



Jemena Gas Networks (NSW) Ltd

NETWORK CODE FOR FULL RETAIL COMPETITION

TABLE OF CONTENTS

PART A – INTRODUCTION	2
1. DEFINITIONS AND INTERPRETATION.....	2
1.1 Definitions	2
1.2 Interpretation.....	6
2. PURPOSE AND APPLICATION	7
2.1 Purposes.....	7
2.2 Application	7
2.3 Inconsistency With Other Laws and Instruments.....	7
3. COMMENCEMENT AND EXPIRATION	8
3.1 Commencement	8
3.2 Expiration.....	8
4. MINIMUM AND ALTERNATIVE SERVICE STANDARDS	8
4.1 Minimum Service Standards.....	8
4.2 Network Code Does Not Prevent Parties Agreeing to Alternative Standards...8	
PART B – INFORMATION AND COMMUNICATION.....	9
5. NETWORK-RELATED INQUIRIES REPORTING PROCEDURES	9
5.1 General	9
5.2 Process.....	9
5.3 Network Operator To Report Back If Required.....	9
5.4 Network Operator To Notify Retailer of inability to access Customer’s premises	10
6. NETWORK SAFETY INCIDENT REPORTING PROCEDURES	10
6.1 General	10
6.2 Network Operator to provide Emergency Telephone Number.....	11
6.3 Retailer Must Include Emergency Line Number	11
6.4 Network Operator Response to Network-Related Safety Incident Calls.....	11
6.5 Network Operator To Respond and Transfer In Neutral and Non-Discriminatory Manner.....	11
6.6 Network Operator to Report Back to Retailer if Required.....	12
6.7 Retailer Must Have 24 Hour Transfer Capability	12
6.8 Retailer to Participate in Planning and Evaluation Processes	12
6.9 Site Contact Details	12
7. INQUIRIES REGARDING CONSUMPTION DATA	13
7.1 Data Consent Form	13
7.2 Retailer May Request Information From Network Operator.....	13
7.3 Network Operator To Provide Consumption Data	13
8. BILLING INFORMATION FOR CUSTOMERS	14
8.1 Billing information to be provided in respect of Small Retail Customers.....	14
8.2 Network Operator to assist with billing inquiries	14
PART C – METERING	16

9.	SECURITY OF BASIC METERING EQUIPMENT	16
9.1	Retailer Must Not Interfere With Basic Metering Equipment.....	16
9.2	Security of Basic Metering Equipment.....	16
9.3	Access to Meters	16
9.4	Information to be provided by the Network Operator	17
10.	ACCURACY OF METERS	17
10.1	Retailer May Request Evidence of Accuracy of Meters.....	17
11.	METER TESTING PROCEDURES	17
11.1	Request for Test of Basic Metering Equipment	17
11.2	Network Operator to Replace Meter	17
11.3	Network Operator to Report Results of Test.....	18
12.	CORRECTION OF BILLING INFORMATION FOR SMALL RETAIL CUSTOMERS	18
12.1	Trace Back up to 12 Months If Network Operator Has Over Charged.....	18
12.2	Trace Back up to 12 Months If Network Operator Has Under-Charged	18
PART D – NETWORK RELATED WORKS.....		20
13.	NETWORK WORKS	20
13.1	Network Operator to Give Notice	20
13.2	Content of Notice	20
13.3	Variations.....	20
13.4	Network Operator Seeking Access.....	21
14.	UNPLANNED INTERRUPTIONS.....	21
14.1	Network Operator to Provide Number	21
15.	RIGHT TO INFORMATION BY A RETAILER.....	21
15.1	Network Operator to Provide Explanation	21
PART E – NEW CONNECTIONS		22
16.	NEW GAS CONNECTIONS.....	22
16.1	Network Operator To Use Best Endeavours	22
16.2	Retailer to Comply With Requirements.....	22
PART F : DISCONTINUANCE AND RECOMMENCEMENT OF SUPPLY		23
17.	DISCONTINUANCE OF SUPPLY BY NETWORK OPERATOR	23
17.1	Subject to Access Arrangement	23
17.2	Retailer May Request Network Operator to Discontinue Supply	23
17.3	Network Operators Must Discontinue Supply	23
17.4	Restrictions on discontinuance of supply.....	24
18.	RECOMMENCEMENT OF SUPPLY TO EXISTING CONNECTIONS.....	24
18.1	Subject to Access Arrangement	24
18.2	Retailer May Request Network Operator to recommence supply.....	24
18.3	Network Operator Must Reconnect	24
19.	DISCONTINUANCE AND RECOMMENCEMENT OF SUPPLY BY RETAILER.....	25
19.1	Retailer May discontinue supply	25
19.2	Only Certified Personnel May discontinue or recommence supply.....	25
19.3	Retailer May Reconnect Supply	25
19.4	Retailer Must Inform Network Operator of discontinuance / recommencement of supply	26
PART G – GENERAL		27
20.	DISPUTE RESOLUTION.....	27
20.1	Notice of Dispute	27
20.2	Further Steps Required Before Proceedings.....	27

- 20.3 Disputes for Expert Determination27
- 20.4 Choice of Expert27
- 20.5 Directions to Expert28
- 20.6 Expert Must Convene Meetings.....29
- 20.7 Confidentiality of Information29
- 20.8 Final Determination of Expert30
- 20.9 Costs.....31
- 20.10 Parties Must Continue to Comply with Code.....31
- 21. NOTICES.....31**
 - 21.1 Requirements of Effective Notice31
 - 21.2 Deemed Delivery32
 - 21.3 Provisions with respect to Facsimiles32
 - 21.4 Provisions with respect to Electronic Mail.....33
- 22. VARIATION OF NETWORK CODE33**

ANNEXURE A: DATA CONSENT FORM

PREAMBLE

This Network Code documents certain important elements of the relationship between Network Operators and Retailers that are necessary to support the introduction of a fully competitive natural gas retail market.

