

**CODE OF CONDUCT**  
**FOR**  
**RETAIL ELECTRICITY LICENSEES**

**Energy Market Authority of Singapore**

**January 2004**

**CODE OF CONDUCT  
FOR RETAIL ELECTRICITY LICENSEES**

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**1 GENERAL AND ADMINISTRATIVE**

**1.1 PURPOSE OF THE CODE**

1.1.1 This Code sets forth minimum standards of performance in accordance with which a Licensee is required to conduct its retail activities. There are specific requirements that apply to retailing activities directed at small consumers.

**1.2 TO WHOM THIS CODE APPLIES**

1.2.1 Subject to section 1.2.2, this Code applies to a Licensee who is subject to this Code as a condition of its electricity licence.

1.2.2 A Licensee may be exempted from compliance with this Code, in whole or in part. A Licensee that has been so exempted shall not, subject to such conditions or restrictions as the Authority may determine, be required to comply with the provisions of this Code that are the subject of the exemption unless and until such exemption is withdrawn or modified.

1.2.3 This Code shall not apply to a Market Support Services Licensee.

**1.3 DEFINITIONS**

1.3.1 In this Code, unless the context otherwise requires:

“Act” means the Electricity Act (Cap. 89A);

“Authority” means the Energy Market Authority of Singapore established under the Energy Market Authority of Singapore Act (Cap. 92B);

“business day” means, where expressed by reference to a person in Singapore, any day other than a Saturday, a Sunday or a day on which banks are authorised or required to be closed in Singapore and, where expressed by reference to the jurisdiction of a person other than Singapore, means any day other than a Saturday, a Sunday or a day on which banks are authorised or required to be closed in the jurisdiction of that person;

“Code” means this Code of Conduct for Retail Electricity Licensees;

“consumer information” means information relating to a specific consumer of a Licensee obtained while retailing and includes information obtained without the consent of the consumer;

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"consumer" means, in respect of a Licensee, a consumer that has entered into a contract with the Licensee for the purchase of electricity from the Licensee;

“Licensee” means a Retail Electricity Licensee;

“offer to sell” includes providing an offer for consideration by a consumer by means of door-to-door selling, telemarketing, direct mail selling and any other means by which a Licensee or a salesperson interacts directly with a consumer;

“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, its retail activities or its services;

“relevant legislation” means the Electricity Act 2001 and the Energy Market Authority of Singapore Act 2001, and includes in each case the regulations made thereunder;

“Retailer Use of System Agreement” means an agreement entered into between the Transmission Licensee and a Licensee under which the Licensee shall accept liability for the payment of transmission charges owed to the Transmission Licensee by a contestable consumer that is a consumer of the Licensee;

“retailer consolidated billing” means a billing arrangement under which a Licensee bills a consumer for the delivered price of electricity and any related retail services provided directly by the Licensee, and bills for and assumes the consumer's obligation to pay the applicable Market Support Services Licensee and the Transmission Licensee for market support services charges and transmission charges owed by the consumer;

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

“small consumer” means a consumer whose average monthly consumption is less than 10,000 kWh of electricity; and

“split billing” means a billing arrangement under which a Licensee bills a consumer for the delivered cost of electricity and any related retail services provided directly by the Licensee, as well as for all market support services provided to the consumer by the Market Support Services Licensee, but does not bill for or assume the consumer's obligation to pay the applicable Transmission Licensee for transmission charges owed by the consumer.

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**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 or the market rules, 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 or 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 a grammatical variation thereof means “including but not limited to”.
- 1.4.7 A reference in this Code to a contract between a Licensee and a consumer shall be construed as being a reference only to a contract pursuant to which the Licensee retails to the consumer.

