



SIMPLY ENERGY

WA Gas Trading Licence Audit 2022

Reasonable Assurance Engagement Report

June 2022

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1. EXECUTIVE SUMMARY

1.1 Background

Simply Energy is a leading integrated energy company in Australia and is an active participant in the gas and electricity wholesale and retail markets. Simply Energy provides natural gas, electricity and related products and services to over half a million accounts across Queensland, New South Wales, Victoria, South Australia and Western Australia (“WA”).

In the WA Gas Retail Market, participants enter into agreements with gas suppliers and pipeline operators to purchase and transport gas, which they then on-sell and supply to end-users. The purpose of the Gas Retail Market is to give all gas customers the ability to buy natural gas from the User (i.e. Retailer) of their choice. In exercising this choice, customers need to be able to transfer from one User to another.

The Retail Gas Market is administered by the Australian Energy Market Operator (“AEMO”) and the Economic Regulation Authority (“ERA”) is responsible for approving amendments to the Gas Retail Market Scheme, including the Market Rules

Simply Energy is regulated by the ERA, who granted them with a Gas Trading Licence (“GTL”) on 6 February 2018, after which Simply Energy commenced trading in the WA natural gas market on 6 June 2018 (licence granted for a ten year period with an expiry date 5 June 2028). The licence versions held by Simply Energy are detailed below:

- GTL 16 Version 1 (applicable from 6 February 2018 to 31 December 2019);
- GTL 16 Version 2 (applicable from 1 January 2020 to 24 November 2021); and
- GTL 16 Version 3 (applicable from 25 November to present).

A condition of Simply Energy’s GTL is the requirement to engage an independent expert, acceptable to the ERA, to undertake a Performance Audit every two years. For this audit, the ERA requires the auditor to undertake a **reasonable assurance** engagement in accordance with *Standard on Assurance Engagements ASAE3100 – Compliance Engagements* (the “**Performance Audit**”).

RSM Australia Pty Ltd (“RSM”) has been engaged by Simply Energy to undertake the Performance Audit that is aligned with the requirements of *ASAE3100 - Compliance Engagements* and consistent with the ERA 2019 Audit and Review Guidelines - Electricity and Gas Licences (“**ERA Guidelines**”).

The objective of conducting the Performance Audit is to assess the effectiveness of Simply Energy’s systems, processes, governance, structures, reporting regimes and regulatory culture to enable compliance with obligations, standards, outputs and outcomes stipulated in the GTL.

This Audit Report details the results of, and procedures conducted in our audit approach to assess the requirements of the Licence and understanding of systems and processes implemented by Simply Energy to facilitate compliance with the Licence.

1.2 Objective and Scope

The Performance Audit is defined as an examination of measures taken by Simply Energy to meet the performance criteria specified in the GTL. As required by the ERA Guidelines, the scope of the Performance Audit considered:

- Process compliance – the effectiveness of systems and procedures in place throughout the audit period, including the adequacy of internal controls.
- Outcome compliance – the actual performance against standards prescribed in the licence throughout the audit period.
- Output compliance – the existence of the output from systems and procedures throughout the audit period (specifically, proper records which provide assurance that procedures are consistently followed, and controls are maintained).

1. EXECUTIVE SUMMARY (CONT.)

1.2 Objective and Scope (Cont.)

- Integrity of reporting – the completeness and accuracy of the compliance and performance reports provided to the ERA; and
- Compliance with any individual licence conditions – the actual performance against the requirements imposed on Simply Energy by the ERA or specific matters raised by the ERA.

1.3 Simply Energy's Responsibility

Simply Energy is responsible for:

- Implementing policies, procedure and controls, which are designed to ensure compliance with the conditions of the GTL;
- Ensuring monitoring processes are in place to assess its compliance requirements and reporting on its level of compliance to ERA; and
- Implementing corrective actions for instances of non-compliance.

Assumptions made in considering the scope of our work included:

- The information received from Simply Energy is assumed by RSM to be complete, accurate and valid; and
- Information relevant to the audit of compliance with the GTL is communicated to RSM in a timely manner.

1.4 RSM Responsibility

Our audit has been conducted as described in the ERA Approved Audit Plan. Our responsibility is to express a conclusion on Simply Energy's compliance, in all material aspects, with the conditions of the GTL for the period from 1 March 2020 to 28 February 2022.

Our assurance engagement has been conducted in accordance with the Audit Guidelines and the Australian Standard on *Assurance Engagement ASAE3100 – Compliance Engagements*. Our assurance procedures include such tests and procedures as we consider necessary to obtain sufficient and appropriate evidence over Simply Energy's compliance activities and controls implemented to meet the conditions within the GTL. These procedures have been undertaken to form a reasonable assurance conclusion as to whether, in all material aspects, the licence obligations are complied with and control procedures were adequately designed and operated effectively based on the specified criteria.

ASAE3100 also requires us to comply with the relevant ethical requirements of the Australian Professional Accounting Bodies.

1.5 General Observations

In considering Simply Energy's internal control procedures, structure and environment, its compliance culture and its information systems specifically relevant to those licence obligations subject to audit, we observed that Simply Energy has:

- Maintained and established its control framework through tailored policies and procedures including work instructions which are explicitly aligned to ensure Simply Energy and staff meet their Licence obligations;
- Maintained a detailed register of complaints through the Salesforce system, including details of required follow up actions and escalation and reference to the ombudsman;
- Maintained a dedicated email inbox specific to the obligations of Simply Energy's compliance reporting. In addition a register of compliance obligations is maintained, including details of any compliance breaches; and
- Provided a mix of general and targeted compliance-based training to staff with customer facing responsibilities through training modules, scripts and work instructions.

1. EXECUTIVE SUMMARY (CONT.)

1.6 Basis for Conclusion

We have completed our Performance Audit as required by the ERA Guidelines and present a summary of our findings below.

In conducting the audit, we identified **two obligations** for which we assessed Simply Energy as non-compliant, rated level **A 2**, and **one obligation** for which we assessed as non-compliant with control deficiencies, rated level **B 2**. Additionally, we have also identified **two obligations** with a control deficiency only, rated level **B 1**. The issues are summarised in **Section 1.7** below and discussed in further detail in **Section 4** of this report.

The findings below are not considered to be material; therefore, we have provided an unqualified reasonable assurance opinion in the attached **Independent Assurance Report** on page 21.

Section 3.2 contains a summary of Simply Energy's GTL obligations and our conclusions regarding the control and compliance ratings for each obligation, based on our assessment of Simply Energy's controls.

1.7 Findings

Section 2.5 contains detail of recommendation on the actions Simply Energy should take in consideration in line with section 5.1.8 of the Guidelines.

The table below summarises our findings in relation to the Licence compliance obligations during the period 1 March 2020 to 28 February 2022, identifying where Simply Energy had instances of non-compliance with the Licence conditions and where control deficiencies were identified.

Summary of Issues		
Obligation No.	Licence Obligation	Issue
71	Energy Coordination (Customer Contracts) Reg 19 A non-standard contract must require a Licensee to make the following information available to the customer if the customer request it - (a) a copy of their customer service charter; (b) copies of regulations or any relevant code; (c) information about fees and charges payable under the contract; (d) with information on energy efficiency; (e) billing data; and (f) with information on Government Assistance Programs and Financial Counselling Services if requested by the customer.	Non-Compliance and Control Deficiency – B 2 Simply Energy addresses the matter outlined in this obligation within its Contract Terms & Conditions: 'Section 11.6 Further information' We were able to confirm that Simply Energy addresses majority of the requirements of this obligation within their Non-Standard Form Contract, however, we could not identify any reference regarding making available 'a copy of the customer service charter' if the customer request it.
116	Trading Licence clause 19.1 A retailer must ensure that its gas marketing agents comply with Part 2 of the Code of Conduct.	Non-Compliance – A 2 We reviewed a sample of 23 of Simply Energy's online and telesales. In 1 of the 23 instances, we noted that Simply Energy did not provide the customer with their Welcome Pack within the timeframes specified in Part 2 of the Code of Conduct. Management advised that this is due to a system error. We acknowledge that Simply Energy have subsequently implemented controls to identify unsent Welcome Packs.
119A	Trading Licence clause 19 When a customer enters into a non-standard contract that is not an unsolicited consumer agreement, a retailer or gas marketing agent must give, or make available to the customer at no charge, a copy of the nonstandard contract at the times specified in clause 2.3(1)(b)(i) and (ii)	

1. EXECUTIVE SUMMARY (CONT.)

1.7 Findings (Cont.)

Summary of Issues		
Obligation No.	Licence Obligation	Issue
252	<p>Compendium clause 12.1(2)</p> <p>The complaints handling process under clause 12.1(1) must comply with AS/NZS 10002:2014 and address, at the least, the criteria specified in subclauses 12.1(2)(b)-(c).</p> <p>The complaints handling process must be available at no cost to customers.</p>	<p>Control Deficiency – B 1</p> <p>We reviewed Simply Energy's Standard Complaints and Dispute Resolution Policy and noted that has not been updated in line with AS ISO 10002-2014, instead still utilises the AS ISO 10002-2006 Customer Satisfaction - Guidelines for Complaints Handling in Organisations standard.</p> <p>We acknowledge that Simply Energy's Standard and Non-Standard Form Contracts include references in their complaints procedures section to the AS ISO 10002-2014 standard and this document has been approved by the ERA.</p>

This is discussed in further detail in **Section 4** of this report.

2. AUDIT OBJECTIVE, SCOPE AND APPROACH

2.1 Objective

RSM was appointed by Simply Energy, and approved by the ERA, to fulfil the role of the Approved Independent Auditor, to provide a reasonable assurance audit of compliance with Simply Energy's Gas Trading Licence ("GTL").

2.2 Scope of Our Work

The ERA provides guidance on aspects of the Licence and Simply Energy's performance criteria, which is included in the scope of the Performance Audit in the ERA Gas Compliance Reporting Manual (June 2020) ("**ERA Reporting Manual**").

The Performance Audit applies the singular audit priority assessment approach to identify all applicable licence obligations. Each of the compliance requirements identified in the ERA Reporting Manual have been evaluated for applicability to Simply Energy and used as the basis for determining the performance criteria considered in the Performance Audit. The scope of the reasonable assurance engagement is defined by the requirements of the ERA Reporting Manual. It excludes assessments of systems and procedures that are not involved with ensuring compliance with the requirements of the GTL and any other disclosure obligations under the ERA Reporting Manual.

The audit period was from 1 March 2020 to 28 February 2022, with this being the second performance Audit conducted to assess Simply Energy's compliance against the ERA Guidelines. The first audit was conducted for the period of 6 February 2018 to 29 February 2020. For details of the RSM team and time allocated to the audit, refer to **Appendix B – Work Schedule**.

The Audit Plan approved by the ERA for this Performance Audit sets out the compliance requirements that applied to Simply Energy's operations during the audit period. In addition, the Audit Plan also listed Simply Energy's GTL obligations included in the scope of the audit, along with the risk assessment and audit priority assigned to each obligation.

2.3 Overview of our Approach

Our approach for the Performance Audit involved the following activities which were undertaken during the period March to April 2022:

- Utilising the ERA Guidelines and the ERA Reporting Manual as a guide, we developed a risk assessment based on detailed system analysis and walkthrough including assessment of controls adequacy and effectiveness;
- Interviews with relevant Simply Energy key personnel to gain an understanding of internal controls and processes (see **Appendix A**);
- Reviewed relevant documentation and conducted walkthroughs of processes and controls to assess overall adequacy, compliance and effectiveness in accordance with GTL (see **Appendix A**);
- Sample tested, in accordance with ASA 530 Audit Sampling, relevant obligations based on assigned audit priority to determine whether transactions complied with the requirements of the obligation; and
- Reporting findings to Simply Energy for review and response.

2.4 Deviations from the Audit Plan

While performing an assessment on relevant supporting documentation as well as discussion with Simply Energy key personnel to evaluate compliance and understanding the activities undertaken to achieve compliance, we completed a re-assessment of the inherent risk and control adequacy on each relevant performance obligation.

The table below describes the result of the re-assessment.

2. AUDIT OBJECTIVE, SCOPE AND APPROACH (CONT.)

2.4 Deviations from the Audit Plan (Cont.)

No	License Obligation	Description	Audit Plan Rating	Revised Rating	Explanation
119A	Trading License clause 19	When a customer enters into a non-standard contract that is not an unsolicited consumer agreement, a retailer or gas marketing agent must give, or make available to the customer at no charge, a copy of the nonstandard contract at the times specified in clause 2.3(1)(b)(i) and (ii)	N/A	Audit Priority: 4	The obligation relates to NSC's that are not unsolicited consumer agreements. Given Simply Energy use NSC's in these circumstances obligation 119A needs to be assessed. Importantly, obligation 119A covers clause 2.3(1)(b)(ii).

2.5 Review of Recommendations

This engagement is the second Performance Audit conducted to assess Simply Energy's compliance against ERA Guidelines. The below observations and actions have been considered as part of our audit priority assessment:

A. RESOLVED DURING CURRENT AUDIT PERIOD				
Recommendation Reference	Non-Compliance / Controls Improvement	Auditor's Recommendation	Date Resolved	Further Action Required / Details of further action required
01/2020	B2 84 Trading Licence cl 5.1 Simply Energy, whilst not having a printed copy of the Energy Coordination Regulations 2004 or relevant code at its office, advised they would make one available on request from a customer. However, no record of any such requests had been maintained.	Simply Energy should maintain an up to date copy of the Energy Coordination (Customer Contract) Regulations 2004 and relevant codes available at the reception of Simply Energy's office. In addition, a record of any such requests in future should be maintained to enable monitoring of compliance and support future audit activities.	31/1/2021	No
02/2020	B3 102 Distribution Licence cl 21.1 Trading Licence cl 23.1 103 Distribution Licence cl 22 Trading Licence cl 24 282 Trading Licence cl 2.1 and Sch 2 Compendium cl 13.2 283 Trading Licence cl 2.1 and Sch 2 Compendium cl 13.3 Simply Energy identified that the Annual Performance Report was not reported within the required timeframe.	Simply Energy is in process of implementing a new system "Risk Wizard" that will contain all obligation requirements and provide automated reminders to assist in future compliance.	31/12/2020	No

2. AUDIT OBJECTIVE, SCOPE AND APPROACH (CONT.)

2.5 Review of Recommendations (Cont.)

A. RESOLVED DURING CURRENT AUDIT PERIOD (CONT.)				
Recommendation Reference	Non-Compliance / Controls Improvement	Auditor's Recommendation	Date Resolved	Further Action Required / Details of further action required
03/2020	<p>C3 114 Trading Licence cl 19.1 No written evidence was provided regarding to the review of Code of Conduct and its effect on internal policies and procedures.</p>	Simply Energy to implement a formal review and sign-off process over the Code of Conduct to support the audit trail for future compliance activities. This process should incorporate segregation of duties between reviewer and approver.	N/A	Not Applicable
04/2020	<p>C3 115 Trading Licence cl 19.2 116 Trading Licence cl 19.1 119 Trading Licence cl 19 121 Trading Licence cl 19 Simply Energy were unable to provide some training records to demonstrate training had been provided to its employees or marketing agents. In addition, Simply Energy identified a breach where the customer's verifiable consent was not obtained before entering into a non-standard contract.</p>	<p>Management has advised us that Simply Energy has implemented an online training program which maintains all training records.</p> <p>In relation to the self-identified breach, management has advised they performed an investigation of the instance and actioned a remediation plan including re-training of the relevant marketing agent.</p> <p>We did not identify any other instances of non-compliance through our testing.</p>	N/A	Not Applicable
			31/10/2020	No
			31/10/2020	No
			N/A	Not Applicable
05/2020	<p>A3 120 Trading Licence cl 19 It was found that some contents in the Welcome Pack issued to the customers were blurry or missing required information.</p>	<p>Simply Energy identified the issues during the audit period and subsequently re-issued the Welcome Pack.</p> <p>Simply Energy implement a formal review process of the NSC template before issuance to customers. This should reflect an appropriate timeframe such as annually or whenever changes are made to the template.</p>	N/A	Not Applicable
06/2020	<p>C N/R 135 Trading Licence cl 2.1 and Sch 2 Compendium cl 3.1(2) Simply Energy does not have a procedure in place to ensure connection requests are forwarded to the distributor within the required timeframe.</p>	Simply Energy to implement reporting/monitoring activities in this area to monitor and assess whether connection requests have been forwarded within the timeframes prescribed by the obligation. This will enable Simply Energy to monitor and assess its own compliance with the obligation.	31/03/2021	No
07/2020	<p>B3 198 Trading Licence cl 2.1 and Sch 2 Compendium 6.1(2) It was found that there were instances where Simply Energy did not assess whether residential customer was experiencing payment difficulties or financial hardship within 5 business days.</p>	Simply Energy should enhance its process documentation to clearly define timelines of follow up activities where customer communication is not established. Further, Simply Energy should define specific timeframes and contact attempts after which a customer is removed from the hardship program to ensure audit trail for future compliance.	31/12/2020	No

2. AUDIT OBJECTIVE, SCOPE AND APPROACH (CONT.)

2.5 Review of Recommendations (Cont.)

A. RESOLVED DURING CURRENT AUDIT PERIOD (CONT.)				
Recommendation Reference	Non-Compliance / Controls Improvement	Auditor's Recommendation	Date Resolved	Further Action Required / Details of further action required
08/2020	<p>C N/R</p> <p>198A Trading Licence cl 2.1 and Sch 2 Compendium cl 6.1(2)</p> <p>200A Trading Licence cl 2.1 and Sch 2 Compendium cl 6.1(2)</p> <p>201 Trading Licence cl 2.1 and Sch 2 Compendium cl 6.2(2)</p> <p>202 Trading Licence cl 2.1 and Sch 2 Compendium cl 6.2(3)</p> <p>203 Trading Licence cl 2.1 and Sch 2 Compendium cl 6.2(4)</p> <p>208 Trading Licence cl 2.1 and Sch 2 Compendium cl 6.6(1)</p> <p>209 Trading Licence cl 2.1 and Sch 2 Compendium cl 6.6(2)</p> <p>212 Trading Licence cl 2.1 and Sch 2 Compendium cl 6.9(1)</p> <p>213 Trading Licence cl 2.1 and Sch 2 Compendium cl 6.9(2)</p> <p>216 Trading Licence cl 2.1 and Sch 2 Compendium cl 6.10(4)</p> <p>Simply Energy does not have the information in relation to customer's request readily available in its system to evidence whether appropriate control was in place.</p>	<p>Simply Energy should implement controls to monitor its own compliance with obligation requirements and support audit trail for future compliance review activities. For example, management can explore implement a workflow in the Salesforce system to track the request timeline and workflow of each customer journey.</p> <p>Further, internal procedures should be developed and documented to ensure that customers experiencing financial hardship who are represented by consumer representatives are managed in a consistent manner.</p>	31/12/2020	No

2. AUDIT OBJECTIVE, SCOPE AND APPROACH (CONT.)

2.5 Review of Recommendations (Cont.)

A. RESOLVED DURING CURRENT AUDIT PERIOD (CONT.)				
Recommendation Reference	Non-Compliance / Controls Improvement	Auditor's Recommendation	Date Resolved	Further Action Required / Details of further action required
09/2020	<p>B2 223 Trading Licence cl 2.1 and Sch 2 Compendium 7.2(1)</p> <p>One instance was found that a disconnection being arrange was not in accordance with the requirements. A disconnection service order was incorrectly raised a few days after the customer had settled the overdue balance on their account due, which was due to an agent omission.</p>	<p>Simply Energy should reinforce through training the importance of staff completing the checklist before disconnecting to ensure future compliance.</p> <p>Further, Simply Energy should investigate to identify any further breaches.</p>	31/12/2020	No
10/2020	<p>C3 281 Trading Licence cl 2.1 and Sch 2 Distribution Licence cl 2.1 and Compendium 13.1</p> <p>Through our walkthrough, we identified variances in two data points reported in the 2018-2019 Performance Report.</p>	<p>Simply Energy to investigate the reason for the differences and subsequently enhance the robustness of the performance reporting process to improve completeness and accuracy of reporting. This could include:</p> <ul style="list-style-type: none"> ▪ divisional managers being involved in reviewing and validating the accuracy of the data being reported. ▪ formal review and approval by appropriate levels of management with evidence of reviews documented and stored. ▪ enhance process documentation used for KPI reporting to ensure that it captures all steps that need to be undertaken to extract and report the relevant data required under the obligation. 	31/12/2020	No
11/2020	<p>B2 211 Trading Licence cl 2.1 and Sch 2 Compendium cl 6.8</p> <p>It was found that in certain instances Simply Energy did not disclose information on redirecting bills to customers via either written document or verbal communication.</p>	<p>Simply Energy should enhance the hardship process to ensure customers are advised of the right to redirect their bill to a third party. This could be included as part of the Hardship assessment process to ensure the customer is aware of this option at the onset of the process.</p> <p>It is also recommended that the criteria used for quality assessments specifically include an assessment of whether the customer was advised of the option to have their bill redirected, in order to enable Simply Energy to monitor and assess compliance with the obligation.</p>	31/12/2020	No

2. AUDIT OBJECTIVE, SCOPE AND APPROACH (CONT.)

2.5 Review of Recommendations (Cont.)

A. UNRESOLVED DURING CURRENT AUDIT PERIOD			
Recommendation Reference	Non-Compliance / Controls Improvement	Auditor's Recommendation	Action Taken by the licensee by end of audit period
01/2022	<p>B 2</p> <p>71 Energy Coordination (Customer Contracts) Reg 19</p> <p>Simply Energy addresses the matter outlined in this obligation within its Contract Terms & Conditions: 'Section 11.6 Further information'</p> <p>We were able to confirm that Simply Energy addresses majority of the requirements of this obligation within their Non-Standard Form Contract, however, we could not identify any reference regarding making available 'a copy of the customer service charter' if the customer request it.</p>	<p>We recommend Simply Energy to formally include the relevant reference to the copy of their customer service charter within its Contract Terms & Conditions: 'Section 11.6 Further information' to ensure full compliance with this obligation.</p>	<p>The finding and recommendation has been communicated to management.</p> <p>Simply Energy response: Simply Energy does not have a customer service charter, hence there is no copy that can be referenced in terms and conditions.</p>
02/2022	<p>A 2</p> <p>116 Trading Licence clause 19.1</p> <p>119A Trading Licence clause 19</p> <p>We reviewed a sample of 23 of Simply Energy's online and telesales. In 1 of the 23 instances, we noted that Simply Energy did not provide the customer with their Welcome Pack within the timeframes specified in Part 2 of the Code of Conduct. Management advised that this is due to a system error. We acknowledge that Simply Energy have subsequently implemented controls to identify unsent Welcome Packs.</p>	<p>We recommend Simply Energy to monitor the system fix implementation as well as provide refreshing training where appropriate to ensure that the issues do not reoccur.</p>	<p>The finding and recommendation has been communicated to management.</p> <p>Simply Energy response: This issue was identified by the implementation of a new Simply Energy control. The root cause was a manual process that was not completed correctly in April/May 2022. All customers have now had their Welcome Pack issued. This issue will be reported in the annual report from Simply Energy to ERAWA.</p>

3. PERFORMANCE SUMMARY

3.1 Compliance and Controls Rating Summary

When assessing Simply Energy’s audit performance, RSM used the rating scale below which is defined in the ERA Guidelines. The rating scale considers a rating for Simply Energy’s control procedures and control environment (controls rating) and Simply Energy’s compliance with the conditions of its Licence (compliance rating).

Controls Adequacy Rating		Compliance Rating	
Rating	Description	Rating	Description
A	Adequate controls – no improvement needed	1	Compliant
B	Generally adequate controls – improvement needed	2	Non-compliant – minor effect on customers or third parties
C	Inadequate controls – significant improvement required	3	Non-compliant – moderate effect on customers or third parties
D	No controls evident	4	Non-compliant – major effect on customers or third parties
N/P	Not performed – A controls rating was not required	N/R	Not rated – No activity took place during the audit period

The table below summarises the assessments made during the Performance Audit on Simply Energy’s compliance and the adequacy of controls in place to manage Simply Energy’s compliance with all the relevant GTL obligations. It is noted that GTL obligations that were assessed as ‘Not Applicable’ for the audit period have not been included in the table below.

Compliance Rating	Controls Rating					Total
	A	B	C	D	N/P	
1	22	1	-	-	139	162
2	2	1	-	-	-	3
3	-	-	-	-	-	0
4	-	-	-	-	-	0
N/R	1	-	-	-	35	36
Total	25	2	0	0	174	201

The table is consistent with the ratings in **Section 3.2** and **Section 4** of this report.

3. PERFORMANCE SUMMARY (CONT.)

3.2 Performance Summary Table

In accordance with the ERA Guidelines, when assessing Simply Energy’s audit performance, for each Licence obligation, we rated Simply Energy’s compliance with the conditions of its licence (compliance rating). If Simply Energy did not perform the activity during the audit period, the obligation was assessed as ‘Not Rated’ (N/R) with an explanation provided.

We also provided a rating for Simply Energy’s control procedures and control environment (controls ratings) for obligations with an Audit Priority of 1, 2 or 3, or those that was assessed to be non-compliant during the audit period. For Audit Priorities 4 and 5, these were assessed as ‘Not Performed’ (N/P).

The table below summarises the compliance rating and controls rating for each obligation. It is noted that Licence obligations that were assessed as ‘Not Applicable’ for the audit period have not been included in the Performance Summary Table below in accordance with the ERA Guidelines.