This Network Code should be considered in conjunction with the Gas Retail Market Business Rules to Support Retail Competition in Gas and the Gas Supply (Natural Gas Retail Competition) Regulation 2001.

PART A – INTRODUCTION

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Network Code, unless the contrary intention appears:

- (1) “**Access Arrangement**” means an access arrangement for third parties to access a Network Operator’s Network, approved or deemed to be approved under the Third Party Access Code by the Independent Pricing and Regulatory Tribunal established under the *Independent Pricing and Regulatory Tribunal Act 1992 (NSW)*;
- (2) “**Approved Request for Service**” means a Completed Request for Service in respect of which the Network Operator has capacity to supply the service;
- (3) “**Basic Metering Equipment**” has the meaning given to it in the Gas Retail Market Business Rules;
- (4) “**Billing Inquiry Notice**” means a notice given under section 8.2(1);
- (5) “**Business Day**” means a day that is not a Saturday, Sunday or any other day that is a public holiday in New South Wales;
- (6) “**Claim**” includes any claim, legal action or demand;
- (7) “**Completed Request for Service**” means a completed request for service under an Access Arrangement;
- (8) “**Consumption Data**” means the historical data collected on the consumption of natural gas by a Customer;
- (9) “**Copy**” includes a facsimile copy, photocopy or electronic copy;
- (10) “**Cost**” includes any cost, charge, expense, outgoing, payment or other expenditure of any nature whatever, including all reasonable and proper legal fees;
- (11) “**Customer**” means a Person who is supplied with natural gas by a Retailer;
- (12) “**Customer Supply Contract**” has the meaning given to that term in the Gas Supply Act;
- (13) “**Data Consent Form**” means the form referred to in section 7.1(1);

- (14) **“Data Error”** means a failure by a measurement device to operate or register accurately, a transmission error, corruption of data or any other incident (including unauthorised use of gas) which causes inaccurate or incomplete data to be used by a Network Operator;
- (15) **“Delivery Point”** means a point on a Network at which gas is withdrawn from the Network for delivery to a Customer and which is normally located at:
- (a) the inlet of a Gas Installation at a Customer’s premises; or
 - (b) the outlet of the Basic Metering Equipment at a Customer’s premises;
- (16) **“Discontinuance Notice”** means a notice referred to in section 17.2(1);
- (17) **“Dispute”** includes any difference, dispute, matter, question, controversy, claim or legal action;
- (18) **“Emergency Telephone Number”** means the telephone number referred to in section 6.2;
- (19) **“Gas Installation”** has the meaning given to that term in the Gas Supply Act;
- (20) **“Gas Meters Regulation”** means the Gas Supply (Gas Meters) Regulation 1997;
- (21) **“Gas Retail Market Business Rules”** means the business rules to support retail competition in the New South Wales gas retail market adopted by GMC;
- (22) **“Gas Supply Act”** means the *Gas Supply Act (NSW) 1996*;
- (23) **“Gas Works”** has the meaning given to that term in the Gas Supply Act;
- (24) **“GMC”** means the Gas Market Company Limited ACN 095 400 258;
- (25) **“Law”** means any statute, rule, regulation, proclamation, order, ordinance or by-law whether present or future and whether Federal, State, territorial or local (in this subsection referred to as a “Statutory Provision”) and includes:
- (a) any statute, regulation, rule, proclamation, order, ordinance or by-law enacted in replacement of that Statutory Provision; and
 - (b) any such Statutory Provision as amended or re-enacted from time to time;
- (26) **“Meter Test Request”** means the request referred to in section (1) ;
- (27) **“Ministry”** means the Ministry of Energy and Utilities established under section 9 of the

Public Sector Management Order 1999;

- (28) “**Month**” or “**Monthly**” means respectively calendar month or calendar monthly;
- (29) “**Network**” means a distribution pipeline within the meaning of the Third Party Access Code;
- (30) “**Network Inquiry**” means an inquiry referred to in section 5.1;
- (31) “**Network Inquiry Notice**” means a notice referred to in section (1) ;
- (32) “**Network Maintenance**” means the activities referred to in section 13.1;
- (33) “**Network Operator**” means a Person who holds a Reticulator’s Authorisation;
- (34) “**Network Safety Incident**” means an incident referred to in section 6.1;
- (35) “**Non-Safety Network Matter**” means a non-safety matter relating to the operation of the Network, including the Gas Works, and which a Retailer cannot address with a Customer without advice from the Network Operator;
- (36) “**Notice of Dispute**” means a notice referred to in section 20.1;
- (37) “**Person**” includes a natural person, a firm, an unincorporated association or body corporate;
- (38) “**Recommencement Notice**” means a notice referred to in section 21.2;
- (39) “**Regulation**” means the Gas Supply (Natural Gas Retail Competition) Regulation 2001;
- (40) “**Representative**”, of a Network Operator, includes an employee, contractor, agent and any other Person providing services for or on behalf of the Network Operator;
- (41) “**Request for Service**” has the same meaning as it has in an Access Arrangement;
- (42) “**Requirement**” means any statutory requirement, notice, order or direction received from or given by a government agency in carrying out its functions under any Law;
- (43) “**Retailer**” means a Person who holds a Supplier’s Authorisation and supplies gas to Customers within a Network Operator’s Network;
- (44) “**Reticulator’s Authorisation**” means an authorisation to operate a Network for the purpose of conveying natural gas to any Person under the Gas Supply Act;
- (45) “**Small Retail Customer**” has the meaning given to that term in the Gas Supply Act;

- (46) “**Standard Supplier**” has the meaning given to that term in the Gas Supply Act;
- (47) “**Supplier’s Authorisation**” means an authorisation to supply natural gas to a Person by means of a distribution pipeline under the Gas Supply Act;
- (48) “**Third Party Access Code**” means the National Third Party Access Code for Natural Gas Pipeline Systems; and
- (49) “**TJ**” means terajoule.

