



Effective 1 September 2009

Version 2

**Victorian LPG Retail Code**

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## **Part 1 INTRODUCTION**

### **1. SCOPE OF THIS CODE**

#### **1.1 This Code is an industry code**

- (a) This Code, the Victorian LPG Retail Code, has been established by industry with the support of the Victorian Government. LPG Retailers may volunteer to comply with this Code.
- (b) By volunteering, among other things an LPG Retailer agrees to participate in EWOV's dispute resolution scheme and to be bound by any decision made by EWOV about a Customer's complaint.
- (c) To avoid doubt, EWOV's jurisdiction does not extend to complaints relating to the setting of prices or determining price structures

#### **1.2 Objectives of this Code**

The objectives of this Code are to protect the interests of all domestic Customers by prescribing minimum standard service levels that LPG Retailers should meet when selling them LPG.

#### **1.3 Minimum standards for the sale of LPG**

LPG Retailers who agree to be bound by this Code must include terms in their Contracts with Customers, and must ensure that their Agents include terms in their Contracts with Customers, that are consistent with the minimum standards for the sale of LPG reflected in Parts 2 to 8 (inclusive) of this Code. They must also observe those minimum standards in their dealings with Customers generally, and must ensure their Agents do likewise.

#### **1.4 Different kinds of sales of LPG**

This Code deals with 3 main kinds of sales of LPG, as follows. The rights and obligations of an LPG Retailer and of a Customer differ depending on what kind of sale they enter into:

- (a) an Advanced Payment Sale, where the Customer pays for the LPG before the time the LPG is delivered;
- (b) a Payment on Delivery Sale, where the Customer pays for the LPG at the time the LPG is delivered; and
- (c) a Sale on Account, where the Customer pays for the LPG after the time the LPG is delivered.

#### **1.5 Where this Code applies and does not apply**

This Code only applies to sales where LPG is delivered to a domestic Customer's site. It does not apply to the sale of LPG to business customers nor does it apply to point of sale deliveries (e.g., where at its own premises an LPG Retailer fills a cylinder used by a person at the person's site or for a barbeque or for camping).

#### **1.6 Commencement**

This Code commences to apply, and LPG Retailers may volunteer to comply with this Code, with effect on and from 1 July 2005.

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## **1.7 Transitional arrangements for pre-Code Contracts**

This Code only applies to Contracts that an LPG Retailer enters into with a Customer after the LPG Retailer has volunteered to comply with this Code. However, even for Contracts entered into before then, an LPG Retailer must comply with the complaints and dispute resolution provisions in clause 21 of this Code. This Code also applies if such a Contract is renewed, or the terms of it are varied, after the LPG Retailer has volunteered to comply with this Code.

## **2. CODE GOVERNANCE**

### **2.1 Establishment of this Code**

After consultation with Customer representatives, EWOV and other stakeholders interested in the sale of LPG, and with the support of the Minister for Energy Industries and Resources, the board of directors of LPG Australia approved this Code on 25 May 2005.

### **2.2 Code Governance Body**

- (a) There is to be a Code Governance Body consisting of 4 or 5 members as follows:
  - 1) two consumer members appointed by the Minister after consultation with stakeholders interested in the sale of LPG, including EWOV;
  - 2) two industry members appointed by the President of LPG Australia; and
  - 3) if for the purpose of any meeting of the Code Governance Body any two or more of the four consumer and industry members want a fifth member, there is to be an independent chairperson who, at the request of those members, is to be appointed for that meeting by the Chairperson of EWOV. The meeting of the Code Governance Body is to be adjourned to the extent necessary to allow for the appointment of the independent chairperson.
- (b) The functions of the Code Governance Body are:
  - 1) to review and change this Code [clause 2.3];
  - 2) to receive voluntary undertakings and withdrawals from LPG Retailers [clause 3.1];
  - 3) to manage the promotion of compliance with this Code [clause 3.3]; and
  - 4) such other functions as are conferred on the Code Governance Body under this Code.
- (c) The Code Governance Body must appoint one of its members as its secretary.
- (d) A person appointed by the Minister or by the President of LPG Australia, as the case may be, ceases to be a member of the Code Governance Body if that person delivers a written resignation to the Minister or to the President. The resignation is effective from when the Minister or the President, as the case may be, fills the vacancy by appointing a new member of the Code Governance Body.
- (e) The quorum for a meeting of the Code Governance Body is four.
- (f) The Code Governance Body may determine its own procedures.

