in respect of Customer P's premises without her knowledge. The bill was issued on 24 March 2015 with a due date for payment of 15 April 2015 (see paragraph 24 above).

51. The bill states that the electricity supply details were based on an actual read of the meter (not an estimate). So AGL Sales, or someone on its behalf, had actually attended, and had access to, the relevant meter at various points in time. The bill also expressly foreshadowed

that the next meter read was due between 8 and 12 June 2015 and requested “easy access to your meter on these days”.

52. The disconnection warning notice issued by AGL Sales on 5 May 2015 expressly says to the addressee “Dear Customer” that – “[AGL Sales] have sent you a bill for your electricity account, a reminder notice *and have made attempts to contact you*. However, [AGL Sales] are yet to receive your payment.” (emphasis added). There is no evidence that AGL Sales had made any attempts to contact Customer P at that point in time (5 May 2015) or at all. The commission is concerned to see AGL Sales making to a deemed customer or member of the public what seems to be a baseless, false or misleading representation.
53. Customer P’s evidence is that she did not receive any notices from AGL Sales (see paragraph 21 above).
54. In these circumstances, AGL Sales submits that best endeavours is not a fixed standard and is dependent on the circumstances. It submits that where the customer is unknown the standard is not the same as for a known customer.
55. The commission agrees that the standard set or required by the phrase “best endeavours” is not some objectively fixed requirement or set of requirements that will satisfy the standard on every occasion. It is a standard that necessarily has to have regard to the circumstances and context of a particular matter. The phrase is used in a number of slightly differing contexts in the code and in the model terms and conditions in Schedule 1 (for example, see Schedule 1 of the code – Model terms and conditions at clauses 4.3(b), 11(b), 12.2(c), 20.1(b), and 20.3 and also note clause 11A.2(a) of AGL Sales’ standard retail contract).
56. However, accepting that the requirements to fulfil the standard in any particular case may vary depending on the context and circumstances is not the same as accepting that the standard can effectively be ignored in some cases. That is essentially the effect of AGL Sales’ submission in this case.
57. AGL Sales submitted that in deemed contract cases “best endeavours are met by sending notifications to the customer’s address. As per the Energy Retail Code and the deemed contract, these notices are taken to have been received by the deemed customer at the relevant premises”.
58. The commission does not accept that submission. As noted above, (see paragraphs 33(d)(v) and 48 above), the requirements of clause 111 of the code are cumulative. Sending or giving the reminder notice (CI 111(c)) and then the disconnection warning notice (CI 111(d)) cannot be considered to constitute actions that go to discharging the “best endeavours” obligation (CI 111(e)) of the code. The obligation specifically states that the best endeavours need to be made after the disconnection warning notice is sent.

59. Clause 111(1)(e) of the code expressly contemplates the possibility that in some cases the best endeavours requirement may need to be met by trying to contact the customer in person.
60. While the remoteness of the location of the premises is a relevant consideration it does not necessarily determine what will constitute best endeavours. This is especially the case in this matter, given the context, background and all the circumstances as set out above (including that AGL Sales had itself expressly foreshadowed in its bill, the possibility of individuals attending at Customer P's premises for a meter reading between 8 June 2015 and 12 June 2015).
61. The Operating Procedure – Compensation for Wrongful Disconnection published by the commission on 13 October 2014 expressly states at clause 3.1 that the guidance given in Appendix A of the procedure is not a formal supplement to the code to be applied in abstract without full regard to the circumstances, nor is it exhaustive. In this case, the commission accepts AGL Sales' submission that resort to the Operating Procedure is not necessary and that the code itself must be referenced to identify the retailer's obligation.
62. The "best endeavours" required of AGL Sales by clause 111(1)(e) of the code are not best endeavours in the abstract or without any purpose. They are best endeavours to inform or alert the customer (Customer P) of the pending or imminent disconnection of the customer's (Customer P's) electricity supply to enable the customer (Customer P) to have one final chance to take reasonable action towards settling the outstanding debt or to have her electricity supply disconnected.
63. In this matter we have not been presented with any evidence that, after sending the disconnection warning notice, AGL Sales has made *any* endeavours (let alone *best* endeavours) to contact Customer P in connection with the failure to pay. Accordingly, AGL Sales has not demonstrated that it complied with the requirements of clause 111(1)(e) of the code before arranging for the disconnection of the electricity supply to Customer P's premises.
64. As a result, AGL Sales failed to comply with clause 14 of its contract with Customer P which specified the circumstances in which the supply of electricity to Customer P's premises may be disconnected.