No.	Obligations Reference	Controls Adequacy					Audit Priority	Compliance Rating				
		A	B	C	D	NP		1	2	3	4	NR
8 Type 1 Reporting Obligations for all Licence Types												
227	Section 11M	P					Priority 2	P				
9 Licence Compliance Requirements - Energy Coordination Act 1994												
1	Section 11Q(1-2)	P					Priority 4	P				
2	Section 11WG(1)					P	Priority 4	P				
3	Section 11WG(2)					P	Priority 4					P
4	Section 11WK(1-2)					P	Priority 5					P
5	Section 11WK(3)					P	Priority 5					P
10	Section 11ZA(1)					P	Priority 4	P				
19	Section 11ZOC(1)(b)					P	Priority 4	P				
20	Section 11ZOV(1)					P	Priority 4	P				
21	Section 11ZOV(2)					P	Priority 4	P				
22	Section 11ZOZ(3)					P	Priority 4					P
24	Section 11ZQH(a)					P	Priority 4	P				
24A	Section 11ZQH(b)					P	Priority 4	P				
11 Licence Compliance Requirements - Energy Coordination (Gas Tariffs) Regulations 2000												
29	Section 11M					P	Priority 4	P				
31	Section 11M					P	Priority 4	P				

3. PERFORMANCE SUMMARY (CONT.)

3.2 Performance Summary Table (Cont.)

No.	Obligations Reference	Controls Adequacy					Audit Priority	Compliance Rating				
		A	B	C	D	NP		1	2	3	4	NR
12 Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004												
33	Regulation 12 (4)(a)					P	Priority 5	P				
34	Regulation 12 (4)(b)					P	Priority 5	P				
35	Regulation 12 (5)(a)					P	Priority 5	P				
36	Regulation 12 (5)(b)					P	Priority 5	P				
37	Regulation 12 (5)(c)					P	Priority 5	P				
38	Regulation 12 (5)(d)					P	Priority 5	P				
39	Regulation 12 (5)(e)					P	Priority 5	P				
40	Regulation 12 (6), AGA Code Clause 5.1.1.2					P	Priority 5	P				
41	Regulation 12 (6), AGA Code Clause 5.1.1.3					✓	Priority 5	✓				
42	Regulation 12 (6), AGA Code Clause 5.1.2.1 & 5.1.2.2					✓	Priority 5	✓				
43	Regulation 12 (6), Clauses 5.1.3.1 & 5.1.3.2 AGA Code					✓	Priority 5	✓				
44	Regulation 12 (6), Clauses 5.1.4.1 & 5.1.4.2 AGA Code					✓	Priority 5	✓				
45	Regulation 12 (6), AGA Code Clause 5.1.5.1 & 5.1.5.2					✓	Priority 5	✓				
46	Regulation 12 (6), AGA Code Clause 5.1.7.2					✓	Priority 5	✓				
47	Regulation 12 (6), AGA Code Clause 5.1.8.1(a)					✓	Priority 5	✓				
48	Regulation 12 (6), AGA Code Clause 5.1.8.1(b)					✓	Priority 5	✓				
49	Regulation 12 (6), AGA Code Clause 5.1.8.1(c)					✓	Priority 5	✓				

3. PERFORMANCE SUMMARY (CONT.)

3.2 Performance Summary Table (Cont.)

No.	Obligations Reference	Controls Adequacy					Audit Priority	Compliance Rating				
		A	B	C	D	NP		1	2	3	4	NR
12 Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)												
50	Regulation 12 (6), AGA Code Clause 5.1.8.1(d)					✓	Priority 5	✓				
51	Regulation 12 (6), AGA Code Clause 5.1.8.1(e) and (f)					✓	Priority 5	✓				
52	Regulation 12 (6), Clause 5.2.2.2 AGA Code					✓	Priority 5	✓				
53	Regulation 13 (1), AGA Code Clause 4.4.6.2					✓	Priority 5	✓				
54	Regulation 13 (3)					✓	Priority 5	✓				
55	Regulation 13 (4)					✓	Priority 5	✓				
56	Regulation 14 (2)					✓	Priority 5	✓				
57	Regulation 14 (3), Clauses 4.1.2.1 & 4.1.2.2 AGA Code					✓	Priority 5	✓				
58	Regulation 14, Clause 4.1.3.1 & 4.1.3.2 AGA Code					✓	Priority 5	✓				
59	Regulation 15 (1), Clause 4.2.1 AGA Code					✓	Priority 5	✓				
60	Regulation 15 (1), Clause 4.2.3.1, 4.2.3.2 & 4.2.3.3 AGA Code					✓	Priority 5	✓				
61	Regulation 15 (1), Clause 4.2.3.2 AGA Code					✓	Priority 5	✓				
62	Regulation 15 (1) and (2)					✓	Priority 5	✓				
63A	Regulation 15 (1) and Clause 4.2.3.4 AGA Code					✓	Priority 5	✓				
64	Regulation 15 (1), Clause 4.2.4.1 AGA Code					✓	Priority 5	✓				
65	Regulation 15 (1), Clause 4.2.4.2 AGA Code					✓	Priority 5	✓				
66	Regulation 15 (1), Clause 4.2.4.4 AGA Code					✓	Priority 5	✓				

3. PERFORMANCE SUMMARY (CONT.)

3.2 Performance Summary Table (Cont.)

No.	Obligations Reference	Controls Adequacy					Audit Priority	Compliance Rating				
		A	B	C	D	NP		1	2	3	4	NR
12 Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)												
67	Regulation 15 (1), Clause 4.2.4.5 AGA Code					✓	Priority 5	✓				
68	Regulation 15 (1), Clause 4.3.2.1 AGA Code					✓	Priority 5	✓				
69	Regulation 15 (1), Clause 4.3.2.2 AGA Code					✓	Priority 5	✓				
70	Regulation 16 (3)					✓	Priority 5	✓				
71	Regulation 19		✓				Priority 5		✓			
72	Regulation 20 (2) Clause 4.3.5.1 AGA Code					✓	Priority 5	✓				
72A	Regulation 20(3)					✓	Priority 3	✓				
72B	Regulation 22					✓	Priority 4	✓				
74A	Regulation 48					✓	Priority 5	✓				
75A	Regulation 49 (2)					✓	Priority 5	✓				
76	Regulation 49 (3)					✓	Priority 5					✓
77	Regulation 49 (4)					✓	Priority 5					✓
78	Regulation 49 (5)					✓	Priority 5					✓
79	Regulation 50					✓	Priority 5	✓				
80	Regulation 44					✓	Priority 5	✓				
83	Regulation 46 (1)					✓	Priority 5	✓				
84	Regulation 46 (4)					✓	Priority 5	✓				
84A	Regulation 47 (2) & (4)					✓	Priority 5					✓
91	Regulation 42					✓	Priority 5	✓				

3. PERFORMANCE SUMMARY (CONT.)

3.2 Performance Summary Table (Cont.)

No.	Obligations Reference	Controls Adequacy					Audit Priority	Compliance Rating				
		A	B	C	D	NP		1	2	3	4	NR
13 Licence Compliance Requirements - Licence Conditions												
96	Clause 16.2					✓	Priority 4	✓				
97	Clause 16.4					✓	Priority 5	✓				
98	Clause 17					✓	Priority 5					✓
99	Clause 20					✓	Priority 5	✓				
100	Clause 21.1					✓	Priority 4	✓				
101	Clause 22.1					✓	Priority 4					✓
102	Clause 23.1					✓	Priority 4	✓				
103	Clause 24					✓	Priority 4	✓				
106	Clause 12.2					✓	Priority 5					✓
107	Clause 12.3					✓	Priority 5					✓
108	Clause 13.1					✓	Priority 4					✓
109	Clause 15.1 and 15.2					✓	Priority 4					✓
110	Schedule 3 clause 1.5					✓	Priority 4					✓
111	Schedule 3 clause 1.7					✓	Priority 4					✓
112	Schedule 3 clause 2.1 to 2.2					✓	Priority 4	✓				
113	Schedule 3 clause 3.1					✓	Priority 4	✓				
14 Licence Compliance Requirements - Gas Marketing Code of Conduct (Code of Conduct)												
116	Clause 19.1	✓					Priority 2		✓			
117	Clause 19					✓	Priority 4					✓
118	Clause 19					✓	Priority 4					✓
119	Clause 19	✓					Priority 4	✓				
119A	Clause 19	✓					Priority 4		✓			
120A	Clause 19	✓					Priority 4	✓				
120B	Clause 19					✓	Priority 4	✓				
121A	Clause 19					✓	Priority 4	✓				
123	Clause 19					✓	Priority 4	✓				
124	Clause 19					✓	Priority 4	✓				
128	Clause 19					✓	Priority 4	✓				
129	Clause 19					✓	Priority 4	✓				
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium)												
Connections												
134	Clause 3.1(1)					✓	Priority 4	✓				
135	Clause 3.1(2)					✓	Priority 4	✓				

3. PERFORMANCE SUMMARY (CONT.)

3.2 Performance Summary Table (Cont.)

No.	Obligations Reference	Controls Adequacy					Audit Priority	Compliance Rating				
		A	B	C	D	NP		1	2	3	4	NR
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)												
Billing												
136	Clause 4.1(a)					✓	Priority 4	✓				
137	Clause 4.1(b)					✓	Priority 4	✓				
146	Clause 4.4					✓	Priority 4	✓				
147	Clause 4.5(1)					✓	Priority 4	✓				
150	Clause 4.6(1)					✓	Priority 4	✓				
152	Clause 4.7(1)					✓	Priority 5	✓				
153	Clause 4.7(2)					✓	Priority 5	✓				
154	Clause 4.8(1)					✓	Priority 4	✓				
155	Clause 4.8(2)					✓	Priority 4	✓				
156	Clause 4.8(3)					✓	Priority 4	✓				
157	Clause 4.9					✓	Priority 4	✓				
158	Clause 4.10					✓	Priority 5	✓				
159	Clause 4.11(1)					✓	Priority 4	✓				
160	Clause 4.11(2)					✓	Priority 4	✓				
164	Clause 4.14(1)					✓	Priority 5	✓				
165	Clause 4.14(2)					✓	Priority 4	✓				
166	Clause 4.15					✓	Priority 4	✓				
167	Clause 4.16(1)(a)					✓	Priority 4	✓				
168	Clause 4.16(1)(b)					✓	Priority 4	✓				
169	Clause 4.16(2)					✓	Priority 4	✓				
170	Clause 4.16(3)					✓	Priority 4	✓				
171	Clause 4.17(2)					✓	Priority 4	✓				
172	Clause 4.18(2) and 4.18(5)					✓	Priority 5					✓
173	Clause 4.18(3)					✓	Priority 4					✓
174	Clause 4.18(4)					✓	Priority 5					✓
175	Clause 4.18(6)					✓	Priority 5					✓
175A	Clause 4.18(7)					✓	Priority 5					✓
176	Clause 4.19(1)					✓	Priority 4	✓				
177	Clause 4.19(2) and 4.19(6)					✓	Priority 4	✓				
178	Clause 4.19(3)					✓	Priority 4	✓				
179	Clause 4.19(4)					✓	Priority 5	✓				
180	Clause 4.19(5)					✓	Priority 5	✓				
180A	Clause 4.19(7)					✓	Priority 4	✓				

3. PERFORMANCE SUMMARY (CONT.)

3.2 Performance Summary Table (Cont.)

No.	Obligations Reference	Controls Adequacy					Audit Priority	Compliance Rating				
		A	B	C	D	NP		1	2	3	4	NR
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)												
Payment												
181	Clause 5.1	✓					Priority 4	✓				
182	Clause 5.2					✓	Priority 4	✓				
183	Clause 5.3	✓					Priority 4	✓				
184	Clause 5.4					✓	Priority 4	✓				
185	Clause 5.5					✓	Priority 4	✓				
186	Clause 5.6(1)					✓	Priority 4					✓
186A	Clause 5.6(2)					✓	Priority 4					✓
187	Clause 5.6(3)					✓	Priority 4					✓
188	Clause 5.6(4)					✓	Priority 4					✓
189	Clause 5.6(5)					✓	Priority 4					✓
190	Clause 5.7(1)					✓	Priority 4	✓				
191	Clause 5.7(2)					✓	Priority 4	✓				
193	Clause 5.7(4)					✓	Priority 4					✓
195	Clause 5.8(1)					✓	Priority 4	✓				
196	Clause 5.8(2)					✓	Priority 4	✓				
Payment Difficulties & Financial Hardship												
198	Clause 6.1(1)	✓					Priority 4	✓				
199	Clause 6.1(3)	✓					Priority 5	✓				
200	Clause 6.1(4)	✓					Priority 4	✓				
200A	Clause 6.2(1)	✓					Priority 4					✓
201	Clause 6.2(2)	✓					Priority 4	✓				
202	Clause 6.2(3)	✓					Priority 4	✓				
203	Clause 6.2(4)	✓					Priority 5	✓				
204	Clause 6.3(1)	✓					Priority 4	✓				
205	Clause 6.4(1)	✓					Priority 4	✓				
206	Clause 6.4(2)	✓					Priority 4	✓				
206A	Clause 6.4(3)	✓					Priority 4	✓				
208	Clause 6.6(1)	✓					Priority 5	✓				
209	Clause 6.6(2)	✓					Priority 4	✓				
210	Clause 6.7	✓					Priority 5	✓				
211	Clause 6.8	✓					Priority 4	✓				
212	Clause 6.9(1)	✓					Priority 4	✓				
214	Clause 6.10(1)					✓	Priority 4	✓				
215	Clause 6.10(2)					✓	Priority 4	✓				
215A	Clause 6.10(3)					✓	Priority 4	✓				
216	Clause 6.10(4)	✓					Priority 4	✓				

3. PERFORMANCE SUMMARY (CONT.)

3.2 Performance Summary Table (Cont.)

No.	Obligations Reference	Controls Adequacy					Audit Priority	Compliance Rating				
		A	B	C	D	NP		1	2	3	4	NR
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)												
Payment Difficulties & Financial Hardship (Cont.)												
219	Clause 6.10(6)					✓	Priority 4					✓
220	Clause 6.10(7)					✓	Priority 4	✓				
220A	Clause 6.10(8)					✓	Priority 4	✓				
221	Clause 6.11					✓	Priority 4					✓
Disconnection & Interruption												
222	Clause 7.1					✓	Priority 4	✓				
223	Clause 7.2(1)					✓	Priority 4	✓				
225	Clause 7.4					✓	Priority 4					✓
227	Clause 7.6					✓	Priority 4	✓				
Reconnection												
228	Clause 8.1(1)					✓	Priority 4					✓
229	Clause 8.1(2)					✓	Priority 4					✓
Information & Communication												
231	Clause 10.1(1)					✓	Priority 4	✓				
232	Clause 10.1(2)					✓	Priority 4	✓				
233	Clause 10.1(3)					✓	Priority 4	✓				
234	Clause 10.2(1)					✓	Priority 4	✓				
235	Clause 10.2(2)					✓	Priority 4	✓				
236	Clause 10.2(3)					✓	Priority 4	✓				
237	Clause 10.2(4)					✓	Priority 4					✓
238	Clause 10.3					✓	Priority 4	✓				
239	Clause 10.4					✓	Priority 4	✓				
240	Clause 10.5					✓	Priority 4	✓				
245	Clause 10.9					✓	Priority 5	✓				
246	Clause 10.10(1)					✓	Priority 4	✓				
249	Clause 10.11(1)					✓	Priority 4	✓				
250	Clause 10.11(2)					✓	Priority 4	✓				
Complaints & Dispute Resolution												
251	Clause 12.1(1)					✓	Priority 4	✓				
252	Clause 12.1(2)		✓				Priority 4	✓				
254	Clause 12.1(3)(a)					✓	Priority 4	✓				
255	Clause 12.1(3)(b)					✓	Priority 4	✓				
255A	Clause 12.1(4)					✓	Priority 4	✓				
256	Clause 12.2					✓	Priority 4	✓				
257	Clause 12.3					✓	Priority 4	✓				
258	Clause 12.4					✓	Priority 4	✓				

3. PERFORMANCE SUMMARY (CONT.)

3.2 Performance Summary Table (Cont.)

No.	Obligations Reference	Controls Adequacy					Audit Priority	Compliance Rating				
		A	B	C	D	NP		1	2	3	4	NR
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)												
Record Keeping & Reporting												
281	Clause 13.1					✓	Priority 4	✓				
282	Clause 13.2					✓	Priority 4	✓				
283	Clause 13.3					✓	Priority 4	✓				

INDEPENDENT ASSURANCE REPORT – SIMPLY ENERGY

To: Economic Regulation Authority (“ERA”) and Management of Simply Energy,

Independent Assurance Report on compliance with Simply Energy’s WA Gas Trading Licence

We have conducted an audit on the systems, procedures and processes used by Simply Energy to evaluate the operating effectiveness of the of the controls identified to maintain compliance with Simply Energy’s Licence obligations for the period 1 March 2020 to 28 February 2022. Our audit has been conducted to form a reasonable assurance conclusion and this report has been prepared in accordance with the ERA Guidelines.

Simply Energy Responsibilities

Management of Simply Energy are responsible for designing, implementing and maintaining internal controls relevant to compliance with the WA Gas Trading Licence and ensure operating processes meet the requirements as per the ERA Guidelines.

Independence

We have complied with the relevant ethical requirements relating to assurance engagements, which include independence and other requirements founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behaviour.

In accordance with Australian Standard on Quality Control 1, RSM maintains a comprehensive system of quality control including documented policies and procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

Our Responsibilities

Our responsibility is to express a conclusion on compliance with the WA Gas Trading Licence, in all material respects. The audit has been conducted in accordance with *ASAE 3100 – Compliance Engagement* to provide reasonable assurance that Simply Energy has complied with all relevant obligations of their WA Gas Trading Licence in accordance with the ERA Guidelines. We accordingly include such tests and procedures we consider necessary in the circumstances.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Inherent Limitations

Because of the inherent limitations of any internal control structure, it is possible that fraud or errors may occur and not be detected. We have not audited the overall internal control structure and no opinion is expressed as to its effectiveness. An audit is not designed to detect all weaknesses in control procedures or all instances of non-compliance as it is not performed continuously throughout the period, and the tests performed are on a sample basis having regard to the nature and size of the entity.

Any projection of the evaluation of internal control procedures to future periods is subject to the risk that the procedures may become inadequate because of changes in conditions, or that the degree of compliance with them may deteriorate.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

INDEPENDENT ASSURANCE REPORT – SIMPLY ENERGY SALES PTY LTD (CONT.)

Use of Report

This reasonable assurance report has been prepared for Simply Energy and the ERA. We disclaim any assumption of responsibility for any reliance on this report to any other persons or users, or for any purpose other than that for which it was prepared.

We disclaim all liability to any party other than Simply Energy in respect of, or in consequence of, anything done, or omitted to be done, by any party in reliance, whether whole or partial, upon any information contained in this report. Any party, other than Simply Energy, who chooses to rely in any way on the contents of this report, does so at their own risk.

Conclusion

Based on the procedures performed and evidence obtained, in our opinion, except for the exceptions identified in **Section 4** of the report, Simply Energy have complied, in all material respects, with the WA Gas Trading Licence for the period 1 March 2020 to 28 February 2022.

Signed

TIM PITTAWAY

Director

RSM Australia Pty Ltd

Sydney

2 June 2022

4. DETAILED FINDINGS

Each Licence obligation was assessed based on their Audit Priority which determined the audit objectives, the nature and extent of the audit procedures required (as outlined in the Audit Plan). Testing ranged from extensive substantive testing around the controls and activities of particular processes to confirming the existence of controls through to discussions with key personnel.

The table below details how Simply Energy addressed their Licence obligations where the following observations and recommendations are presented in sub-sections for each of the relevant Codes and Regulations as detailed below:

- **Section 4.1** - Type 1 Reporting Obligations for all Licence Types
- **Section 4.2** - Energy Coordination Act 1994
- **Section 4.3** - Energy Coordination (Gas Tariffs) Regulations 2000
- **Section 4.4** - Energy Coordination (Customer Contracts) Regulations 2004
- **Section 4.5** - Licence Conditions
- **Section 4.6** - Gas Marketing Code of Conduct
- **Section 4.7** - Compendium of Gas Customer Licence Obligations

It is noted that Licence obligations that were assessed as 'Not Applicable' for the audit period have not been included in the detailed findings below in accordance with the ERA Guidelines.

Each section contains:

- **Assessment of compliance and control adequacy** – the conclusions from our audit procedures and our assessment of Simply Energy's compliance with the applicable obligations;
- **Findings** – our understanding of the process and any issues that have been identified during the audit; and
- **Recommendations** – recommendations for improvement or enhancement of the process or control.

4. DETAILED FINDINGS (CONT.)

4.1 Type 1 Reporting Obligations for all Licence Types

No.	Obligation Reference	Obligation Description	Observations and Findings
8 Type 1 Reporting Obligations for all Licence Types			
227	Energy Coordination Act section 11M	A retailer or a distributor must not arrange for disconnection or disconnect a customer's supply address in the circumstances specified.	<p>Through discussions with Simply Energy's Regulatory and Compliance Team and through review of documentation, including a sample of disconnections, we noted that no customers were disconnected, unless in circumstances specified. These include:</p> <ul style="list-style-type: none"> ▪ At customer request; ▪ Due to emergency; ▪ As the result of a planned interruption; and ▪ To prevent unauthorised consumption. <p>In addition, we completed a sample testing on 23 customer disconnections, in accordance with RSM's Sampling Methodology (based on ASA 540 Audit Sampling). Based on our testing, in all instances Simply Energy Complied with their obligations under the Energy Coordination Act section 11M.</p> <p>Finally, Management advised that during the audit period, Simply Energy made a business decision to not disconnect customers in WA for non-payment, no access to the meter and for non-identification (deemed customers - where gas usage is recorded but no customer is allocated to that account).</p>
		Priority 2	Control Adequacy: A Compliance Rating: 1

4. DETAILED FINDINGS (CONT.)

4.2 Energy Coordination Act 1994

No.	Obligation Reference	Obligation Description	Observations and Findings
9 Licence Compliance Requirements			
1	Energy Coordination Act section 11Q(1-2)	A licensee must pay the applicable fees in accordance with the Economic Regulation Authority (Licensing Funding) Regulations 2014 clauses 6 & 7.	<p>From examination of annual invoices and the review of the Licence Fee Schedule document, we confirmed existing controls where:</p> <ul style="list-style-type: none"> Following receipt of the applicable invoice from the ERA, a purchase order is created, and the invoice is approved by the General Manager of Regulation. Once approval is granted, the payment is processed by the Finance team in accordance with Simply Energy's accounts payable process through their accounting system, Sun, which automatically will identify due dates for payments. <p>Additionally, we were able to confirm Simply Energy's payment remittance demonstrating the license fees being paid in accordance with the Regulations (within one month of the licence anniversary), confirming that Simply Energy has complied with the requirements of Energy Coordination Act, Section 11Q(1-2) during the audit period.</p>
		Priority 4	Control Adequacy: A Compliance Rating: 1

4. DETAILED FINDINGS (CONT.)

4.2 Energy Coordination Act 1994 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
9 Licence Compliance Requirements			
2	Energy Coordination Act section 11WG(1)	<p>A licensee must, subject to the regulations, not supply gas to a customer other than under a standard form contract approved by the ERA or a non-standard contract that complies with the Act.</p>	<p>From walkthroughs performed with both Simply Energy's Regulatory and Compliance Team and Sales Team of their contracting process, review of customer accounts and examination of the Standard Form Contract and Non-Standard Form Contract, we noted that Simply energy offered only these two types of contracts to their customers during the audit period.</p> <p>In the majority of cases, customers are engaged under Simply Energy's Non-Standard Contract, which includes retail offers.</p> <p>We confirmed that Simply Energy's Sales representatives are trained to only offer customers with a market contract (Non-standard).</p> <p>In cases where the previous customer has vacated the property, but Simply Energy are obliged to supply a connection to the property, a Standard Contract is used.</p> <p>Based on enquiries and examination of documentation, we confirmed that that both contracts addressed the requirements of the Energy Coordination Act, Section 11WG (1), without exception.</p>
		<p>Priority 4</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	
3	Energy Coordination Act section 11WG(2)	<p>A Licensee must comply with a direction given to the Licensee under section 11WI.</p>	<p>Through discussions with Regulatory and Compliance Team all communication from the ERA comes directly to a centralised mailbox where the Regulatory and Compliance Team members have access. Any action requested by the ERA is directed through this mailbox with the General Manager of Regulation as the primary contact.</p> <p>The Regulatory and Compliance Team is responsible for overall monitoring correspondence and direction from the ERA where required. All members of the Simply Energy Regulatory and Compliance Teams have access to the mailbox with all correspondence within this mailbox archived and retrievable by Simply Energy's IT Team.</p> <p>We confirmed that Simply Energy's Standard Form Contract has been approved by the ERA and published on the ERA's website, as well as Simply Energy's website.</p> <p>During the audit period, no instances were identified of directions being given by the ERA to Simply Energy under 11WI to amend the standard form contract.</p>
		<p>Priority 4</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: N/R</p>	

4. DETAILED FINDINGS (CONT.)

4.2 Energy Coordination Act 1994 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
9 Licence Compliance Requirements (Cont.)			
4	Energy Coordination Act section 11WK(1-2)	Gas is deemed to be supplied under the standard form contract if a customer commences to take a supply of gas at premises without entering into a contract with the holder of a trading licence.	<p>From examination of Simply Energy procedures as well as through discussions with the Regulatory and Compliance Team and the Pricing Team, we noted that if an unknown customer is identified as having consumed gas without having established an account with Simply Energy, this will create an owner/occupier account and the gas will be supplied under a Standard Contract. This will trigger the following:</p> <ul style="list-style-type: none"> Usage on the meter, triggers the Unknown Consumer Process; A bill is issued under the Standard Form Contract Terms attention to "Dear Customer / Homeowner". The unknown customer is encouraged to contact Simply Energy to make arrangements; and The Standard Form Contract applies by default to any small customers that have commenced supply of gas without entering into a contract. <p>Management advised that Simply Energy did not have any existing customer on Standard Form Contracts during the audit period.</p>
		Priority 5	Control Adequacy: N/P Compliance Rating: N/R
5	Energy Coordination Act section 11WK(3)	A standard form contract continues in force until it is terminated, or supply becomes subject to a non-standard contract with the supplier.	<p>From examination of the Simply Energy Standard Form Contract and through discussions with the Regulatory and Compliance Team, we confirmed that for a customer on a Standard Contract, a change in contract must be initiated by either the Regulatory and Compliance Team or the Legal Team.</p> <p>After that, Simply Energy would notify the customer in writing of the change in contract, either via bill or notification letter depending on the circumstances of the change.</p> <p>Additionally, Simply Energy states in both, the Standard Form Contract and the Non-Standard Form Contract, that any previous agreement for the supply of gas will cease at the end of the customers cooling of period (if any) or if the customer transfers supply to another retailer.</p> <p>Management advised that there were no instances of Simply Energy initiating a change in contract during the period of the review and also, that Simply Energy did not have any existing customer on Standard Form Contracts during the audit period.</p>
		Priority 5	Control Adequacy: N/P Compliance Rating: N/R

4. DETAILED FINDINGS (CONT.)

4.2 Energy Coordination Act 1994 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
9 Licence Compliance Requirements (Cont.)			
10	Energy Coordination Act section 11ZA(1)	<p>A Licensee must provide the ERA with a performance audit by an independent expert acceptable to the ERA within 24 months of commencement and every 24 months thereafter (or longer if the ERA allows).</p> <p>Priority 4</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	<p>Simply Energy have engaged RSM as the independent expert for the performance audit for the audit period 1 March 2020 to 28 February 2022.</p> <p>RSM commenced its audit in March 2022 with the aim of delivering the final report on 31 May 2022.</p> <p>Simply Energy have a reporting tracker with notifications that are issued from the Regulatory Compliance Planner to alert obligation owners of upcoming deadlines and reporting dates.</p>
19	Energy Coordination Act section 11ZOR(1)(b)	<p>A Licensee that sells gas that is transported through a distribution system must be a member of an approved retail market scheme if a scheme is in force.</p> <p>Priority 4</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	<p>The Australian Energy Market Operator (AEMO) was appointed as the administrator of the approved retail market scheme, covering the distribution systems which Simply Energy is Licenced to operate.</p> <p>From examination of the AEMO website, we confirmed that Simply Energy, as well as ATCO (the gas distributor used by Simply Energy) were members of AEMO for the duration of the audit period, thereby confirming compliance with the Energy Coordination Act.</p>
20	Energy Coordination Act section 11ZOV(1)	<p>A Licensee must not engage in prohibited conduct relating to the operation of a retail market scheme.</p> <p>Priority 4</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	<p><i>Obligations 20 to 21</i></p> <p>Prohibited conduct is defined by the Energy Coordination Act as preventing or hindering the operation of the retail market scheme.</p>
21	Energy Coordination Act section 11ZOV(2)	<p>A Licensee must not assist another party to engage in prohibited conduct relating to the operation of a retail market scheme.</p> <p>Priority 4</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	<p>Simply Energy Regulatory and Compliance Team advised that for the audit period, they were not aware of any staff members engaging or assisting another party to engage in prohibited conduct relating to the operation of the retail market scheme.</p> <p>From examination of training materials provided by Simply Energy, we observed that Simply Energy encourages a positive compliance culture by ensuring there is constant training and open communication between all employees.</p>

4. DETAILED FINDINGS (CONT.)

4.2 Energy Coordination Act 1994 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
9 Licence Compliance Requirements (Cont.)			
22	Energy Coordination Act section 11ZOZ(3)	A Licensee, as a member of a retail scheme, must comply with a direction given to it by the ERA to amend the scheme, and to do so within a specified time.	The Regulatory and Compliance Team confirmed that Simply Energy have not been given a direction by the ERA to amend the scheme within the audit period.
		Priority 4	Control Adequacy: N/P
			Compliance Rating: N/R
24	Energy Coordination Act section 11ZQH(a)	The Licensee must not supply gas to customers unless the Licensee is a member of an approved Gas Industry Ombudsman Scheme and is bound by any decision or direction of the ombudsman under the Scheme.	Obligations 24 to 24A Through discussion with the Regulatory and Compliance Team and through review of the Energy and Water Ombudsman WA website and annual reports, we confirmed that: <ul style="list-style-type: none"> Simply Energy has been registered with the WA scheme since 30 June 2018 as per the Energy and Water Ombudsman Annual Report 2017 - 18; Simply Energy is a member of the approved Gas Industry Ombudsman Scheme in West Australia (and has been since market entry); and Simply Energy is excluded by its Gas Trading Licence from supplying gas to small use customers unless it is a member of the approved Gas Industry Ombudsman Scheme.
		Priority 4	Control Adequacy: N/P
			Compliance Rating: 1
24A	Energy Coordination Act section 11ZQH(b)	The Licensee must not supply gas to customers unless the Licensee is bound by, and compliant with, any decision or direction of the gas industry ombudsman.	
		Priority 4	Control Adequacy: N/P
			Compliance Rating: 1