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- (g) The Code Governance Body is to meet at least 3 times each year.
  - (h) A meeting of the Code Governance Body must be called by the secretary, if any member of the Code Governance Body requests one. If within 7 days of receiving the request the secretary does not give notice of the meeting, the member requesting the meeting may call it.
  - (i) A resolution is carried at a meeting of the Code Governance Body if a simple majority of those present and voting vote in favour of it. The chairperson has a deliberative vote and, if an independent chairperson is appointed for a meeting as contemplated by clause 2.2(a)(3), a second or casting vote.
  - (j) The costs of the Code Governance Body are to be borne by LPG Australia.

### **2.3 Ongoing review**

This Code will be reviewed on an ongoing basis by the Code Governance Body. Following consultation with the Minister and stakeholders interested in the sale of LPG, including EWOV and LPG Australia, the Code Governance Body may change this Code.

## **3. COMPLIANCE WITH THIS CODE**

### **3.1 Volunteering to comply with this Code**

- (a) Any LPG Retailer may volunteer to comply with this Code by writing to the Code Governance Body undertaking to do so. A form of voluntary undertaking is included in schedule 1.
- (b) The LPG Retailer may also withdraw that voluntary undertaking by giving the Code Governance Body 6 months written notice (unless the LPG Retailer is also exiting the market for the purchase and sale of LPG in which case the written notice may have immediate effect).

### **3.2 Education and training**

- (a) An LPG Retailer must implement education and training programs to ensure its employees and Agents understand that the LPG Retailer has volunteered to comply with this Code and know what they must do to ensure compliance.
- (b) An LPG Retailer will cooperate with and facilitate a Department of Human Services initiated annual training session covering LPG energy concessions and rebates. This training session is to be conducted at an LPG Retailer's premise or an alternative location that will ensure attendance by relevant LPG Retailer staff.

[Note - Nothing in clause 3.2 (b) prohibits the LPG Retailer from also conducting the training requirement under clause 3.2(a) at the same session]

### **3.3 Promoting compliance with this Code**

- (a) An LPG Retailer which has volunteered to comply with this Code, and which complies with this Code, may promote itself to Customers on that basis (including by way of using any logo approved by the Code Governance Body for this purpose).
- (b) If the Code Governance Body informs an LPG Retailer that the Code Governance Body reasonably believes that the LPG Retailer is or has been materially or systemically non-compliant with this Code, identifying where the LPG Retailer is or has been non-compliant, the LPG Retailer must stop promoting itself as complying with this Code until such time as the LPG Retailer has remedied the non-compliance.

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**Part 2**  
**ENTERING INTO A CONTRACT****4. INFORMATION ABOUT THE TERMS OF SALE**

- (a) If a Customer asks for information about the basis on which an LPG Retailer may sell LPG, the LPG Retailer must provide that information, including a copy of any general terms and conditions forming part of the Contract the LPG Retailer would enter into with the Customer.
- (b) The LPG Retailer must also provide the Customer with an explanation of:
  - 1) any other services the LPG Retailer will supply (e.g., whether the LPG Retailer will both sell the LPG and deliver or arrange for the delivery of the LPG);
  - 2) the term of the Contract (i.e., is it an open ended Contract or a Fixed Term Contract); and
  - 3) who owns the cylinder in which the LPG will be stored and who is responsible for the maintenance of it and other safety considerations.
- (c) This information may be sent to the Customer by post or by e-mail.

**5. APPLICATION BY CUSTOMER**

Before entering into a Contract with a Customer, an LPG Retailer may require the Customer to complete an application calling for information about the Customer including:

- (a) evidence of the Customer's identity (e.g., a driver's licence, a current passport or another form of photographic identification, a current concession card or a birth certificate);
- (b) the Customer's contact details; and
- (c) if the Customer rents the Customer's site, the landlord's contact details or those of the landlord's property agent.