1.2 Interpretation

In this Network Code, unless the contrary intention appears:

- (1) references to:
 - (a) one gender includes the other gender;
 - (b) the singular include the plural and the plural include the singular;
 - (c) an officer or body of persons include any other officer or body for the time being exercising the powers or performing the functions of that officer or body;
 - (d) this Network Code or any other instrument include any variation or replacement of any of them; and
 - (e) any statute, regulation, rule, proclamation, order, ordinance or by-law include that statute, regulation, rule, proclamation, order, ordinance or by-law as amended or re-enacted from time to time and any statute, regulation, rule, proclamation, order, ordinance or by-law enacted in replacement of it;
- (2) all monetary amounts are in Australian dollars;
- (3) headings are for convenience only and do not affect the interpretation, or form part of, this Network Code;
- (4) “including” and similar expressions are not words of limitation; and
- (5) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that words or expression have a corresponding meaning.

2. PURPOSE AND APPLICATION

2.1 Purposes

The purposes of this Network Code are to set out the minimum standards for those matters that relate to:

- (1) **in the case of Part B:** exchange of information between, and the management and monitoring of inquiries by, a Network Operator and a Retailer;
- (2) **in the case of Part C:** the maintenance and security of meters;
- (3) **in the case of Part D:** maintenance which affects supply to a Customer's premises;
- (4) **in the case Part E:** connection of gas to a Customer's premises;
- (5) **in the case of Part F:** discontinuance and recommencement of the supply of gas to a Customer's premises; and
- (6) **in the case of Part G:** dispute resolution and other general matters.

2.2 Application

- (1) This Network Code applies to each Network Operator and Retailer.
- (2) Where relevant, this Network Code sets different standards for different Network Operators to take into account varying local circumstances.

2.3 Inconsistency With Other Laws and Instruments

- (1) This Network Code applies to the extent that it is consistent with other Laws and Access Arrangements.
- (2) To the extent that this Network Code is inconsistent with any Law or Access Arrangement, the Law or the Access Arrangement will apply to the extent of the inconsistency.

3. COMMENCEMENT AND EXPIRATION

3.1 Commencement

This Network Code is effective from the commencement by GMC of parts B and D of the Gas Retail Market Business Rules.

3.2 Expiration

This Network Code will expire on a date determined by the Ministry provided that the Ministry will give at least one Month's notice of the date of termination of the Code to each Network Operator and Retailer.

4. MINIMUM AND ALTERNATIVE SERVICE STANDARDS

4.1 Minimum Service Standards

A Network Operator must offer terms, and a Retailer must comply with the requirements, set out in this Network Code ("**Default Standards**").

4.2 Network Code Does Not Prevent Parties Agreeing to Alternative Standards

- (1) Nothing in this Network Code is to be taken to prevent a Network Operator and a Retailer agreeing to higher service standards than the Default Standards, subject to compliance with any relevant Laws and Access Arrangements.
- (2) If a Network Operator enters into an agreement with a Retailer to provide services at a higher standard than as prescribed under **section 4.1** it does not affect the Default Standards otherwise required for other Retailers under any provision of this Network Code.

PART B – INFORMATION AND COMMUNICATION

5. NETWORK-RELATED INQUIRIES REPORTING PROCEDURES

5.1 General

A Network Operator and a Retailer must at all times have in place practices and procedures to manage the prompt and efficient handling of inquiries reported by Customers and the general public to a Retailer concerning Non-Safety Network- Matters.

5.2 Process

The practices and procedures referred to in **section 5.1** for the management and monitoring of Network Inquiries by a Network Operator must comply with the following time frames:

- (1) within two Business Days of receipt of a Network Inquiry from a Customer (or the general public) a Retailer must notify the Network Operator of that Network Inquiry;
- (2) within two Business Days of receipt of a Network Inquiry Notice, the Network Operator must acknowledge receipt of the Network Inquiry Notice and give an inquiry number to the Retailer;
- (3) within 10 Business Days of receipt of the Network Inquiry Notice or within another time frame agreed between the Network Operator and the Retailer:
 - (a) the Network Operator must use its best endeavours to attend to and finalise the Network Inquiry in a reasonable manner; and
 - (b) if the Network Operator cannot attend to and finalise the Network Inquiry in a reasonable manner within that time frame, the Network Operator must advise the Retailer of the work to be undertaken and the period of time required to attend to the Network Inquiry; and
- (4) the Network Operator must notify the Retailer within one Business Day of attending to and finalising the Network Inquiry.

5.3 Network Operator To Report Back If Required

If required by a Retailer, a Network Operator must ensure that it can report back to and update the Retailer in a reasonable and timely manner determined by the Network Operator on the status of Network Inquiries referred to that Network Operator under **section 5.2**.