4. DETAILED FINDINGS (CONT.)

4.3 Energy Coordination (Gas Tariffs) Regulations 2000

No.	Obligation Reference	Obligation Description	Observations and Findings
11 Licence Compliance Requirements - Energy Coordination (Gas Tariffs) Regulations 2000			
29	Energy Coordination Act section 11M Energy Coordination (Gas Tariffs) Regulations 2000 reg. 5(1)	A Licensee supplying gas in an area referred to in Regulation 3(a), (b), or (c) is required to have at least one capped tariff for any supply of gas in that area.	Through discussions with the Regulatory and Compliance Team, we noted that Simply Energy has in place one capped tariff across their area of operation.
		Priority 4	Control Adequacy: N/P
			Compliance Rating: 1
31	Energy Coordination Act section 11M Energy Coordination (Gas Tariffs) Regulations 2000 reg. 6(4)	When offering to supply gas to a new customer under a standard form contract, a Licensee is to offer to supply gas at a capped tariff.	We undertook a walkthrough with the Regulatory and Compliance Team as well as examination of Simply Energy's Standard Form Contract and noted that clause (5.1 d) of this contract states that ... "gas will be supplied for no more than the maximum amount permitted by the Energy Coordination (Gas Tariffs) Regulations 2000 (WA)" ... Simply Energy offers to supply gas to a new customer under a standard form contract at a capped tariff. Management advised that Simply Energy did not have any existing customer on Standard Form Contracts during the audit period.
		Priority 4	Control Adequacy: N/P
			Compliance Rating: 1
12 Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004			
33	Energy Coordination (Customer Contracts) Reg 12 (4)(a)	A non-standard contract must require the Licensee, before disconnecting supply for non-payment of a bill, to give a written reminder notice to a customer not less than 14 business days after the day on which a bill was issued advising the customer that payment is overdue and requiring payment to be made on or before the day specified in the reminder notice (being a day not less than 20 business days after the billing day).	Based on discussions with the Regulatory and Compliance Team and from examination of the Non-Standard Form Contract and Welcome Pack we note that Simply Energy addresses the matter outlined in this obligation within its Contract Terms & Conditions: 'Section 8.2 - What we'll do before we disconnect you' states: ...a) If you have failed to pay your bill, including if you haven't agreed to an offer of an instalment plan or other payment option, or you haven't paid in accordance with such a plan or option (see clauses 8.1b) to 8.1d) above), then before we disconnect you, we will: ii. give you a written reminder notice not less than 14 Business Days after the date on which the bill was issued, advising you that payment is overdue and requiring you to pay by a date specified in the notice (which will be at least 20 Business Days after the date the bill was issued...
		Priority 5	Control Adequacy: N/P
			Compliance Rating: 1

4. DETAILED FINDINGS (CONT.)

4.4 Energy Coordination (Customer Contracts) Regulations 2004

No.	Obligation Reference	Obligation Description	Observations and Findings	
12 Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)				
34	Energy Coordination (Customer Contracts) Reg 12 (4)(b)	A non-standard contract must require the Licensee, before disconnecting supply for non-payment of a bill, to give a disconnection warning to a customer not less than 22 business days after the billing day advising the customer that disconnection will occur unless payment is made on or before the day specified in the disconnection warning (being a day not less than 10 business days after the day on which the disconnection warning is given).	<p>Based on discussions with the Regulatory and Compliance Team our examination of the Non-Standard Form Contract and Welcome Pack we note that Simply Energy addresses the matter outlined in this obligation within its Contract Terms & Conditions: '<i>Section 8.2 - What we'll do before we disconnect you</i>'</p> <p><i>...a) If you have failed to pay your bill, including if you haven't agreed to an offer of an instalment plan or other payment option, or you haven't paid in accordance with such a plan or option (see clauses 8.1b) to 8.1d) above), then before we disconnect you, we will:</i></p> <p><i>iii. if payment is not made by the date specified in the reminder notice, give you a written disconnection warning not less than 22 Business Days after the date the bill was issued, advising you that you will be disconnected unless you pay by the day specified in the disconnection warning (which will be at least 10 Business Days after the date of the disconnection warning) ...</i></p>	
		Priority 5	Control Adequacy: N/P	Compliance Rating: 1
35	Energy Coordination (Customer Contracts) Reg 12 (5)(a)	A non-standard contract must require the Licensee to reconnect supply to a customer within 10 business days after disconnection for non-payment of a bill if the customer pays the overdue amount or makes an arrangement for its payment and the customer has paid any applicable reconnection fee.	<p>Based on discussions with the Regulatory and Compliance Team and from examination of the Non-Standard Form Contract and Welcome Pack we note that Simply Energy addresses the matter outlined in this obligation within its Contract Terms & Conditions:</p> <p><i>'Section 8.4 - Reconnection'</i></p> <p><i>...a) If you ask us to, we must arrange for your gas supply to be reconnected if:</i></p> <p><i>i. within 10 Business Days after disconnection for non-payment of a bill, you pay the overdue amount or make an arrangement with us for its payment and you have paid the applicable reconnection fee (or have accepted an offer of an instalment plan to pay the reconnection fee) ...</i></p>	
		Priority 5	Control Adequacy: N/P	Compliance Rating: 1

4. DETAILED FINDINGS (CONT.)

4.4 Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
12 Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)			
36	Energy Coordination (Customer Contracts) Reg 12 (5)(b)	A non-standard contract must require the Licensee to reconnect supply to a customer within 10 business days after disconnection for denial of access to a meter, if the customer provides access to the meter and the customer has paid any applicable reconnection fee.	<p>Based on discussions with the Regulatory and Compliance Team and from examination of the Non-Standard Form Contract and Welcome Pack we note that Simply Energy addresses the matter outlined in this obligation within its Contract Terms & Conditions:</p> <p><i>'Section 8.4 Reconnection'</i></p> <p><i>...a) If you ask us to, we must arrange for your gas supply to be reconnected if:</i></p> <p><i>ii. within 10 Business Days after disconnection for denial of access to a Meter, you provide access to the Meter and you have paid the applicable reconnection fee (or have accepted an offer of an instalment plan to pay the reconnection fee) ...</i></p>
		Priority 5	Control Adequacy: N/P Compliance Rating: 1
37	Energy Coordination (Customer Contracts) Reg 12 (5)(c)	A non-standard contract must require the Licensee to reconnect supply to a customer within 10 business days after disconnection for unlawful consumption of gas, if the customer pays for the gas consumed and the customer has paid any applicable reconnection fee.	<p>Based on discussions with the Regulatory and Compliance Team our examination of the Non-Standard Form Contract and Welcome Pack we note that Simply Energy addresses the matter outlined in this obligation within its Contract Terms & Conditions:</p> <p><i>'Section 8.4 Reconnection'</i></p> <p><i>...a) If you ask us to, we must arrange for your gas supply to be reconnected if:</i></p> <p><i>iii. within 10 Business Days after disconnection for unlawful consumption of gas, you pay for the gas consumed and you have paid the applicable reconnection fee (or have accepted an offer of an instalment plan to pay the reconnection fee) ...</i></p>
		Priority 5	Control Adequacy: N/P Compliance Rating: 1

4. DETAILED FINDINGS (CONT.)

4.4 Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
12 Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)			
38	Energy Coordination (Customer Contracts) Reg 12 (5)(d)	A non-standard contract must require the Licensee to reconnect supply to a customer within 10 business days after disconnection for refusal to pay a refundable advance, if the customer pays the refundable advance and the customer has paid any applicable reconnection fee.	<p>Based on discussions with the Regulatory and Compliance Team and from examination of the Non-Standard Form Contract and Welcome Pack we note that Simply Energy addresses the matter outlined in this obligation within its Contract Terms & Conditions:</p> <p><i>'Section 8.4 Reconnection'</i></p> <p><i>...a) If you ask us to, we must arrange for your gas supply to be reconnected if:</i></p> <p><i>iv. within 10 Business Days after disconnection for refusal to provide a Security Deposit, you provide the Security Deposit and you have paid the applicable reconnection fee (or have accepted an offer of an instalment plan to pay the reconnection fee).</i></p>
		Priority 5	Control Adequacy: N/P Compliance Rating: 1
39	Energy Coordination (Customer Contracts) Reg 12 (5)(e)	A non-standard contract must require the Licensee to reconnect supply to a customer within 20 business days after disconnection in an emergency situation or for health, safety or maintenance reasons, if the situation or problem giving rise to the need for disconnection has been rectified, and if the customer has paid any applicable reconnection fee.	<p>Based on discussions with the Regulatory and Compliance Team and from examination of the Non-Standard Form Contract and Welcome Pack we note that Simply Energy addresses the matter outlined in this obligation within its Contract Terms & Conditions:</p> <p><i>'Section 8.4 Reconnection'</i></p> <p><i>...a) If you ask us to, we must arrange for your gas supply to be reconnected if:</i></p> <p><i>v. within 20 Business Days after disconnection in an emergency situation or for health, safety or maintenance reasons, the situation or problem giving rise to the need for disconnection has been rectified, and you have paid any applicable reconnection fee (or have accepted an offer of an instalment plan to pay the reconnection fee) ...</i></p> <p>Simply Energy confirmed that they did not initiated a reconnection under this clause during the audit period.</p>
		Priority 5	Control Adequacy: N/P Compliance Rating: 1

4. DETAILED FINDINGS (CONT.)

4.4 Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings	
12 Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)				
40	Energy Coordination (Customer Contracts) Reg 12 (6), AGA Code Clause 5.1.1.2	A non-standard contract must include provisions that ensure that the Licensee will not disconnect supply to a customer who is unable to pay until: alternative payment options have been offered to the customer; the customer is given information on government funded concessions; it has used its best endeavours to contact the customer; and it has provided the customer a written notice of its intention to disconnect at least 5 business days prior to the disconnection date, and the customer has refused to accept the alternative payment option or failed to make payments under it.	Based on discussions with the Regulatory and Compliance Team and from examination of the Non-Standard Form Contract and Welcome Pack we note that Simply Energy addresses the matter outlined in this obligation under clause 8.2: <i>...If you have failed to pay your bill, including if you haven't agreed to an offer of an instalment plan or other payment option, or you haven't paid in accordance with such a plan or option, then before we disconnect you, we will:</i> i) <i>use our best endeavours to contact you personally;</i> ii) <i>give you a written reminder notice not less than 14 Business Days after the date on which the bill was issued, advising you that payment is overdue and requiring you to pay by a date specified in the notice (which will be at least 20 Business Days after the date the bill was issued);</i> iii) <i>if payment is not made by the date specified in the reminder notice, give you a written disconnection warning not less than 22 business days after the date the bill was issued, advising you that you will be disconnected unless you pay by the day specified in the disconnection warning (which will be at least 10 business days after the date of the disconnection warning);</i> iv) <i>if you are a residential customer, offer you an instalment plan or other payment option such as an extension of time to pay (if we haven't already done so) and give you information about government concessions (and give you at least 5 business days to accept that offer) ...</i>	
		Priority 5	Control Adequacy: N/P	Compliance Rating: 1
41	Energy Coordination (Customer Contracts) Reg 12 (6), AGA Code Clause 5.1.1.3	A non-standard contract must include provisions that ensure that the Licensee will not disconnect supply to a business customer until: it has used its best endeavours to contact the customer; it has offered the customer an extension of time to pay the bill; and it has provided the customer a written notice of its intention to disconnect at least 5 business days' notice prior to the disconnection date, and the customer has refused to accept the alternative payment option or failed to make payments under it.		
		Priority 5	Control Adequacy: N/P	Compliance Rating: 1

4. DETAILED FINDINGS (CONT.)

4.4 Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings	
12 Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)				
42	Energy Coordination (Customer Contracts) Reg 12 (6), AGA Code Clause 5.1.2.1 & 5.1.2.2	A non-standard contract must include provisions that ensure that the Licensee will not disconnect supply to a customer who denies access to a meter until: the customer has refused access on at least 3 concurrent billing cycles; the customer is given the option to offer alternative access arrangements; the customer is provided written advice on each occasion access was denied; it has used its best endeavours to contact the customer; and it has provided the customer a written notice of its intention to disconnect at least 5 business days prior to the disconnection date.	Based on discussions with the Regulatory and Compliance Team and from examination of the Non-Standard Form Contract and Welcome Pack we note that Simply Energy addresses the matter outlined in this obligation within its Contract Terms & Conditions: <i>'Section 8.1 When you could be disconnected'</i> ...e) if your Premises couldn't be accessed to read the Meter for the purposes of issuing three consecutive bills and: i. we've given you an opportunity to offer reasonable alternative access arrangements; ii. each time your Premises couldn't be accessed, we've given you 5 Business Days' written notice of the next scheduled Meter reading and requested access at that time; and iii. we've given you at least 5 Business Days' notice of our intention to arrange for you to be disconnected...	
		Priority 5	Control Adequacy: N/P	Compliance Rating: 1
43	Energy Coordination (Customer Contracts) Reg 12 (6), Clauses 5.1.3.1 & 5.1.3.2 AGA Code	A non-standard contract must include provisions that ensure that the Licensee or distributor may disconnect or interrupt supply to a customer in the event of an emergency, and if so the Licensee or distributor will provide a 24 hour information service, estimate the time when gas supply will be restored and use best endeavours to restore supply when the emergency is over.	Based on discussions with the Regulatory and Compliance Team and from examination of the Non-Standard Form Contract and Welcome Pack we note that Simply Energy addresses the matter outlined in this obligation within its Contract Terms & Conditions: <i>'Section 8.1 When you could be disconnected'</i> ...f) in the case of an emergency, in which case we, or your Distributor, will provide, by way of a 24 hour emergency line, information on the nature of the emergency and an estimate of the time when supply will be restored and use best endeavours to arrange for reconnection as soon as possible...	
		Priority 5	Control Adequacy: N/P	Compliance Rating: 1

4. DETAILED FINDINGS (CONT.)

4.4 Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings	
12 Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)				
44	Energy Coordination (Customer Contracts) Reg 12 (6), Clauses 5.1.4.1 & 5.1.4.2 AGA Code	A non-standard contract must include provisions that ensure that the Licensee or distributor may disconnect supply for health and safety reasons but will not do so unless the Licensee or distributor has provided the customer written notice of the reason; allow the customer 5 business days to remove the reason where the customer is able to; and after the 5 business days issued a notice to the customer of its intention to disconnect supply at least 5 business days' notice prior to the disconnection date.	Based on discussions with the Regulatory and Compliance Team and from examination of the Non-Standard Form Contract and Welcome Pack we note that Simply Energy addresses the matter outlined in this obligation within its Contract Terms & Conditions: <i>'Section 8.1 When you could be disconnected'</i> <i>...g) for health and safety reasons, but only if (except in an emergency or where there is a need to reduce the risk of fire or where the Relevant Regulations require it) we have:</i> <i>i. given you written notice of the reason for the disconnection;</i> <i>ii. given you 5 Business Days to fix the reason for the disconnection (if you are able to do so); and</i> <i>iii. after the expiry of that Business Day period, given you 5 Business Days' notice of our intention to disconnect you by way of a written disconnection warning...</i>	
		Priority 5	Control Adequacy: N/P	Compliance Rating: 1
45	Energy Coordination (Customer Contracts) Reg 12 (6), AGA Code Clause 5.1.5.1 & 5.1.5.2	A non-standard contract must include provisions that ensure that the Licensee or distributor may disconnect supply for planned maintenance but will not do so unless the Licensee or distributor has provided the customer 4 days' notice; and will use best endeavours to minimise disruption and restore supply.	Based on discussions with the Regulatory and Compliance Team and from examination of the Non-Standard Form Contract and Welcome Pack we note that Simply Energy addresses the matter outlined in this obligation within its Contract Terms & Conditions: <i>'Section 8.1 When you could be disconnected'</i> <i>...h) for the purposes of planned maintenance on, or augmentation to, the Distribution Network, in which case we, or your Distributor, will use best endeavours to:</i> <i>i. give you at least 4 days' notice of the intention to disconnect;</i> <i>ii. minimise interruptions to supply; and</i> <i>iii. restore supply as soon as practicable...</i>	
		Priority 5	Control Adequacy: N/P	Compliance Rating: 1

4. DETAILED FINDINGS (CONT.)

4.4 Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
12 Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)			
46	Energy Coordination (Customer Contracts) Reg 12 (6), AGA Code Clause 5.1.7.2	A non-standard contract must include provisions that ensure that the Licensee will not disconnect supply for failure by a customer to pay a refundable advance without giving a written notice to the customer of its intention to disconnect at least 5 business days prior to the disconnection date.	Based on discussions with the Regulatory and Compliance Team and from examination of the Non-Standard Form Contract and Welcome Pack we note that Simply Energy addresses the matter outlined in this obligation within its Contract Terms & Conditions: <i>'Section 8.1 When you could be disconnected'</i> <i>...j) if you've refused to provide a Security Deposit, in which case we will give you at least 5 Business Days' notice of our intention to arrange for disconnection...</i>
		Priority 5	Control Adequacy: N/P
			Compliance Rating: 1
47	Energy Coordination (Customer Contracts) Reg 12 (6), AGA Code Clause 5.1.8.1(a)	A non-standard contract must include provisions that ensure that the Licensee will not disconnect supply where the bill owing is less than the average bill over the past 12 months and the customer has agreed to pay.	Based on discussions with the Regulatory and Compliance Team and from examination of the Non-Standard Form Contract and Welcome Pack we note that Simply Energy addresses the matter outlined in this obligation within its Contract Terms & Conditions: <i>'Section 8.3 When we won't disconnect you'</i> <i>...g) the amount you owe us is less than an average bill over the last 12 months, and you have agreed to repay the amount...</i>
		Priority 5	Control Adequacy: N/P
			Compliance Rating: 1
48	Energy Coordination (Customer Contracts) Reg 12 (6), AGA Code Clause 5.1.8.1(b)	A non-standard contract must include provisions that ensure that the Licensee will not disconnect supply where the issue is the subject of complaint by the customer and is being reviewed externally and is not resolved.	Based on discussions with the Regulatory and Compliance Team and from examination of the Non-Standard Form Contract and Welcome Pack we note that Simply Energy addresses the matter outlined in this obligation within its Contract Terms & Conditions: <i>'Section 8.3 When we won't disconnect you'</i> <i>...h) you have made a complaint, including to the Ombudsman, which directly relates to the reason for the proposed disconnection and which remains unresolved...</i>
		Priority 5	Control Adequacy: N/P
			Compliance Rating: 1

4. DETAILED FINDINGS (CONT.)

4.4 Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
12 Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)			
49	Energy Coordination (Customer Contracts) Reg 12 (6), AGA Code Clause 5.1.8.1(c)	A non-standard contract must include provisions that ensure that the Licensee will not disconnect supply where an application for a government concession has not been decided.	Based on discussions with the Regulatory and Compliance Team and from examination of the Non-Standard Form Contract and Welcome Pack we note that Simply Energy addresses the matter outlined in this obligation within its Contract Terms & Conditions: <i>'Section 8.3 When we won't disconnect you'</i> <i>...i) you have made an application for a government grant or concession and the application has not yet been decided...</i>
		Priority 5	
50	Energy Coordination (Customer Contracts) Reg 12 (6), AGA Code Clause 5.1.8.1(d)	A non-standard contract must include provisions that ensure that the Licensee will not disconnect supply where a customer has failed to pay a debt that is not a direct service charge.	Based on discussions with the Regulatory and Compliance Team and from examination of the Non-Standard Form Contract and Welcome Pack we note that Simply Energy addresses the matter outlined in this obligation within its Contract Terms & Conditions: <i>'Section 8.3 When we won't disconnect you'</i> <i>...j) you have failed to pay an amount that does not relate to the supply of gas...</i>
		Priority 5	
51	Energy Coordination (Customer Contracts) Reg 12 (6), AGA Code Clause 5.1.8.1(e) and (f)	A non-standard contract must include provisions that ensure that the Licensee will not disconnect supply after 3pm on a weekday; and not on a Friday, weekend or public holiday or on the day before a public holiday unless it is a planned interruption.	Based on discussions with the Regulatory and Compliance Team and from examination of the Non-Standard Form Contract and Welcome Pack we note that Simply Energy addresses the matter outlined in this obligation within its Contract Terms & Conditions: <i>'Section 8.3 When we won't disconnect you'</i> <i>...k) disconnection would occur on a Friday, Saturday, Sunday or public holiday in Western Australia, or the day before such a public holiday or after 3:00pm on any other day...</i> Additionally, as part of the detailed testing performed to assess obligation 227, we reviewed the data for 23 sampled disconnections that occurred during the audit period and in all instances, we found that days and times of disconnection were compliant with the obligation.
		Priority 5	

4. DETAILED FINDINGS (CONT.)

4.4 Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings	
12 Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)				
52	Energy Coordination (Customer Contracts) Reg 12 (6), AGA Code Clause 5.2.2.2	A non-standard contract must include provisions that ensure that if a Licensee is under an obligation to reconnect supply and the customer makes a request for reconnection after 3pm on a business day, the Licensee shall use best endeavours to reconnect the customer as soon as possible on the next business day.	Based on discussions with the Regulatory and Compliance Team and from examination of the Non-Standard Form Contract and Welcome Pack we note that Simply Energy addresses the matter outlined in this obligation within its Contract Terms & Conditions: <i>'Section 8.4 Reconnection'</i> ...b) <i>If you are entitled to be reconnected and you make the request for reconnection:</i> ii) <i>after 3.00pm on a business day, we will use our best endeavours to get your distributor to reconnect you as soon as possible on the next business day...</i>	
		Priority 5	Control Adequacy: N/P	Compliance Rating: 1
53	Energy Coordination (Customer Contracts) Reg 13 (1), AGA Code Clause 4.4.6.2	A non-standard contract must include provisions that ensure that if a Licensee uses a refundable advance to offset an amount owed, it must provide to the customer an account of its use and pay any balance within 10 business days to the customer.	Based on discussions with the Regulatory and Compliance Team and from examination of the Non-Standard Form Contract and Welcome Pack we note that Simply Energy addresses the matter outlined in this obligation within its Contract Terms & Conditions: <i>'Section 5.2 Security deposits'</i> ... <i>If we use your Security Deposit, we will give you an account of its use and refund the balance (if any) within 10 Business Days. If we no longer need any Security Deposit, we will return the Security Deposit and interest to you...</i>	
		Priority 5	Control Adequacy: N/P	Compliance Rating: 1
54	Energy Coordination (Customer Contracts) Reg 13 (3)	A non-standard contract must require the Licensee to place refundable advances in separate trust accounts and separately identify the amounts in its accounting records.	Based on discussions with the Regulatory and Compliance Team and from examination of the Non-Standard Form Contract and Welcome Pack we note that Simply Energy addresses the matter outlined in this obligation within its Contract Terms & Conditions: <i>'Section 5.2 Security deposits'</i> ... <i>You may have to pay us a Security Deposit. We will keep any Security Deposit in a separate trust account, and it will be separately identified in our accounting records...</i>	
		Priority 5	Control Adequacy: N/P	Compliance Rating: 1

4. DETAILED FINDINGS (CONT.)

4.4 Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
12 Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)			
55	Energy Coordination (Customer Contracts) Reg 13 (4)	A non-standard contract must require the Licensee to return interest earned on refundable advances accounts to customers.	<p>Based on discussions with the Regulatory and Compliance Team and from examination of the Non-Standard Form Contract and Welcome Pack we note that Simply Energy addresses the matter outlined in this obligation within its Contract Terms & Conditions:</p> <p><i>'Section 5.2 Security deposits'</i></p> <p><i>...We will pay interest on any Security Deposit you provide at the Bank Bill Rate. That interest will accrue daily and will be capitalized every 90 days unless paid...</i></p>
		<p>Priority 5</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	
56	Energy Coordination (Customer Contracts) Reg 14 (2).	A non-standard contract must require the customer to pay a charge for gas supplied; inform the customer that the supply charge is either for residential or non-residential supply; inform the customer that the supply charge includes a specified fixed component and specified usage component; require the customer to pay the non-residential charge unless the customer qualifies to pay the residential charge; and describe the circumstances in which a customer qualifies for the residential charge.	<p>Based on discussions with the Regulatory and Compliance Team and from examination of the Non-Standard Form Contract and Welcome Pack we note that Simply Energy addresses the matter outlined in this obligation within its Contract Terms & Conditions:</p> <p><i>'Section 3.3 Supply Charge'</i></p> <p><i>...b) The supply Charge is made up of two components:</i></p> <ol style="list-style-type: none"> <i>i. a fixed daily component that is charged regardless of how much gas you use; and</i> <i>ii. a usage component that is based on how much gas you use.</i> <p><i>c) There are two types of supply Charge: the residential supply Charge and the business supply Charge.</i></p> <ol style="list-style-type: none"> <i>i. You are eligible for the residential supply Charge if your Premises isa "dwelling" (a house, flat, home unit or other place of residence) and you use your gas only for residential use, or if your Premises is not a dwelling, but it is separately metered and you use your gas solely for a residential use.</i> <i>ii. You must tell us if you are no longer eligible for the residential supply Charge because you are no longer using gas solely for a residential use at your Premises. If you don't give us reasonable notice of this change, we can backdate the business supply Charge to the start of the non-residential use (up to a maximum of 12 months).</i> <i>iii. A business supply Charge will be payable for a Premises if the gas is used for commercial or business purposes...</i>
		<p>Priority 5</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	

4. DETAILED FINDINGS (CONT.)

4.4 Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
12 Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)			
57	Energy Coordination (Customer Contracts) Reg 14 (3), Clauses 4.1.2.1 & 4.1.2.2 AGA Code	A non-standard contract must include provisions that ensure that a Licensee give notice of the tariffs charged and provide these notices to customers without charge upon request.	<p>Based on discussions with the Regulatory and Compliance Team and from examination of the Non-Standard Form Contract and Welcome Pack we note that Simply Energy addresses the matter outlined in this obligation within its Contract Terms & Conditions:</p> <p><i>'Section 3.5 Notice of Charges'</i></p> <p><i>...a) We will give notice of the Charges payable under this Contract in the Government Gazette, newspaper, a notice to you, or as agreed with the Economic Regulation Authority. We may also publish the Charges on our website.</i></p> <p><i>b) You can also ask us to send you a copy of the Charges (at no cost to you) ...</i></p>
		Priority 5	Control Adequacy: N/P Compliance Rating: 1
58	Energy Coordination (Customer Contracts) Reg 14, Clause 4.1.3.1 & 4.1.3.2 AGA Code	A non-standard contract must include provisions that ensure that a Licensee give notice of a variation in tariffs charged and provide these notices to customers affected by the change no later than the next bill.	<p>Based on discussions with the Regulatory and Compliance Team and from examination of the Non-Standard Form Contract and Welcome Pack we note that Simply Energy addresses the matter outlined in this obligation within its Contract Terms & Conditions:</p> <p><i>'Section 3.6 Changes to Charges'</i></p> <p><i>...b) If a change to the Charges affects you, we will also give you a notice as soon as practicable after the change is gazetted or published, and in any event no later than your next bill. The notice of the change may be included on your bill ...</i></p> <p>Additionally, we confirmed that Simply Energy have controls in place to provide notice to each of its customers, affected by a variation in its tariffs, by no later than the next bill in the customer's billing cycle.</p> <p>We noted that there was a tariff variation during the audit period and Simply Energy provided relevant evidence for an example of notice of the variation in tariff to customers affected by the change.</p> <p>Based on discussions and through review of documentation, we noted that Simply Energy was compliant with the obligation for the audit period.</p>
		Priority 5	Control Adequacy: N/P Compliance Rating: 1

4. DETAILED FINDINGS (CONT.)

4.4 Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
12 Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)			
59	Energy Coordination (Customer Contracts) Reg 15 (1), Clause 4.2.1 AGA Code	A non-standard contract must include provisions that ensure that a Licensee issue a bill to a customer at least once every 3 months, unless agreed otherwise.	<p>Based on discussions with the Regulatory and Compliance Team and from examination of the Non-Standard Form Contract and Welcome Pack we note that Simply Energy addresses the matter outlined in this obligation within its Contract Terms & Conditions:</p> <p><i>'Section 4.1 Where and when bills are sent'</i></p> <p><i>...b) We will bill you no more frequently than once a month. We will always bill you at least every three months unless you have agreed to a longer billing period. We may change the billing period by notice to you, but we will not change it to less than one month without your consent or in accordance with the Relevant Regulations...</i></p>
		Priority 5	Control Adequacy: N/P Compliance Rating: 1
60	Energy Coordination (Customer Contracts) Reg 15 (1), Clause 4.2.3.1, 4.2.3.2 & 4.2.3.3 AGA Code	A non-standard contract must include provisions that ensure that a Licensee prepare a bill in accordance with the terms specified in the AGA code, including the inclusion of any refundable advance.	<p>Based on discussions with the Regulatory and Compliance Team and from examination of the Non-Standard Form Contract and Welcome Pack we note that Simply Energy addresses the matter outlined in this obligation within its Contract Terms & Conditions:</p> <p><i>'Section 4.3 Information your bill will include'</i></p> <p>Within this section there is an itemised list of all information that is to be included on a customer's bill which is in accordance with the specified terms of the AGA code, including the inclusion of any refundable advance.</p>
		Priority 5	Control Adequacy: N/P Compliance Rating: 1