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**Part 3**  
**DELIVERY OF LPG****6. WHEN DELIVERY IS DUE**

- (a) If under their Contract an LPG Retailer must deliver or arrange for the delivery of LPG to a Customer's site, the LPG Retailer must do that so that the LPG is delivered as soon as practicable.
- (b) Where the Customer has nominated a preferred delivery date, the LPG must be delivered on that date or on the date of the first scheduled delivery run after that date on which it is practicable to deliver the LPG.
- (c) However, in either case, no delivery is required:
  - 1) unless the Customer's site is reasonably proximate to an existing commercially viable delivery run offered by the LPG Retailer;
  - 2) unless and until there is suitable access to cylinders at the Customer's site;
  - 3) unless and until the delivery site and the cylinders comply with all applicable LPG safety laws and all relevant LPG safety standards; and
  - 4) if the sale of the LPG is an Advance Payment Sale, unless and until the Customer has made advance payment.

**7. DELIVERY DOCKETS**

The LPG Retailer must give the Customer, or arrange for the Customer to be given, a delivery docket at the time the LPG is delivered.

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## **Part 4**

### **RECEIPTS, INVOICES AND STATEMENTS OF ACCOUNT, AND PAYMENT**

## **8. WHEN RECEIPTS, INVOICES AND STATEMENTS OF ACCOUNT MUST BE GIVEN**

### **8.1 Advance Payment Sales**

For an Advance Payment Sale:

- (a) the LPG Retailer must issue a receipt to the Customer at the time the Customer pays for the LPG; and
- (b) if the LPG Retailer does not include all of the Required Information in the receipt, the LPG Retailer must issue a statement of account to the Customer within 30 days of the date on which the LPG is delivered, with the statement of account to include all of the Required Information for the Advance Payment Sale.

### **8.2 Payment on Delivery Sales**

For a Payment on Delivery Sale:

- (a) the LPG Retailer must issue a receipt to the Customer at the time the LPG is delivered. This may but need not be combined with a delivery docket; and
- (b) if the LPG Retailer does not include all of the Required Information in the receipt, the LPG Retailer must issue a statement of account to the Customer within 30 days of the date on which the LPG is delivered, with the statement of account to include all of the Required Information for the Payment on Delivery Sale.

### **8.3 Sales on Account**

For a Sale on Account, the LPG Retailer must issue an invoice to the Customer within 30 days of the date on which the LPG is delivered, with the invoice to include all of the Required Information for the Sale on Account.

### **8.4 Required Information may be included in accompanying documents**

For the purposes of clauses 8.1, 8.2 and 8.3, Required Information will be taken to be included in a receipt, invoice or statement of account issued to the Customer if it is included by the LPG Retailer in a document accompanying the receipt, invoice or statement of account.

## **9. CONTENTS OF RECEIPTS, INVOICES AND STATEMENTS OF ACCOUNT**

### **9.1 Required Information**

This is the Required Information:

- (a) the Customer's name and any account number, site address and any relevant mailing address;
- (b) the total amount of LPG supplied, in litres, kilograms or number of cylinders;

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- (c) the amount paid or payable for the LPG supplied, either inclusive or exclusive of GST but in any event exclusive of any delivery, rental, service or other charge, in dollars and, if possible, in dollars or cents per litre, per kilogram or per cylinder;
  - (d) the total amount paid or payable;
  - (e) details of any delivery, rental, service or other charge not included in the total amount paid or payable which will be imposed separately by the LPG Retailer;
  - (f) for Sales on Account, the pay by date;
  - (g) a summary of payment methods and payment arrangement options;
  - (h) details of EWOV and the availability of Concessions, in accordance with any guideline issued by the Code Governance Body. These details need not be given to a Customer more than twice in any one calendar year; and
  - (i) a telephone number for invoicing and payment enquiries and a 24 hour contact telephone number for faults and emergencies.