**1.5 HIERARCHY OF DOCUMENTS AND ENGAGEMENT OF THIRD PARTIES**

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

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- (c) Market Support Services Code;
  - (d) Metering Code; and
  - (e) Code of Conduct for Retail Electricity Licensees.
- 1.5.3 Except as may be otherwise provided in a Licensee's electricity 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 section 1.5.2 shall prevail.
- 1.5.4 In the event of an inconsistency between provisions contained in this Code and provisions contained in the market rules, the provision contained in the market rules shall prevail.
- 1.5.5 A Licensee shall ensure that its terms of employment or engagement with its directors, officers, salespersons and other employees, agents, contractors and representatives contain provisions requiring such persons to observe and comply with the requirements of this Code.
- 1.5.6 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 THE CODE**

- 1.6.1 In furtherance of the authority contained in section 16(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 prior representation made by a third party or a Licensee; and
    - (iii) specifying the period from the date of the giving of the notice (not being less than 28 days) within which written representations with respect to the proposed modification may be made.

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- (b) If no written representation is received by the Authority within the period specified in the notice referred to in section 1.6.1(a) or if all written representations made in response to such notice are subsequently withdrawn, the Authority may modify this Code as specified in such notice.
- (c) Where the Authority receives any written representation under section 1.6.1(a), the Authority shall, except to the extent that such representation is withdrawn, consider such representation and may:
  - (i) reject the representation;
  - (ii) modify the proposed modification in accordance with the representation;  
or
  - (iii) withdraw the proposed modification,and the Authority shall, where section 1.6.1(c)(i) or 1.6.1(c)(ii) applies but subject to section 1.6.1(d), modify this Code accordingly.
- (d) The Authority shall, before modifying this Code, respond to all written representations received in respect of the modification, with reasons, and advise Licensees of the outcome of the Authority's deliberations in respect of the modification.
- (e) A modification to this Code shall not come into force until such time as the Authority has complied with subsection (d) and 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 as required by section 16(2) of the Act.

1.6.2 Nothing contained in section 1.6.1 shall prohibit any Market Support Services Licensee or any other party from notifying the Authority of suggested code changes.

**1.7 COMING INTO FORCE**

1.7.1 This Code shall come into force on the appointed day.

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**2 STANDARDS AND PRINCIPLES**

**2.1 CONTESTABLE CONSUMERS AND RETAILER CONSOLIDATED BILLING**

- 2.1.1 A Licensee shall not retail electricity to a non-contestable consumer and nothing in this Code, including use of the word "consumer", shall be construed as authorising the Licensee to retail electricity to a non-contestable consumer.
- 2.1.2 A Licensee shall not provide or offer to provide retailer consolidated billing to a consumer unless the Licensee has entered into a Retailer Use of System Agreement that covers such consumer.

**2.2 FAIR MARKETING PRACTICES**

- 2.2.1 Nothing in or done under the authority of this Code affects the obligation of a Licensee to comply with any legislation or regulations in Singapore that pertain to the protection of the interests of the consuming public, marketing, advertising and business practices.
- 2.2.2 A Licensee shall comply with the following when retailing electricity:
- (a) immediately and truthfully identify itself to a consumer in the manner specified in section 2.3;
  - (b) clearly indicate that any offer to sell made by the Licensee is not being made by a person authorised by the Authority to transmit electricity or provide market support services;
  - (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 mark, or those of other Electricity Licensees;
  - (d) not exert undue pressure on a consumer;
  - (e) provide sufficient time for a consumer to read thoughtfully and without harassment all documents provided by the Licensee;
  - (f) not make, orally or in writing, any representation or statement, give any answer or otherwise conduct itself in a manner that is false or is likely to mislead a consumer with regard to any term in an offer to sell;
  - (g) provide only accurate, verifiable and truthful comparisons;

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- (h) not make any oral representations regarding retail contracts or related rights or obligations unless such representations are reflected in a written offer to sell;
- (i) ensure that all representations made in the Licensee's promotional material truthfully and accurately represent actual conditions, situations and circumstances; and
- (j) not use, in any document provided to a consumer, print that, due to its size or other visual characteristics, is likely to impair materially the legibility or clarity of the document.