4. DETAILED FINDINGS (CONT.)

4.4 Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings	
12 Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)				
61	Energy Coordination (Customer Contracts) Reg 15 (1), Clause 4.2.3.2 AGA Code	A non-standard contract must include provisions that ensure that a Licensee apply payments received from a customer as directed by the customers (if the bill includes charges for other goods and services).	<p><i>Obligations 61 to 62</i></p> <p>Based on discussions with the Regulatory and Compliance Team and from examination of the Non-Standard Form Contract and Welcome Pack we note that Simply Energy addresses the matter outlined in this obligation within its Contract Terms & Conditions:</p> <p><i>'Section 4.3 Information your bill will include'</i></p> <p><i>...d) If we provide you with other goods and services, then unless agreed otherwise with you, we will include the Charges for those goods and services as separate items on your bill together with a description of those goods and services. We will apply any payment received from you as directed by you, or if you don't give us any direction:</i></p> <ul style="list-style-type: none"> <i>i. to the amount due for your gas use before applying it to the additional goods and services; or</i> <i>ii. if the goods or services include electricity, to the amount due for your gas use and electricity use in equal proportion before applying it to any other additional goods and services...</i> 	
		Priority 5		Control Adequacy: N/P
62	Energy Coordination (Customer Contracts) Reg 15 (1) and (2)	<p>A non-standard contract must specify that if a customer does not direct how a payment is to be allocated, a Licensee must apply the payment —</p> <ul style="list-style-type: none"> (i) to charges for the supply of gas before applying any portion of it to such goods or services; or (ii) (ii) if such goods or services include electricity, to the charges for gas and the charges for electricity in equal proportion before applying any portion of it to any other such goods or services. 		
		Priority 5	Control Adequacy: N/P	Compliance Rating: 1

4. DETAILED FINDINGS (CONT.)

4.4 Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
12 Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)			
63A	Energy Coordination (Customer Contracts) Reg 15(1), AGA Code clause 4.2.3.4	A non-standard contract must include provisions that ensure that where a customer requests it and the data is available, a Licensee shall provide to the customer free of charge the customer's historical billing data for the previous two years.	<p>Based on discussions with the Regulatory and Compliance Team and from examination of the Non-Standard Form Contract and Welcome Pack we note that Simply Energy addresses the matter outlined in this obligation within its Contract Terms & Conditions:</p> <p><i>'Section 11.2 Your historical billing information'</i></p> <p><i>...If you ask us, we will give you information about your billing history. We may Charge you a reasonable fee to provide this information, unless:</i></p> <p><i>a) you ask for information for the last 2 years only, and you haven't already made a request in the last 12 months; or</i></p> <p><i>b) you request the information in relation to a dispute, in which case we will provide the information free of Charge...</i></p>
		Priority 5	Control Adequacy: N/P Compliance Rating: 1
64	Energy Coordination (Customer Contracts) Reg 15 (1), Clause 4.2.4.1 AGA Code	A non-standard contract must include provisions that ensure that a Licensee base a customer's bill on a meter reading and meters must be read at least once per year.	<p>Based on discussions with the Regulatory and Compliance Team and from examination of the Non-Standard Form Contract and Welcome Pack we note that Simply Energy addresses the matter outlined in this obligation within its Contract Terms & Conditions:</p> <p><i>'Section 4.2 Bills based on Meter readings'</i></p> <p><i>...a) We will usually base your bills on readings of your Meter. We will use our best endeavours to obtain metering data as frequently as required to prepare your bills. In any event, we will use best endeavours to ensure that your Distributor reads your Meter at least once every 12 months...</i></p>
		Priority 5	Control Adequacy: N/P Compliance Rating: 1

4. DETAILED FINDINGS (CONT.)

4.4 Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
12 Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)			
65	Energy Coordination (Customer Contracts) Reg 15 (1), Clause 4.2.4.2 AGA Code	A non-standard contract must include provisions that ensure that if the Licensee, accepts a customer reading of the meter, must not adjust the bill in favour of the Licensee if the Licensee subsequently discovers the reading was incorrect in favour of the customer.	Based on discussions with the Regulatory and Compliance Team and from examination of the Non-Standard Form Contract and Welcome Pack we note that Simply Energy addresses the matter outlined in this obligation within its Contract Terms & Conditions: <i>'Section 4.2 Bills based on Meter readings'</i> <i>...f) If we provide you with a bill based on estimated usage and we are later able to read your Meter, then we will adjust the estimated bill in accordance with the Meter reading, unless:</i> <i>i. the estimated bill was used to finalise your account; or</i> <i>ii. we accepted your reading as the Meter reading to base the bill on and the subsequent reading shows an error in your favour...</i>
		Priority 5	Control Adequacy: N/P Compliance Rating: 1
66	Energy Coordination (Customer Contracts) Reg 15 (1), Clause 4.2.4.4 AGA Code	A non-standard contract must include provisions that ensure that if the Licensee, provides a customer with an estimated bill and is subsequently able to read the meter, must adjust the estimated bill in accordance with the meter reading.	Based on discussions with the Regulatory and Compliance Team and from examination of the Non-Standard Form Contract and Welcome Pack we note that Simply Energy addresses the matter outlined in this obligation within its Contract Terms & Conditions: <i>'Section 4.2 Bills based on Meter readings'</i> <i>...f) If we provide you with a bill based on estimated usage and we are later able to read your Meter, then we will adjust the estimated bill in accordance with the Meter reading...</i>
		Priority 5	Control Adequacy: N/P Compliance Rating: 1
67	Energy Coordination (Customer Contracts) Reg 15 (1), Clause 4.2.4.5 AGA Code	A non-standard contract must include provisions that ensure that a Licensee read a customer's meter upon request and may impose a fee for doing so.	Based on discussions with the Regulatory and Compliance Team and from examination of the Non-Standard Form Contract and Welcome Pack we note that Simply Energy addresses the matter outlined in this obligation within its Contract Terms & Conditions: <i>'Section 4.2 Bills based on Meter readings'</i> <i>...g) If we provide you with a bill based on estimated usage because you denied us access to your Meter, and you subsequently request that we replace an estimated bill with a bill based on a reading of your Meter, then we will do so as long as you allow us access to the Meter and pay any reasonable charge, we request...</i> From discussions, we also confirmed that Simply Energy might arrange a special read if requested by the customer and may impose a special meter read fee.
		Priority 5	Control Adequacy: N/P Compliance Rating: 1

4. DETAILED FINDINGS (CONT.)

4.4 Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings	
12 Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)				
68	Energy Coordination (Customer Contracts) Reg 15 (1), AGA Code Clause 4.3.2.1	A non-standard contract must include provisions that ensure that a Licensee offer payment in person and payment by mail.	Based on discussions with the Regulatory and Compliance Team and from examination of the Non-Standard Form Contract and Welcome Pack we note that Simply Energy addresses the matter outlined in this obligation within its Contract Terms & Conditions: <i>'Section 5.1 When and how you have to pay'</i> ...b) You can pay your bill in full using a range of options, including: i. over the counter in person at a third party retailer or outlet specified on your bill; ii. by mail; or iii. by any of the other methods specified on your bill...	
		Priority 5	Control Adequacy: N/P	Compliance Rating: 1
69	Energy Coordination (Customer Contracts) Reg 15 (1), Clause 4.3.2.2 AGA Code	A non-standard contract must include provisions that ensure that a Licensee offer customers who are absent for a long period, payment in advance facilities and the option of redirecting the bill.	Based on discussions with the Regulatory and Compliance Team and from examination of the Non-Standard Form Contract and Welcome Pack we note that Simply Energy addresses the matter outlined in this obligation within its Contract Terms & Conditions: <i>'Section 5.1 When and how you have to pay'</i> ...d) You can ask us to pay your bill in advance or have your bill redirected if you are going to be absent for a long period of time, or if you are unable to arrange payment using any of the methods on your bill...	
		Priority 5	Control Adequacy: N/P	Compliance Rating: 1
70	Energy Coordination (Customer Contracts) Reg 16 (3)	A non-standard contract must not authorise a Licensee terminate a contract if a customer commits a breach of the contract (other than a substantial breach) unless — (a) the Licensee has a right to disconnect supply under the contract, a written law or a relevant code; and (b) the Licensee has disconnected supply at all supply addresses of the customer covered by the contract.	Based on discussions with the Regulatory and Compliance Team and from examination of the Non-Standard Form Contract and Welcome Pack we note that Simply Energy addresses the matter outlined in this obligation within its Contract Terms & Conditions: <i>'Section 9.2 Termination by us'</i> ...c) if you commit a substantial breach of this Contract; or d) if you commit any other breach of this Contract, but only if: i. we have a right to disconnect supply under this Contract, a written law or any Relevant code; and ii. we have disconnected supply at all of your Premises that are covered by this Contract...	
		Priority 5	Control Adequacy: N/P	Compliance Rating: 1

4. DETAILED FINDINGS (CONT.)

4.4 Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings			
12 Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)						
71	Energy Coordination (Customer Contracts) Reg 19	<p>A non-standard contract must require a Licensee to make the following information available to the customer if the customer request it –</p> <ul style="list-style-type: none"> (a) a copy of their customer service charter; (b) copies of regulations or any relevant code; (c) information about fees and charges payable under the contract; (d) with information on energy efficiency; (e) billing data; and (f) with information on Government Assistance Programs and Financial Counselling Services if requested by the customer. 	<p>Non-Compliance and Control Deficiency</p> <p>Based on discussions with the Regulatory and Compliance Team and from examination of the Non-Standard Form Contract and Welcome Pack we note that Simply Energy addresses the matter outlined in this obligation within its Contract Terms & Conditions:</p> <p><i>'Section 11.6 Further information'</i></p> <p><i>...If you would like further information about any of the following, please get in touch with us and we will provide you copies of:</i></p> <ul style="list-style-type: none"> a) a copy of the Energy Coordination (Customer Contracts) Regulations 2004 (WA); b) a copy of the Gas Marketing Code of Conduct 2017(WA); c) a copy of the Compendium of Gas Customer Licence Obligations; d) the Australian Gas Association Natural Gas Customer Service Code AG 755-1997; e) information about the Charges and fees payable under this Contract, including alternative tariffs that may be available to you; f) information about energy efficiency; g) billing data; h) contact details for obtaining information about Government assistance programs or financial counselling services; or i) information about our gas Customer safety awareness program... <p>As described above, we were able to confirm that Simply Energy addresses majority of the requirements of this obligation within their Non-Standard Form contract, however, we could not identify any reference making available 'a copy of the customer service charter' if the customer request it.</p> <p>Through enquires with the Regulatory and Compliance Team, it is Simply Energy's interpretation that this instance should not represent a non-compliance and control deficiency finding as they have ensure that in the event of a customer requesting any information, they will be able to provide it.</p> <p>Recommendation</p> <p><i>We recommend Simply Energy to formally include the relevant reference to the copy of their customer service charter within its Contract Terms & Conditions: 'Section 11.6 Further information' to ensure full compliance with this obligation.</i></p>			
		<table border="1"> <tr> <td>Priority 5</td> <td>Control Adequacy: B</td> <td>Compliance Rating: 2</td> </tr> </table>	Priority 5	Control Adequacy: B	Compliance Rating: 2	
Priority 5	Control Adequacy: B	Compliance Rating: 2				

4. DETAILED FINDINGS (CONT.)

4.4 Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings	
12 Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)				
72	Energy Coordination (Customer Contracts) Reg 20 (2) Clause 4.3.5.1 AGA Code	A non-standard contract must include provisions that ensure that a Licensee must offer a customer who indicates to the Licensee that they are experiencing payment difficulties: instalment plan options; right to have bill redirected to third person; information about or referral to government assistance programs; and information on independent financial counselling services.	Based on discussions with the Regulatory and Compliance Team and from examination of the Non-Standard Form Contract and Welcome Pack we note that Simply Energy addresses the matter outlined in this obligation within its Contract Terms & Conditions: <i>'Section 5.3 Payment difficulties'</i> <i>...If you cannot pay your bill or are experiencing financial hardship, let us know. If your area Residential Customer and have told us that you are having difficulty paying your bill then we will offer you:</i> a) <i>additional time to pay a bill;</i> b) <i>instalment plan options;</i> c) <i>the right to have a bill redirected to a third party;</i> d) <i>information about, and referral to Government assistance programs; and</i> e) <i>information on independent financial counselling services...</i>	
		Priority 5	Control Adequacy: N/P	Compliance Rating: 1
72A	Energy Coordination (Customer Contracts) Reg 20(3)	A non-standard contract must set out the procedures to be followed in relation to debt collection.	Based on discussions with the Regulatory and Compliance Team and from examination of the Non-Standard Form Contract and Welcome Pack we noted that addresses the matter outlined in this obligation within its Contract Terms & Conditions: <i>'Section 5.4 Late Payments' & 'Section 8.2 What do we do before we disconnect you'</i> The sections above describe in detail the procedures to be followed in relation to debt collection. Based on discussions and through review of documentation, we noted that Simply Energy was compliant with the obligation for the audit period.	
		Priority 3	Control Adequacy: N/P	Compliance Rating: 1

4. DETAILED FINDINGS (CONT.)

4.4 Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
12 Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)			
72B	Energy Coordination (Customer Contracts) Reg 22	<p>A non-standard contract must specify the steps taken to ensure that customer information is dealt with in a confidential manner.</p> <p>Priority 4</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	<p>Based on discussions with the Regulatory and Compliance Team and from examination of the Non-Standard Form Contract and Welcome Pack we note that Simply Energy addresses the matter outlined in this obligation within its Contract Terms & Conditions:</p> <p><i>'Section 11.5 Confidentiality'</i></p> <p><i>...We will keep confidential your information in accordance with Relevant Regulations, unless:</i></p> <ul style="list-style-type: none"> a) <i>you give us prior written consent to disclose the information;</i> b) <i>disclosure is required to comply with any accounting or stock exchange requirement;</i> c) <i>disclosure is required to comply with any legal or regulatory requirement or proceedings;</i> d) <i>the information is already publicly available; or</i> e) <i>we believe you have used gas illegally and we must provide your information to the Economic Regulation Authority or the Director of Energy Safety...</i>
74A	Energy Coordination (Customer Contracts) Reg 48	<p>A Licensee must not commence legal proceedings for the recovery of a customer debt if the customer has entered into a payment arrangement and is complying with the terms of that arrangement.</p> <p>Priority 5</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	<p>From walkthrough performed with the Regulatory and Compliance Team we note that Simply Energy addresses the matter outlined in this obligation within its Non-Standard Form Contract Terms & Conditions:</p> <p><i>'Section 5.4 Late payments'</i></p> <p><i>...We will not commence legal proceedings for the recovery of an amount you owe us if you are a Residential Customer and:</i></p> <ul style="list-style-type: none"> i) <i>you have entered into a payment arrangement with us and you are complying with the terms of that arrangement...</i> <p>Based on enquiries and examination of documentation, we can conclude that Simply Energy were compliant with the obligation during the audit period.</p>

4. DETAILED FINDINGS (CONT.)

4.4 Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
12 Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)			
75A	Energy Coordination (Customer Contracts) 49 (2)	A Licensee may only provide a credit reporting agency with default information if it relates to a bill issued by the Licensee.	<p>Based on enquiries with the Regulatory and Compliance Team we note that Simply Energy did not engage credit reporting for its gas customers during the audit period.</p> <p>Where Simply Energy have been unable to recover a debt, they may decide to refer the account to a legal recovery agency. For those instances, the account will be managed by the legal recovery agency and any debt and payment related enquiries are referred to the recovery agency. Further, if the debt has been subsequently cleared then any credit reporting related activities will be undertaken by the recovery agency.</p> <p>Additionally, Simply Energy Non-standard Form Contract addresses the matters outlined in this obligation through the clauses below, where indicates that credit information will be treated as confidential in accordance with the relevant regulations:</p> <p><i>11.4 Privacy</i> <i>Any personal and credit information that we hold about you is treated as confidential and will be handled in accordance with applicable privacy law and the Privacy & Credit Information Management Policy included in this booklet attached to these terms.</i></p> <p><i>11.5 Confidentiality</i> <i>We will keep confidential your information in accordance with relevant regulations, unless:</i></p> <ul style="list-style-type: none"> <i>a) you give us prior written consent to disclose the information;</i> <i>b) disclosure is required to comply with any accounting or stock exchange requirement;</i> <i>c) disclosure is required to comply with any legal or regulatory requirement or proceedings;</i> <i>d) the information is already publicly available; or</i> <i>e) we believe you have used gas illegally and we must provide your information to the Economic Regulation Authority or the Director of Energy Safety.</i>
		Priority 5	Control Adequacy: N/P
			Compliance Rating: 1

4. DETAILED FINDINGS (CONT.)

4.4 Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
12 Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)			
76	Energy Coordination (Customer Contracts) Reg 49 (3)	A Licensee must notify a credit reporting agency immediately if a customer has cleared their debt.	<p><i>Obligation 76 to 78</i></p> <p>Based on enquiries with the Regulatory and Compliance Team and Credit Management Team, we note that Simply Energy did not engage in credit reporting for its gas customers during the audit period.</p> <p>Where Simply Energy have been unable to recover a debt, they may decide to refer the account to a debt collection agency.</p> <p>If the customer is referred to the debt collection agency, then all credit reporting will be completed through these channels.</p> <p>Simply Energy do not engage in the process and do not have processes and procedures around credit reporting. As such, these obligations have not been rated for compliance</p>
		Priority 5	
77	Energy Coordination (Customer Contracts) Reg 49 (4)	If a customer remedies a default and demonstrates extenuating circumstances, a Licensee must request the credit reporting agency to remove the default record.	
		Priority 5	
78	Energy Coordination (Customer Contracts) Reg 49 (5)	A Licensee must not refer a default to a credit reporting agency that is the subject of a complaint or matter of review.	
		Priority 5	

4. DETAILED FINDINGS (CONT.)

4.4 Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings	
12 Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)				
79	Energy Coordination (Customer Contracts) Reg 50	A Licensee must include information about its complaint handling process and contact details of the energy ombudsman on any disconnection warning given to a customer.	<p>Based on discussions with the Regulatory and Compliance Team and from examination of the Non-Standard Form Contract and Welcome Pack we note that Simply Energy addresses the matter outlined in this obligation within its Contract Terms & Conditions:</p> <p><i>'Section 12 Customer Service and Complaints'</i></p> <p><i>...a) If you have an enquiry, complaint or dispute, please contact us on 1800 038 241. We will handle your complaint in accordance with our standard complaints and dispute resolution procedures (including the Australian Standard on Complaints Handling (AS/NZS 10002:2014)), which you can find on our website, and let you know of our decision and any right you have to take the matter to the Ombudsman.</i></p> <p><i>b) You can ask us for a copy of our standard complaints and dispute resolution handling procedures and more information about our complaints procedure and the Ombudsman...</i></p> <p>Additionally, from walkthrough performed, we inspected a sample of a disconnection warning issued to a customer checked that the required information under the clause had been included and thus provided to the customer.</p> <p>Based on discussions and review of documentation, we noted that Simply Energy was compliant with the obligation for the audit period.</p>	
		Priority 5	Control Adequacy: N/P	Compliance Rating: 1
80	Energy Coordination (Customer Contracts) Reg 44	A fixed term non-standard contract must require that when a non-standard contract is due to expire, a Licensee must issue a notice in writing to a customer not more than 2 months and not less than one month before the day on which the contract is due to expire (or at the commencement of the contract if the contract is less than 1 month) with information about: the expiry date; alternative supply options, and the terms and conditions for continued supply post contract expiry.	<p>Through discussions with the Regulatory and Compliance Team, we noted that Simply Energy contracts do not have a fixed term. As such, there is no expiry date and no requirement for an expiry notice.</p> <p>Based on discussions, we note that Simply Energy is compliant with the obligation for the audit period.</p>	
		Priority 5	Control Adequacy: N/P	Compliance Rating: 1

4. DETAILED FINDINGS (CONT.)

4.4 Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings			
12 Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)						
83	Energy Coordination (Customer Contracts) Reg 46 (1)	<p>Upon request, a Licensee must provide a customer with a copy of the Energy Coordination (Customer Contract) Regulations 2004 or a relevant code.</p> <table border="1"> <tr> <td>Priority 5</td> <td>Control Adequacy: N/P</td> <td>Compliance Rating: 1</td> </tr> </table>	Priority 5	Control Adequacy: N/P	Compliance Rating: 1	<p>Based on our review of the Non-Standard contract Welcome Pack we note that Simply Energy addresses the matter outlined in this obligation within its Contract Terms & Conditions:</p> <p><i>'Section 11.6 Further information'</i></p> <p><i>...If you would like further information about any of the following, please get in touch with us and we will provide you copies of:</i></p> <p><i>a) a copy of the Energy Coordination (Customer Contracts) Regulations 2004 (WA)...</i></p>
Priority 5	Control Adequacy: N/P	Compliance Rating: 1				
84	Energy Coordination (Customer Contracts) Reg 46 (4)	<p>A Licensee must ensure that a copy of the Energy Coordination (Customer Contract) Regulations 2004 or a relevant code is available for inspection at its offices at no charge.</p> <table border="1"> <tr> <td>Priority 5</td> <td>Control Adequacy: N/P</td> <td>Compliance Rating: 1</td> </tr> </table>	Priority 5	Control Adequacy: N/P	Compliance Rating: 1	<p>Based on enquiries with the Regulatory and Compliance Team we obtained evidence and confirmed that Simply Energy have a copy of the Energy Coordination (Customer Contract) Regulations 2004 available at the front desk of their offices.</p>
Priority 5	Control Adequacy: N/P	Compliance Rating: 1				
84A	Energy Coordination (Customer Contracts) Reg 47(2) and (4)	<p>A Licensee must provide available bill data to customers upon request free of charge subject to clause 47(2) and (4) of the Energy Coordination (Customer Contracts) Regulations 2004.</p> <table border="1"> <tr> <td>Priority 5</td> <td>Control Adequacy: N/P</td> <td>Compliance Rating: N/R</td> </tr> </table>	Priority 5	Control Adequacy: N/P	Compliance Rating: N/R	<p>Based on discussions with the Regulatory and Compliance Team and through review of Simply Energy's Welcome Pack, we noted that customer are able to request any number of documents and information relating to their account. This information includes their own billing data, free of charge.</p> <p>Throughout the audit period, Simply Energy received no requests by a customer for their billing data. As such, this obligation was unable to be rated for compliance.</p>
Priority 5	Control Adequacy: N/P	Compliance Rating: N/R				
91	Energy Coordination (Customer Contract) Reg 42	<p>A non-standard contract must require the Licensee to notify the customer of any amendment to a non- standard contract.</p> <table border="1"> <tr> <td>Priority 5</td> <td>Control Adequacy: N/P</td> <td>Compliance Rating: 1</td> </tr> </table>	Priority 5	Control Adequacy: N/P	Compliance Rating: 1	<p>Based on discussions with the Regulatory and Compliance Team and from examination of the Non-Standard Form Contract and Welcome Pack we note that Simply Energy addresses the matters outlined in this obligation through its Non-standard contract.</p> <p><i>'Section 3.6 Changes to Charges'</i></p> <p><i>...b)If a change to the Charges affects you, we will also give you a notice as soon as practicable after the change is gazetted or published, and in any event no later than your next bill. The notice of the change may be included on your bill...</i></p>
Priority 5	Control Adequacy: N/P	Compliance Rating: 1				

4. DETAILED FINDINGS (CONT.)

4.5 Licence Conditions

No.	Obligation Reference	Obligation Description	Observations and Findings
13 Licence Compliance Requirements - Licence Conditions			
96	Trading Licence clause 16.2	<p>A Licensee must comply and require its expert to comply with the ERA's standard guidelines dealing with the performance audit.</p> <p>Priority 4</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	<p>The Audit Plan was submitted to the ERA on 14 March 2022 and was subsequently approved on 21 March 2022. The Audit Plan commits Simply Energy and RSM (as the appointed independent auditor) to complying with the prescribed audit guidelines and reporting manual issued by the ERA.</p> <p>RSM confirms that this audit was undertaken utilising the ERA's 2019 version of the Audit Guidelines: Electricity and Gas Licences.</p>
97	Trading Licence clause 16.4	<p>A Licensee's independent auditor must be approved by the ERA prior to the audit.</p> <p>Priority 5</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	<p>On 7 February 2022, with the ERA's approval, Simply Energy appointed RSM as the independent auditor to undertake the Performance Audit covering the period 1 March 2020 to 28 February 2022.</p>
98	Trading Licence clause 17	<p>A Licensee may be subject to individual performance standards.</p> <p>Priority 5</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: N/R</p>	<p>Simply Energy advised that they have not been subject to individual performance standards throughout the audit period.</p> <p>In addition, Simply Energy have set up a Regulatory Advice mailbox for correspondence with the ERA. All members of the Simply Energy Regulatory and Compliance Team have access to the mailbox.</p>
99	Trading Licence clause 20	<p>Unless otherwise specified, all notices must be in writing and will be regarded as having been sent and received in accordance with defined parameters.</p> <p>Priority 5</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	<p>Through discussion with the Regulatory and Compliance Team and from assessment on formal communications with the ERA, we confirmed that Simply Energy have set up an email mailbox that is used by the whole Regulatory and Compliance Team to communicate with the ERA.</p> <p>As a result of the above, this obligation has been assessed as "compliant" for the audit period.</p>

4. DETAILED FINDINGS (CONT.)

4.5 Licence Conditions (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
13 Licence Compliance Requirements - Licence Conditions			
100	Trading Licence clause 21.1	<p>A Licensee and any related body corporate must maintain accounting records that comply with the Australian Accounting Standards Board or equivalent International Accounting Standards.</p> <p>Priority 4 Control Adequacy: N/P Compliance Rating: 1</p>	<p>Through discussions with the Regulatory and Compliance Team we noted that Simply Energy's accounting processes are set up to comply with accounting standards in order to ensure compliance with the Corporations Act.</p> <p>Management advised that:</p> <ul style="list-style-type: none"> Are prepared in accordance with the requirements of the Corporations Act 2001, Australian Accounting Standards and other authoritative pronouncements of the Australian Accounting Standards Board (AASB); and Adopt all new and amended Accounting Standards and Interpretations issued by the AASB that are relevant to the operations of the Group and effective for reporting periods. <p>Simply Energy provided their financial statements for the audit period and as such we are verified the effectiveness of controls in place.</p> <p>Based on discussions and through review of documentation, we noted that Simply Energy was compliant with the obligation for the audit period.</p>
101	Trading Licence clause 22.1	<p>A Licensee must report to the ERA if the Licensee is under external administration or experiences a significant change in its corporate, financial or technical circumstances that may affect the Licensee's ability to meet its obligations under this licence within 10 business days of the change occurring.</p> <p>Priority 4 Control Adequacy: N/P Compliance Rating: N/R</p>	<p>Simply Energy's Regulatory and Compliance Team confirmed that during the audit period, Simply Energy was not under external administration and did not experience a significant change in its corporate, financial or technical circumstances that may affect its ability to meet its Licence obligations.</p>

4. DETAILED FINDINGS (CONT.)

4.5 Licence Conditions (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
13 Licence Compliance Requirements - Licence Conditions			
102	Trading Licence clause 23.1	A Licensee must provide to the ERA any information that the ERA may require in connection with its functions under the Energy Coordination Act 1994 in the time, manner and form specified by the ERA.	<p><i>Obligations 102 to 103</i></p> <p>From walkthrough performed with Simply Energy's Regulatory and Compliance Team we noted that all correspondence from the ERA regarding due dates of publications is communicated to Simply Energy via the centralised mailbox.</p> <p>We reviewed correspondence with the ERA requesting submission of the annual compliance report and annual performance report for both the 2019/2020 and 2020/2021 reporting years.</p> <p>We noted that the annual compliance report is due for submission to the ERA is due on the 31st of August 2020 and 2021 for each respective reporting period. Through review of the correspondence with the ERA and Simply Energy, we observed that Simply Energy submitted their compliance reports within the specified timeframes, on the 31st of August and the 20th of August for 2020 and 2021 respectively.</p> <p>Additionally, we noted that the annual performance report is due for submission to the ERA is due on the 30th of September 2020 and 2021 for each respective reporting period. Through review of the correspondence with the ERA and Simply Energy, we observed that Simply Energy provided the information regarding the performance report prior to the due dates specified by the ERA. Additionally, we noted that Simply Energy subsequently uploaded the required performance data to their website.</p>
		Priority 4	
103	Trading Licence clause 24	A Licensee must publish any information it is directed by the ERA to publish, within the timeframes specified.	<p>Additionally, we noted that the annual performance report is due for submission to the ERA is due on the 30th of September 2020 and 2021 for each respective reporting period. Through review of the correspondence with the ERA and Simply Energy, we observed that Simply Energy provided the information regarding the performance report prior to the due dates specified by the ERA. Additionally, we noted that Simply Energy subsequently uploaded the required performance data to their website.</p>
		Priority 4	

