

Annex D: Miscellaneous/Consequential Code Modifications

Section	Rationale	Proposed modifications to the Code (Tracked changes in red)
1 GENERAL AND ADMINISTRATIVE		
1.1 Purpose of the Code	<ul style="list-style-type: none"> To enhance clarity 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. with respect to all consumers (residential and non-residential).
1.3 Definitions	<ul style="list-style-type: none"> To introduce definitions for new terms, remove defunct definitions, and sharpen definitions for terms mentioned in the original Code 	<p>“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 and/or products 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 the market support services charges and transmission charges owed by the consumer respectively;</p> <p>“consumer” means a consumer who is eligible to become contestable; has the same meaning as in the Act;</p> <p>“Default Supply Effective Date” is the date on which the Market Support Services Licensee successfully transfers the consumer to a default supply arrangement;</p> <p>“corporate”, unless otherwise determined by the Authority, means an entity with a Unique Entity Number;</p> <p>“Do Not Contact List” means a list of non-residential consumers that have indicated that they do not wish to be contacted by any Licensee that is not supplying electricity to them, as</p>

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		<p>maintained and administered by the Market Support Services Licensee for and on behalf of the Authority;</p> <p>“Licensee” means a Retail Electricity Licensee who is subject to this Code as a condition of its electricity licence;</p> <p>“Market Rules” has the same meaning as “market rules” in the Act;</p> <p>“Market Support Services Licensee” has the same meaning as “market support services licensee” in the Act;</p> <p>“Market Support Services (Retailer) Agreement” means an agreement entered into between the Market Support Services Licensee and a Licensee under which the Licensee accepts to undertake specific activities and responsibilities for or on behalf of consumers;</p> <p>“Market Surveillance and Compliance Panel” has the same meaning as “market surveillance and compliance panel” in the Market Rules;</p> <p>“non-residential consumer” means a consumer who is not a residential consumer;</p> <p>“offer to sell”, in respect of a Licensee, means providing an offer for consideration by a consumer through any form or means of marketing activity by the Licensee such as door-to-door selling, telemarketing, online marketing, direct mail selling or a salesperson interacting directly with the consumer;</p> <p>“Price Comparison Website” means the informational, non-commercial website set up and managed by the Market Support Services Licensee for and on behalf of the Authority to facilitate a consumer to compare the differences between the offers by the Licensees;</p>

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		<p>“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 and/or its products;</p> <p>“relevant legislation” means the Electricity Act and the Energy Market Authority of Singapore Act, and includes in each case the subsidiary legislations and regulations made thereunder;</p> <p>“residential consumer” means a consumer whose premises are lawfully used or occupied by the consumer and are not non-residential premises;</p> <p>“retail” means to sell or offer to sell electricity to a consumer;</p> <p>“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;</p> <p>“Retailer of Last Resort Event” or “RoLR Event” means an event whereby a Licensee becomes unable or loses the right to retail electricity to its consumers by virtue of one or more of the following events:</p> <ul style="list-style-type: none"> (i) revocation by the Authority, or expiry or non-renewal, of the Licensee’s electricity licence (ii) receipt by the Authority of a notification from the Accounting and Corporate Regulatory Authority of the Licensee’s application for a voluntary winding-up after the Licensee’s receipt of the Authority’s approval to cease operations as required in the Act; (iii) an order is made or resolution is passed for the winding up or liquidation of the Licensee;

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		<p>(iv) issuance of a Suspension Order or Termination Order by the Market Surveillance and Compliance Panel to the effect that the Licensee is unable or not allowed to retail electricity;</p> <p>(v) termination of the Licensee’s Market Support Services (Retailer) Agreement by the Market Support Services Licensee; or</p> <p>(vi) termination of the Licensee’s Retailer Use of System Agreement by the Transmission Licensee;</p> <p>“salesperson” means a person who is employed by, an a Licensee as its 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;</p> <p>“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;</p> <p>“split billing” means a billing arrangement under which a Licensee bills a consumer for the delivered cost of electricity and any related retail services and/or products provided directly by the Licensee, as well as for all market support services provided to the consumer by the applicable Market Support Services Licensee, but does not bill for or assume the consumer's obligation to pay the applicable Transmission Licensee for the transmission charges owed by the consumer; and</p> <p>“Unique Entity Number”, in respect of an entity, means the standard identification number issued by the relevant government agency that registers or oversees the entity.</p>