## **9.2 Arrears, credits and unused advance payments**

On request, an LPG Retailer must issue to a Customer a statement of any amount of arrears or credit and the amount of any unused advance payment.

# **10. ADJUSTMENT OF AN INVOICE, A RECEIPT OR A STATEMENT OF ACCOUNT**

## **10.1 Review**

- (a) An LPG Retailer must review a Customer's invoice, receipt or statement of account at the Customer's request. During the review, the Customer must pay that portion of any invoice that the Customer and the LPG Retailer agree is not in dispute.
- (b) If the invoice, receipt or statement of account is:
  - 1) correct, the Customer must pay any unpaid amount;
  - 2) incorrect, the LPG Retailer must adjust the invoice, receipt or statement of account with any undercharging or overcharging to be dealt with in accordance with clauses 10.2 and 10.3 respectively.

## **10.2 Undercharging**

If an LPG Retailer has undercharged or not charged the customer, the LPG Retailer may recover the undercharged amount from the Customer but, in doing so, the LPG Retailer may not recover more than the amount undercharged in the 9 months before the date on which the LPG Retailer notifies the Customer that the undercharging has occurred.

## **10.3 Overcharging**

- (a) Where an LPG Retailer has overcharged a Customer, the LPG Retailer must repay the amount by crediting the amount on the Customer's next invoice or, if the Customer reasonably instructs the LPG Retailer to repay the amount some other way, in accordance with the Customer's reasonable instructions.
- (b) If the Customer is not aware of any such overcharging, neither by virtue of any review of an invoice, receipt or statement of account nor otherwise, the LPG Retailer must inform the Customer within 10 Business Days of the LPG Retailer becoming aware of the overcharging.

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## **11. PAYMENTS FOR SALES ON ACCOUNT**

### **11.1 When payment is due**

A Customer must pay an invoice for a Sale on Account by the pay by date specified in the invoice. The pay by date in the invoice must not be a date that is less than 14 Business Days from the date of the invoice.

### **11.2 Payment methods**

- (a) An LPG Retailer must accept payment from a Customer for a Sale on Account using any of the
  - 1) following payment methods:
  - 2) in person at a network of agencies or payment outlets;
  - 3) by mail;
  - 4) by direct debit arrangement.
  
- (b) Before a direct debit arrangement may be used, the Customer and the LPG Retailer must agree in writing:
  - 1) the amount, preferred date and frequency of the direct debits;
  - 2) that the arrangement may be cancelled through the relevant financial institution or the LPG Retailer, at the option of the Customer;
  - 3) that, if the Customer cancels the arrangement through the relevant financial institution, the customer must use best endeavours to notify the LPG Retailer as soon as practicable after the cancellation;
  - 4) that, if the Customer cancels the arrangement through the LPG Retailer, the LPG Retailer must use best endeavours to notify the relevant financial institution as soon as practicable after the cancellation; and
  - 5) another payment method to apply if the Customer cancels the direct debit arrangement.

### **11.3 Payment in advance**

On request from a Customer, an LPG Retailer must accept payment in advance for Sales on Account, provided the Customer pays by a method which is acceptable to the LPG Retailer.

### **11.4 Fees and charges for dishonoured payments**

If a Customer's payment for an Advance Payment Sale, a Payment on Delivery Sale or a Sale on Account is dishonoured or reversed, and the reason for that is the Customer's fault, the LPG Retailer may recover from the Customer any fee the LPG Retailer incurs as a result and impose an additional charge that is not greater than the amount required to compensate the LPG Retailer for administrative costs incurred as a result of the dishonour or reversal.

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### **11.5 When the Customer's site is vacated**

- (a) A Customer must give the LPG Retailer notice of the date on which the Customer will or did vacate the Customer's site. If the Customer does so, and the LPG Retailer is yet to send the Customer an invoice for a Sale on Account, the Customer must also give the LPG Retailer a forwarding address to which a final bill may be sent.
- (b) If:
  - 1) a Customer gives the LPG Retailer at least 3 Business Days advance notice of the vacation date, the Customer has no obligation to pay the LPG Retailer for any LPG delivered to the site after the vacation date; and
  - 2) a Customer does not give such advance notice, the LPG Retailer may charge the Customer for LPG delivered to the site after the vacation date but will have no entitlement to impose such a charge on and from the 3rd Business Day after the Customer notifies the LPG Retailer that the Customer has vacated the site.