4. DETAILED FINDINGS (CONT.)

4.5 Licence Conditions (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
13 Licence Compliance Requirements - Licence Conditions			
106	Trading Licence clause 12.2	A Licensee must, if directed by the ERA, review the standard form contract and submit to the ERA the results of that review within the time specified by the ERA.	<p><i>Obligations 106 to 108</i></p> <p>From walkthroughs performed with the Regulatory and Compliance Team and from review of correspondence between Simply Energy and the ERA:</p> <ul style="list-style-type: none"> We noted Simply Energy have a Regulatory Advice mailbox set up with the ERA which will notify the Regulatory and Compliance Team of any requests. The whole team have access to this mailbox and all emails sent to/from this mailbox are retrievable. If the ERA requests Simply Energy to make any changes to their contract templates, the Regulatory and Compliance Team works with the Legal Team to manage and draft standard form contracts. The Marketing Team then formats the document, and it is sent back to the Legal Team to then be approved by the ERA. The current version of the Standard Form Contract was approved for use by the ERA. This version of the contract is available on Simply Energy's website. <p>During the audit period, no instances were identified where Simply Energy were directed by the ERA to review the standard form contract and submit the results of the review.</p>
		Priority 5	
107	Trading Licence clause 12.3	A Licensee must comply with any direction given by the ERA in relation to the scope, process and methodology of the standard form contract review.	
		Priority 5	
108	Trading Licence clause 13.1	A Licensee must only amend the standard form contract in accordance with the Energy Coordination Act 1994 and Regulations.	
		Priority 4	Control Adequacy: N/P
109	Trading Licence clause 15.1 and 15.2	A Licensee must maintain supply to a customer if it supplies, or within the last 12 months supplied, gas to that customer's premises unless another supplier starts supplying the customer.	<p>The Regulatory and Compliance Team confirmed that Simply Energy will continue to supply gas to a customer's premises unless the customer enters into a contract with another retailer or unless the customer breaches the standard terms and conditions of their contract or cancels their account.</p> <p>In addition, during the audit period, Simply Energy made a business decision to not disconnect customers in WA for non-payment, no access to the meter and for non-identification (deemed customers - where gas usage is recorded but no customer is allocated to that account).</p>
		Priority 4	Control Adequacy: N/P

4. DETAILED FINDINGS (CONT.)

4.5 Licence Conditions (Cont.)

No.	Obligation Reference	Obligation Description			Observations and Findings
13 Licence Compliance Requirements - Licence Conditions					
110	Trading Licence Schedule 3 clause 1.5	A Licensee must provide the ERA within 3 business days of a request by the ERA with reasons for refusing to commence supply to a customer if requested by the ERA.			Simply Energy's Regulatory and Compliance Team confirmed that during the audit period, Simply Energy did not receive any request from the ERA to refusal of supply to a customer.
		Priority 4	Control Adequacy: N/P	Compliance Rating: N/R	
111	Trading Licence Schedule 3 clause 1.7	A Licensee must comply with a direction from the ERA to supply a customer, subject to specified conditions.			Simply Energy's Regulatory and Compliance Team confirmed that during the audit period, Simply Energy did not receive any direction from the ERA to supply a customer, subject to specified conditions.
		Priority 4	Control Adequacy: N/P	Compliance Rating: N/R	
112	Trading Licence Schedule 3 clause 2.1 to 2.2	A Licensee must provide reasonable information relating to its activities under the licence as requested by the holder of a distribution licence to enable for the safe and efficient operation of the relevant distribution system, provided such disclosure does not prejudice the commercial interests of the Licensee.			Discussions with the Regulatory and Compliance Team noted that Simply Energy has established a contractual relationship with ATCO. We note that the retailer, distributor arrangement includes constant information sharing to ensure safe and efficient operation of the distribution system.
		Priority 4	Control Adequacy: N/P	Compliance Rating: 1	
113	Trading Licence Schedule 3 clause 3.1	A Licensee must notify the Minister at least one month before a change to any price, price structure, fee or interest rate under the standard form contract is to come into effect.			<p>Through discussions with the Regulatory and Compliance Team we confirmed that during the audit period Simply Energy did not make changes to any price, price structure, fee or interest rate under the Standard Form Contract (SFC) and any changes made would be based on the directions of the ERA.</p> <p>We confirmed that there was a tariff variation during the audit period. We review communication between Simply Energy and the Minister of Energy, where they provided notification to the Minister of updated tariffs rates accordingly on 31 May 2021 (effective from 1 July 2021).</p> <p>Based on discussions and through review of documentation, we noted that Simply Energy was compliant with the obligation for the audit period.</p>
		Priority 4	Control Adequacy: N/P	Compliance Rating: 1	

4. DETAILED FINDINGS (CONT.)

4.6 Gas Marketing Code of Conduct

No.	Obligation Reference	Obligation Description	Observations and Findings
14 Licence Compliance Requirements - Gas Marketing			
116	Trading Licence clause 19.1	A retailer must ensure that its gas marketing agents comply with Part 2 of the Code of Conduct.	<p>Non-Compliance</p> <p>Through discussions with the Regulatory and Compliance Team, we noted that all Simply Energy marketing agents are appropriately trained to ensure compliance.</p> <p>In addition, we completed a sample of 23 sales, in accordance with RSM's Sampling Methodology (based on ASA 540 Audit Sampling) to ensure Simply Energy's compliance with the Code of Conduct.</p> <p>Based on our testing, we noted that in one instance Simply Energy did not provide the customer their Welcome Pack (which include a copy of the non-standard contract) within 5 days of signing as per required in clause 2.3(1)(b)(ii) of the Code of Conduct.</p> <p>For the one sample, we noted that the date the Welcome Pack was provided to the customer on 20 October 2022 regarding a contract with a signing date 27 of April 2022. Management advised that this was due to a system issue. We acknowledge that Simply Energy have subsequently implemented controls to identify unsent Welcome Packs.</p> <p>Recommendation</p> <p><i>We recommend Simply Energy to monitor the system fix implementation as well as provide refreshing training where appropriate to ensure that the issues do not reoccur.</i></p>
		Priority 2	Control Adequacy: A Compliance Rating: 2

4. DETAILED FINDINGS (CONT.)

4.6 Gas Marketing Code of Conduct (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
14 Licence Compliance Requirements - Gas Marketing (Cont.)			
117	Trading Licence clause 19	A retailer or gas marketing agent must ensure that standard form contracts that are not unsolicited consumer agreements are entered into in the manner and satisfying the conditions specified.	
		Priority 4	
118	Trading Licence clause 19	If a customer enters into a standard form contract that is not an unsolicited consumer agreement, the retailer or gas marketing agent must give the customer the information specified in clause 2.2(2) before or at the time of giving the customer's first bill, unless the retailer or gas marketing agent has provided the information to the customer in the preceding 12 months or informed the customer how the information may be obtained (unless the customer has requested to receive the information)	<p><i>Obligations 117 to 118</i></p> <p>Through discussions with the Simply Energy Regulatory and Compliance Team, we noted that during the audit period, Simply Energy did not have any customers contracted under a Standard Form contract. As such the obligation could not be rated for compliance.</p>
		Priority 4	

4. DETAILED FINDINGS (CONT.)

4.6 Gas Marketing Code of Conduct (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings			
14 Licence Compliance Requirements - Gas Marketing (Cont.)						
119	Trading Licence clause 19	When a customer enters into a non-standard contract that is not an unsolicited consumer agreement, a retailer or gas marketing agent must obtain and make a record of the customer's verifiable consent to entering into the non-standard contract.	Priority 4	Control Adequacy: A	Compliance Rating: 1	<p>Non-Compliance <i>Obligations 119 to 120A</i></p> <p>We completed a sample testing on 23 sales in accordance with RSM's Sampling Methodology (based on ASA 540 <i>Audit Sampling</i>) to confirm compliance with these obligations to assess Obligation 116. We have used the information and results from detailed testing performed to confirm compliance with Obligations 119 and 120A.</p> <p>Simply Energy's sales channels include online and telesales. Our testing included reviewing:</p> <ul style="list-style-type: none"> ▪ Sales phone call records (EIC Records); ▪ Welcome Packs and Plan Summaries; and ▪ Bills. <p>Based on our testing, we noted that in one instance Simply Energy did not provide the customer their Welcome Pack (which include a copy of the non-standard contract) within 5 days of signing as per required in clause 2.3(1)(b)(ii) of the Code of Conduct.</p> <p>For the one sample, we noted that the date the Welcome Pack was provided to the customer on 20 October 2022 regarding a contract with a signing date 27 of April 2022. Management advised that this was due to a system issue. We acknowledge that Simply Energy have subsequently implemented controls to identify unsent Welcome Packs.</p> <p>Recommendation</p> <p><i>We recommend Simply Energy to monitor the system fix implementation as well as provide refreshing training where appropriate to ensure that the issues do not reoccur.</i></p>
119A	Trading Licence clause 19	When a customer enters into a non-standard contract that is not an unsolicited consumer agreement, a retailer or gas marketing agent must give, or make available to the customer at no charge, a copy of the nonstandard contract at the times specified in clause 2.3(1)(b)(i) and (ii)	Priority 4	Control Adequacy: A	Compliance Rating: 2	
120A	Trading Licence clause 19	A retailer or gas marketing agent must ensure that the information specified is provided to the customer before entering into a non-standard contract.	Priority 4	Control Adequacy: A	Compliance Rating: 1	

4. DETAILED FINDINGS (CONT.)

4.6 Gas Marketing Code of Conduct (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
14 Licence Compliance Requirements - Gas Marketing Code of Conduct (Code of Conduct) (Cont.)			
120B	Trading Licence clause 19	Subject to clause 2.3(3), if entering into a non-standard contract, a retailer or gas marketing agent must give the customer the information specified in clauses (a)-(h) before or at the time of giving the customer's first bill	<p>Through discussions with Simply Energy's Regulatory and Compliance Team and through the review of Customer Service agent's work instructions, we note that the customer's Welcome Pack contains all pertinent information or direct links to where the customer can find the information.</p> <p>Based on discussions and review of documentation, we note that Simply Energy was compliant with the obligation through the audit period.</p>
		<p>Priority 4</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	
121A	Trading Licence clause 19	A retailer or gas marketing agent must obtain a customer's verifiable confirmation that the information specified in clause 2.3(2) has been given	<p>Through discussions with the Regulatory and Compliance Team, walkthrough of the online sign up process and through a review of call scripts, we noted that gas marketing agents must receive clear 'yes' responses to questions presented in the script.</p> <p>These questions include confirmation that the information specified in clause 2.3(2) of the Gas Marketing Code of Conduct has been provided to the customer.</p> <p>Additionally, through a sample testing of phone sales completed during assessment performed for Obligation 116, we verified that Customer Service agents present the required information to customers.</p> <p>Based on discussions and review of documentation, we note that Simply Energy was compliant with the obligation through the audit period.</p>
		<p>Priority 4</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	

4. DETAILED FINDINGS (CONT.)

4.6 Gas Marketing Code of Conduct (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
14 Licence Compliance Requirements - Gas Marketing Code of Conduct (Code of Conduct) (Cont.)			
123	Trading Licence clause 19	<p>A retailer or gas marketing agent must ensure that a customer is able to contact the retailer or gas marketing agent on the retailer's or gas marketing agent's telephone number during the normal business hours of the retailer or gas marketing agent for the purposes of enquiries, verifications and complaints.</p> <p>Priority 4</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	<p>From review of a sample of customer bills, welcome packs, Simply Energy's website and walkthroughs performed, we confirmed:</p> <ul style="list-style-type: none"> Simply Energy's phone contact details were made available to all customers; and The call centre phone lines are open 8am to 7pm (AEST) and the Live Chat feature is available 8am to 8pm (AEST).
124	Trading Licence clause 19	<p>A retailer or gas marketing agent who contacts a customer for the purposes or marketing must, on request, provide the customer with the retailer's complaints telephone number, the gas ombudsman's telephone number and, for contact by a gas marketing agent, the gas marketing agent's marketing identification number.</p> <p>Priority 4</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	<p>Through discussions with the Regulatory and Compliance Team and walkthrough of examples of customer bills provided, welcome packs and sales calls, we confirmed that these channels contained all relevant information regarding Simply Energy's Complaints Management process if requested.</p>

4. DETAILED FINDINGS (CONT.)

4.6 Gas Marketing Code of Conduct (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
14 Licence Compliance Requirements – Gas Marketing Code of Conduct (Code of Conduct) (Cont.)			
128	Trading Licence clause 19	<p>A gas marketing agent must:</p> <ul style="list-style-type: none"> keep a record of each complaint made by a customer, or person contacted for the purposes of marketing, about the marketing carried out by or on behalf of the gas marketing agent; and on request by the gas ombudsman in relation to a particular complaint, give to the gas ombudsman all information that the gas marketing agent has relating to the complaint within 28 days of receiving the request. 	<p>Through discussions with Simply Energy's Customer Relation Team, we confirmed the following for the recording and monitoring of customer complaints:</p> <ul style="list-style-type: none"> All complaints are stored within Simply Energy's Salesforce system. The database includes all complaints raised by customers, including those relating to any marketing activities. Complaints and feedback can be lodged by phone, email, social media or via writing. All relevant information is recorded in salesforce. The Customer Relations Team monitors all requests for information from the Energy and Water Ombudsman (WA) through a dedicated mailbox. Simply Energy advised that all requests are actioned within 28 days. <p>We completed a detailed walkthrough and examination of 3 complaints and noted that all relevant details are captured within the database.</p> <p>Additionally, we sighted emails between Simply Energy and the Electricity and Water Ombudsman (WA) and noted timely and transparent communication. Review of screenshots of Simply Energy's compliance register, we noted no compliance breaches noted by the Electricity and Water Ombudsman (WA).</p> <p>Finally, based on walkthrough and assessment of the compliance breach register, it was confirmed that there were no non-compliance breaches noted specific to this obligation during the audit period.</p>
		Priority 4	Control Adequacy: N/P Compliance Rating: 1
129	Trading Licence clause 19	<p>Any record that a gas marketing agent is required to keep by the Code of Conduct, must be kept for at least 2 years after the last time the person to whom the information relates was contacted by or on behalf of the gas marketing agent.</p>	<p>Through discussions with the Regulatory and Compliance Team, we noted that there were no system restrictions on the period that customer records are stored within HubPlus.</p> <p>We inspected records in the system and noted that Simply Energy keeps records for at least two years for Western Australian customers as a system walkthrough of a customer checked that records are continuously held.</p>
		Priority 4	Control Adequacy: N/P Compliance Rating: 1

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium)			
Connections			
134	Compendium clause 3.1(1)	<p>If a retailer agrees to sell gas to a customer or arrange for the connection of the customer's supply address, the retailer must forward the customer's request for the connection to the relevant distributor.</p> <p>Priority 4 Control Adequacy: N/P Compliance Rating: 1</p>	<p><i>Obligation 134 and 135</i></p> <p>We reviewed the process for Simply Energy selling gas to an existing or new customer. We confirmed that the system architecture has been set up in line with the requirements, such that all requests are provided to ATCO as the distributor.</p> <p>In addition, we have sighted the process map describing the process of forwarding the requests to ATCO. This process includes:</p> <ul style="list-style-type: none"> Simply Energy forwarding a customer's request for connection to the supply address to ATCO, the distributor, by raising a service order within HubPlus. To raise the service order, the distributor will be identified and the service order will specify the request for gas to be supplied to the property for the new customer. For urgent requests Simply Energy would need to confirmation from the distributor. In this case, the process is to call or send an email to the distributor after raising the Service Order to confirm if they received it and for them to confirm if they will be able to attend the same day request.
135	Compendium clause 3.1(2)	<p>Unless the customer agrees otherwise, a retailer must forward the customer's request for the connection to the relevant distributor that same day, if the request is received before 3pm on a business day; or the next business day, if the request is received after 3pm or on a weekend or public holiday.</p> <p>Priority 4 Control Adequacy: N/P Compliance Rating: 1</p>	<p>We also confirmed that Simply Energy has addressed previous audit finding by implementing a process on 31 March 2021, to monitor the time taken to forward WA connection request ensuring they are aligned with Clause 3.1 requirements.</p> <p>Based on discussions and review of documentation, we note that Simply Energy was compliant with the obligation through the audit period.</p>

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Billing			
136	Compendium clause 4.1(a)	A retailer must issue a bill no more than once a month unless the conditions specified in 4.1(a)(i)-(iv) apply.	<p>Section 4.1 of the Compendium requires Simply Energy to bill each customer no more than once a month, and at least once every 105 days unless Simply Energy has received verifiable consent to bill in a different manner.</p> <p>Through discussions with Simply Energy's Billing Team, we noted the following:</p> <ul style="list-style-type: none"> ▪ Billing is an automated process based around the receipt of reads every three months from the distributor. ▪ There are not shortened billing periods in place for any Simply Energy customers. <p>Additionally, through review of the Non-Standard Contract, Simply Energy only allows for a billing period of no less than once a month and no less than once every 3 months unless agreed otherwise.</p> <p>Based on enquiries and examination of documentation, we noted that there were no instances during the audit period where a customer was billed more than once a month, hence we can conclude that Simply Energy were compliant with the obligation during the audit period.</p>
		Priority 4	Control Adequacy: N/P Compliance Rating: 1

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Billing (Cont.)			
137	Compendium clause 4.1(b)	A retailer must issue a bill at least every 105 days unless the conditions specified are met.	<p>Through discussions with the Regulatory and Compliance Team and through review of the Non-Standard Contract, Simply Energy only allows for a billing period of no less than once a month and no less than once every 3 months unless agreed otherwise.</p> <p>Through review of the billing process workflows, we noted that Simply Energy keep a record of all meter reading exceptions over the past 12 months for each customer.</p> <p>Each bill is based on either actual or estimated meter readings provided by the distributor ATCO. ATCO undertakes the meter reading process of each customer every 3 months (89.5 days). If ATCO is unable to read the meter, substituted reads are provided based on the individual customer's historical gas consumption.</p> <p>In those cases, where a customer has not received a bill within the past 100 days, Simply Energy Billing Team will investigate.</p> <p>Additionally, Simply Energy have an unbilled reporting process to note any bills that are not received by Simply Energy within 5 days of meter reading.</p> <p>From walkthrough performed on Simply Energy Billing process and examination of a sample of bills, we noted that the details related to dates and period included in the bill are in compliance with the timeframe set up in the Obligation.</p> <p>Based on enquiries and examination of documentation, we can conclude that Simply Energy were compliant with the obligation during the audit period.</p>
		Priority 4	Control Adequacy: N/P Compliance Rating: 1

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Billing (Cont.)			
146	Compendium clause 4.4	<p>A retailer must issue a bill to a customer at the address nominated by the customer, which may be an email address.</p> <p>Priority 4</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	<p>Through discussions with the Regulatory and Compliance Team, review of Work Instructions as well as a walkthrough of the customer creation process, we confirmed that the mailing address to which bills are sent is collected at the point of sale, along with the mailing preference.</p> <p>The mailing preference determines whether the bill is sent to a physical address or email address. Individual customer preferences are recorded within the HubPlus system.</p> <p>The Regulatory and Compliance team confirmed and through a review of complaints data, there were no instances during the period where bills were issued to the incorrect address.</p>
147	Compendium clause 4.5(1)	<p>Unless the customer agrees otherwise, a retailer must include the minimum prescribed information in clauses 4.5(1)(a)-(cc) on the customer's bill.</p> <p>Priority 4</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	<p>Through discussions with the Regulatory and Compliance Team and review of the setup of the HubPlus system, we note that the design of the system includes requirements (a) to (cc) as prescribed under clause 4.5(1) of the Gas Compendium.</p> <p>Additionally, through examination of Simply Energy Non-Standard Form Contract and example of bills assessed during walkthrough performed, we noted that requirements (a) through (cc) are also included.</p> <p>Based on enquiries and examination of documentation, it was concluded that Simply Energy has complied with the obligation during the audit period.</p>
150	Compendium clause 4.6	<p>A retailer must base a customer's bill on the distributor's or metering agent's reading of the meter at the customer's supply address, or the customer's reading of the meter provided the retailer and the customer agreed that the customer will read the meter.</p> <p>Priority 4</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	<p>Through discussions with the Regulatory and Compliance Team, we noted that:</p> <ul style="list-style-type: none"> The distributor ATCO carries the meter reading responsibilities ATCO automatically uploads meter reads into the Simply Energy System. Customer bills are automatically generated from the details provided from the read by ATCO. Appropriate logic and calculations are setup to ensure accuracy of billing. If applicable, Simply Energy accepts customer own meter read in WA. <p>Based on the above, it was confirmed that Simply Energy bases customer bills on either a distributor reading of the meter or a customer's reading of the meter (where applicable).</p>

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Billing (Cont.)			
152	Compendium clause 4.7(1)	A retailer must use its best endeavours to ensure that metering reading data is obtained as frequently as is required to prepare its bills.	<p>From a walkthrough of the billing process, we confirmed that Simply Energy's WA customers are billed quarterly based on meter reads provided by ATCO.</p> <p>Through review of bills throughout the walkthrough process, we noted that in most cases, bills are flagged with 'A' for actual metering data.</p> <p>If ATCO is unable to read the meter, a market estimate is provided and AGL will bill the customer based on the estimate.</p> <p>Based on enquiries and examination of documentation, it was concluded that Simply Energy has complied with the obligation during the audit period.</p>
		Priority 5	Control Adequacy: N/P
153	Compendium clause 4.7(2)	Subject to subclause 4.7(3). A retailer must ensure that at least once every 12 months it obtains metering data in accordance with clause 4.6(a).	<p>Through discussions with the Regulatory and Compliance Team, we noted that the HubPlus system will identify that the account has not had an actual meter reading in the past 12 months and this will result in a read rejection letter being issued to the customer.</p> <p>Simply Energy have a billing exceptions team who oversee this area and will issue letters as necessary. Contact needs to be made with the customer whereby the customer service agent will advise the customer that an appointment can be made for the distributor to attend the property and obtain the actual meter data.</p> <p>Based on enquiries and examination of documentation, it was concluded that Simply Energy has complied with the obligation during the audit period.</p>
		Priority 5	Control Adequacy: N/P

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Billing (Cont.)			
154	Compendium clause 4.8(1)	A retailer must give the customer an estimated bill in the manner specified, if the retailer is unable to reasonably base a bill on a reading of the meter.	<p>Simply Energy advised that where the distributor, ATCO have not been able to obtain actual readings, estimated readings are provided based on historical data.</p> <p>Simply Energy make the customer aware of the situation and provide the option and guidance for the customer to read the meter themselves and send a picture to Simply Energy so they can prepare the bill in a more accurate way with an actual reading collected by the customer. If the bill has been estimated, this will be shown within the bill, in the section which details all rates and usage.</p> <p>Based on the above, it was confirmed that if Simply Energy is unable to reasonably base a bill on a reading of the meter, an estimated bill is issued to the customer in the manner specified in Clause 4.8 of the Compendium.</p>
		Priority 4	Control Adequacy: N/P Compliance Rating: 1
155	Compendium clause 4.8(2)	Where the customer's bill is estimated, a retailer must clearly specify on the customer's bill the information prescribed in clauses 4.8(2)(a)-(c).	<p>We completed a walkthrough of the Simply Energy billing process with a focus on estimated bills, we noted that the system is set up specifically to include information showing:</p> <ul style="list-style-type: none"> that the bill is estimated; and the reason and basis for the estimation. <p>As part of walkthroughs completed, we examined examples of customer's bills issued and noted that each of examples provided showed the required information.</p> <p>Based on enquiries and examination of documentation, it was concluded that Simply Energy has complied with the obligation during the audit period.</p>
		Priority 4	Control Adequacy: N/P Compliance Rating: 1

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Billing (Cont.)			
156	Compendium clause 4.8(3)	<p>Upon request, a retailer must inform a customer of the basis and the reason for the estimation.</p> <p>Priority 4</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	<p>Through discussions with the Regulatory Team and review of a sample of estimated bills, we noted that all contained the basis and reason for the estimation.</p> <p>Simply Energy advised that where necessary, customer service agents are trained to explain to customers how estimated reads are created. In those cases, they will advise the customer and provide guidance for the customer to read the meter themselves and provide evidence of the read.</p> <p>Based on enquiries and examination of documentation, it was concluded that Simply Energy has complied with the obligation during the audit period.</p>
157	Compendium clause 4.9	<p>If a retailer gives a customer an estimated bill, and the meter is subsequently read, the retailer must include an adjustment on the next bill to take account of the actual meter reading.</p> <p>Priority 4</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	<p>Through discussions with the Regulatory Team and review of a sample of estimated and adjusted bills, we noted that Simply Energy provides the option and guidance for the customer to read the meter themselves or have an actual read arranged.</p> <p>We note that if an actual read is made, the estimated bill is adjusted for the actual reading and this amount is offset against the following bill.</p> <p>We reviewed a sample of three estimated and three adjusted bills, noting no issues.</p> <p>Based on enquiries and examination of documentation, it was concluded that Simply Energy has complied with the obligation during the audit period.</p>

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Billing (Cont.)			
158	Compendium clause 4.10	<p>If a retailer has based a bill upon an estimation because the customer failed to provide access to the meter, and the customer subsequently requests the retailer to provide a bill based on a reading of the meter and provides access to the meter, and pays the retailer's reasonable charge for reading the meter (if any), the retailer must do so.</p> <p>Priority 5</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	<p>From review of the Non-Standard Contract and Standard Form Contract terms and conditions and a sample of customer bills, as well as walkthrough discussions we noted that if a customer is billed based on an estimate, they are able to request an actual read.</p> <p>Simply Energy advised that there is a Service Order fee for special reads, but this is commonly waived.</p> <p>Following the completion of the actual read, the data flows through the regular billing process and customer bills are adjusted based on the actual and previous estimated read.</p> <p>Based on enquiries and examination of documentation, we can conclude that Simply Energy were compliant with the obligation during the audit period.</p>
159	Compendium clause 4.11(1)	<p>If a customer requests the meter to be tested and pays a retailer's reasonable charge (if any) for doing so, a retailer must request the distributor or metering agent to do so.</p> <p>Priority 4</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	<p><i>Obligations 159 to 160</i></p> <p>Through discussions with the Regulatory and Compliance Team, we noted that Simply Energy will raise a request for a meter test to be performed by the distributor ATCO, where the customer has made such a request and pays the test fee stipulated by ATCO.</p>
160	Compendium clause 4.11(2)	<p>If the meter is tested and found to be defective, the retailer's reasonable charge for testing the meter (if any) is to be refunded to the customer.</p> <p>Priority 4</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	<p>Simply Energy has a documented process in place whereby agents are able to raise a Service Order request and note the details of the service order being requested (meter test) to be performed by ATCO.</p> <p>If the meter fails testing and is found to be faulty, the test fee will be refunded. Details can be found within Simply Energy's Non-Standard Form Contract.</p> <p>Based on enquiries and examination of documentation, it was concluded that Simply Energy has complied with the obligation during the audit period.</p>

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium)			
Billing (Cont.)			
164	Compendium clause 4.14(1)	<p>If a customer requests a retailer to issue a final bill at the customer's supply address, a retailer must use reasonable endeavours to arrange for that final bill in accordance with the customer's request.</p> <p>Priority 5</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	<p>Through enquiries with the Regulatory and Compliance Team, we noted that a final bill is issued upon a customer's request and must obtain the customers mailing address.</p> <p>To complete the final bill, a final read must be made by raising a service order to the distributor. These service orders are monitored and managed by a team to ensure timely completion.</p> <p>Simply Energy will organise for the distributor to attend the supply address to obtain the final read on the final read date identified. There is a 10 business day timeframe from when a request is first raised to when the final bill is issued to the customer.</p>
165	Compendium clause 4.14(2)	<p>If the customer's account is in credit at the time of account closure, the retailer must, subject to clause 4.14(3), at the time of the final bill ask the customer for instructions on where to transfer the amount of credit (based on clauses 4.14(2)(a) or (b)), and pay the credit in accordance with the customer's instructions within 12 business days or another time agreed with the customer.</p> <p>Priority 4</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	<p>Through discussions and walkthroughs performed with the Regulatory and Compliance Team as well as examination of documentation, we noted that if the customer's account is in credit at the time of account closure, when the final bill is issued, a "refund request" is triggered (e.g. where a customer account is in credit of at least \$50, the customer is given the option of a refund letter, or it can be requested from the Simply Energy website).</p> <p>To complete the refund process, Simply Energy customers are advised that they can either complete the refund request online using the Refund Webform (https://www.help.simplyenergy.com.au/s/refundrequest-form) or via phone with Simply Energy customer service agent.</p> <p>Customers can choose either refund to a bank account or credit card account which will take up to 10 business days. In rare circumstances, refund via cheque can be requested for a deceased estate which will take up to 12 weeks to pay the refund.</p> <p>Based on the above, it was confirmed that Simply Energy have processed in place to instruct customers on where to transfer the amount of credit in the event a closed account credit was identified during the audit period, thus demonstrating compliance with Compendium clause 4.14(2).</p>