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		<p>“Suspension Order” has the same meaning as “suspension order” in the Market Rules;</p> <p>“Termination Order” has the same meaning as “termination order” in the Market Rules; and</p> <p>“Transmission Licensee” has the same meaning as “transmission licensee” in the Act.</p>
1.4 Interpretation	<ul style="list-style-type: none"> Editorial changes 	<p>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 Mmarket Rrules, 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.</p> <p>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.</p>
1.5 Hierarchy of documents and engagement of third parties	<ul style="list-style-type: none"> Editorial changes To enhance clarity of the Code 	<p>1.5.4 In the event of an inconsistency between provisions contained in this Code and provisions contained in the Mmarket Rrules, the provisions contained in the Mmarket Rrules shall prevail.</p> <p>1.5.5 A Licensee shall ensure that its terms of employment or engagement with procure its directors, officers, salespersons and other employees, agents, contractors and representatives to observe and comply with the requirements of this Code. A Licensee shall ensure that its terms of employment or engagement with such persons contain provisions requiring such persons them to observe and comply with the requirements of this Code.</p>
1.6 Modifications to the Code	<ul style="list-style-type: none"> To enhance clarity of the Code 	<p>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:</p>

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		<p>(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:</p> <p>(iii) specifying the period from the date of the giving of the notice (not being less than 28 calendar days) within which written representations with respect to the proposed modification may be made.</p> <p>(e) A modification to this Code shall not come into force until such time as the Authority has complied with subsection (d) section 1.6.1(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.</p>

2 STANDARDS AND PRINCIPLES

2.1 Consumers and Consolidated Billing	<ul style="list-style-type: none"> To enhance clarity of the Code 	<p>2.1 Contestable Consumers and Retailer Consolidated Billing</p> <p>2.1.1 A Licensee shall not retail electricity to a consumer in accordance with this Code. except for electricity to be supplied by the Licensee to the consumer commencing on or after the date the consumer becomes contestable and subject to section 2.8. Nothing Unless expressly specified otherwise, all terms and conditions in this Code shall apply to the retail of electricity to a consumer (whether residential or non-residential), including use of the word "consumer", shall be construed as authorising the Licensee to retail electricity to a non-contestable consumer.</p> <p>2.1.3 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 with the Transmission Licensee that covers such consumer.</p>
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2.2 Fair Marketing Practices	<ul style="list-style-type: none"> • Editorial changes • To enhance clarity of the Code 	<p>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 (including the Consumer Protection (Fair Trading) Act (Cap. 52A) and the subsidiary legislations and regulations made thereunder) and personal data (including the Personal Data Protection Act (Act No. 26 of 2012) and the subsidiary legislations and regulations made thereunder).</p> <p>2.2.2 A Licensee shall comply with the following when retailing electricity:</p> <p>(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;</p> <p>(ef) provide sufficient time for a consumer to read thoughtfully and without harassment all documents information and terms in an offer to sell provided by the Licensee;</p> <p>(fg) 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 information or term in an offer to sell;</p> <p>(gh) provide only accurate, verifiable and truthful comparisons;</p> <p>(hi) not make any oral representations regarding retail contracts or related rights or obligations unless such representations are reflected in a written offer to sell;</p> <p>(ij) ensure that all representations made in the Licensee's promotional material truthfully and accurately represent actual conditions, situations and circumstances;</p>

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		<p>(jk) 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; and</p> <p>(kl) not discourage, restrict or prohibit consumers from participating in demand response-related or energy efficiency-related initiatives-;</p> <p>2.2.34 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.</p>
2.3 Identification Requirements	<ul style="list-style-type: none"> To include electronic mailing address as a form of contact detail to be made available when retailing to consumers Editorial changes 	<p>2.3.2 A Licensee shall make available to a consumer the following information when retailing to that consumer:</p> <p>(d) the electronic mailing address of the Licensee;</p> <p>(de) the name of the salesperson retailing or expected to be retailing to the consumer; and</p> <p>(ef) a photograph of the salesperson referred to in paragraph (de).</p>
2.5 Obligation to Contract and Information to be Maintained	<ul style="list-style-type: none"> Editorial changes To enhance clarity of the Code 	<p>2.4-2.5 Obligation to Contract and Information to be Maintained</p> <p>2.4.1-2.5.1 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.</p> <p>2.4.2-2.5.2 A Licensee shall not sell electricity to a consumer except under and in accordance with the terms of a contract in writing signed (whether by hand,</p>