Other observations

65. While this matter was not directly raised by the ombudsman's referral, the commission has some concerns about one of the terms or conditions of AGL Sales' standard retail contract.
66. Relevantly, clause 14.2 of AGL Sales' standard retail contract provides as follows:
- “14.2 Notice and warning of disconnection.
- Before disconnecting your premises, we must comply with relevant warning notice requirements and other provisions in the Rules, *and in relation to safe and unhindered access only, we must use best endeavours to contact you to arrange an appointment with you for access to your premises in addition to any warning notice...*” (emphasis in italics added)
67. AGL Sales has adopted the Model terms and conditions for standard retail contracts as provided for in clauses 12 and 13 of the code and in Schedule 1 of the code. However, the emphasised part of clause 14.2 of AGL Sales' standard retail contract is not in clause 14.2 of the model terms and conditions.
68. Under clause 13(2) of the code, AGL Sales' standard retail contract can certainly supplement or augment the operation of a provision of the code. However, AGL Sales cannot, by its terms and conditions in its standard retail contract, *diminish* the operation of a provision of the code. The commission has some concern that clause 14.2 of AGL Sales' standard retail sales contract does endeavour to diminish the operation of clause 111(1)(e) of the code.
69. Clause 111(1)(e) of the code imposes an obligation on AGL Sales to use best endeavours to contact the customer in connection with a failure to pay in one of three specified ways including “in person”. AGL Sales' clause 14.2 states that AGL Sales has an obligation to use best endeavours – “in relation to safe and unhindered access only”.
70. Clause 13(2)(b) of the code requires that the terms and conditions of AGL Sales' standard retail contract must not be inconsistent with a relevant provision of the code. To the extent that there is any inconsistency between clause 14.2 of AGL Sales' standard retail contract and clause 111(1)(e) of the code, the provisions of clause 111(1)(e) of the code prevail (under clause 13(2)(e) of the code).
71. AGL Sales may want to consider addressing this issue for the benefit of its customers.
72. We further note that we have not received any evidence that AGL Sales complied with the requirements of clause 53(1) of the code, requiring a retailer who is the financially

responsible market participant for the premises of a customer under a deemed customer retail arrangement to give the customer:

- (a) the retailer's contact information;
- (b) details of the prices, terms and conditions applicable to the sale of energy to the premises;
- (c) the customer's options for establishing a customer retail contract; and
- (d) the consequences for the customer if the customer does not enter into a customer retail contract (whether with that or another retailer), including the entitlement of the retailer to arrange for the de-energisation of the premises and details of the process for de-energisation.

73. We note that in this instance a breach of clause 53 of the code does not lead to an obligation to make a wrongful disconnection payment to the customer. However AGL Sales may wish to revise its processes to ensure that in similar future cases it complies with clause 53 of the code, and any other provisions relating to deemed customer retail arrangements.

Enforcement

74. AGL Sales has breached its retail licence by failing to make a payment of \$2,822 as soon as practicable after the reconnection of the supply of electricity to Customer P's premises on 1 June 2015.
75. AGL Sales is required to rectify the contravention by making the payment.
76. AGL Sales should advise the commission in writing when the payment has been made.
77. If AGL Sales is unable to make payment it should inform the commission in writing within five business days of receiving this decision.
78. If the payment is not made within five business days of AGL Sales receiving this decision, the commission may take enforcement action against AGL Sales under Part 7 of the Essential Services Commission Act 2001 (Vic).