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Billing (Cont.)			
166	Compendium clause 4.15	<p>A retailer must review the customer's bill on request by the customer, subject to the customer paying the lesser of the portion of the bill agreed to not be in dispute or an amount equal to the average of the customer's bill over the previous 12 months and paying any future bills that are properly due.</p> <p>Priority 4 Control Adequacy: N/P Compliance Rating: 1</p>	<p><i>Obligations 166 to 168</i></p> <p>Through examination of the Simply Energy's Billing process, we noted the following in relation to customer dispute of bills.</p> <ul style="list-style-type: none"> Simply Energy agents, are trained to review bills on request without requiring a customer to pay any amount of the bill or a calculated average of the bill over the previous 12 months; Where a customer is not satisfied with the outcome of the initial review conducted the matter will be escalated; Customers may dispute individual bills, this process follows the Simply Energy dispute resolution process. When a bill is placed in dispute, no collection actives are performed and as such no additional charges are applied; The dispute can be raised to a member of the Customer Advocacy Team if the customer chooses to continue to dispute the bill; Simply Energy will review bills as requested and provide the customer with an outcome of the review; and Customer bills are adjusted depending on the outcome of the investigation and customer accounts are credited where appropriate. <p>We note that Simply Energy has sufficient processes in place for the dispute and resolution of complaints or billing disputes. Based on enquiries and examination of documentation, we can conclude that Simply Energy were compliant with the obligation during the audit period.</p>
167	Compendium clause 4.16(1)(a)	<p>If a retailer is satisfied after conducting a review of a bill that the bill is correct, the retailer</p> <ul style="list-style-type: none"> may require a customer to pay the unpaid amount; must advise the customer that the customer may request the retailer to arrange a meter test in accordance with applicable law; and must advise the customer of the existence and operation of the retailer's internal complaints handling processes and details of any applicable external complaints handling processes. <p>Priority 4 Control Adequacy: N/P Compliance Rating: 1</p>	
168	Compendium clause 4.16(1)(b)	<p>If a retailer is satisfied after conducting a review of a bill that the bill is incorrect, the retailer must adjust the bill in accordance with clauses 4.17 and 4.18.</p> <p>Priority 4 Control Adequacy: N/P Compliance Rating: 1</p>	

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Billing (Cont.)			
169	Compendium clause 4.16(2)	The retailer must inform a customer of the outcome of the review (of the bill) as soon as practicable.	<p><i>Obligations 169 to 170</i></p> <p>Through discussions with the Customer Advocacy Team, we noted that the customer making the dispute will be contacted within 24 hours of making the dispute. We note that there is guidance as part of the dispute resolution procedure to respond to a customer in an appropriate timeframe.</p> <p>Based on enquiries and examination of documentation, we can conclude that Simply Energy were compliant with these obligations during the audit period.</p>
		<p>Priority 4</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	
170	Compendium clause 4.16(3)	If the retailer has not informed a customer of the outcome of the review within 20 business days from the date of receipt of the request for review under clause 4.15, the retailer must provide the customer with notification of the status of the review as soon as practicable.	<p>Based on enquiries and examination of documentation, we can conclude that Simply Energy were compliant with these obligations during the audit period.</p>
		<p>Priority 4</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	
171	Compendium clause 4.17(2)	If a retailer proposes to recover an amount undercharged as a result of an error, defect or default for which the retailer or distributor is responsible (including where a meter has been found to be defective), the retailer must follow the procedure specified in clauses 4.17(2)(a)-(e).	<p>Through discussions with the Regulatory and Compliance Team we noted that Simply Energy do not charge late payment fees or accrue interest on undercharged amounts. We reviewed a sample of undercharged customer accounts and noted no additional charges on top of the undercharged amounts.</p> <p>If an undercharge is identified and found to be in error from Simply Energy, the relevant customer will be notified via written letter.</p> <p>If the undercharge is identified via the dispute resolution process with the customer, they are notified following the normal workflow of the resolution process.</p> <p>In addition, when an undercharged amount is identified, if requested, the customer will be assessed for financial hardship and set up with a bill assist / payment plan if the criteria of the hardship policy are met.</p> <p>Based on enquiries and examination of documentation, we can conclude that Simply Energy were compliant with the obligation during the audit period.</p>
		<p>Priority 4</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Billing (Cont.)			
172	Compendium clause 4.18(2) and 4.18(5)	If a customer (including a customer who has vacated the supply address) has been overcharged as a result of an error, defect or default for which a retailer or distributor is responsible (including where a meter has been found to be defective), the retailer must use its best endeavours to inform the customer accordingly within 10 business days of the retailer becoming aware of the error, defect or default and, subject to clauses 4.18(6) and (7) ask the customer for instructions as to whether the amount should be credited to the customer's account; or repaid to the customer. No interest shall accrue to a credit or refund referred to in this clause.	<p><i>Obligations 172 to 175</i></p> <p>Through discussions with the Regulatory and Compliance Team, we confirmed during the audit period, Simply Energy has not overcharged WA customers as a result of an error, defect or default for which the retailer or distributor is responsible.</p> <p>Management advised that in case there is an overcharge that was caused as of an error by Simply Energy or the distributor, the customer is notified in a written document, and in those instances where the overcharge was due to a customer dispute, it follows the dispute process and customer is notified upon the dispute is resolved by Simply Energy.</p> <p>Any EFT refunds will be processed within 5 business days from the request date. If the overcharge was due to an error made by Simply Energy, the refund would be pre-approved in the system. If the refund was due to a resolution of a customer dispute, the refund is approved in line with Simply Energy's Delegation of Authority policy.</p> <p>Based on enquiries and examination of documentation, we can conclude that Simply Energy were compliant with these obligations during the audit period.</p>
		Priority 5	
173	Compendium clause 4.18(3)	If a retailer receives instructions under clause 4.18(2), the retailer must pay the amount in accordance with the customer's instructions within 12 business days of receiving the instructions.	
		Priority 4	
174	Compendium clause 4.18(4)	If a retailer does not receive instructions under clause 4.18(2) within 5 business days of making the request, the retailer must use reasonable endeavours to credit the amount overcharged to the customer's account.	
		Priority 5	Control Adequacy: N/P
175	Compendium clause 4.18(6)	If the overcharged amount is less than \$100, the retailer may notify a customer of the overcharge by no later than the next bill after the retailer became aware of the error, and ask the customer for instructions under clause 4.18(2), or credit the amount to the customer's next bill.	
		Priority 5	Control Adequacy: N/P

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Billing (Cont.)			
175A.	Compendium clause 4.18(7)	If a customer has been overcharged by the retailer, and the customer owes a debt to the retailer, then provided the customer is not a residential customer experiencing payment difficulties or financial hardship, the retailer may, with written notice to the customer, use the amount of the overcharge to set off the debt owed to the retailer. If, after the set off, there remains an amount of credit, the retailer must deal with that amount of credit in accordance with clause 4.18(2); or 4.18(6) where the amount is less than \$100.	<p>Through discussions with the Regulatory and Compliance Team, we noted that Simply Energy has processes in place where they address this obligation. In those cases where a customer that is not experiencing payment difficulties or financial hardship is overcharged, and the customer owes a debt, Simply Energy will offset the amount of an adjustment owed to the customer with the existing owed by the customer to Simply Energy.</p> <p>We understand that this is an automatic process within the billing system. The customer will be notified of the offset in the next issued bill, hence we note that written notice is provided.</p> <p>If there is a credit amount after the offset, then Simply Energy will organise a refund if instructed to do so.</p> <p>Based on enquiries and examination of documentation, we can conclude that Simply Energy were compliant with the obligation during the audit period.</p>
		Priority 5	Control Adequacy: N/P
176	Compendium clause 4.19(1)	If a retailer proposes to recover an amount of an adjustment which does not arise due to any act or omission of the customer, the retailer must follow the procedure specified in clauses 4.19(1)(a)-(d).	<p>Simply Energy advised that they do not charge late payment fees or accrue interest on adjustment amounts.</p> <p>Additionally, similarly, to undercharged customer accounts, if a residential customer has indicated payment difficulty or financial hardship, the customer will be assessed for financial hardship assistance in line with Simply Energy's hardship policy. If accepted onto the hardship/bill assist program, a payment instalment plan will be implemented.</p> <p>Through discussions with the Regulatory and Compliance Team, we noted that if an adjustment is required by no fault or act of the customer, the relevant customer will be notified via written letter. The written letter will be provided to the customer prior to the next bill.</p> <p>Based on enquiries and examination of documentation, we can conclude that Simply Energy were compliant with the obligation during the audit period.</p>
		Priority 4	Control Adequacy: N/P

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Billing (Cont.)			
177	Compendium clause 4.19(2) and 4.19(6)	<p>If after the meter reading a retailer becomes aware of an amount owing to the customer, the retailer must use its best endeavours to inform the customer accordingly within 10 business days of the retailer becoming aware of the adjustment and, subject to clauses 4.19(5) and 4.19(7), ask the customer for instructions as to whether the amount should be –</p> <ul style="list-style-type: none"> ▪ credited to the customer's account; ▪ repaid to the customer; or ▪ included as a part of the new bill smoothing arrangement if the adjustment arises under clauses 4.3(2)(a)-(b). <p>No interest shall accrue to a credit or refund referred to in this clause.</p>	<p><i>Obligations 177 to 180A</i></p> <p>Through discussions with the Regulatory and Compliance Team, we noted that if Simply Energy becomes aware of an amount owed to a customer, the current bill will be withdrawn and reissued based on the most recent meter reading and owed amounts.</p> <p>Management advised that there are currently no bill smoothing arrangements in place and as such there is no interest accrued on any credit or refund amounts.</p>
		Priority 4	
178	Compendium clause 4.19(3)	<p>If a retailer received instructions under clause 4.19(2), the retailer must pay the amount in accordance with the customer's instructions within 12 business days of receiving the instructions.</p>	<p>Additionally, from walkthrough performed to assess the process for bill withdrawal we confirmed that if the customer is not currently on the phone with a Simply Energy agent, notification must be provided to the customer via a letter. In addition, if the amount owed to the customer exceeds \$50 then a letter must be provided to the customer notifying them of the amount.</p>
		Priority 4	
179	Compendium clause 4.19(4)	<p>If a retailer does not receive instructions under clause 4.19(2) within 5 business days of making the request, the retailer must use reasonable endeavours to credit the amount of the adjustment to the customer's account.</p>	<p>Additionally, through walkthroughs, we noted that the timeframe for an amount owed to a customer to be processed is 10 business days. Refunds or reimbursements are raised by Customer Service Agents as service orders. Simply Energy used Campaign Star (Cstar) system until August 2021, when the system became redundant. Currently Simple Energy uses HubCX system. We also note that a customer may request the amount to be credited to their account for future billing.</p>
		Priority 5	
180	Compendium clause 4.19(5)	<p>If the adjustment amount owing to the customer is less than \$100, the retailer may notify the customer of the adjustment by no later than the next bill after the meter is read, and</p> <ul style="list-style-type: none"> • ask the customer for instructions under clause 4.19(2); or • credit the amount to the customer's next bill. 	<p>Based on discussions, document review and walkthrough of Simply Energy systems, we note that Simply Energy is compliant with the obligation for the audit period.</p>
		Priority 5	
180A.	Compendium clause 4.19(7)	<p>If the amount of the adjustment is an amount owing to the customer, and the customer owes a debt to the retailer, then provided the customer is not a residential customer experiencing payment difficulties or financial hardship, the retailer may, with written notice to the customer, use the amount of the adjustment to set off the debt owed to the retailer. If, after the set off, there remains an amount of credit, the retailer must deal with that amount of credit in accordance with clause 4.19(2); or 4.19(5) where the amount is less than \$100.</p>	
		Priority 4	

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Payment			
181	Compendium clause 5.1	<p>The due date on the bill must be at least 12 business days from the date of that bill, unless otherwise agreed with the customer. The date of the dispatch is the date of the bill, unless a retailer specifies a later date.</p>	<p>Through discussions with the Regulatory and Compliance Team and from sample testing completed on Simple Energy bills during walkthroughs performed, we confirmed that bills are issued automatically via HUB with parameters set up within the system and noted that the bill due date was at least 12 days from the bill date in all examples assessed.</p> <p>Based on enquiries and examination of documentation, it was concluded that Simply Energy has complied with the obligation during the audit period.</p>
		<p>Priority 4</p> <p>Control Adequacy: A</p> <p>Compliance Rating: 1</p>	
182	Compendium clause 5.2	<p>Unless otherwise agreed with a customer, a retailer must offer the customer at least the following payment methods:</p> <ul style="list-style-type: none"> ▪ in person at 1 or more payment outlets located within the Local Government District of the customer's supply address; ▪ by mail; ▪ for residential customers, by Centrepay; ▪ electronically by means of BPay or credit card; and ▪ by telephone by means of credit card or debit card. 	<p>Based on discussions with the Regulatory and Compliance Team and from examination of the Non-Standard contract and Welcome Pack, we noted that Simply Energy addresses the matter outlined in this obligation within its Contract Terms & Conditions:</p> <p><i>'Section 5.1 When and how you have to pay'</i></p> <p><i>...b) You can pay your bill in full using a range of options, including:</i></p> <ul style="list-style-type: none"> <i>i) over the counter in person at a third party retailer or outlet specified on your bill;</i> <i>ii) by mail; or</i> <i>iii) by any of the other methods specified on your bill.</i> <p>Additionally, we noted that Simply Energy has merchant agreements with BPay, PayPal, Australia Post to ensure that it offers customers with the required payment methods.</p> <p>As per our examination we found that all mandatory payment options are displayed on the following:</p> <ul style="list-style-type: none"> ▪ Welcome Pack sent to a new customer ▪ Gas Bills ▪ Hardship Policy <p>Based on enquiries and examination of documentation, it was concluded that Simply Energy has complied with the obligation during the audit period.</p>
		<p>Priority 4</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Payment (Cont.)			
183	Compendium clause 5.3	<p>Prior to a direct debit facility commencing, a retailer must obtain the customer's verifiable consent and agree with the customer the date of commencement of the direct debit facility and the frequency of the direct debits.</p>	<p>Through discussions with Simply Energy's Regulatory and Compliance Team, we noted that customer consent to pay via the direct debit facility is recorded through either submission of the signed direct debit form, verbal consent over the phone or through submission of the online form requiring acceptance of the direct debit terms.</p> <p>Management advised that Simply Energy have an Inbound Sales work instruction that provides guidance to the Customer Service agent dealing with a customer requesting to pay via direct debit.</p> <p>During walkthrough performed we review a sample of three customers set up on payment via direct debit.</p> <p>In two of the three samples, we noted that the customers had signed up and provided evidence of the customer verifiable consent via the online process.</p> <p>For the third sample, Simply Energy provided evidence of the 'Direct Debit Request Form' which was signed up by the customer confirming consent to the direct debit terms.</p> <p>Based on enquiries and examination of documentation, it was concluded that</p> <p>Simply Energy has complied with the obligation during the audit period.</p>
		Priority 4	Control Adequacy: A Compliance Rating: 1
184	Compendium clause 5.4	<p>A retailer must accept payment in advance from a customer on request. The minimum amount a retailer will accept an advance payment is \$20, unless otherwise agreed with a customer.</p>	<p>From system demonstrations and from a sample testing performed on Simply Energy payments received in advance from customers, we noted that in all instances the minimum amount accepted was \$20.</p> <p>Through discussions with the Regulatory and Compliance Team we noted that Simply Energy does not prevent a customer from paying in advance.</p> <p>Simply Energy will accept any payment made by customers and payments will be applied against their gas account including any additional amount made by the customer.</p> <p>Customers are able to make payments to their account using the payment methods available and any payments will be applied to the customer's account. Customer's bill contains information on how customers can pay their bills.</p> <p>Based on enquiries and examination of documentation, it was concluded that Simply Energy has complied with the obligation during the audit period.</p>
		Priority 4	Control Adequacy: N/P Compliance Rating: 1

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Payment (Cont.)			
185	Compendium clause 5.5	<p>If a customer is unable to pay by way of the methods described in clause 5.2, due to illness or absence, a retailer must offer a residential customer a redirection of the customer's bill to a third person, at no charge.</p>	<p>Through discussions with the Regulatory and Compliance Team and from examination of the Non-Standard contract and Welcome Pack, we note that Simply Energy addresses the matter outlined in this obligation within its Contract Terms & Conditions:</p> <p><i>'Section 5.3 Payment difficulties'</i></p> <p><i>...If you cannot pay your bill or are experiencing financial hardship, let us know. If you are a Residential Customer and have told us that you are having difficulty paying your bill then we will offer you:</i></p> <p><i>a) additional time to pay a bill;</i></p> <p><i>b) instalment plan options;</i></p> <p><i>c) the right to have a bill redirected to a third party...</i></p> <p>Based on enquiries and examination of documentation, it was concluded that Simply Energy has complied with the obligation during the audit period.</p>
		Priority 4	Control Adequacy: N/P Compliance Rating: 1
186	Compendium clause 5.6(1)	<p>A retailer must not charge a residential customer a late payment fee in the circumstances specified in clauses 5.6(1)(a)-(d).</p>	<p>Through discussions with the Regulatory and Compliance Team and from examination of the Non-Standard contract and Welcome Pack, we note that Simply Energy addresses the matter outlined in this obligation within its Contract Terms & Conditions:</p> <p><i>'Section 5.4 Late payments'</i></p> <p><i>We will not commence legal proceedings for the recovery of an amount you owe us if you are a Residential Customer and:</i></p> <p><i>...i) you have entered into a payment arrangement with us and you are complying with the terms of that arrangement; or</i></p> <p><i>j) you have informed us that you are experiencing payment difficulties or financial hardship and (if we have assessed that you are) we have offered you assistance...</i></p> <p>Based on enquiries and examination of documentation, it was concluded that Simply Energy has complied with the obligation during the audit period.</p> <p>Management advised that during the audit period Simply Energy did not charge a residential customer a late payment fee in the circumstances specified in clauses 5.6(1)(a)-(d). Therefore, the obligation was not performed and cannot be rated for compliance.</p>
		Priority 4	Control Adequacy: N/P Compliance Rating: N/R

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Payment (Cont.)			
186A.	Compendium clause 5.6(2)	<p>If a retailer has charged a late payment fee in the circumstances set out in clause 5.6(1)(c) because the retailer was not aware of the complaint, the retailer must refund the late payment fee on the customer's next bill.</p> <p>Priority 4 Control Adequacy: N/P Compliance Rating: N/R</p>	<p>Through discussions with the Regulatory and Compliance Team, we note that no late payment fees is charged to a customer who has raised a complaint.</p> <p>Customer accounts are put on hold once a complaint is made and thus no late fees can be charges to their account.</p> <p>Management advised that during the audit period Simply Energy did not charged a residential customer a late payment fee in the circumstances specified in clauses 5.6(1)(c). Therefore, the obligation was not performed and cannot be rated for compliance.</p>
187	Compendium clause 5.6(3)	<p>If a retailer has charged a residential customer a late fee, a retailer must not charge an additional late payment fee in relation to the same bill within 5 business days from the date of receipt of the previous late payment fee notice.</p> <p>Priority 4 Control Adequacy: N/P Compliance Rating: N/R</p>	<p><i>Obligations 187 to 189</i></p> <p>Through discussions with Simply Energy's Regulatory and Compliance Team and system demonstrations, we noted that customers identified as experiencing hardship or already set up on a payment plan are not charged any late payment fees.</p> <p>Additionally, through review of the Simply Energy Western Australia Hardship Policy, we note that this information is included as well as information regarding eligibility for debt reduction.</p> <p>Management advised that during the audit period Simply Energy did not charged a residential customer a late payment fee in the circumstances specified in obligations 187 to 189. Therefore, the obligation was not performed and cannot be rated for compliance.</p>
188	Compendium clause 5.6(4)	<p>A retailer must not charge a residential customer more than 3 late payment fees in relation to the same bill, or more than 12 late payment fees in a year.</p> <p>Priority 4 Control Adequacy: N/P Compliance Rating: N/R</p>	
189	Compendium clause 5.6(5)	<p>If a residential customer has been assessed as being in financial hardship, a retailer must retrospectively waive any late payment fee charged to the residential customer's last bill prior to the assessment being made.</p> <p>Priority 4 Control Adequacy: N/P Compliance Rating: N/R</p>	

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium)			
Payment (Cont.)			
190	Compendium clause 5.7(1)	<p>A retailer must not require a customer who has vacated a supply address, and who has given the retailer notice, to pay for gas consumed at the customer's supply address in the circumstances specified in clause 5.7(1), unless the retailer and the customer have agreed to an alternative date.</p> <p>Notice is given if a customer informs a retailer of the date on which the customer intends to vacate, or has vacated the supply address, and gives the retailer a forwarding address to which a final bill may be sent.</p>	<p><i>Obligations 190 to 191</i></p> <p>Based on discussions with the Regulatory and Compliance Team and system demonstrations, we note that when customers provide Simply Energy with notice of at least 5 business days that the supply address will be vacated, the customer service agent will raise a service order for a final read to be taken at the property by the distributor.</p> <p>Once the final read is received within 2-3 business days, a final bill will be issued and the account connected to the supply address will be closed.</p> <p>In instances where the customer fails to notify their move-out date in advance, Simply Energy backdates the final bill and only charges consumption up to the move-out date. We note that an extra two days of charges may be applied to the account for the period taken for the final read and bill to be organised.</p> <p>We also noted from system demonstrations that for those customers where the account have been closed, Simply Energy is not able to issue any bills as the system is configured to ensure compliance with this obligation.</p> <p>Therefore, based on these enquiries and walkthroughs, it was concluded that Simply Energy has complied with the obligation during the audit period.</p>
		<p>Priority 4</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	
191	Compendium clause 5.7(2)	<p>If a customer reasonably demonstrates to a retailer that the customer was evicted or otherwise required to vacate a supply address, a retailer must not require a customer to pay for gas consumed at the customer's supply address from the date the customer gave the retailer notice.</p>	
		<p>Priority 4</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Payment (Cont.)			
193	Compendium clause 5.7(4)	Notwithstanding clauses 5.7(1) and 5.7(2), a retailer must not require a customer to pay for gas consumed at the customer's supply address in the circumstances specified in clauses 5.7(4)(a)-(c).	<p>Through discussions with the Regulatory and Compliance Team, we confirmed that there had been no occurrences during the audit period, where a customer is required to pay for gas consumed in line with Clause 5.7(4)(a)-(c).</p> <p>Simply Energy will not bill a previous customer for gas consumed at the supply address from the date a new contract is effective. When the previous customer vacated the property, the account linked to the supply address is closed following Simply Energy's final billing process. From this point, the customer can no longer be billed for the supply address.</p> <p>Where the supply address has been disconnected, Simply Energy will not charge customers for the disconnection period as gas consumption would not be recorded.</p> <p>Therefore, based on these enquiries and walkthroughs, the obligation was not performed and cannot be rated for compliance.</p>
		Priority 4	Control Adequacy: NP Compliance Rating: N/R
195	Compendium clause 5.8(1)	A retailer must not commence proceedings for recovery of a debt from a residential customer who has informed a retailer that the customer is experiencing payment difficulties or financial hardship; or while a residential customer continues to make payments under an alternative payment arrangement.	<p>Through discussion with the Regulatory and Compliance Team and system demonstrations as well as review of the Simply Energy Hardship Policy, we noted that exemptions from debt collection are provided to customer who are experiencing hardship or are currently undergoing assessment for the hardship program.</p> <p>Simply Energy will not commence proceedings for recovery of a customer's debt, where the customer is experiencing financial hardship and is on an alternative payment plan under Simply Energy's Bill Assist Program.</p> <p>We note that a bill assist flag is entered into HubPlus when a customer has been referred to hardship and subsequently prevents the account from entering into collections activity, including disconnections.</p> <p>Based on the information provided, Simply Energy has complied with the obligation during the audit period.</p>
		Priority 4	Control Adequacy: NP Compliance Rating: 1

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Payment (Cont.)			
196	Compendium clause 5.8(2)	<p>A retailer must not recover or attempt to recover a debt relating to a supply address from a person other than the customer with whom the retailer has or had entered into a contract for the supply of gas to that supply address.</p>	<p>Through discussion with the Regulatory and Compliance team, we note that Simply Energy's Collection Team deal specifically with the collection of debt.</p> <p>We review a sample of Simply Energy customers who have undergone the debt collection process during walkthrough performed and confirmed that Simply Energy will only collect debt from their customers, which in compliant with relevant Privacy requirements, the ACCC Debt Guidelines and Compendium clause 5.8(2).</p>
		<p>Priority 4</p>	<p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Payment Difficulties & Financial Hardship			
198	Compendium clause 6.1(1)	<p>A retailer must assess whether a residential customer is experiencing payment difficulties or financial hardship, within 5 business days from when the residential customer informs the retailer about the payment problems. If the retailer cannot make the assessment within 5 business days, it must refer the customer to a relevant consumer representative to make the assessment.</p> <p>If a residential customer provides the retailer with an assessment from a relevant consumer representative, the retailer may adopt that assessment as its own assessment for the purposes of clause 6.1(1)(a)</p>	<p>Through discussion with the Regulatory and Compliance Team as well as sample testing performed during walkthrough of Simply Energy residential customers experiencing payment difficulties or financial hardship, we noted that in all instances assessment was conducted sufficiently and within the required timeframes that are stated in the obligation, where contact centre, emails and web chat are the key methods used by Simply Energy staff to communicate with residential customers about payment problems.</p> <p>Simply Energy customer service operators are sufficiently trained to be responsible for performing the initial assessment of the customer in line with the Customer Hardship Policy.</p> <p>Initial assessment whether the customer is experiencing payment difficulties or financial hardship, is performed instantly while the customer is on the phone, complying this way with the 5 business days period to perform this assessment, in line with the rules. In these cases, the customer will be referred to the hardship team for a more detailed assessment to be completed.</p> <p>Where customers cannot be immediately referred to a hardship agent for assessment, a call back will be scheduled and the customer will be contacted within 24-48 hours for an assessment to be completed.</p> <p>We also confirmed that Section 10.4 of the Simply Energy Hardship Policy addressed previous audit recommendation as the document contains the process for following up with customers on the bill assist program when communication cannot be reached:</p> <p><i>...” if a customer is not contactable for assessment into the program after referral or revaluation at the time of the schedule review, and after two attempts to contact the customer phone and mail have not contacted Simply Energy, the customer will be removed from Bill Assist Program” ...</i></p> <p>Therefore, based on our examination, it was concluded that Simply Energy has complied with the obligation during the audit period.</p>
		Priority 4	Control Adequacy: A Compliance Rating: 1

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Payment Difficulties & Financial Hardship (Cont.)			
199	Compendium clause 6.1(3)	<p>When undertaking an assessment regarding payment difficulties or financial hardship, the retailer must, unless the retailer adopts an assessment from a relevant consumer representative, give reasonable consideration to the information given by the residential customer and requested or held by the retailer; or advice given by a relevant consumer representative.</p>	<p>Through discussion with the Regulatory and Compliance Team as well as system demonstration of Salesforce records regarding communication and hardship events between the customer and the agent, we noted that Simply Energy have procedures in place to assist in giving reasonable consideration to information provided by or requested from residential customers when undertaking a financial hardship assessment.</p> <p>Customer service operators are sufficiently trained to be responsible for performing the initial assessment of the customer in line with the Customer Hardship Policy.</p> <p>We note that the information collected from the customer which informs the outcome of the assessment will be recorded in the events log of the customer's account in HubPlus. The details of the assessment are provided to the customer on request.</p> <p>Simply Energy performs quality assessments of a number of the calls of debt management and hardship officers to check that the calls meet a specified criteria.</p> <p>Simply Energy performed all assessments internally to confirm the customers payment difficulty situation and did not refer customers to external financial counsellor (for the purpose of assessment) during the audit period.</p> <p>Therefore, based on these enquiries and examination of documentation, it was concluded that Simply Energy has complied with the obligation during the audit period.</p>
		Priority 5	Control Adequacy: A Compliance Rating: 1