5.4 Network Operator To Notify Retailer of inability to access Customer's premises

- (1) A Network Operator must notify a Retailer :
 - (a) if a Customer of the Retailer has refused or failed to give the Network Operator or its Representative access to the Customer's premises;
 - (b) if a Customer of the Retailer has obstructed the Network Operator or its Representative in relation to any act, matter, thing done or to be done in carrying out any function under the Gas Supply Act or under a Customer Supply Contract; or
 - (c) if the Network Operator is otherwise unable to access the Customer's premises.
- (2) A Network Operator must notify a Retailer of an incident referred to in **section 5.4(1)** no later than 2 Business Days after the date the incident occurred.

6. NETWORK SAFETY INCIDENT REPORTING PROCEDURES

6.1 General

A Network Operator and a Retailer must at all times have in place practices and procedures to manage the prompt and efficient handling of emergency incidents, outages, faults and difficulties in Gas Works, unplanned interruptions of supply and other safety situations reported by Customers and the general public to the Retailer or reported directly to the Network Operator.

6.2 Network Operator to provide Emergency Telephone Number

A Network Operator must make available to the Customers of each Retailer a telephone service 24 hours a day, 7 days a week that:

- (1) can operate on a number to which a Customer can be connected for the price of a local telephone call (whether the Customer calls that number directly or is transferred to that number by a Retailer);
- (2) can receive notice of, and give information to, Customers regarding Network Safety Incidents.

An automated answering service satisfied this requirement only if it makes provision for the transfer of calls to a human operator.

6.3 Retailer Must Include Emergency Line Number

A Retailer must include the relevant Network Operator's Emergency Telephone Number on its Customers' bills in the following manner:

"Natural Gas Emergency – [insert telephone number of Network Operator]".

6.4 Network Operator Response to Network-Related Safety Incident Calls

A Network Operator must answer Network Safety Incident calls made directly to the Network Operator or transferred to a Network Operator by a Retailer with words to the following effect:

"Natural Gas Emergencies".

6.5 Network Operator To Respond and Transfer In Neutral and Non-Discriminatory Manner

- (1) A Network Operator must answer telephone calls made to its Emergency Telephone Number relating to Network Safety Incidents in a neutral and non-discriminatory manner as between Retailers.
- (2) If a Network Operator receives a telephone call from a Customer or a Person that does not concern a Non-Safety Network Matter or a Network Safety Incident, the Network Operator must direct the call:

- (a) if a Customer has made the telephone call and the Customer is aware of the identity of the Customer's Retailer: to the Customer's Retailer; and
 - (b) *in any other case*: advise the Customer or Person of methods for determining the identity of the current Retailer (for example referring them to recent bills),
- in a neutral and non-discriminatory manner as between Retailers.

6.6 Network Operator to Report Back to Retailer if Required

If required by a Retailer, a Network Operator must ensure that it can report to and update that Retailer in a reasonable and timely manner determined by the Network Operator on the status of Network Safety Incidents.

6.7 Retailer Must Have 24 Hour Transfer Capability

A Retailer must have a 24 hour capability to enable Network Safety Incident calls received by a Retailer to be transferred to the Network Operator's Emergency Telephone Number immediately.

6.8 Retailer to Participate in Planning and Evaluation Processes

- (1) A Retailer must participate in relevant training, emergency exercises, planning and post-emergency evaluation processes that are initiated by a Network Operator.
- (2) A Network Operator must give a Retailer reasonable notice of the planning and evaluation processes referred to in **section (1)** in which it is required to participate.

6.9 Site Contact Details

A Retailer must provide site contact details (including contact person and telephone number) to a Network Operator to assist the Network Operator to carry out its obligations under the Law to manage a safe and reliable Network.

7. INQUIRIES REGARDING CONSUMPTION DATA

7.1 Data Consent Form

- (1) Prior to notifying a Network Operator under **section 7.2**, a Retailer must obtain from the Customer a signed consent form permitting that Retailer to obtain access to the Customer's Consumption Data.
- (2) The Retailer must ensure that the Data Consent Form includes, as a minimum, the details set out in **Annexure A**. For the avoidance of doubt a Data Consent Form may include details in addition to those set out in **Annexure A**.

7.2 Retailer May Request Information From Network Operator

- (1) A Retailer may, by notice to a Network Operator, request the Network Operator to provide a Customer's Consumption Data to the Retailer. If the Customer consumes greater than 10 TJ of gas per year, the notice must include a copy of the Data Consent Form completed and signed by the Customer.
- (2) Following receipt of a request from a Network Operator, a Retailer must:
 - (a) obtain an audit of Data Consent Forms held by that Retailer in respect of Customers who consume 10 TJ or less per year; and
 - (b) make that audit available to the Network Operator by no later than [1] Month from receipt by the Retailer of the Network Operator's request.

7.3 Network Operator To Provide Consumption Data

- (1) To the extent permitted by Law, within:
 - (a) two Business Days for Consumption Data 12 months old or less; and
 - (b) ten Business Days for Consumption Data more than 12 months old,of receipt of a notice under **section 7.2**, a Network Operator must use its best endeavors to provide the Consumption Data to the Retailer in an appropriate format determined by the Network Operator after reasonable consultation with Retailers.

8. BILLING INFORMATION FOR CUSTOMERS

8.1 Billing information to be provided in respect of Small Retail Customers

- (1) Unless otherwise agreed between a Network Operator and a Retailer, a Network Operator must provide to a Retailer in respect of each of the Retailer's Small Retail Customers the following billing information:
 - (a) charges for transportation services provided by the Network Operator;
 - (b) charges for services other than transportation services provided or arranged by the Network Operator;
 - (c) while the Network Operator provides meter reading services to the Retailer, particulars of the meter readings for the billing period; and
 - (d) the estimated or measured quantity of gas supplied for the billing period.
- (2) Unless otherwise agreed with a Retailer, the Network Operator must provide to the Retailer the billing information referred to in **section 8.1(1)** no less than once every 3 Months.