2.2.3 Where a Licensee's promotional material contains representations concerning the nature, quality or price of any services provided by the Transmission Licensee or a Market Support Services Licensee, the Licensee shall take reasonable and appropriate steps to ensure that such representations are accurate and truthful.

**2.3 IDENTIFICATION REQUIREMENTS**

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

2.3.2 A Licensee shall make available to a consumer the following information when retailing 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 where the Licensee may be reached during all normal business hours;
- (d) the name of the salesperson retailing or expected to be retailing to the consumer; and
- (e) a photograph of the salesperson referred to in paragraph (d).

2.3.3 A Licensee shall have a mailing address in Singapore and shall have a telephone number listed in Singapore where the Licensee may be reached during all normal business hours.

2.3.4 A Licensee that provides split billing to a consumer shall indicate the address and telephone number of the Transmission Licensee on the Licensee's correspondence with the consumer or on printed material provided by the Licensee.

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**2.4 OBLIGATION TO CONTRACT AND INFORMATION TO BE MAINTAINED**

2.4.1 A Licensee shall maintain and update as required a list of salespersons that act for the Licensee, and this list shall be provided to the Authority upon request.

2.4.2 A Licensee shall not sell electricity to a consumer except under and in accordance with the terms of a contract in writing signed by the Licensee and the consumer. The Licensee shall ensure that any such contract:

- (a) complies with relevant legislation, the provisions of the Licensee's electricity licence and this Code; and
- (b) contains provisions that require:
  - (i) the parties to the agreement to acknowledge that modifications may be made to this Code from time to time by the Authority in accordance with this Code;
  - (ii) the Licensee to promptly notify the consumer of any modifications that may be made to this Code from time to time by the Authority;
  - (iii) the parties to the contract to be bound by any applicable modification made to this Code from time to time unless the Authority, when publishing the modification, specifies that this is not to be the case;
  - (iv) the consumer to permit the Licensee to notify the applicable Market Support Services Licensee that the consumer will commence to purchase electricity from the Licensee as of the effective date of the contract; and
  - (v) the consumer to permit the Licensee to notify the applicable Market Support Services Licensee, upon or in contemplation of the transfer, assignment, expiry or termination of the contract, that the consumer will no longer purchase electricity from the Licensee as of the date of such transfer, assignment, expiry or termination.

2.4.3 A 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 contract with that consumer referred to in section 2.4.2, signed by both of the parties.

2.4.4 The information listed in 2.4.3 shall be maintained, and updated where required, until the contract referred to in section 2.4.2 has been transferred, assigned, terminated or expires, and for a period of no less than 12 months thereafter.

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**2.5 CONFIDENTIALITY OF CONSUMER INFORMATION**

2.5.1 A Licensee shall not disclose consumer information relating to a particular consumer to any person without the consent of that consumer in writing, except where such consumer information has been sufficiently aggregated such that the consumer's information cannot be identified, or where such consumer information is permitted or required to be disclosed under the terms of the contract referred to in section 2.4.2 or is required to be disclosed:

- (a) for billing purposes or to facilitate the operation of a retail electricity market or a wholesale electricity market;
- (b) to the Transmission Licensee or to a Market Support Services Licensee, where the Licensee is providing retailer consolidated billing to a consumer and the consumer information is required to be provided to the Transmission Licensee or the Market Support Services Licensee for such purpose;
- (c) for law enforcement purposes;
- (d) for the purpose of complying with a legal requirement;
- (e) when past due accounts of a consumer has been or will be passed to a debt collection agency; or
- (f) for the purpose of complying with the market rules.

2.5.2 The Licensee shall take all reasonable steps to ensure that any person to whom it discloses consumer information for the purpose of the provision of services associated with the Licensee's retail activities uses that information only for the purposes of providing such services.