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Payment Difficulties & Financial Hardship (Cont.)			
200	Compendium clause 6.1(4)	A retailer must advise a residential customer on request of the details of an assessment.	<p><i>Obligations 200 to 200A</i></p> <p>Through examination of the Simply Energy Hardship Policy, associated documents and work instructions, we note that agents are sufficiently trained to assess and identify customers who may be impacted by payment difficulties.</p> <p>We have reviewed work instructions and scripts available to agents for the purposes of completing an assessment for financial hardship. These documents include scripts which advise customers of minimum payments amounts and whether the customer can be accepted onto the hardship program based on the amounts offered under a payment plan.</p>
		Priority 4	
200A.	Compendium clause 6.2(1)	If a retailer refers a residential customer to a relevant consumer representative under clause 6.1(1)(b), the retailer must grant the residential customer a temporary suspension of actions.	<p>Through discussions with the Regulatory and Compliance Team and Customer Service Management Team, we noted that all relevant details for customers applying for hardship are recorded within the HUB system. The HUB system is used to provide customers with updates regarding the outcome of their assessment for payment assistance. The system also includes details of customers with accounts placed on hold and automatically includes the specified hold period.</p> <p>Simply Energy performed all assessments internally to confirm the customers payment difficulty situation and did not refer customers to external financial counsellor (for the purpose of assessment) during the audit period.</p> <p>Based on discussions and examination of documentation, it was concluded that Simply Energy has complied with the obligation during the audit period.</p>
		Priority 4	

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observation and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Payment Difficulties & Financial Hardship (Cont.)			
201	Compendium clause 6.2(2)	If a residential customer informs a retailer that the customer is experiencing payment problems, the retailer must not unreasonably deny a residential customer's request for a temporary suspension of actions, if the customer demonstrates to the retailer that the customer has an appointment with a relevant consumer representative to assess the customer's capacity to pay.	<p><i>Obligations 201 to 203</i></p> <p>Through discussions with the Regulatory and Compliance Team and Customer Service Management Team as well as examination of the Simply Energy Hardship Policy, associated documents and work instructions, we noted that Simply Energy does not deny a request for a temporary suspension of actions where a residential customer has an appointment with a relevant consumer representative to assess their capacity to pay. Management advised that requests for a temporary suspension of actions are assessed by debt management agents on a case-by-case basis and will be actioned after one or two weeks, to allow time for a consumer representative to make an assessment.</p> <p>Simply Energy agents are sufficiently trained to evaluate customer's capacity to pay outstanding amounts as part of the hardship referral process.</p> <p>Additionally, from system demonstration on Salesforce, we note that the system have the ability to suspend actions against a customer account for a period of time specified by the agent. As well as having their accounts suspended, customers experiencing hardship may be referred to a consumer representative as required.</p> <p>We also confirmed that Simply Energy addressed previous audit finding by implementing a process on 31 December 2020, to:</p> <ul style="list-style-type: none"> Internal procedures were developed to ensure that customers experiencing financial hardship who are represented by a consumer representative are managed in a consistent manner and in line with Compendium of Gas Customer Licence Obligations requirements. <p>Based on discussions and examination of documentation, it was concluded that Simply Energy has complied with the obligation during the audit period.</p>
		Priority 4	
202	Compendium clause 6.2(3)	A retailer must allow a temporary suspension of actions for a period of at least 15 business days.	<p>Simply Energy agents are sufficiently trained to evaluate customer's capacity to pay outstanding amounts as part of the hardship referral process.</p> <p>Additionally, from system demonstration on Salesforce, we note that the system have the ability to suspend actions against a customer account for a period of time specified by the agent. As well as having their accounts suspended, customers experiencing hardship may be referred to a consumer representative as required.</p> <p>We also confirmed that Simply Energy addressed previous audit finding by implementing a process on 31 December 2020, to:</p> <ul style="list-style-type: none"> Internal procedures were developed to ensure that customers experiencing financial hardship who are represented by a consumer representative are managed in a consistent manner and in line with Compendium of Gas Customer Licence Obligations requirements. <p>Based on discussions and examination of documentation, it was concluded that Simply Energy has complied with the obligation during the audit period.</p>
		Priority 4	
203	Compendium clause 6.2(4)	If a relevant consumer representative is unable to complete the assessment on time and the consumer representative or residential customer requests for additional time, a retailer must give reasonable consideration to the request.	<p>Simply Energy agents are sufficiently trained to evaluate customer's capacity to pay outstanding amounts as part of the hardship referral process.</p> <p>Additionally, from system demonstration on Salesforce, we note that the system have the ability to suspend actions against a customer account for a period of time specified by the agent. As well as having their accounts suspended, customers experiencing hardship may be referred to a consumer representative as required.</p> <p>We also confirmed that Simply Energy addressed previous audit finding by implementing a process on 31 December 2020, to:</p> <ul style="list-style-type: none"> Internal procedures were developed to ensure that customers experiencing financial hardship who are represented by a consumer representative are managed in a consistent manner and in line with Compendium of Gas Customer Licence Obligations requirements. <p>Based on discussions and examination of documentation, it was concluded that Simply Energy has complied with the obligation during the audit period.</p>
		Priority 5	

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Payment Difficulties & Financial Hardship (Cont.)			
204	Compendium clause 6.3(1)	<p>If the assessment carried out under clause 6.1 indicates to the retailer that the residential customer is experiencing payment difficulties or financial hardship, the retailer must follow the procedure specified in clause 6.3(1).</p> <p>Priority 4 Control Adequacy: A Compliance Rating: 1</p>	<p><i>Obligation 204 to 205</i></p> <p>Through discussions with the Regulatory and Compliance Team and Customer Service Management Team as well as examination of the Simply Energy Hardship Policy, associated documents and work instructions, we noted that Simply Energy:</p> <ul style="list-style-type: none"> Offer the customer alternative payment arrangements in the form of the bill assist program. Advise the customer that additional assistance is available if they are unable to meet the requirements of the bill assist program. Advise the customer that alternative payment methods or assistance includes extension of the bill payment due date, interest and fee free payment plan and if required, reduction of fees, charges and debt. <p>Debt management agents will generally be the first point of contact for a customer experiencing payment difficulties and they are sufficiently trained to make an assessment of a customer's capacity to pay where the customer has indicated that they have financial problems and to identify indicators of financial hardship and provide instalment plans that are suited to the customer's circumstances.</p> <p>We also confirmed that Quality Assessments are performed on a weekly basis to assess calls made by agents and they are marked against a specific criteria, which includes ensuring that customers are provided with an affordable payment arrangement taking into account the customer's circumstances.</p> <p>Based on review of system screenshots and documentation provided, we note that Simply Energy is compliant with the obligation for the audit period.</p>
205	Compendium clause 6.4(1)	<p>A retailer must offer a residential customer who is experiencing payment difficulties or financial hardship at least the payment arrangements that are specified in clauses 6.4(1)(a) and (b).</p> <p>Priority 4 Control Adequacy: A Compliance Rating: 1</p>	

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Payment Difficulties & Financial Hardship (Cont.)			
206	Compendium clause 6.4(2)	When offering or amending an instalment plan to a residential customer a retailer must ensure that the instalment plan is fair and reasonable taking into account the customer's capacity to pay and consumption history and comply with clause 6.4(3).	<p><i>Obligations 206 to 206A</i></p> <p>Through discussions with the Regulatory and Compliance Team and Customer Service Management Team as well as examination of the Simply Energy Hardship Policy, Bill Assist Activation and Welcome Letters, we confirmed that Simply Energy provides a standardised activation letter of acceptance to the customer accepted for their Bill Assist Program. This letter provides the following information in line with Clause 6.4:</p> <ul style="list-style-type: none"> ▪ The terms of the instalment plan (including the number and amount of payments, the duration of payments and how the payments are calculated); ▪ The consequences of not adhering to the payment plan; and ▪ The importance of contacting Simply Energy for further assistance if the residential customer cannot meet or continue to meet the instalment plan terms. <p>Simply Energy will notify customer of any amendment to the instalment plan at least 5 business days before they come into effect.</p> <p>If a customer fails to make payments under their instalment plan, Simply Energy will issue three letters to the customer at intervals of 6 business days as well as make phone calls to set up a new plan, prior to cancelling the existing instalment plan.</p> <p>In addition, we performed sample testing of three customers accepted for hardship as part of our walkthroughs and noted that in all instances, Simply Energy complied with the obligations under clause 6.4, such as:</p> <ul style="list-style-type: none"> ▪ Each payment instalment plan is tailored to the needs of each customer and considers their capacity to pay and consumption history; ▪ The details of the assessment are to be provided to the customer on request; and ▪ Debt management agents will inform customers if their application has been denied and will advise them of additional payment options available such as payment plans or time extensions. <p>Based on enquiries and examination of sample documents, there were no compliance breaches noted, hence it was concluded that Simply Energy has complied with the obligation during the audit period.</p>
		<p>Priority 4</p> <p>Control Adequacy: A</p> <p>Compliance Rating: 1</p>	
206A.	Compendium clause 6.4(3)	If the residential customer accepts an instalment plan offered by the retailer, the retailer must provide the information specified in clauses 6.4(3)(a)(i)-(iii) within 5 business days of the customer accepting the plan and notify the customer of any amendments to the instalment plan at least 5 business days before they come into effect (unless agreed otherwise with the customer) and provide the customer with information explaining the changes.	
		<p>Priority 4</p> <p>Control Adequacy: A</p> <p>Compliance Rating: 1</p>	

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium)			
Payment Difficulties & Financial Hardship (Cont.)			
208	Compendium clause 6.6(1)	A retailer must give reasonable consideration to a request by a customer, or a relevant consumer representative, for a reduction of the customer's fees, charges, or debt.	<p><i>Obligations 208 to 209</i></p> <p>Through discussions with the Regulatory and Compliance Team and Customer Service Management Team as well as examination of the Simply Energy Hardship Policy, Bill Assist Activation and Welcome Letters, we confirmed that Simply Energy do not charge late fees and paper bill charges to customers experiencing financial hardship as part of the Bill Assist Program.</p> <p>We also confirmed that Simply Energy may waive reconnection fees where a customer is being referred to the hardship program as a direct result of disconnection due to non-payment.</p> <p>Management advised that Simply Energy does not provide debt reductions to customers in any circumstances except for pay on time discounts. Customers are provided with details of any pay on time deductions through their Non-Standard Form Contract.</p> <p>In addition, we performed sample testing of three customers accepted for hardship as part of our walkthroughs and we could not identify any occasions in which customers requested a reduction of fees and charges other than consumption charges during the audit period.</p> <p>We could not identify any occasions in which customers requested a reduction of fees and charges other than consumption charges during the audit period.</p> <p>We also confirmed that Simply Energy addressed previous audit finding by implementing a process on 31 December 2020, to:</p> <ul style="list-style-type: none"> ▪ Record the details of hardship customer requests and Simply Energy's responses; and ▪ Internal procedures were developed to ensure that customers experiencing financial hardship who are represented by a consumer representative are managed in a consistent manner in line with Compendium of Gas Customer Licence Obligations requirements.
		Priority 5	
209	Compendium clause 6.6(2)	In giving reasonable consideration under clause 6.6(1), a retailer should refer to the hardship procedures referred to in clause 6.10(3).	<p><i>Obligations 208 to 209</i></p> <p>Through discussions with the Regulatory and Compliance Team and Customer Service Management Team as well as examination of the Simply Energy Hardship Policy, Bill Assist Activation and Welcome Letters, we confirmed that Simply Energy do not charge late fees and paper bill charges to customers experiencing financial hardship as part of the Bill Assist Program.</p> <p>We also confirmed that Simply Energy may waive reconnection fees where a customer is being referred to the hardship program as a direct result of disconnection due to non-payment.</p> <p>Management advised that Simply Energy does not provide debt reductions to customers in any circumstances except for pay on time discounts. Customers are provided with details of any pay on time deductions through their Non-Standard Form Contract.</p> <p>In addition, we performed sample testing of three customers accepted for hardship as part of our walkthroughs and we could not identify any occasions in which customers requested a reduction of fees and charges other than consumption charges during the audit period.</p> <p>We could not identify any occasions in which customers requested a reduction of fees and charges other than consumption charges during the audit period.</p> <p>We also confirmed that Simply Energy addressed previous audit finding by implementing a process on 31 December 2020, to:</p> <ul style="list-style-type: none"> ▪ Record the details of hardship customer requests and Simply Energy's responses; and ▪ Internal procedures were developed to ensure that customers experiencing financial hardship who are represented by a consumer representative are managed in a consistent manner in line with Compendium of Gas Customer Licence Obligations requirements.
		Priority 4	

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Payment Difficulties & Financial Hardship (Cont.)			
210	Compendium clause 6.7	<p>If it is reasonably demonstrated to the retailer that the customer, experiencing financial hardship, is unable to meet the customer's obligations under the previously elected payment arrangement, a retailer must give reasonable consideration to offering the customer an instalment plan or offering to revise an existing instalment plan.</p>	<p>Through discussions with the Regulatory and Compliance Team and Customer Service Management Team as well as well as examination of the Simply Energy Hardship Policy and assessment of the Bill Assist Program, we confirmed that if a customer previously assessed as experiencing financial hardship is unable to meet the needs of the payment plan, Simply Energy will give reasonable consideration to offering the customer an instalment plan or offering to revise an existing instalment plan.</p> <p>We also noted that Simply Energy scripts details a set of questions to ensure all customers are given reasonable consideration and to determine the most adequate outcome of the customer financial assessment. The system will use historical information to provide the most suitable option as part of the customer financial assessment.</p> <p>Customer Service Management Team will regularly monitor the accounts of customers on payment plans to identify any major variances. If a customer fails to make a payment as part of an existing instalment plan, Simply Energy will contact the customer to enquire about customer circumstances in case they are experiencing severe hardship. Agents are trained to enquire about the reasons for non-payment and assess the customer's capacity to pay prior to offering a revised payment plan, thereby giving reasonable consideration.</p> <p>Quality Assessments of hardship agents' calls are performed on a weekly basis and we note that agents are specifically assessed on whether appropriate consideration was given when offering the customer an affordable payment arrangement.</p> <p>In addition, payment plan related documentation such as Welcome letter and Payment Plan Activation letter, encourage customers to contact Simply Energy if they are struggling to meet the required payment terms.</p> <p>Based on enquiries and examination of documentation, it was concluded that Simply Energy has complied with the obligation during the audit period.</p>
		Priority 5	Control Adequacy: A Compliance Rating: 1

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Payment Difficulties & Financial Hardship (Cont.)			
211	Compendium clause 6.8	A retailer must advise a customer experiencing financial hardship of the options specified in clause 6.8.	<p>From walkthrough performed we review of a sample of Welcome Letters and Activation Letters provided to Simply Energy customers upon acceptance into the financial hardship bill assist program and confirmed that the following details are included:</p> <ul style="list-style-type: none"> ▪ payment methods available. ▪ details of concessions available to customers and how to access. ▪ independent financial counselling service information, including details of how to access. ▪ details of grants and other financial assistance potentially available to the customer and how to access them. <p>We also confirmed that Simply Energy addressed previous audit finding by updating the call script and hardship policy to ensure that the customer is aware of all options. Additionally, Simply Energy have included assessment of this within the quality assessments of Customer Service agents.</p>
		Priority 4	Control Adequacy: A Compliance Rating: 1

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Payment Difficulties & Financial Hardship (Cont.)			
212	Compendium clause 6.9(1)	<p>A retailer must determine the minimum payment in advance amount for residential customers experiencing payment difficulties or financial hardship in consultation with relevant consumer representatives.</p>	<p>Through discussions with the Regulatory and Compliance Team we confirmed that Simply Energy do accept payments in advance for residential customers.</p> <p>In relation to a minimum amount, agents are sufficiently trained to assess customer requests for payment assistance in real time in case customers experiencing financial difficulties wish to make payment in advance and all assessment for financial hardship is communicated with the client including minimum amount via activation letter and welcome letter.</p> <p>We also noted that due to the nature of customers' experiencing payment difficulties or financial hardship, no minimum amount is required for payment in advance for customers experiencing these financial difficulties and Simply Energy will accept any payment in advance amount as it is unlikely that payments in advance would occur.</p> <p>We also confirmed that Simply Energy addressed previous audit finding by implementing a process on 31 December 2020, to:</p> <ul style="list-style-type: none"> ▪ Record the details of hardship customer requests and Simply Energy's responses; and ▪ Internal procedures were developed to ensure that customers experiencing financial hardship who are represented by a consumer representative are managed in a consistent manner in line with Compendium of Gas Customer Licence Obligations requirements.
		<p>Priority 4</p>	<p>Control Adequacy: A</p> <p>Compliance Rating: 1</p>

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings	
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)				
Payment Difficulties & Financial Hardship (Cont.)				
214	Compendium clause 6.10(1)	A retailer must develop a hardship policy and hardship procedures to assist customers experiencing financial hardship in meeting their financial obligations and responsibilities to the retailer.	<p><i>Obligations 214 to 216</i></p> <p>Simply Energy has developed a Financial Hardship Policy for Western Australia customers, to accommodate instances where individual customers experience payment difficulties or financial hardship.</p> <p>We noted that Simply Energy Hardship Policy is:</p> <ul style="list-style-type: none"> ▪ Applicable to those customers who are assessed as experiencing payment difficulties or financial hardship; ▪ Designed to assist customers in meeting their financial obligations for Simply Energy; and ▪ Applicable only to residential customers. <p>We also confirmed that the Hardship Policy is available both on the Simply Energy and ERA WA websites.</p> <p>Given the accessibility of the policy electronically and based on discussions with the Regulatory and Compliance team there were no formal requests made by customers to provide the hardship policy by post.</p> <p>To check compliance with the ERA's Financial Hardship Policy Guidelines, we compared Simply Energy's Hardship Policy and Procedure against each of the requirements outlined in the ERA's policy guidelines. Through this, we identified that Simply Energy's Hardship procedure was compliant with the ERA's requirements.</p>	
		Priority 4		Control Adequacy: N/P
215	Compendium clause 6.10(2)	A retailer must ensure that its hardship policy complies with the criteria specified in clause 6.10(2).		<p>We also confirmed that the Hardship Policy is available both on the Simply Energy and ERA WA websites.</p> <p>Given the accessibility of the policy electronically and based on discussions with the Regulatory and Compliance team there were no formal requests made by customers to provide the hardship policy by post.</p> <p>To check compliance with the ERA's Financial Hardship Policy Guidelines, we compared Simply Energy's Hardship Policy and Procedure against each of the requirements outlined in the ERA's policy guidelines. Through this, we identified that Simply Energy's Hardship procedure was compliant with the ERA's requirements.</p>
		Priority 4		
215A.	Compendium clause 6.10(3)	A retailer must ensure that its hardship procedures comply with the criteria specified in clause 6.10(3).	<p>To check compliance with the ERA's Financial Hardship Policy Guidelines, we compared Simply Energy's Hardship Policy and Procedure against each of the requirements outlined in the ERA's policy guidelines. Through this, we identified that Simply Energy's Hardship procedure was compliant with the ERA's requirements.</p>	
		Priority 4		
216	Compendium clause 6.10(4)	If requested, a retailer must give residential customers and relevant consumer representatives a copy of the hardship policy, including by post at no charge.		<p>To check compliance with the ERA's Financial Hardship Policy Guidelines, we compared Simply Energy's Hardship Policy and Procedure against each of the requirements outlined in the ERA's policy guidelines. Through this, we identified that Simply Energy's Hardship procedure was compliant with the ERA's requirements.</p>
		Priority 4		

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Payment Difficulties & Financial Hardship (Cont.)			
219	Compendium clause 6.10(6)	If directed by the ERA, the retailer must review its hardship policy and hardship procedures and submit to the ERA the results of that review within 5 business days after it is completed.	<p><i>Obligations 219 to 220A</i></p> <p>Through discussions with the Regulatory and Compliance Team and Customer Service Management Team as well as examination of the Simply Energy Hardship Policy and assessment of the Bill Assist Program, we confirmed that Simply Energy have not been directed by the ERA to review their Hardship Policy and procedures within the audit period.</p> <p>Management advised that Simply Energy reviews the Hardship Policy on a periodic basis for potential updates and to confirm alignment with the ERA's Financial Hardship Policy Guidelines. Any updates to the Hardship Policy is then submitted to the ERA in a timely manner.</p> <p>Simply Energy has in place a register of obligations to ensure that staff are aware of their obligations under the ERA Guidelines. Regulatory change process and compliance framework monitors and identifies any changes that may occur to the ERA guidelines.</p> <p>To check compliance with the ERA's Financial Hardship Policy Guidelines, we compared Simply Energy's Hardship Policy and Procedure against each of the requirements outlined in the ERA's policy guidelines. Through this, we identified that Simply Energy's Hardship procedure was compliant with the ERA's requirements.</p> <p>Based on enquiries and examination of documentation, it was concluded that Simply Energy has complied with these obligations during the audit period.</p>
		Priority 4	
220	Compendium clause 6.10(7)	A retailer must comply with the ERA's Financial Hardship Policy Guidelines.	<p>Management advised that Simply Energy reviews the Hardship Policy on a periodic basis for potential updates and to confirm alignment with the ERA's Financial Hardship Policy Guidelines. Any updates to the Hardship Policy is then submitted to the ERA in a timely manner.</p> <p>Simply Energy has in place a register of obligations to ensure that staff are aware of their obligations under the ERA Guidelines. Regulatory change process and compliance framework monitors and identifies any changes that may occur to the ERA guidelines.</p> <p>To check compliance with the ERA's Financial Hardship Policy Guidelines, we compared Simply Energy's Hardship Policy and Procedure against each of the requirements outlined in the ERA's policy guidelines. Through this, we identified that Simply Energy's Hardship procedure was compliant with the ERA's requirements.</p> <p>Based on enquiries and examination of documentation, it was concluded that Simply Energy has complied with these obligations during the audit period.</p>
		Priority 4	
220A	Compendium clause 6.10(8)	If a retailer makes a material amendment to its hardship policy, the retailer must submit a copy of the amended policy to the ERA within 5 business days of the amendment.	<p>Management advised that Simply Energy reviews the Hardship Policy on a periodic basis for potential updates and to confirm alignment with the ERA's Financial Hardship Policy Guidelines. Any updates to the Hardship Policy is then submitted to the ERA in a timely manner.</p> <p>Simply Energy has in place a register of obligations to ensure that staff are aware of their obligations under the ERA Guidelines. Regulatory change process and compliance framework monitors and identifies any changes that may occur to the ERA guidelines.</p> <p>To check compliance with the ERA's Financial Hardship Policy Guidelines, we compared Simply Energy's Hardship Policy and Procedure against each of the requirements outlined in the ERA's policy guidelines. Through this, we identified that Simply Energy's Hardship procedure was compliant with the ERA's requirements.</p> <p>Based on enquiries and examination of documentation, it was concluded that Simply Energy has complied with these obligations during the audit period.</p>
		Priority 4	

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Payment Difficulties & Financial Hardship (Cont.)			
221	Compendium clause 6.11	<p>A retailer must consider any reasonable request for alternative payment arrangements from a business customer who is experiencing payment difficulties.</p>	<p>Through discussions with the Regulatory and Compliance Team and Customer Service Management Team as well as examination of the Simply Energy Hardship Policy and assessment of the Bill Assist Program, we confirmed that business customers experiencing payment difficulties would not be accepted into Simply Energy's financial hardship program.</p> <p>Debt management agents are sufficiently trained to set up payment plans for business customers where a business customer is experiencing payment difficulties and has requested for alternative payment arrangements.</p> <p>We note that Simply Energy have a documented process for the setup of Business Customers on Payment Plans.</p> <p>From system demonstration performed we confirmed that Simply Energy did not have any business customers on payment plans in WA during the audit period.</p> <p>Therefore, based on these enquiries and walkthroughs, the obligation was not performed and cannot be rated for compliance.</p>
		<p>Priority 4</p>	<p>Control Adequacy: N/P Compliance Rating: N/R</p>

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Disconnection & Interruption			
222	Compendium clause 7.1	A retailer must follow the procedures specified in clause 7.1(1) prior to arranging for disconnection of a customer's supply address for failure to pay a bill. A customer has failed to pay a bill in the circumstances specified in clause 7.1(2).	<p><i>Obligations 222 to 223</i></p> <p>Through discussions with the Regulatory and Compliance Team and Credit Management Team, we noted that Simply Energy do not arrange for disconnection of gas, except for instances under the circumstances detailed in section 7.1 (1) (a) to (c) of the Compendium of Gas Customer Licence Obligations.</p> <p>Additionally, we completed a sample testing of disconnections as part of the walkthrough performed and we noted that Simply Energy:</p> <ul style="list-style-type: none"> provided the customer with a reminder notice not less than 14 business days from the date of dispatch of the bill; attempted to contact the customer through multiple channels including SMS messages and email to advice of the proposed disconnection; and provided the customer with a disconnection warning not less than 22 business days from the date of dispatch of the bill. <p>Based on the discussions and review of a sample of documents, we note that Simply Energy was compliant with the obligation for the audit period.</p>
		Priority 4	
223	Compendium clause 7.2(1)	A retailer must not arrange for disconnection of a customer's supply address for failure to pay a bill in the circumstances specified in clause 7.2(1).	<p>Through discussions with the Regulatory and Compliance Team and Credit Management Team, we noted that Simply Energy do not arrange for customers to be disconnected for denial of access to the meter under any circumstances.</p> <p>For those instances where access to the meter has been denied, Simply Energy will try to contact the customer to arrange a date and time for the meter to be read.</p> <p>Management advised that disconnections could be actioned for failure to bill as opposed to denying access to a meter.</p> <p>Based on these enquiries and walkthroughs, Management confirmed that this instance where a customer denied access to the meter did not occur during the audit period, hence the obligation was not performed and cannot be rated for compliance.</p>
		Priority 4	
225	Compendium clause 7.4	A retailer must not arrange for the disconnection of a customer's supply address for denying access to the meter unless the conditions specified in clause 7.4(1) are satisfied. A retailer may arrange for a distributor to carry out 1 or more of the requirements referred to in clause 7.4(1) on behalf of the retailer.	<p>Through discussions with the Regulatory and Compliance Team and Credit Management Team, we noted that Simply Energy do not arrange for customers to be disconnected for denial of access to the meter under any circumstances.</p> <p>For those instances where access to the meter has been denied, Simply Energy will try to contact the customer to arrange a date and time for the meter to be read.</p> <p>Management advised that disconnections could be actioned for failure to bill as opposed to denying access to a meter.</p> <p>Based on these enquiries and walkthroughs, Management confirmed that this instance where a customer denied access to the meter did not occur during the audit period, hence the obligation was not performed and cannot be rated for compliance.</p>
		Priority 4	

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Payment Difficulties & Financial Hardship (Cont.)			
227	Compendium clause 7.6	A retailer or a distributor must not arrange for disconnection or disconnect a customer's supply address in the circumstances specified in clause 7.6.	<p>Through discussions with the Regulatory and Compliance Team and Credit Management Team, we noted that for a request for disconnection service order to be raised, a disconnection checklist must be completed in the system. Simply Energy used Campaign Star (Cstar) system until August 2021, when the system became redundant. Currently Simple Energy uses HubCX system.</p> <p>The checklist must be fully completed before a disconnection order is arranged and approved.</p> <p>As part of the checklist, there is a section to confirm whether the account has an Ombudsman flag active or not. If there is a flag, the disconnection cannot be arranged.</p> <p>Additionally, we completed a sample testing of disconnections as part of the walkthrough performed and we did not identify any instances of disconnections being arranged while there was an open complaint in the complaints database in relation to the proposed disconnection or where an ombudsman flag exist.</p> <p>Based on enquiries, examination of documentation and sample testing, it was concluded that no activity take place during the audit period, and as such the obligation was not rated for compliance.</p>
		Priority 4	Control Adequacy: N/P
			Compliance Rating: 1

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Reconnection			
228	Compendium clause 8.1(1)	<p>In the circumstances specified in clause 8.1(1)(a)-(c), a retailer must arrange for reconnection of the customer's supply address if the customer makes a request for reconnection and pays the retailer's reasonable charges for reconnection (if any) or accepts an offer of an instalment plan for the retailer's reasonable charges for reconnection.</p>	<p>The Regulatory and Compliance Team confirmed there had been no occurrence of reconnection requests as a result of Simply Energy's business decision to not to disconnect customers for non-payment.</p> <p>In the event of this occurring, Simply Energy will reconnect a previously disconnected customer for failure to pay a bill if:</p> <ul style="list-style-type: none"> They have subsequently paid a bill or set up a payment plan. For those instances, Simply Energy will check that outstanding balances have been paid prior to the reconnection. <p>From examination of disconnection and reconnection process documentation, we confirmed that:</p> <ul style="list-style-type: none"> A Customer Service agent is able to raise a reconnection service order if the above conditions have been met; and Customers previously disconnected for illegal consumption of gas are also eligible for reconnection if the breach has been remedied and it is safe to do so. <p>Simply Energy Management confirmed that they do not disconnect supply for denying access to a meter, sub-clause 8.1 (b) is not applicable.</p> <p>Based on these enquiries and walkthroughs and Management confirmation that this instance did not occur during the audit period, hence the obligation was not performed and cannot be rated for compliance.</p>
		<p>Priority 4</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: N/R</p>	
229	Compendium clause 8.1(2)	<p>A retailer must forward the request for reconnection to the relevant distributor that same business day if the request is received before 3pm on a business day; or no later than 3pm on the next business day if the request is received after 3pm on a business day, or on the weekend or on a public holiday.</p>	<p>The Regulatory and Compliance Team confirmed there had been no occurrence of reconnection requests as a result of Simply Energy's business decision to not to disconnect customers for non-payment.</p> <p>In the event of this occurring, agents are required to follow a documented internal process to ensure that requests are forwarded to the distributor prior to the specific timeframes.</p> <p>Additionally, where there is a connection request, the time of reconnection request and time of actual connection by ATCO is tracked and monitored.</p> <p>Based on these enquiries and walkthroughs and Management confirmation that this instance did not occur during the audit period, hence the obligation was not performed and cannot be rated for compliance.</p>
		<p>Priority 4</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: N/R</p>	