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		<p>electronically or otherwise) by the Licensee and the consumer. The Licensee shall ensure that any such contract shall:</p> <ul style="list-style-type: none"> (a) complies comply with relevant legislation, the provisions of the Licensee's electricity licence and this Code; and (b) contains include, without limitation, provisions that require: <ul style="list-style-type: none"> (i) the parties to the agreement contract 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; and (iv) the Licensee (and the consumer to permit the Licensee) to notify the applicable Market Support Services Licensee that the consumer will commence to purchase purchasing electricity from the Licensee as of the effective date of the contract; and <p>2.4.32.5.4 2.4.32.5.4 A Licensee shall maintain on file, for each of its consumers:</p> <ul style="list-style-type: none"> (a) the name and account details of that consumer; and (b) a copy of the contract with that consumer referred to in section 2.4.22.5.3 2.4.22.5.3, signed by both of the parties.

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		<p>2.4.4 2.5.5 The information listed in 2.4.3section 2.5.4 shall be maintained, and updated where required, until the contract referred to in section 2.4.22.5.3 has been transferred, assigned, terminated or expires expired, and for a period of no less than 12 months thereafter.</p>
2.8 Confidentiality of Consumer Information	<ul style="list-style-type: none"> • Editorial changes • Disclosure of individual contact information for the recovery of debt owed to or payable to the individual is already exempted from obligations under the Personal Data Protection Act. Code is streamlined for clarity. 	<p>2.5.2 2.8 Confidentiality of Consumer Information</p> <p>2.5.42.8.1 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 between the Licensee and the consumer or is required to be disclosed:</p> <p>(b) to the Transmission Licensee or to the applicable 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;</p> <p>(d) for the purpose of complying with a legal requirement; or</p> <p>(e) when past due accounts of a consumer has been or will be passed to a debt collection agency; or</p> <p>(fe) for the purpose of complying with the mMarket rRules or this Code.</p> <p>2.5.22.8.2 The A 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</p>

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		<p>associated with the Licensee’s retail activities uses that information only for the purposes of providing such services.</p> <p>2.5-32.8.3 Except as permitted under section 2.8.1, a 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 between the Licensee and that consumer.</p>
2.9 Transfers of Consumers	<ul style="list-style-type: none"> • Editorial changes • Enabling provisions for the transfer of consumers to the applicable Market Support Services Licensee (MSSL) under the default supply option, where applicable 	<p>2.62.9 Transfers and Assignment of Contracts Consumers</p> <p>2.6-12.9.1 A Licensee shall not transfer, sell or assign any agreement or arrangement that it has with a (or seek to transfer) any consumer to another person who is not a Licensee.</p> <p>2.6-2-2.9.2 Except as permitted in section 2.9A, 2.10.3, 2.10.4(b), 2.10.5(c) and 2.10.6(e), a A-Licensee shall not transfer, sell or assign a contract a consumer to another person Licensee without the consent of the affected consumer.</p> <p>2.6-32.9.3 A Licensee shall submit a service transaction request to the applicable Market Support Services Licensee to effect such a-transfer in accordance with the procedures described in section 8 of the Market Support Services Code.</p> <p>2.9.4 If section 2.10.3, 2.10.4(b), 2.10.5(c) or 2.10.6(e) applies, or if the consumer’s selected option is to purchase electricity from the Market Support Services Licensee, the Licensee shall, upon the expiry or termination of the contract with the consumer (as the case may be), transfer the consumer to the applicable Market Support Services Licensee in accordance with section 2.9.3 to enable the consumer to purchase electricity from the applicable Market Support Services Licensee under the relevant and appropriate option.</p>