8.2 Network Operator to assist with billing inquiries

- (1) A Retailer may, by notice to a Network Operator, request the Network Operator to provide assistance or further information regarding the billing information referred to in section 8.1(1) of a Small Retail Customer of the Retailer where the Retailer does not hold the information necessary to address the Small Retail Customer's inquiry.

- (2) Within 2 Business Days from receipt of a Billing Inquiry Notice the Network Operator must:
 - (a) provide to the Retailer the information or assistance set out in the Billing Inquiry Notice; or
 - (b) if the Network Operator cannot provide the assistance or information set out in the Billing Inquiry Notice, inform the Retailer of the reasons why it cannot provide the assistance or information.

PART C – METERING

9. SECURITY OF BASIC METERING EQUIPMENT

9.1 Retailer Must Not Interfere With **Basic Metering Equipment**

- (1) If a Retailer interferes with Basic Metering Equipment without the approval of a Network Operator, that Retailer must pay to the Network Operator the reasonable Costs of investigation, adjustment, repair, replacement and testing of the Basic Metering Equipment.
- (2) **Section 9.1(1)** applies until the Network Operator ceases to provide meter reading services as a reference service under an Access Arrangement.

9.2 Security of **Basic Metering Equipment**

- (1) A Network Operator must provide a Retailer with minimum reasonable requirements to be used to protect Basic Metering Equipment from unauthorised interference or damage.
- (2) If a Network Operator finds evidence that the accuracy of Basic Metering Equipment has been affected by any tampering, other than by meter reversal or bypass, then the Network Operator must test, or cause the testing of, the Basic Metering Equipment to ensure that the Basic Metering Equipment operates within the limits established in the Gas Meters Regulation.
- (3) **Sections 9.2(1)** and **9.2(2)** apply until the Network Operator ceases to provide meter reading services as a reference service under an Access Arrangement.

9.3 Access to Meters

When reasonably requested by a Network Operator, a Retailer must use its best endeavours to assist the Network Operator to gain access to Basic Metering Equipment at the premises of a Retailer's Customer.

9.4 Information to be provided by the Network Operator

The Network Operator must ensure that it provides to a Retailer the following current information:

- (1) any installation or service requirements with which a Customer must comply; and
- (2) particulars of the proper care and custody to be exercised by the Customer,

in respect of Basic Metering Equipment or other equipment installed by the Network Operator at the premises of the Retailer's Customers.

10. ACCURACY OF METERS

10.1 Retailer May Request Evidence of Accuracy of Meters

When reasonably requested by a Retailer, a Network Operator must provide evidence that, with respect to Basic Metering Equipment, the Network Operator is complying with its requirements under the Gas Meters Regulation.

11. METER TESTING PROCEDURES

11.1 Request for Test of Basic Metering Equipment

- (1) A Retailer may, by notice to a Network Operator, request the Network Operator to test Basic Metering Equipment.
- (2) In a Meter Test Request a Retailer must include:
 - (a) sufficient information to enable a Network Operator to identify the particular Basic Metering Equipment; and
 - (b) the prescribed fee for testing Basic Metering Equipment set out in the Gas Meters Regulation plus any additional Costs reasonably determined and advised by the Network Operator to undertake a test of the Basic Metering Equipment and required to be paid under the Gas Meters Regulation.

11.2 Network Operator to Replace Meter

As soon as possible upon receipt of a Meter Test Request, a Network Operator must:

- (1) remove the Basic Metering Equipment which is the subject of the Meter Test Request from, and install replacement Basic Metering Equipment at, the Delivery

Point; and

- (2) arrange for the Basic Metering Equipment which is the subject of the Meter Test Request to be tested in accordance with the Gas Meters Regulation.

11.3 Network Operator to Report Results of Test

- (1) Within 5 Business Days of receiving the results of the meter test referred to in **section (2)** , a Network Operator must inform the Retailer of the result of that test.
- (2) If the result of the meter test referred to in **section (2)** was that the Basic Metering Equipment did not comply with the requirements of the Gas Meters Regulation a Network Operator must:
 - (a) refund the amount referred to in **section 11.1(2)(b)** within a reasonable period; and
 - (b) with the Retailer, prepare an estimate for the gas consumed at the relevant Delivery Point in accordance with the Gas Retail Market Business Rules.

12. CORRECTION OF BILLING INFORMATION FOR SMALL RETAIL CUSTOMERS

12.1 Trace Back up to 12 Months If Network Operator Has Over Charged

If, due to a Data Error, a Network Operator has billed a Retailer for gas transportation charges in respect of a Delivery Point at the premises of a Small Retail Customer of the Retailer in excess of what should have been billed, a Network Operator must identify what should have been the correct charges back to the estimated date of the Data Error and refund the Retailer with the difference between what was billed and what should have been billed as correct transportation charges and, if the Data Error was caused by the Network Operator, interest on that difference at the rate prescribed under section 95(1) of the Supreme Court Act 1970 (NSW).

12.2 Trace Back up to 12 Months If Network Operator Has Under-Charged

If, due to a Data Error a Network Operator has billed a Retailer for gas transportation charges in respect of a Delivery Point at the premises of a Small Retail Customer of the Retailer less than what should have been billed, a Network Operator:

- (1) may, if the Data Error occurred less than 12 months before the date on which the Retailer notified the Small Retail Customer of the Data Error, identify what should

have been the correct charges back to the estimated date of the Data Error and invoice the Retailer for the difference between what was billed and what should have been billed as correct gas transportation charges; and

- (2) may not, if the Data Error occurred more than 12 months before the date on which the Retailer notified the Small Retail Customer of the Data Error, take any further action to recover what should have been billed as correct gas transportation charges.

