

GAS RETAILER CODE OF CONDUCT

Energy Market Authority of Singapore

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GAS RETAILER CODE OF CONDUCT

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1. GENERAL AND ADMINISTRATIVE PROVISIONS

1.1 THE PURPOSE OF THIS CODE

1.1.1 This Code is made pursuant to the Gas Act (Cap. 116A). This Code sets forth the minimum standards of performance in accordance with which a gas retailer is required to conduct its gas retail business.

1.2 To WHOM THIS CODE APPLIES

1.2.1 This Code applies to gas retailers.

1.2.2 The gas retailer may be exempted by the Authority from compliance with this Code in whole or in part. Such exemption may be subject to such conditions or restrictions as the Authority may determine.

1.3 DEFINITIONS

1.3.1 In this Code, unless the context otherwise requires:

“Act” means the Gas Act (Cap. 116A);

“business day” means any day, other than a Saturday, a Sunday or a day on which banks are authorised or required to be closed in Singapore;

“Code” means this Gas Retailer Code of Conduct;

“consumer information” includes all information relating to a consumer that is in the possession of or acquired by the Licensee in the course of retailing gas;

“gas retail business” means the Licensee’s business of retailing gas and its related activities in connection to the retail of gas;

“Licensee” means a person holding a gas retailer’s licence granted pursuant to the Act;

“promotional material” means all materials, including marketing and advertising materials but excluding an offer to sell, in any form or medium whatsoever, that describes or purports to describe the Licensee’s gas retail business;

“relevant legislation” means the Act and the Energy Market Authority of Singapore Act (Cap. 92B), and includes in each case, the regulations made thereunder;

“retail contract” means a contract between the Licensee and a consumer for the retail of gas; and

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“salesperson” means a person who is employed by, an agent or contractor of or who otherwise represents, a Licensee in respect of the Licensee’s gas retail business, including a person that makes representations to consumers on behalf of the Licensee for the purpose of retailing gas.

1.4 INTERPRETATION

- 1.4.1 Unless the context otherwise requires or the term is otherwise defined in this Code, all terms defined in the Act shall have the same meaning when used in this Code, and words and expressions used in this Code shall be construed as if the Interpretation Act (Cap. 1) applied to them.
- 1.4.2 Headings are for convenience only and shall not affect the interpretation of this Code.
- 1.4.3 A reference in this Code to any statute, subsidiary legislation, proclamation, ordinance, by-law, resolution, rule, order, supplements, gazette notification or directive includes all statutes, subsidiary legislation, proclamations, ordinances, by-laws, resolutions, rules, orders, supplements, gazette notifications or directives varying, consolidating, re-enacting, extending or replacing it.
- 1.4.4 A reference in this Code to a document or provision of a document includes a modification or supplement to, or replacement or novation of, that document or that provision of that document, as well as any exhibit, schedule, appendix or other annexure thereto.
- 1.4.5 A reference in this Code to a body, whether statutory or not, which ceases to exist or whose functions are transferred to another body includes a reference to the body which replaces it or which substantially succeeds to its functions, powers or duties.
- 1.4.6 A reference in this Code to the word “including” or grammatical variation thereof means “including but not limited to”.
- 1.4.7 A reference to a retail contract between a Licensee and a consumer shall be construed as being a reference only to a retail contract pursuant to which the Licensee retails gas to the consumer.

1.5 HIERARCHY OF CODES AND ENGAGEMENT OF THIRD PARTIES

- 1.5.1 Nothing in this Code shall be construed as affecting the obligation of the Licensee to comply with the provisions of relevant legislation or of its gas retailer’s licence and, in the event of an inconsistency between the provisions of relevant legislation or of such gas retailer’s licence and the provisions of this Code, the provisions of relevant legislation or of such gas retailer’s licence shall govern to the extent of the inconsistency.
- 1.5.2 The hierarchy of codes of practice is as follows:
 - (a) Gas Supply Code

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- (b) Gas Metering Code
- (c) Gas Retailer Code of Conduct

- 1.5.3 Except as may be otherwise provided in the Licensee's gas retailer's licence, in the event of any conflict between provisions contained in more than one code of practice, the provision in the higher code of practice referred to in clause 1.5.2 shall prevail.
- 1.5.4 The Licensee shall ensure that its directors, officers, salespersons and other employees, agents, contractors and representatives observe and comply with the requirements of this Code.
- 1.5.5 If any director, officer, salesperson or other employee, agent, contractor or representative of the Licensee does any act or refrains from doing any act that, if done or omitted to be done, as the case may be, by the Licensee would constitute a breach of this Code, such act or omission shall be deemed for the purposes of this Code to be the act or omission of the Licensee.