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2.12 Requests for Information from the Market Support Services Licensee	<ul style="list-style-type: none"> Editorial changes 	<p>2.7-2.12 Requests for Information from the Market Support Services Licensee</p> <p>2.7.4-2.12.1 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.</p>
2.13 Do Not Contact List	<ul style="list-style-type: none"> Editorial changes To streamline obligations with respect to 'Do Not Contact List' to enhance clarity of the Code 	<p>2.8-2.13 Do Not Contact List</p> <p>2.8.1 — The Authority shall establish and maintain a “Do Not Contact List” of corporates that have indicated that they do not wish to be contacted by any Licensee. The Authority has appointed SP Services Ltd as the Market Support Services Licensee to maintain and administer the “Do Not Contact List” for and on behalf of the Authority. The Market Support Services Licensee shall maintain and administer the “Do Not Contact List” in such form or manner and with such particulars as the Authority thinks fit.</p> <p>2.8.2 — A corporate that wishes to be included in the “Do Not Contact List” shall notify the Market Support Services Licensee. The notification shall be submitted to the Market Support Services Licensee by telephone or in writing or through such electronic means approved by the Authority. The inclusion of the corporate in the “Do Not Contact List” shall continue for such time until the corporate subsequently notifies the Market Support Services Licensee (by telephone or in writing or through such electronic means approved by the Authority) to remove the corporate from the “Do Not Contact List”.</p> <p>2.8.3-2.13.1 A Licensee shall not contact any non-residential consumer corporate in the prevailing “Do Not Contact List” who is currently not the Licensee’s consumer. that is not a corporate that is being supplied with electricity by the Licensee. This means that the Licensee shall not engage directly or indirectly in any form</p>

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		<p>or means of marketing activity for or in relation to retailing electricity to the corporate such as providing promotional materials, or offering to sell electricity, by the Licensee to the corporate.</p> <p>2.8.4.2.13.2 Upon notification by the Market Support Services Licensee that a corporate non-residential consumer has been included in the “Do Not Contact List”, a Licensee shall, as soon as practicable and within 30 calendar days from the date of such notification, not contact or shall cease to contact the corporate non-residential consumer in accordance with section 2.8.3 2.13.1.</p>
3 PROVISIONS EXCLUSIVE TO RESIDENTIAL CONSUMERS		
3 Provisions Exclusive to Residential Consumers	<ul style="list-style-type: none"> To remove the existing Section 3 (viz. provisions exclusive to Small Consumers) and to replace with provisions exclusive to residential consumers 	<p>3 PROVISIONS EXCLUSIVE TO RESIDENTIAL CONSUMERS</p> <p>3.1 Application</p> <p>The provisions of this section 3 shall only apply to retailing activities directed at residential consumers.</p> <p>3 PROVISIONS EXCLUSIVE TO SMALL CONSUMERS</p> <p>3.1 COMING INTO FORCE AND SUPPLEMENTARY OBLIGATIONS</p> <p>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.</p>

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		<p>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.</p> <p>3.2 — CONDITIONS IN OFFERS</p> <p>3.2.1 — An offer to sell made to a small consumer shall indicate clearly in writing:</p> <p>(a) — the premises to which the offer to sell applies;</p> <p>(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;</p> <p>(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;</p> <p>(d) — the terms and conditions, if any, on which the contract referred to in paragraph (b) may be renewed;</p> <p>(e) — the price of each service that will be provided under the contract referred to in paragraph (b);</p> <p>(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);</p> <p>(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);</p>

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		<p>(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);</p> <p>(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);</p> <p>(j) the nature and amount of any other charges payable by the consumer under the contract referred to in paragraph (b);</p> <p>(k) the type and frequency of bills that the consumer will receive under the contract referred to in paragraph (b);</p> <p>(l) how the consumer may make a complaint to or enquiry of the Licensee;</p> <p>(m) how to access the Licensee's consumer complaints resolution process and the Licensee's independent dispute resolution process;</p> <p>(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</p> <p>(o) whether the contract referred to in paragraph (b) can be transferred or assigned by the Licensee to another Licensee.</p> <p>3.3 SMALL CONSUMER CONTRACTS</p> <p>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.</p>

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		<p>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.</p> <p>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.</p> <p>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</p> <p>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:</p> <p>(a) — by personal delivery or registered mail addressed to the person and at the address specified in the contract; or</p> <p>(b) — by facsimile addressed to the person and sent to the facsimile number specified in the contract.</p> <p>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.</p>

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		<p>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.</p> <p>3.4 — CONTRACT RENEWALS</p> <p>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.</p> <p>3.4.2 — A Licensee shall not renew a contract with a small consumer unless:</p> <p>(a) — the contract sought to be renewed allows for the contract to be renewed and contains the terms and conditions of renewal;</p> <p>(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</p> <p>(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.</p> <p>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.</p> <p>3.5 — CONSUMER COMPLAINTS RESOLUTION PROCESS</p>

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		<p>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 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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>

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