PART D – NETWORK RELATED WORKS

13. NETWORK WORKS

13.1 Network Operator to Give Notice

Except as provided by Law, a Network Operator must use its best endeavours to give a Retailer and affected Customers at least 5 Business Days notice prior to carrying out any planned maintenance, inspections, repairs or testing which will interrupt or substantially affect supply to a Customer's Delivery Point.

13.2 Content of Notice

The notice referred to in **section 13.1** required to be given by a Network Operator to a Retailer and Customers prior to carrying out any Network Maintenance may be in the form reasonably determined by the Network Operator and must include the following details:

- (1) general description of planned activity;
- (2) expected commencement time and completion time;
- (3) contact details for enquiries related to the activity; and
- (4) any actions that are required of Customers; and
- (5) in the notice to the Retailer only, the Delivery Points for which the Retailer is responsible that will be affected by the Network Maintenance.

13.3 Variations

To the extent practicable a Network Operator must keep the relevant Retailer informed as to variations in the notice given by a Network Operator to a Retailer under **section 13.1**.

13.4 Network Operator Seeking Access

A Network Operator's Representative seeking access to a Customer's premises must:

- (1) wear in a visible manner official identification of the Network Operator or such other identification as is approved by the Network Operator indicating the relationship between the Network Operator and its Representative; or
- (2) carry the identification referred to in **section 13.4(1)** and show it to the Customer present at the Customer's premises.

14. UNPLANNED INTERRUPTIONS

14.1 Network Operator to Provide Number

In the case of an unplanned interruption of gas supply to a Delivery Point of a Customer, a Network Operator must provide a 24 hour telephone number to enable a Retailer to ascertain details including the expected response time and duration of the interruption.

15. RIGHT TO INFORMATION BY A RETAILER

15.1 Network Operator to Provide Explanation

A Network Operator must, at the request of a Retailer, provide an explanation for any unplanned maintenance and/or interruption to supply to a Customer's Delivery Point and, if a Retailer requests that the explanation be in writing, it must be given in writing within 10 Business Days of the request.

PART E – NEW CONNECTIONS

16. NEW GAS CONNECTIONS

16.1 Network Operator To Use Best Endeavours

Subject to:

- (1) the Access Arrangement and any applicable Law;
- (2) adequate capacity being available at the required volume and pressure at the boundary immediately adjacent to the required supply position;
- (3) the Gas Installation complying with the Law; and
- (4) any agreement between the Network Operator and the Retailer otherwise, a Network Operator must use its best endeavours to make a new transportation service available at a Delivery Point within 20 Business Days from the date of an Approved Request For Service and, where possible, within 20 Business Days of the acceptance of an offer for a Completed Request For Service made by a Retailer to a Network Operator to connect a Person to that Network Operator's Network.

16.2 Retailer to Comply With Requirements

- (1) The obligation of a Network Operator to connect the supply address under **section 16.1** is subject to a Retailer complying with the following requirements:
 - (a) if required by the Network Operator, ensuring that the notices of installation or completion of Gas Installation work are provided to the Network Operator;
 - (b) if required by the Network Operator, satisfying the Network Operator that necessary safe, convenient and unhindered access to the supply address and Delivery Point is available; and
 - (c) providing contact details of the Customer requested by the Network Operator including the address of the Customer's premises.

PART F : DISCONTINUANCE AND RECOMMENCEMENT OF SUPPLY

17. DISCONTINUANCE OF SUPPLY BY NETWORK OPERATOR

17.1 Subject to Access Arrangement

Without limiting section (2) , this **section 17** is subject to any relevant provisions of the Access Arrangement and any relevant agreements made under the Access Arrangement.

17.2 Retailer May Request Network Operator to Discontinue Supply

- (1) A Retailer may, by notice to a Network Operator, request the Network Operator to discontinue the supply of gas to a Delivery Point .
- (2) A Discontinuance Notice must specify:
 - (a) whether the request is at the instigation of the Retailer of the Customer at the Delivery Point;
 - (b) if it is at the request of the Customer, whether the Customer is a Small Retail Customer; and
 - (c) the reason why discontinuance of supply is required.

17.3 Network Operators Must Discontinue Supply

Within:

- (1) 3 Business Days of receipt by the Network Operator of a Discontinuance Notice specifying that a Small Retail Customer of a Retailer has requested the discontinuance of supply; and
- (2) 5 Business Days of receipt by the Network Operator of a Discontinuance Notice in any other case,

a Network Operator must disconnect supply to Basic Metering Equipment at the Delivery Point specified in the Discontinuance Notice unless:

- (1) the Network Operator has been advised under the Gas Retail Market Business Rules that another Retailer intends to supply gas to the Delivery Point; or

- (2) in the reasonable opinion of that Network Operator it is unsafe or impractical to discontinue supply to the Basic Metering Equipment at the Delivery Point.

17.4 Restrictions on discontinuance of supply

Except in the case of planned maintenance, unauthorised utilisation or for health and safety reasons or if **section 17.3(1)** applies, a Network Operator:

- (1) may discontinue supply to the Basic Metering Equipment at a Delivery Point following receipt of a Discontinuance Notice only on a Business Day and before 3pm; and
- (2) must not discontinue supply to the Basic Metering Equipment at a Delivery Point on a Business Day that falls before a day that is not a Business Day,

but may otherwise discontinue supply to the Basic Metering Equipment at any time within the time frames referred to in **section 17.3** without any further notification to the Retailer or the affected Customer.