## **Part 5 OWNERSHIP OF AND RISK IN LPG**

### **12. WHEN OWNERSHIP OF LPG CHANGES**

Ownership of LPG changes from an LPG Retailer to a Customer:

- (a) for an Advance Payment Sale, on delivery;
- (b) for a Payment on Delivery Sale or a Sale on Account, at the time the LPG is paid for.

### **13. RISK**

Whether under an Advance Payment Sale, a Payment on Delivery Sale or a Sale on Account, LPG remains at the LPG Retailer's risk until it is delivered to the Customer's site. From then the LPG is at the Customer's risk.

**Part 6**  
**CREDIT MANAGEMENT****14. REFUNDABLE ADVANCES****14.1 Application**

This clause 14 applies only to an existing or proposed Account Customer who has or wants to have an on-site cylinder or cylinders with capacity of 190 kilograms or less of LPG. This Code does not prescribe any minimum standards in respect of the terms on which an LPG Retailer may require security from any other existing or proposed Account Customer who has or wants to have an on-site cylinder or cylinders with capacity of more than 190 kilograms of LPG.

**14.2 Limitations on requiring Refundable Advances**

Where under clause 14.1 this clause 14 applies to an existing or proposed Account Customer, an LPG Retailer may require the Account Customer to provide a Refundable Advance if and only if:

- (a) the Account Customer is a proposed Account Customer of the LPG Retailer and:
  - 1) fails to provide acceptable identification (e.g., a driver's licence, a current passport or another form of photographic identification, a current concession card or a birth certificate); or
  - 2) does not meet the LPG Retailer's creditworthiness requirements; or
- (b) as at the day the Refundable Advance is required, the Account Customer owes the LPG Retailer more than \$100 for the sale or delivery of LPG, being an amount which has remained unpaid for more than 30 days after the pay by date specified in the relevant invoice.

**14.3 Use of Refundable Advances**

- (a) An LPG Retailer may only use a Refundable Advance to offset any amount owed by the Account Customer to the LPG Retailer if the Account Customer:
  - 1) fails to pay an invoice and that results in the LPG Retailer stopping the further delivery of LPG to the Account Customer under clause 17.1; or
  - 2) vacates the Account Customer's site.
- (b) If an LPG Retailer uses an Account Customer's Refundable Advance the LPG Retailer must provide to the Account Customer an account of its use.
- (c) An LPG Retailer must repay to an Account Customer, in accordance with the Account Customer's reasonable instructions, the amount of a Refundable Advance as soon as practicable after the Account Customer completes one year's worth of payments by the pay by dates on the LPG Retailer's invoices. If no reasonable instructions are given by the Account Customer, the LPG Retailer must credit the amount of the Refundable Advance on the Account Customer's next invoice.
- (d) As soon as practicable after the termination or expiry of their Contract, an LPG Retailer must repay any balance of a Refundable Advance remaining after it has been used by the LPG Retailer under clause 14.3(a), in accordance with the Account Customer's reasonable instructions.

#### **14.4 Maximum Refundable Advance**

The maximum amount of any Refundable Advance that an LPG Retailer may require under clause 14.2 is the lesser of:

- (a) \$300; and
- (b) the price the LPG Retailer will charge the Account Customer for the sale and delivery of the LPG the Account Customer wants delivered.

### **15. PAYMENT DIFFICULTIES**

#### **15.1 Instalment plans and advice on payment difficulties**

If an Account Customer informs an LPG Retailer that the Account Customer is experiencing difficulties in paying an invoice or requires payment assistance, the LPG Retailer must:

- (a) offer the Account Customer an instalment plan or other new payment arrangement; and
- (b) offer the Account Customer details on:
  - (i) Concessions (including Non Mains Winter Energy Concession NMWEC and Non Mains Utility Relief Grant Scheme NURGS) and the Department of Human Services concession contact telephone number;
  - (ii) The availability of independent financial counselling.