2.5.3 A Licensee shall not use consumer information obtained from a consumer for one purpose for any other purpose without having first obtained the consent of that consumer in writing, which consent may be given in the contract referred to in section 2.4.2.

**2.6 TRANSFERS AND ASSIGNMENT OF CONTRACTS**

2.6.1 A Licensee shall not transfer, sell or assign any agreement or arrangement that it has with a consumer to another person who is not a Licensee.

2.6.2 A Licensee shall not transfer, sell or assign a contract to another person without the consent of the affected consumer.

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- 2.6.3 A Licensee shall submit a service transaction request to the Market Support Services Licensee to effect such a transfer in accordance with the procedures described in section 8 of the Market Support Services Code.
- 2.6.4 Within 30 business days of any transfer or assignment of a contract to another Licensee, the Licensee receiving the contract shall notify the affected consumer of the information set out in section 2.3.

**2.7 REQUESTS FOR INFORMATION FROM THE MARKET SUPPORT SERVICES LICENSEE**

- 2.7.1 A Licensee shall not, without the consent in writing of the consumer to whom the information relates, request a Market Support Services Licensee to provide historical usage information in respect of a consumer that is not a consumer of the Licensee.

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**3 PROVISIONS EXCLUSIVE TO SMALL CONSUMERS**

**3.1 COMING INTO FORCE AND SUPPLEMENTARY OBLIGATIONS**

3.1.1 This section 3 shall not come into force until the date of coming into force of regulations made by the Authority under section 41(1) of the Act prescribing the criteria that allow small consumers, or some portion thereof, to be classified as contestable consumers.

3.1.2 In retailing to a small consumer, a Licensee shall comply with the provisions of this section 3 in addition to the provisions set forth elsewhere in this Code that apply to the retail activities of the Licensee in respect of consumers generally.

**3.2 CONDITIONS IN OFFERS**

3.2.1 An offer to sell made to a small consumer shall indicate clearly in writing:

- (a) the premises to which the offer to sell applies;
- (b) a notification to the effect that the sale of electricity to the small consumer by the Licensee requires that the small consumer enter into a contract with the Licensee based on the terms of the offer to sell;
- (c) the term of the contract referred to in paragraph (b) , including the start date and any conditions under which the start date may not be met;
- (d) the terms and conditions, if any, on which the contract referred to in paragraph (b) may be renewed;
- (e) the price of each service that will be provided under the contract referred to in paragraph (b);
- (f) payment terms applicable to the contract referred to in paragraph (b) for the services referred to in paragraph (e) and the other charges referred to in paragraph (j);
- (g) payment security that will be required to be met by the consumer as a condition of the initial or on-going provision of the services referred to in paragraph (f);
- (h) the fees that may be charged by the Licensee in the event that the consumer wishes to terminate the contract referred to in paragraph (b);

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- (i) 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 (e) and the charges referred to in paragraph (j);
- (j) the nature and amount of any other charges payable by the consumer under the contract referred to in paragraph (b);
- (k) the type and frequency of bills that the consumer will receive under the contract referred to in paragraph (b);
- (l) how the consumer may make a complaint to or enquiry of the Licensee;
- (m) how to access the Licensee's consumer complaints resolution process and the Licensee's independent dispute resolution process;
- (n) the reasons for which the contract referred to in paragraph (b) may be terminated by either or both of the consumer or the Licensee; and
- (o) whether the contract referred to in paragraph (b) can be transferred or assigned by the Licensee to another Licensee.