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Information & Communication			
231	Compendium clause 10.1(1)	A retailer must give notice to each of its customers affected by a variation in its tariffs no later than the next bill in the customer's billing cycle.	<p><i>Obligations 231 to 233</i></p> <p>Through discussions with the Regulatory and Compliance Team, we noted that Customer Service Officers have received sufficient training regarding how to provide information on tariff changes.</p> <p>Management advised that Simply Energy will notify customers of a variation in their tariffs in the next bill in the customer's billing cycle.</p> <p>Additionally, Simply Energy will give customers, upon request, information on tariffs at no charge. Simply Energy have published Energy Price Fact sheets on their website which contain information on tariffs that customers can be directed to. Customer service agents will also email or mail the information on tariffs as requested by the customer. This information can be provided verbally over the phone or in a written document if requested.</p> <p>Based on enquiries and examination of documentation, it was concluded that no activity took place during the audit period and we have rated the obligation as not rated.</p>
		Priority 4	
232	Compendium clause 10.1(2)	A retailer must give a customer on request, at no charge, reasonable information on the retailer's tariffs, including any alternative tariffs that may be available to the customer.	
		Priority 4	Control Adequacy: N/P
233	Compendium clause 10.1(3)	A retailer must give a customer the information requested on tariffs within 8 business days of the date of receipt of the request and, if requested, a retailer must provide the information in writing.	
		Priority 4	Control Adequacy: N/P

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Information & Communication (Cont.)			
234	Compendium clause 10.2(1)	A retailer must, on request, give a customer their billing data.	<p><i>Obligations 234 to 236</i></p> <p>Through discussions with the Regulatory and Compliance Team, we note that Customer Service agents are sufficiently trained to be able to generate billing data on the spot for the period requested by the customer. Billing data is stored in the system where the agents can run a report of the metering data and provide it to the customer upon request.</p> <p>We confirmed that Simply Energy have a documented process for managing requests for metering data, including timeframes for the data to be sent to the customer (within 10 business days in line with clause 10.2)</p> <p>Simply Energy have scripting in place to ensure that the agents can provide the customer with a statement of consumption and payments made upon request, free of charge, regardless of the period of time requested.</p> <p>Based on enquiries and examination of documentation, it was concluded that Simply Energy has complied with the obligation during the audit period.</p>
		Priority 4	
235	Compendium clause 10.2(2)	A retailer must give the requested billing data at no charge if a customer requests their billing data for a period less than the previous 2 years and no more than once a year, or in relation to a dispute with the retailer.	
		Priority 4	Control Adequacy: N/P
236	Compendium clause 10.2(3)	A retailer must give the requested billing data within 10 business days of the date of receipt of either the request, or payment of the retailer's reasonable charge for providing the billing data.	
		Priority 4	Control Adequacy: N/P

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Information & Communication (Cont.)			
237	Compendium clause 10.2(4)	A retailer must keep a customer's billing data for 7 years.	<p>Through discussions with the Regulatory and Compliance Team and system demonstration, we noted that Simply Energy has the capability to ensure that billing data is maintained for 7 years.</p> <p>However, we note that Simply Energy only commenced gas operations in Western Australia in July 2018. As such there is not 7 years of billing data to test.</p> <p>Based on these enquiries and walkthroughs, assessment on this obligation was not performed and cannot be rated for compliance.</p>
		Priority 4	Control Adequacy: N/P Compliance Rating: N/R
238	Compendium clause 10.3	A retailer must give a residential customer on request, at no charge, information on the types of concessions available to the customer, and the names and contact details of the organisation responsible for administering those concessions (if not the retailer)	<p><i>Obligations 238 to 239</i></p> <p>Through Discussions with the Regulatory and Compliance Team and from review of the Simply Energy's website, we noted that the following information is available free of charge:</p> <ul style="list-style-type: none"> concession information and relevant information. gas awareness and information, including external sources. <p>In addition to the information included on the website, Simply Energy agents provide support to customer by offering information at no charge on:</p> <ul style="list-style-type: none"> Energy efficiency; Government concession entitlements; and the availability of independent financial counselling services. <p>Through sample testing of sales calls completed during walkthrough performed, we also confirmed that, we confirmed that all customers were advised of concession options.</p> <p>Outside of sales calls, Simply Energy offers online customer services which are available to address customer requests.</p> <p>Based on enquiries and examination of documentation, it was concluded that Simply Energy has complied with the obligation during the audit period.</p>
		Priority 4	Control Adequacy: N/P Compliance Rating: 1
239	Compendium clause 10.4	A retailer must give, or make available, to a customer on request and at no charge, general information on: cost-effective and efficient ways to utilise gas (including referring a customer to a relevant information source) and the typical running costs of major domestic appliances.	<p>Through sample testing of sales calls completed during walkthrough performed, we also confirmed that, we confirmed that all customers were advised of concession options.</p> <p>Outside of sales calls, Simply Energy offers online customer services which are available to address customer requests.</p> <p>Based on enquiries and examination of documentation, it was concluded that Simply Energy has complied with the obligation during the audit period.</p>
		Priority 4	Control Adequacy: N/P Compliance Rating: 1

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Information & Communication (Cont.)			
240	Compendium clause 10.5	<p>If a customer asks for information relating to the distribution of gas, a retailer must give the information to the customer or refer the customer to the relevant distributor for a response.</p>	<p>Through Discussions with the Regulatory and Compliance Team, we confirmed that Simply Energy have established documents to provide essential contact details that customer may request, such as contact details of ATCO (the distributor) through the following:</p> <ul style="list-style-type: none"> Simply Energy makes all distributor contact details available on their website. This can be found at https://www.simplyenergy.com.au/home/electricity-and-gas/faults-and-emergencies. The contact details include a contact number and website URL for ATCO. Simply Energy Customer Bills have the 24-hour assistance number for the distributor in the local area provided at the top of the bill. We sighted a sample of bills and noted the information was provided. <p>Based on enquiries and examination of documentation, we can conclude that Simply Energy were compliant with the obligation during the audit period.</p>
		Priority 4	Control Adequacy: N/P Compliance Rating: 1

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Information & Communication (Cont.)			
245	Compendium clause 10.9	<p>A retailer and distributor must, to the extent practicable, ensure that any written information that must be given to a customer by the retailer, distributor or gas marketing agent under the Gas Marketing Code and the Compendium is expressed in clear, simple and concise language and is in a format that makes it easy to understand.</p> <p>Priority 5</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	<p>Through discussions the Regulatory and Compliance Team and review of Welcome Packs provided to customers, we confirmed that all information is presented in clear, simple and concise language and in a format that is easy to understand.</p> <p>The Welcome Pack is designed based on the obligations of the Gas Marketing Code and Compendium and represents an easy way for the customer to understand with a variety of contact numbers, in case the customer has any specific questions regarding the information disclosed.</p> <p>Based on enquiries and examination of documentation, it was concluded that Simply Energy has complied with the obligation during the audit period.</p>
246	Compendium clause 10.10(1)	<p>A retailer must advise a customer on request how the customer can obtain a copy of the Gas Marketing Code and the Compendium; and make a copy of the Gas Marketing Code and the Compendium available on the retailer's website.</p> <p>Priority 4</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	<p>Through examination of Simply Energy's website we note that Simply Energy have made available on their website the Gas Marketing Code and the Compendium of Gas License Obligations.</p> <p>We confirmed that Simply Energy sales agents have detailed guidelines and are sufficiently trained to provide these information to customers if requested or to direct them to Simply Energy's website accordingly.</p> <p>In addition to that, Simply Energy have confirmed that during the audit period, no customers have enquired about how they can obtain a copy of the Gas Marketing Code and the Compendium, however, will fulfil this request by directing the customers to its website or alternative means convenient for the customer.</p> <p>Based on enquiries and examination of documentation, we can conclude that Simply Energy were compliant with the obligation during the audit period.</p>

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Information & Communication (Cont.)			
249	Compendium clause 10.11(1)	<p>A retailer and distributor must make available to a residential customer on request, at no charge, services that assist the residential customer in interpreting information provided by the retailer or distributor (including independent multi-lingual and TTY services, and large print copies).</p>	<p>From discussions with the Regulatory and Compliance Team we confirmed that the interpreter service is provided to customers on request and at no charge.</p> <p>We confirmed also that details of the interpreter services available are communicated to customers through Welcome Packs, Bills and sales calls.</p> <p>From examination on a sample of Bills performed during walkthroughs, we noted that details include:</p> <ul style="list-style-type: none"> TTY service information independent multi-lingual services; and interpreter services with the National Interpreter Symbol and the words "Interpreter Services". <p>Based on enquiries and examination of documentation, it was concluded that Simply Energy has complied with the obligation during the audit period.</p>
		<p>Priority 4</p>	<p>Control Adequacy: N/P</p>
			<p>Compliance Rating: 1</p>
250	Compendium clause 10.11(2)	<p>A retailer and, if appropriate, a distributor must include on a residential customer's bill and bill related information, reminder notice and disconnection warning the telephone numbers for:</p> <ul style="list-style-type: none"> its TTY services; independent multi-lingual services; and interpreter services with the National Interpreter Symbol 	<p>From examination on a sample of Bills, Reminder notices and Disconnection warnings performed during walkthroughs, we noted that the following information is included as required:</p> <ul style="list-style-type: none"> TTY service information independent multi-lingual services; and interpreter services with the National Interpreter Symbol and the words "Interpreter Services". <p>Based on enquiries and examination of documentation, it was concluded that Simply Energy has complied with the obligation during the audit period.</p>
		<p>Priority 4</p>	<p>Control Adequacy: N/P</p>
			<p>Compliance Rating: 1</p>

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Complaints & Dispute Resolution			
251	Compendium clause 12.1(1)	A retailer and distributor must develop, maintain and implement an internal process for handling complaints and resolving disputes.	<p>Through discussions with the Regulatory and Compliance Team, the Customer Relations Team and Customer Advocacy Team as well as through examination of the Simply Energy Standard Complaints and Dispute Resolution Policy, we confirmed the following controls:</p> <ul style="list-style-type: none"> ▪ The Standard Complaints and Dispute Resolution Policy is available online and free of charge. ▪ Simply Energy have workflows set up within the Complaints Management System, Salesforce to ensure that all complaints are processed as per the Policy requirements. ▪ Simply Energy staff are required to complete extensive training relating to the management of complaints and disputes. Training material has been provided and reviewed. <p>In addition, during walkthrough performed we reviewed a sample of three complaints made by WA customers during the audit period and confirmed that internal process for handling complaints and resolving disputes were correctly implemented by Simply Energy in compliance with the obligation.</p> <p>Based on our testing, we did not identify any instances of non-adherence with Simply Energy's internal complaints handling process and therefore can conclude that Simply Energy has complied with the obligation during the audit period.</p>
		Priority 4	Control Adequacy: N/P Compliance Rating: 1

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observation and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Complaints & Dispute Resolution (Cont.)			
252	Compendium clause 12.1(2)	<p>The complaints handling process under clause 12.1(1) must comply with AS/NZS 10002:2014 and address, at the least, the criteria specified in subclauses 12.1(2)(b)-(c). The complaints handling process must be available at no cost to customers.</p>	<p>Control Deficiency</p> <p>Through discussions with the Regulatory and Compliance Team, the Customer Relations Team and Customer Advocacy Team as well as through examination of the Simply Energy Standard Complaints and Dispute Resolution Policy, we noted that:</p> <ul style="list-style-type: none"> ▪ The Standard Complaints and Dispute Resolution Policy includes the obligations under sub-clause 12.1 (2) (b) - (c) of the Compendium of Gas Customer Licence Obligations. ▪ The Policy additionally notes that Simply Energy's Dispute Resolution services are provided to the customer free of charge. <p>However, we note that the policy specifies that it is consistent with the Australian Standard, AS ISO 10002-2006 Customer Satisfaction - Guidelines for Complaints Handling in Organisations, and not the more recent 2014 edition.</p> <p>We acknowledge that Simply Energy's Standard and Non-Standard Form Contracts include reference to the updated 2014 standard and as such have been approved by the ERA.</p> <p>Based on discussion and through review of documentation, we note that Simply Energy was compliant with the obligation throughout the audit period.</p>
		Priority 4	Control Adequacy: B Compliance Rating: 1

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observation and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Complaints & Dispute Resolution (Cont.)			
254	Compendium clause 12.1(3)(a)	<p>When responding to a complaint, a retailer or distributor must advise the customer that the customer has the right to have the complaint considered by a senior employee within the retailer or distributor (in accordance with its complaints handling process).</p>	<p>Through discussions with the Regulatory and Compliance Team, the Customer Relations Team and Customer Advocacy Team as well as through examination of the Simply Energy Standard Complaints and Dispute Resolution Policy, we confirmed that complaints must be escalated to relevant team leaders as required.</p> <p>In addition, the Simply Energy Standard Complaints and Dispute Resolution Policy states that all dispute resolution services are available to customers free of charge.</p> <p>Based on enquiries and examination of documentation, it was concluded that Simply Energy has complied with the obligation during the audit period.</p>
		<p>Priority 4</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	
255	Compendium clause 12.1(3)(b)	<p>When a complaint has not been resolved internally in a manner acceptable to the customer, a retailer or distributor must advise the customer of the reasons for the outcome (on request, the retailer or distributor must supply such reasons in writing); and that the customer has the right to raise the complaint with the gas ombudsman or another relevant external dispute resolution body and provide the Free call telephone number of the gas ombudsman.</p>	<p>Through discussions with the Regulatory and Compliance Team, the Customer Relations Team and Customer Advocacy Team as well as through examination of the Simply Energy Standard Complaints and Dispute Resolution Policy, we noted that where a complaint has been internally resolved but not to a manner acceptable by the customer, Customer Advocacy representatives are trained to address the customer's concerns and will advise of the reasons for the outcome and advise the customer of the Energy and Water Ombudsman (WA) Free-call contact details in the event the customer is not satisfied. This information is also available on Simply Energy's website.</p> <p>We confirmed Simply Energy Quality Assurance assessment in place where Customer Advocacy agents are evaluated on a monthly basis against a quality framework which includes relevant processes and actions to ensure the agent is providing the customer with the best outcome. This quality assessment includes a sample of calls per agent that is checked to ensure compliance.</p> <p>Based on enquiries and examination of documentation, it was concluded that Simply Energy has complied with the obligation during the audit period.</p>
		<p>Priority 4</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Complaints & Dispute Resolution (Cont.)			
255A	Compendium clause 12.1(4)	<p>A retailer or distributor must, on receipt of a written complaint by a customer, acknowledge the complaint within 10 business days and respond to the complaint within 20 business days.</p>	<p>Through discussions with the Regulatory and Compliance Team and the Customer Relations Team, we noted that the Simply Energy Complaints Management Framework provides guidelines for the actioning of customer complaints.</p> <p>The guideline notes that acknowledgement of a complaint from a customer is completed in less than 10 business days and a complaint response will be delivered within 20 business days as per the requirements.</p> <p>Sample testing of three complaints did not note any complaints exceeding the guidelines specified within the Simply Energy Complaints Management Framework.</p> <p>Based on enquiries and examination of documentation, it was concluded that Simply Energy has complied with the obligation during the audit period.</p>
		<p>Priority 4</p>	<p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Complaints & Dispute Resolution (Cont.)			
256	Compendium clause 12.2	<p>A retailer must comply with any guideline developed by the ERA relating to distinguishing customer queries from customer complaints.</p> <p>Priority 4</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	<p>Through discussions with the Regulatory and Compliance Team and the Customer Relations Team, we were advised that Simply Energy has developed all internal processes and procedures for the management of customer complaints and enquiries based on Customer Complaint Guidelines - December 2016.</p> <p>Simply Energy customer service representatives are trained to distinguish and manage both customer queries and complaints. Where agent can't resolve, they are requested to escalate the issue to team leader who will either try to resolve the matter directly or make decision to refer to the Customer Advocacy Team.</p> <p>Based on enquiries and examination of documentation, it was concluded that Simply Energy has complied with the obligation during the audit period.</p>
257	Compendium clause 12.3	<p>A retailer, distributor and gas marketing agent must give a customer on request, at no charge, information that will assist the customer in utilising the respective complaints handling processes.</p> <p>Priority 4</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	<p>We note that Simply Energy has a Standard Complaints and Dispute Resolution Policy which contains information to assist customers through the complaints handling process. This policy is available free of charge on the "Complaints, feedback and compliments" page of the Simply Energy website.</p> <p>Additionally, we note that all requests are forwarded to the Customer Advocacy Team who subsequently action all complaints.</p> <p>Based on our review of customer complaints, there were no compliance breaches noted with respect to the provision of this information and furthermore charging for this information.</p>

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Complaints & Dispute Resolution (Cont.)			
258	Compendium clause 12.4	<p>When a retailer, distributor or gas marketing agent receives a complaint that does not relate to its functions, it must advise the customer of the entity that it reasonably considers to be the appropriate entity to deal with the complaint (if known).</p>	<p>We note that all complaints are captured via the same channels and the Customer Advocacy Team assigns each complaint to the specific business area.</p> <p>Customer Service representatives are trained to never refuse a customer's requests to discuss their complaint with the team leader of the Customer Advocacy Team.</p> <p>Based on enquiries and examination of documentation, it was concluded that Simply Energy has complied with the obligation during the audit period.</p>
		<p>Priority 4</p>	<p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>

4. DETAILED FINDINGS (CONT.)

4.7 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Record Keeping & Reporting			
281	Compendium clause 13.1	A retailer and a distributor must prepare a report in respect of each reporting year setting out the information specified by the ERA.	<p><i>Obligations 281 to 283</i></p> <p>Through discussions with the Regulatory and Compliance team and through review of email correspondence between Simply Energy and the ERA, we noted that for the 2020 and 2021 financial years, Simply Energy was requested to submit their annual performance report.</p> <p>Email correspondence noted that Simply Energy submitted their performance report to the ERA in the specified form prior to the due date of the 30th of September for FY20 and FY21.</p> <p>We additionally, reviewed email correspondence showing the submissions of Simply Energy's compliance reports for the 12 months ended 30 June 2020 and 2021. We noted that in each instance the compliance reports were provided to the ERA prior to the due date of the 30th of August.</p> <p>In addition, we noted that the performance report was subsequently published to the Simply Energy website within the timeframe required. Based on discussions and review of documentation, we noted that Simply Energy complied with the obligation for the audit period.</p>
		Priority 4	
282	Compendium clause 13.2	A report referred to in clause 13.1 must be provided to the ERA by the date, and in the manner and form, specified by the ERA.	
		Priority 4	Control Adequacy: N/P
283	Compendium clause 13.3	A report referred to in clause 13.1 must be published by the date specified by the ERA.	
		Priority 4	

APPENDIX A - REFERENCES

Simply Energy Personnel participating in the Performance Audit

Compliance Reporting

- Michelle Lewis (Compliance Manager)
- James Barton (General Manager Regulation)
- Jonathan Surtees (Senior Compliance Officer)

Connections and Transfers

- Adrian Sargent (Operations Manager)

Financial Hardship

- Sweta Nasit (Customer Service Manager)
- Joel Arnold (Credit Manager)

Key Documents Reviewed

Please note this list is not exhaustive:

Connections and Transfers

- Knowledge Article: Action a Critical Address Difference
- Knowledge Article: Action a Not Approved or Not Aware Exception
- Knowledge Article: Action an Object to Transfer – Retro Exception
- Knowledge Article: Manage a Customer Win Back Request
- Knowledge Article: Manage a TWADS Report
- Knowledge Article: Process a Site Transfer
- Knowledge Article: Raise Helpdesk to AEMO for CFRO Notification
- Process Flow Document: Timeline Lifecycle – Transfers Overview
- Knowledge Article: Transfer Stages Exceptions and Change Requests Overview
- Knowledge Article: Transfer Stages Overview
- Knowledge Article: Transfers Exceptions Overview
- Knowledge Article: Transfers Overview

Sales and Marketing

- Andrew Jacques (Head of Sales – Residential and SME)

Complaints & Disputes

- Addam Cao (Customer Relations Manager)

Billing

- Ankur Bhatia (Billing and Payment Manager)
- Purnima Gadiyar (Senior Digital Initiatives Manager)

Disconnections and Reconnections

- Joel Arnold (Credit Manager)

Marketing

- WA Audit – S&M Questions – Feb 23rd 2022
- Master Call Flow – V7 January 2022
- Compliance Culture 2021 OEKdqg73
- Compliance Culture Main Module
- Compliance Quiz_V1.2
- Links to Compliance Culture Preview Courses
- Sales Scorecard – 2021 July V.3
- WA Gas Residential Customer Journey Log
- Standard Welcome Pack
- Non-Standard Welcome Pack
- Welcome Pack, WA, Non Standard, Without Customer Details

APPENDIX A – REFERENCES (CONT.)

Key Documents Reviewed (Cont.)

Disconnection - Reconnection

- Knowledge Article: Common Activity Requests
- Knowledge Article: Disconnection Request – DMGT
- Knowledge Article: Gas Activity Requests – Disconnection Activity Requests
- Knowledge Article: Manage a Customer That Has Been Disconnected
- Knowledge Article: Manage s Disconnection for Non-Payment
- Knowledge Article: Manage a DNUU or DNP Service Order Procedure Map
- Knowledge Article: Manage a Re-Energisation Enquiry
- Knowledge Article: Occupant Account Management – DMGT
- Knowledge Article: Raise a De-Energisation Request
- Knowledge Article: Raise a Re-Energisation Request
- Knowledge Article: Raise Meter Activity Request
- Knowledge Article: Raise the Re-Energisation Activity
- Knowledge Article: Re-Energisation Activity Requests
- Knowledge Article: Submit Locks and Plugs Request
- Procedure Schedule: Pre and Post Collection Journey (Excel)
- Collections Journey (SF Production) (Excel)
- VDM Collections (Excel)
- Checklist Samples
- Customer and Checklist Information
- Disconnection Letter: Disconnection Warning Notice
- Final Disconnection Warning Letter
- Confirmation WA Gas Concessions are Available
- Disconnection – Reconnection Related Articles

Billing

- Knowledge Article: Billing Overview – Bill Creation
- Knowledge Article: Manage a Bill in Dispute
- Knowledge Article: Validate a Meter Read
- Knowledge Article: Determine Bill Correctness
- Knowledge Article: Check for Bill Correctness Procedure Map
- Knowledge Article: Determine Bill Correctness
- Knowledge Article: Apply Credits or Charges
- Knowledge Article: Calculate an Over and Under Charge
- Related Articles - Simply Energy Billing
- Knowledge Article: Billing Overview
- Knowledge Article: Billing Overview – Bill Creation
- Knowledge Article: Billing Overview – Bill Delivery
- Knowledge Article: Billing Overview – Bill Explanation
- Knowledge Article: Billing Overview – Billing Information
- Knowledge Article: Billing Overview – Calculating Usage
- Knowledge Article: Billing Overview – High Bills and Disputes
- Knowledge Article: Billing Overview – Other Billing Tasks
- Knowledge Article: Billing Overview – Overcharges and Under

Complaints & Dispute Resolution

- Simply Energy Dispute Resolution Procedure
- Simply Energy's Complaints Articles
- Salesforce Overview – Complaints Management

APPENDIX A – REFERENCES (CONT.)

Key Documents Reviewed (Cont.)

General

- Organisational Chart
- 2021 Gas Performance Reporting Datasheet
- Annual Performance Report 2019-20
- Procedure: Regulatory Reporting Process
- Procedure: Compliance EIC Investigation Work Instruction
- Procedure: Regulatory Reporting Process
- Procedure: Policy for Management Compliance Related Records
- 2021 Annual Compliance Report – GTL16
- Compliance EIC Investigation Work Instruction
- Lodgement of Annual Compliance Report (1 July 2020 to 30 June 2021)
- 2021 Gas Performance Reporting Datasheet
- Simply Energy Annual Performance Report (2019-20)

Payment Difficulties & Financial Hardship

- Western Australia – Hardship Policy
- Knowledge Article: Manage a Request for the Hardship Policy
- Screenshot of Workflow in HUB to Send Hardship Policy to Customers After Request
- Search View or Send Documents
- Example of Business Customer established on Payment Plan
- Knowledge Article: Payment Difficulties and Hardship Overview
- Knowledge Article: Payment Difficulties and Hardship - Payment Plans
- Knowledge Article: Payment Difficulties and Hardship - Comms and Payment Reminders
-

Payment Difficulties & Financial Hardship (Cont.)

- Knowledge Article: Payment Difficulties and Hardship - Government Grants
- Knowledge Article: Payment Difficulties and Hardship - Hardship Program
- Knowledge Article: Payment Difficulties & Financial Hardship – Related Articles
- Activation Letter – Bill Assist
- Welcome Letter – Bill Assist Program
- Knowledge Article: Create a New Hardship Referral
- Screenshot of Process Document for Handling Instances of Consumer Representatives Assessing Hardship
- Screenshot of Credit Payment Applied to WA Gas Customers During the Audit Period
- Screenshot of Reduced Charges Flagged in HUB
- Screenshots of a Defaulted Payment Plan
- Screenshot of Outbound Task in Salesforce to Establish New Payment Plan After Missing Payment
- Screenshot of workflow in HUB to Send Hardship Policy to Customers After Request
- Knowledge Article: Search, View, or Send Documents
- Screenshot of Example of Business Customer Established on Payment Plan

Quality Assurance

- Simply Energy Quality Compliance Framework V3
- Sales Compliance Quality Assurance Scorecard (Excel)
- Regulatory and Compliance Marking Companion (Excel)
- Weekly Quality Assurance Summaries (WE 27 February) – Complaints

APPENDIX B – WORK SCHEDULE

RSM Staff

RSM Staff who were involved in the Performance Audit include:

- Tim Pittaway – Engagement Partner
- Jacob Elkhishin – Quality Assurance Partner
- Nicole Mohan – Principal
- Leonardo Jaque – Manager
- Tynan Drought – Senior Consultant
- Thomas Bofinger – Senior Consultant
- Rigby Clark – Consultant
- William Carrington – Assistant

Resumes for the RSM staff were outlined in the proposal accepted by Simply Energy and the Auditors Approval Submission document presented to the ERA.

Timeframe and Work Schedule

The planning and risk assessment phases of the Performance Audit were completed in February and March 2022, after which the draft Audit Plan and risk assessment was presented to Simply Energy for comment prior to submission to the ERA for review and approval. The Final Audit Plan was approved by the ERA on 21 March 2022.

Fieldwork and detailed compliance testing was undertaken remotely through the use of an online sharefile and video conferencing tools during the months of April and May 2022. This enabled a draft report to be submitted to the ERA by the due date of 28 April 2022.

In summary, the time allocated for each task per team member was as follows:

Task	RSM Personnel	Hours	Total Hours
Planning & Commencement 14 February – 28 February 2022	Tim Pittaway – Engagement Partner	2	84
	Leonardo Jaque – Manager	27	
	Tynan Drought – Senior Consultant	30	
	Brianna Baird - Consultant	10	
	William Carrington – Assistant	10	
Walkthroughs & Fieldwork 28 February – 8 April 2022	Tim Pittaway – Engagement Partner	21	600
	Leonardo Jaque – Manager	144	
	Tynan Drought – Senior Consultant	134	
	Thomas Bofinger – Senior Consultant	109	
	Rigby Clark – Consultant	107	
	William Carrington – Assistant	85	

APPENDIX B – WORK SCHEDULE (CONT.)

Timeframe and Work Schedule

Task	RSM Personnel	Hours	Total Hours
Completion & Reporting 11 April – 31 May 2022	Tim Pittaway – Engagement Partner	10	80
	Jacob Elkhishin – Quality Assurance Partner	5	
	Leonardo Jaque – Manager	29	
	Thomas Bofinger – Senior Consultant	30	
	Rigby Clark – Consultant	6	

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