18. RECOMMENCEMENT OF SUPPLY TO EXISTING CONNECTIONS

18.1 Subject to Access Arrangement

Without limiting **section (2)**, this **18.1** is subject to any relevant provisions of the Access Arrangement and any relevant agreements made under the Access Arrangement.

18.2 Retailer May Request Network Operator to recommence supply

A Retailer may, by notice to a Network Operator, request a Network Operator to recommence supply to existing Basic Metering Equipment at a Delivery Point.

18.3 Network Operator Must Reconnect

Subject to:

- (1) planned maintenance, unauthorised utilisation or for safety reasons,
- (2) the Gas Installation at the Delivery Point complying with applicable Laws; and
- (3) the Basic Metering Equipment at the Delivery Point complying with applicable Laws,

a Network Operator must reconnect supply to the Basic Metering Equipment at the Delivery Point within 5 Business Days of receipt of a Recommencement Notice or another timeframe agreed between the Network Operator and the Retailer.

19. DISCONTINUANCE AND RECOMMENCEMENT OF SUPPLY BY RETAILER

19.1 Retailer May Discontinue Supply

A Retailer may discontinue supply to Basic Metering Equipment at a Delivery Point of a Customer by either of the following methods:

- (1) shutting and sealing a meter control valve; or
- (2) wadding or plugging an outlet of the Basic Metering Equipment.

19.2 Only Certified Personnel May Discontinue or Recommence Supply

A Retailer must not discontinue or recommence supply to Basic Metering Equipment at a Delivery Point unless the Retailer:

- (1) is certified in accordance with relevant Laws by the Network Operator to perform the discontinuance and recommencement of supply to Basic Metering Equipment at a Delivery Point; and
- (2) complies with the Network Operator's technical and safety specifications for the discontinuance and recommencement of supply to Basic Metering Equipment at a Delivery Point.

19.3 Retailer May Reconnect Supply

- (1) A Retailer may recommence supply to Basic Metering Equipment at a Delivery Point to which that Retailer has previously discontinued supply or may request discontinuance of supply by the Network Operator.
- (2) A Retailer must not request a Network Operator to recommence supply to Basic Metering Equipment at a Delivery Point under **section 18.2** if the Retailer had previously discontinued supply to that Delivery Point.

19.4 Retailer Must Inform Network Operator of discontinuance / recommencement of supply

Not less than 24 hours prior to discontinuing or recommencing supply to Basic Metering Equipment, a Retailer must notify the Network Operator that it intends to carry out the discontinuance or recommencement of supply, as the case may be in a format reasonably determined by the Network Operator.

PART G – GENERAL

20. DISPUTE RESOLUTION

20.1 Notice of Dispute

If a dispute arises in connection with this Network Code or its subject matter then either party involved in the dispute may give to the other parties involved in the dispute (in this section 20 the “**disputing parties**”) a written notice of dispute that particularises the relevant dispute.

20.2 Further Steps Required Before Proceedings

If a dispute that is the subject of a Notice of Dispute is not resolved within 14 days of the giving of the relevant Notice of Dispute, the dispute must, as a condition precedent to the commencement of litigation, be the subject of mediation by:

- (1) a mediator agreed between the disputing parties; or
- (2) if the disputing parties cannot agree within 14 days, a mediator appointed by the Institute of Engineers, Australia.

20.3 Disputes for Expert Determination

If a mediation under **section 20.2** does not result in settlement of the relevant dispute within 30 days and is terminated, a disputing party may elect to refer the matter to expert determination in accordance with **section 20.4**.

20.4 Choice of Expert

- (1) A dispute to be referred to an independent expert under **section 20.3** must be determined by an independent expert in the relevant field:
 - (a) agreed between and appointed jointly by the disputing parties; or
 - (b) in the absence of agreement within seven days of the referral by a disputing party to expert determination under **section 20.3**, appointed by the Institution of Engineers, Australia.

- (2) The expert appointed to determine a dispute:
 - (a) must have a demonstrated, technical understanding of the issues in dispute;
 - (b) must inform the disputing parties before being appointed the extent of the expert's understanding of each disputing party's business or operations and, if that information indicates a possible bias, then that expert must not be appointed except with the written approval of the disputing parties.
- (3) The disputing parties must enter into an agreement with the expert appointed under this **section 20.4** setting out the terms of the expert's engagement and the fees payable to the expert.

20.5 Directions to Expert

- (1) In reaching a determination with respect to a dispute, the independent expert must give effect to the purposes of this Network Code.
- (2) The expert must:
 - (a) act as an expert and not as an arbitrator;
 - (b) proceed in any manner as the expert thinks fit without being bound to observe the rules of evidence provided that the expert must observe the rules of natural justice;
 - (c) take into consideration any relevant final determinations included in the Network Code Interpretation Register;
 - (d) take into consideration all documents, information and other material that the disputing parties give to the expert which the expert in his or her absolute discretion considers relevant to the determination of the dispute;
 - (e) not be expected or required to obtain or refer to any other documents, information or material (but may do so if the expert so wishes);
 - (f) issue a draft certificate stating the expert's intended determination giving each disputing party reasonable time to make further submissions;
 - (g) issue a final certificate stating the expert's determination; and
 - (h) act with expedition with a view to issuing the final certificate as soon as

practicable.

- (3) The disputing parties must comply with all reasonable directions given by the expert with respect to the resolution of the dispute and must within the reasonable time specified by the expert, give the expert:
 - (a) a statement of facts and; if each desires, a submission with respect to the dispute;
 - (b) a description of the dispute; and
 - (c) any other documents, records or information that the expert reasonably requests.