**3.3 SMALL CONSUMER CONTRACTS**

- 3.3.1 If requested to do so by a small consumer, the Licensee shall provide the small consumer with a copy of the contract referred to in section 3.2.1(b) for review at the time at which an offer to sell is being made to the consumer.
- 3.3.2 A Licensee shall provide a small consumer with a copy of the contract referred to in section 3.2.1(b), signed by the Licensee, immediately upon the signing of that contract.
- 3.3.3 A Licensee shall not enter into any contract with a small consumer that is inconsistent with the terms of the offer to sell made to the consumer in accordance with section 3.2.1.
- 3.3.4 A Licensee shall not enter into any contract with a small consumer that has a term of more than two years, exclusive of any renewal terms
- 3.3.5 Every contract which a Licensee enters into with a small consumer shall include a provision that allows the consumer to rescind the contract within 10 business days of the date on which it was signed by the consumer, without the consumer being liable for any costs or damages in respect of the rescission. The contract shall require that any such notice of rescission be given by the consumer to the Licensee in writing:
  - (a) by personal delivery or registered mail addressed to the person and at the address specified in the contract; or

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(b) by facsimile addressed to the person and sent to the facsimile number specified in the contract.

3.3.6 Where the Licensee receives verbal notice from a small consumer of the small consumer's intention to rescind a contract within the period referred to in section 3.3.5, the Licensee shall verbally advise the small consumer of the Licensee's address and facsimile number to which the written notice of rescission referred to in section 3.3.5 should be sent, and of the name of the person to whose attention such notice should be addressed.

3.3.7 Every contract that a Licensee enters into with a small consumer shall contain provisions describing the Licensee's consumer complaints resolution and independent dispute resolution processes described in section 3.5.1 and requiring the parties to use such processes for the resolution of disputes prior to commencing any other civil or other proceeding in respect of the dispute.

**3.4 CONTRACT RENEWALS**

3.4.1 The terms of renewal of any contract that a Licensee has with a small consumer, and the terms of the renewed contract, shall comply with all provisions of this Code applicable to contracts. Without limiting the generality of the foregoing, a contract may not be renewed for periods in excess of two years each.

3.4.2 A Licensee shall not renew a contract with a small consumer unless:

- (a) the contract sought to be renewed allows for the contract to be renewed and contains the terms and conditions of renewal;
- (b) the Licensee provides to the small consumer notice in writing of the renewal and such notice is received by the small consumer no more than 90 business days but no less than 30 business days before the effective date of renewal; and
- (c) the consumer has not, prior to the effective date of renewal, notified the Licensee that it wishes to allow the contract to expire rather than renew it.

3.4.3 A contract with a small consumer that is renewed shall be renewed on terms and conditions consistent with the terms of the existing contract, unless the small consumer consents to any different terms or conditions.

**3.5 CONSUMER COMPLAINTS RESOLUTION PROCESS**

3.5.1 A Licensee that retails to small consumers shall establish a consumer complaints resolution process, and shall submit the details of such process for approval by the Authority. The Licensee that retails to small consumers shall also establish an

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independent dispute resolution process for consumer complaints that cannot be resolved by the Licensee using the consumer complaints resolution process. The Licensee shall implement the consumer complaints resolution and independent dispute resolution processes as approved by the Authority. The Licensee may from time to time apply for approval by the Authority of any modification to such processes, but shall not implement any such modification until such time as the approval of the Authority has been obtained.

- 3.5.2 A Licensee shall inform any of its consumers that are small consumers about the consumer complaints resolution process approved by the Authority at the time of the renewal of any contract that the Licensee may have with that consumer and at the time that any complaint is received by the Licensee from that consumer.
- 3.5.3 If a small consumer complains that a Licensee or a Licensee's salesperson has engaged in any improper course of conduct while retailing to the small consumer, the Licensee shall investigate the complaint and take all steps required to be taken by the consumer complaints resolution process approved by the Authority in respect of such complaint.
- 3.5.4 A Licensee shall attempt to amicably resolve all complaints made by small consumers prior to invoking the independent dispute resolution process referred to in section 3.5.1.
- 3.5.5 A Licensee shall maintain a record of each consumer complaint that is submitted to the independent dispute resolution process referred to in section 3.5.1 and shall provide such records to the Authority upon request.