1.6 MODIFICATIONS TO THIS CODE

- 1.6.1 In furtherance of the authority contained in Section 62(2) of the Act, the process by which this Code may be modified from time to time by the Authority shall be as follows:
- (a) Before making any modification to this Code, the Authority shall give notice to all Licensees and other persons likely to be affected by the proposed modification:
 - (i) stating that the Authority proposes to make a modification in the manner specified in the notice;
 - (ii) stating the reasons why the Authority proposes to make the modification, including whether the need for the modification was the subject of a representation made by a gas licensee or third party; and
 - (iii) specifying the period from the date of the giving of the notice (not being less than twenty-eight (28) business days) within which written representations with respect to the proposed modification may be made.
 - (b) If no written representation is received by the Authority within the period specified in the notice referred to in clause 1.6.1(a)(iii) or if all written representations made in response to such notice are subsequently withdrawn, the Authority may modify this Code as specified in the notice without giving any further notice.
 - (c) Where the Authority receives any written representation under clause 1.6.1(a)(iii), the Authority shall, except to the extent that such

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representation is subsequently withdrawn, consider such representation and may:

- (i) reject the representation;
- (ii) amend the proposed modification in accordance with the representation; or
- (iii) withdraw the proposed modification,

and the Authority shall, subject to clause 1.6.1(d), modify this Code accordingly.

- (d) The Authority shall, before modifying this Code, respond to all written representation received in respect of the modification that were not subsequently withdrawn, and advise all relevant parties of the outcome of the Authority's deliberations in respect of the modification.
- (e) Any modification made under clause 1.6 shall be published by the Authority in a manner that will secure adequate publicity.
- (f) A modification to this Code shall not come into force until such time as the Authority has complied with clause 1.6.1(d), where applicable, and ten (10) business days or such longer period of time as may be specified by the Authority, have elapsed since the date on which the Authority published the modification pursuant to clause 1.6.1(e).

1.6.2 Nothing contained in clause 1.6.1 shall prohibit any Licensee or any person from proposing to the Authority modifications to this Code.

1.7 COMING INTO FORCE

1.7.1 This Code shall come into force on the day this Code is issued by the Authority.

2. STANDARDS AND PRINCIPLES

2.1 FAIR MARKETING PRACTICES

2.1.1 Nothing in or done under the authority of this Code shall affect the obligation of the Licensee to comply with any legislation or regulation in Singapore.

2.1.2 The Licensee shall comply with the following when retailing gas:

- (a) immediately and truthfully identify itself to a consumer in the manner specified in clause 2.2;
- (b) clearly indicate that any offer to retail gas made by the Licensee is not being made by a gas transporter;
- (c) not seek to mislead or otherwise create any confusion in the mind of a consumer about the identity of the Licensee, its promotion campaigns or trade marks, or those of any other Licensees;
- (d) not make any representation or statement or otherwise conduct itself in a manner that is false or likely to mislead a consumer with regard to any term in an offer to sell;
- (e) in making comparisons against the products, services or prices of other Licensees, provide only accurate, verifiable and truthful comparisons;
- (f) all finalised retail contracts shall be in written form;
- (g) ensure that all representations made in the Licensee's promotional material truthfully and accurately represent actual conditions, situations and circumstances relevant to the offer to sell; and
- (h) not use print in any document to be provided to a consumer that, due to its size or other visual characteristics, is likely to impair materially the legibility or clarity of the wording of the document.

2.1.3 Where the Licensee's promotional material contain representations concerning the nature, quality or price of any services provided by the gas transporter, the Licensee shall take reasonable and appropriate measures to ensure that such representations are accurate and truthful.

2.2 IDENTIFICATION REQUIREMENTS

2.2.1 The Licensee shall when retailing gas, identify itself by the name or names under which it is licensed and shall ensure that any reference to the names of any of its salespersons in any promotional material is accompanied by an identification of the Licensee.

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2.2.2 The Licensee shall have a mailing address in Singapore and shall have a telephone number listed in Singapore at which the Licensee may be reached during its business hours.

2.2.3 The Licensee shall make available to a consumer the following information when retailing or making representations to that consumer:

- (a) the name or names under which the Licensee is licensed;
- (b) the licence number of the Licensee;
- (c) the telephone number of the Licensee at which the Licensee may be reached during its business hours; and
- (d) the name of the salesperson retailing to, or expected to be retailing to the consumer,

and where applicable, in its dealings with a consumer, the salesperson shall provide to the consumer evidence of identification by way of an identity card issued by the Licensee. Such identity card shall include a photograph of the salesperson.