20.6 Expert Must Convene Meetings

- (1) The expert will hold a meeting with the disputing parties present to discuss the dispute.
- (2) The meeting must be conducted in a manner that the expert considers appropriate.
- (3) The meeting may be adjourned to and resumed at, a later time in the expert's discretion.
- (4) The disputing parties agree that a meeting under **subsection (1)** is not a hearing and is not an arbitration.

20.7 Confidentiality of Information

- (1) The disputing parties must procure that a mediator or expert agrees as a condition of his or her appointment:

- (a) subject to **subsection (b)**, to keep confidential all documents, information and other material, disclosed to him or her during or with respect to the expert determination or mediation;
 - (b) not to disclose any confidential documents, information and other material except:
 - (ii) to a disputing party or adviser who has signed a confidentiality undertaking; or
 - (iii) if required by Law to do so; and
 - (c) not to use confidential documents, information or other material disclosed to him or her during or with respect to the expert determination or mediation for a purpose other than the expert determination or mediation.
- (2) The disputing parties must keep confidential and must not disclose or rely upon or make the subject of a subpoena to give evidence or produce documents in any arbitral, judicial or other proceedings:
- (a) views expressed or proposals or suggestions made by a disputing party or the expert during the expert determination or mediation relating to a possible settlement of the dispute;
 - (b) admissions or concessions made by a disputing party during the expert determination or mediation with respect to the dispute; and
 - (c) information, documents or other material concerning the dispute that are disclosed by a disputing party during the expert determination or mediation unless such information, documents or facts are otherwise discoverable in judicial or arbitral proceedings.

20.8 Final Determination of Expert

- (1) The disputing parties agree that the final determination by an expert will be final and binding upon them.
- (2) An expert or mediator will not be liable with respect to the expert determination or mediation, except in the case of fraud or misfeasance by the expert or mediator.
- (3) The disputing parties agree to release and indemnify an expert from and against all

Claims, except in the case of fraud or misfeasance by the expert, which may be made against the expert by any Person with respect to the expert's appointment to determine the dispute.

20.9 Costs

The disputing parties must share equally:

- (1) the mediator's reasonable costs in undertaking the mediation referred to in **section 20.2**; and
- (2) the expert's costs in making the determination.

For the avoidance of doubt, each disputing party is responsible for its own Costs in respect of a dispute.

20.10 Parties Must Continue to Comply with Code

Despite the existence of a dispute, the disputing parties must continue to perform their obligations under this Network Code.

21. NOTICES

21.1 Requirements of Effective Notice

A notice or other communication connected with this Network Code ("**Notice**") has no legal effect unless it is in writing and:

- (1) delivered by hand at the address for service of the addressee;
- (2) if the address is in Australia and the Notice is being sent from within Australia, sent by security post, certified mail or postage pre-paid, to the address for service of the addressee;
- (3) if the address is outside Australia or if the Notice is being sent from outside Australia, sent by prepaid airmail to the address for service of the addressee;
- (4) sent by facsimile to the facsimile number of the addressee; or
- (5) if the addressee has notified an address, sent by electronic mail transmission or any other method of electronic communication to the electronic address of the addressee.

21.2 Deemed Delivery

Where the Notice is delivered or sent in a manner provided by **section 21.1** it is deemed given to and received by the party to which it is addressed:

- (1) if delivered, upon delivery;
- (2) if mailed from within Australia to an address in Australia, on the day after actual delivery to that address;
- (3) if mailed to an address outside Australia, or mailed from outside Australia, on the fifth Business Day (at the address to which it is mailed) after mailing;
- (4) if sent by facsimile before 4 p.m. on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt; or
- (5) if sent by electronic mail transmission or any other method of electronic communication sent before 4 p.m. on a Business Day, on the day it is sent and otherwise on the next Business Day after the date of sending.

21.3 Provisions with respect to Facsimiles

Despite **section (4)** :

- (1) a facsimile is not deemed given and received unless at the conclusion of the transmission the sender's facsimile machine issues a transmission report which indicates that the relevant number of pages comprised in the Notice have been sent; and

- (2) a facsimile is not deemed given and received if it is not received in full and in legible form and the addressee notifies the sender of that fact within three hours after conclusion of the transmission or by 12 noon on the Business Day on which it would otherwise be deemed given and received, whichever is the later.

21.4 Provisions with respect to Electronic Mail

Despite **section (5)** an electronic mail transmission or any other method of electronic communication is not deemed given and received unless:

- (1) the sender's electronic service gives a notification which indicates that the Notice has been sent to the addressee; or
- (2) the addressee gives a return acknowledgment in electronic form of receipt of the Notice within three hours after sending the transmission or by 12 noon on the Business Day on which it would otherwise be deemed given and received, whichever is the later.

22. VARIATION OF NETWORK CODE

This Network Code may be amended or varied in a consultative and transparent manner determined by the Ministry.

ANNEXURE A: DATA CONSENT FORM

Customer Consent

I authorise:

(strike out whatever is inapplicable)

- (1) *[insert name of Network Operator]* to release data concerning the historical consumption of natural gas by *[insert Customer name]* from *[insert date]* to *[insert date]*.

Signed by Customer:

Contact Name:

Title:

Date:

The following details must be provided:
(1) Customer Name:
(2) ACN (if company):
(3) Address:
(4) Telephone Number:
(5) Fax:
(6) Email:
(7) Customer Account Number:
(8) Current Retailer:
(9) Delivery Point Identifier:
(10) Meter Number:

Authorised Representative

The above authorisation is endorsed by the customer's Authorised Representative:

Signed:For & on behalf of: **[Authorised Representative]**

Name (please print):Title:.....

Date:/...../.....Telephone: Fax:.....