Unless and until the LPG Retailer has made these offers and provided this information, the LPG Retailer may not commence legal proceedings for recovery of a debt from an Account Customer.

#### **15.2 Debt collection**

- (a) The LPG Retailer must also not commence proceedings while an Account Customer continues to make payments according to an agreed payment arrangement.
- (b) An LPG Retailer must comply with any relevant guidelines on debt collection issued by the Australian Competition and Consumer Commission or by Consumer Affairs Victoria.
- (c) An LPG retailer will withdraw any late payment fee applicable to a customer's account if the customer is successful in receiving a Non Mains Utility Relief Grant Scheme (NURGS) concession related to such account.

### **16. INSTALMENT PLANS**

- (a) In offering an instalment plan to an Account Customer, an LPG Retailer must offer an instalment plan under which the Account Customer may either make advance payments towards the Account Customer's next invoice or pay any amount in arrears.
- (b) An LPG Retailer offering an instalment plan must:
  1. specify the period of the plan and the amount of the instalments (which must reflect the Account Customer's consumption needs and capacity to pay), the number of instalments and how the amount of them is calculated, the amount of the instalments which will pay the Account Customer's arrears (if any) and estimated consumption during the period of the plan; and

2. make provision for re-calculating the amount of the instalments where the difference between the Account Customer's estimated consumption and actual consumption may result in the Account Customer being significantly in credit or debit at the end of the period of the plan.

## **Part 7 STOPPING FURTHER DELIVERIES**

### **17. GROUNDS FOR STOPPING FURTHER DELIVERIES**

#### **17.1 Non-payment of an invoice or Refundable Advance**

- (a) An LPG Retailer may stop a delivery of LPG to an Account Customer if the Account Customer fails to pay an amount due to the LPG Retailer by the relevant pay by date, or fails to provide a Refundable Advance or other security required by the LPG Retailer by the due date for that Refundable Advance or other security, but only if:
- (1) first, after the relevant pay by date, the LPG Retailer has given the Account Customer a reminder notice;
  - (2) second, after the reminder notice is given, the LPG Retailer has given the Account Customer a delivery warning that includes:
    - (A) a statement that the LPG Retailer will stop any delivery of LPG due 7 Business Days or more after the date the Account Customer receives the delivery warning;
    - (B) the telephone number for payment assistance enquiries; and
    - (C) information about EWOV or is accompanied by another document including information about EWOV; and
  - (3) third, before the delivery of LPG stops, the Account Customer either has not agreed to a new payment arrangement or, having agreed to a new payment arrangement, fails to make a payment under it.
- (b) However, an LPG Retailer must not refuse to deliver LPG to an Account Customer in these circumstances :
- (1) if the amount payable is less than seventy dollars or any variation to this amount as nominated by the Code Governance Body;
  - (2) if the Account Customer has made a complaint to EWOV which is within EWOV's jurisdiction and the complaint remains unresolved;
  - (3) if the Account Customer has formally applied for a Utility Relief Grant and a decision on the application has not been made; or
  - (4) if the only amount the Account Customer has not paid is an amount that does not relate to the sale or delivery of LPG.

#### **17.2 Commercial viability**

If the sale of LPG to a Customer is no longer commercially viable for the LPG Retailer, the LPG Retailer may stop further deliveries of LPG.

#### **17.3 Denying access to the cylinder**

An LPG Retailer may stop the delivery of LPG to a Customer if, due to the Customer's acts or omissions, the Customer's cylinder is not accessible.