2.3 TRANSFER OF RETAIL CONTRACTS WITH CONSUMERS BETWEEN LICENSEES

2.3.1 The Licensee shall not transfer, sell or assign any retail contract it has with a consumer:

- (a) to another person who is not a Licensee; and
- (b) without the consent of the affected consumer.

2.3.2 In relation to the transfer of a retail contract initiated by a consumer the Licensee shall not unreasonably prevent the transfer of a retail contract from itself to another Licensee.

2.4 OBLIGATION TO MAINTAIN INFORMATION

2.4.1 The Licensee shall maintain on file, for each of its consumers:

- (a) the name and account details of that consumer; and
- (b) a copy of the retail contract with that consumer, signed by both of the parties.

2.4.2 The information listed in clause 2.4.1 shall be maintained and updated where required, until the retail contract with the consumer has been transferred, assigned, terminated or expired, and for a period of no less than twelve (12) months thereafter.

2.5 CONFIDENTIALITY OF CONSUMER INFORMATION

- 2.5.1 Except as otherwise provided in this Code or in its licence, the Licensee shall not disclose consumer information, without the consent of the consumer in writing, except where such consumer information has been sufficiently aggregated such that the consumer cannot be identified, or where such consumer information is required to be disclosed:
- (a) for billing purposes;
 - (b) for the purpose of complying with the law; or
 - (c) when past due accounts of a consumer has been or will be passed to a debt collection agency or lawyers for the purpose of debt recovery.
- 2.5.2 Subject to clause 2.5.1, the Licensee shall not use consumer information obtained from a consumer for any other purposes other than the purpose for which the consumer's consent was obtained.
- 2.5.3 The Licensee shall make reasonable endeavours to ensure that any person to whom it discloses consumer information for the purpose of the provision of services associated with the Licensee's gas retail business uses that information only for the purposes of providing such services.

3. COMPLAINTS AND DISPUTE RESOLUTION

3.1 COMPLAINTS AND DISPUTE RESOLUTION PROCESS

- 3.1.1 The Licensee shall establish and implement a consumer complaints resolution process.
- 3.1.2 The Licensee shall inform a consumer about its consumer complaints resolution process when entering into or renewing any retail contract with that consumer and when a complaint is received by the Licensee from a consumer.
- 3.1.3 If a consumer complains to the Licensee that the Licensee's salesperson has engaged in any improper course of conduct while retailing to the consumer, the Licensee shall investigate the complaint and take all steps required under the consumer complaints resolution process in respect of such complaint.
- 3.1.4 The Licensee shall maintain a record of each consumer complaint that is submitted to the consumer complaints resolution process referred to in clause 3.1.1 and shall provide such records to the Authority annually and upon written request.

4. GAS RETAIL CONTRACTS

4.1 CONSUMER RETAIL CONTRACTS

4.1.1 The Licensee's gas retail contracts shall at a minimum, indicate clearly in writing the following:

- (a) the address of the premise to which the offer to retail gas applies;
- (b) the terms and conditions of the retail contract, including the commencement date and any conditions under which the commencement date may be delayed;
- (c) the terms and conditions, if any, on which the retail may be renewed or terminated;
- (d) the price of each service that will be provided under the retail contract;
- (e) the payment terms applicable to the retail contract for the services referred to in paragraph (d) and the other charges in paragraph (i);
- (f) the payment security that will be required to be furnished by the consumer as a condition to ensure the initial or on-going provision of the services referred to in paragraph (d);
- (g) the fees that may be charged by the Licensee in the event that the consumer wishes to terminate the retail contract;
- (h) the late charges that may be levied by the Licensee in the event of non-payment by the consumer in respect of the services referred to in paragraph (d) and the charges referred to in paragraph (i);
- (i) the nature and amount of any other charges payable by the consumer under the retail contract;
- (j) the type and frequency of bills that the consumer will receive under the retail contract;
- (k) how the consumer may make a complaint or an enquiry to the Licensee;
- (l) how to invoke the Licensee's consumer complaints resolution process;
- (m) the reasons for which the retail contract may be terminated by either the consumer, the Licensee or both; and
- (n) whether the retail contract can be transferred, sold or assigned by the Licensee to another Licensee.

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- 4.1.2 If requested to do so by a consumer, the Licensee shall provide the consumer with a copy of the retail contract referred to in clause 4.1.1 for review at the time at which an offer to sell is being made to such consumer.
- 4.1.3 The Licensee shall provide a consumer with a copy of the retail contract referred to in clause 4.1.1, signed by the Licensee, within five (5) business days of the signing of the retail contract.