#### 17.4 Delays and stoppages in emergencies etc

- (a) An LPG Retailer may also stop or delay a delivery of LPG where that is necessary:
  - (1) in an emergency;
  - (2) to allow the Customer's cylinders or LPG installation to be maintained or repaired; or
  - (3) for health or safety reasons.
- (b) In any of those circumstances, the LPG Retailer may also interrupt the supply of LPG from the Customer's cylinder to the Customer's LPG installation.
- (c) An LPG Retailer must provide the Customer with information about the reasons for any delay or stoppage in the delivery of LPG to the Customer and the expected duration of the delay. That information must be provided:
  - (1) where a stoppage is for health or safety reasons but there is no emergency, before the stoppage; and
  - (2) otherwise, as soon as practicable after any request by the Customer.
- (d) In an emergency, the LPG Retailer must also make information about the reasons for the delay or stoppage and its expected duration available on a 24 hour telephone number. Alternatively, the LPG Retailer must write to the Customer.

#### 18. RESUMPTION OF DELIVERIES

If an LPG Retailer has stopped a delivery of LPG to a Customer's site as a result of:

- (a) non-payment of an amount invoiced or a Refundable Advance or other security and the Customer pays the amount or agrees to a payment arrangement; or
- (b) the LPG cylinder not being accessible and the Customer provides access or makes available reasonable access arrangements,

then on request, but subject to the Customer paying any re-delivery charge, the LPG Retailer must resume the delivery of LPG to the Customer's site. The LPG must be delivered on the date of the first scheduled delivery run after the Customer's remedial step is taken on which it is practicable to deliver the LPG.

### **Part 8 TERMINATION OF CONTRACTS**

#### 19. TERMINATION

- (a) Subject to clause 19(d), a Customer may terminate a Contract at any time.
- (b) The Customer must give the LPG Retailer at least 7 days notice.
- (c) If the Customer's cylinder is the property of the LPG Retailer then, after their Contract terminates, the Customer must make the cylinder available for collection.
- (d) If the Contract is a Fixed Term Contract, and it is terminated by the Customer under this clause 19, the LPG Retailer may take legal action to recover any loss or damage suffered by the LPG Retailer as a result of the early termination.

**Part 9  
GENERAL****20. PROVISION OF INFORMATION****20.1 Information services**

- (a) An LPG Retailer must ensure that the following information is provided to a Customer at the Customer's site:
- (1) a telephone number for invoice and payment enquiries;
  - (2) a telephone number for information about Concessions and financial assistance programmes;
  - (3) a telephone number for information about LPG, about LPG safety generally and about the LPG installation at the Customer's site; and
  - (4) a telephone number for complaining about the sale of LPG by the LPG Retailer.
- (b) The LPG Retailer may provide a single telephone number if its representatives are able either to provide the information sought by the Customer to the Customer themselves or to refer the Customer to someone else that can provide that information.
- (c) If a Customer asks for general information about the price of LPG, the LPG Retailer must refer the Customer to LPG Australia website.

**20.2 Historical sales information**

An LPG Retailer must retain records of the sale of LPG to a Customer for at least two years and provide that information to the Customer on request.

**20.3 Copies of this Code**

On request, an LPG Retailer must give a Customer a copy of this Code.

**20.4 Change in contact details**

A Customer must inform an LPG Retailer as soon as practicable of any relevant change to the Customer's contact details.

**21. COMPLAINTS AND DISPUTE RESOLUTION****21.1 Complaint handling**

An LPG Retailer must handle a complaint by a Customer in accordance with the relevant Australian Standard on Complaints Handling.

**21.2 Complaint handling procedures**

- (a) Without limiting clause 21.1, an LPG Retailer must document:
- (1) its procedures for:

- (A) receiving complaints;
- (B) investigating complaints;
- (C) responding to complaints within appropriate time limits;
- (D) referring unresolved complaints to EWOV;
- (E) recording information about complaints; and
- (F) identifying and recording systemic issues;

- (2) the types of remedies available for resolving complaints; and
- (3) internal structures and reporting requirements for complaint handling.

- (b) A copy of the LPG Retailer's complaint handling procedures must be provided to all relevant staff within the LPG Retailer's organisation.
- (c) A simple and easy-to-use guide to the complaint handling procedures must also be made available to Customers, either on request or when they want to make a complaint.

### **21.3 Advice on a Customer's rights**

When an LPG Retailer responds to a Customer's complaint, the LPG Retailer must inform the Customer:

- (a) that the LPG Retailer has and can make available to the Customer a simple and easy-to-use guide to the LPG Retailer's complaint handling procedures;
- (b) that the Customer has a right to raise the complaint to a higher level within the LPG Retailer's management structure; and
- (c) that the Customer has a right to refer the complaint to EWOV if, after raising the complaint to a higher level the Customer is still not satisfied with the LPG Retailer's response. This information must be given in writing.

### **21.4 EWOV**

- (a) Before or as soon as practicable after volunteering to comply with this Code, an LPG Retailer must be a member of EWOV.
- (b) In accordance with EWOV's constitution and charter, an LPG Retailer is bound by any decision made by EWOV about a Customer's complaint.

## **22. COMPLIANCE WITH GAS SAFETY LAWS**

Each of the LPG Retailer and a Customer must comply with all applicable LPG safety laws and all relevant LPG safety standards.

## **23. COMPLIANCE WITH PRIVACY LAWS**

In respect of information relating to the Customer, the LPG Retailer must comply with all applicable privacy laws.

## 24. DEFINITIONS

In this Code:

**Account Customer** means a Customer that is party to a Contract under which LPG is sold by way of Sales on Account.

**Advanced Payment Sale** means a sale of LPG where the Customer pays for the LPG before the time that the LPG is delivered.

**Agent** means a third party who delivers LPG on behalf of an LPG Retailer. To avoid doubt, this does not include an authorised dealer who buys LPG from an LPG Retailer and resells the LPG to Customers.

**Business Day** means a day other than a Saturday or Sunday or a public holiday.

**Code** means this Code, the Victorian LPG Retail Code.

**Code Governance Body** means the body constituted under clause 2.2.

**Concession** means a Government energy concession, rebate or grant including, without limitation, those known as or relating to:

- (a) Non Mains Winter Energy Concession; and
- (b) Non Mains Utility Relief Grant Scheme.

**Contract** means a written or verbal contract for the sale of LPG by an LPG Retailer to a Customer. The contract may also oblige the LPG Retailer to deliver LPG to the Customer's site or to otherwise procure the delivery of LPG.

**Customer** means a domestic customer, being a customer who buys LPG principally for personal, household or domestic use at the customer's site.

**EWOV** means the Energy and Water Ombudsman (Victoria) Limited ACN 070 516 175.

**Fixed Term Contract** means a Contract that is fixed for a particular period (i.e., a Contract due to expire on a certain future date or on the happening of some event other than termination of the Contract by any party).

**LPG** means liquefied petroleum gas.

**LPG Australia** means Australian Liquefied Petroleum Gas Association Limited ABN 11 002 703 951.

**LPG Retailer** means a person selling LPG.

**Minister** means the Victorian State Government Minister responsible for energy.

**Payment on Delivery Sale** means a sale of LPG where the Customer pays for the LPG at the time that the LPG is delivered.

**Refundable Advance** means a refundable advance required under clause 14.2.

**Required Information** means the information identified in clause 9.1 which, under clause 8, must be included in, or in a document accompanying, a receipt, invoice or statement of account.

**Sale on Account** means a sale of LPG where the Customer pays for the LPG after the time that the LPG is delivered.

**Schedule 1**  
**FORM OF VOLUNTARY UNDERTAKING**

[Date]

The Secretary  
Code Governance Body  
Victorian LPG Retail Code

C/- The President  
Australian Liquefied Petroleum Gas Association Limited  
PO Box 635  
Strawberry Hills NSW 2012

Dear [Sir/Madam]

**Victorian LPG Retail Code - Voluntary Undertaking**

1. I refer to the Victorian LPG Retail Code (Code).
2. [LPG Retailer] is an LPG Retailer under the Code. It is a person selling LPG.
3. As contemplated by clause 3.1(a) of the Code, [LPG Retailer] volunteers and undertakes to comply with the Code.
4. I am duly authorised by [LPG Retailer] to give this undertaking.
5. We have appointed [Name] to manage Code matters for us. [He/She] is available on [Telephone No] or [Email Address]. Please contact [Name] if you have any questions.

Yours sincerely,

[Name]

[Position]