

Australian Capital Territory

Utilities (Variation of Industry Code) Determination 2005 (No 1)

Disallowable instrument DI2005–65

made under the

Utilities Act 2000, s 61(Variation)

1 Name of instrument

This instrument is the *Utilities (Variation of Industry Code) Determination 2005 (No 1)*.

2 Commencement

This instrument commences on the day after notification.

3 Variation of code

The Commission has determined the variations to the Consumer Protection Code detailed in the Attachment to this instrument.

4 Public access to documents

Copies of the Consumer Protection Code are available for inspection by members of the public between 9:00 am and 5:00 pm, Monday to Friday, at the Commission's offices at Level 7, Eclipse House, 197 London Circuit, Civic ACT, and on the Commission's website (www.icrc.act.gov.au). Copies of these documents can be made at the Commission's offices. Electronic copies are available on request. No charge will apply.

Paul Baxter
Senior Commissioner
for the Independent Competition and Regulatory Commission
28 April 2005

ATTACHMENT

Variations to Consumer Protection Code

INTRODUCTION

In paragraph 2:

after

non-franchise (“contestable”) customers.

insert

However, these utilities may agree with customers terms and conditions other than those specified in the Code.

CLAUSE 3.1(2)

after 2nd mention of

Consumers.

insert

Electricity Suppliers and Gas Suppliers may, however, negotiate terms and conditions with large, **Non-Franchise Customers** other than as prescribed in the Code and agreed with the **Customer** in a **Negotiated Customer Contract**;

CLAUSE 13 New Clauses 13.1 and 13.2

At beginning of Clause 13

insert

13.1 Utility may issue Customer Accounts

- (1) A **Utility** may issue a **Customer Account** to a **Customer** for the consumption of **Utility Services** at the **Customer’s Premises**.
- (2) Unless the **Customer** gives explicit informed consent, a **Utility** must base a **Customer Account** on a reading of the **Customer’s** meter, as defined in the relevant **Technical Code**.
- (3) Despite clause 13.1(2), if a **Utility** is not able to reasonably or reliably base a **Customer Account** on a reading of the **Customer’s** meter, the **Utility** may provide the **Customer** with an account based on estimated consumption, as provided in the relevant **Technical Code**.

- (4) Nothing in this clause shall be taken to prevent a **Utility** and a **Customer** agreeing upon a means of calculating the **Customer's Account** otherwise than as prescribed under this clause.

13.2 Financial liability of a consumer

In the absence of an existing **Customer Contract** in relation to supply of a **Utility Service** to a **Consumer's Premises**, a **Consumer** is liable for the cost for the **Utility Service** supplied to, and consumed at, the **Consumer's Premises** from the time the **Consumer** first started consuming the **Utility Service** at the **Consumer's Premises**. This is generally taken to be the date of commencement of a tenancy, in the case of a tenant, or the date of transfer of ownership, in the case of an owner.

NEW CLAUSE 25

after clause 24, insert

- (1) In the absence of an existing **Customer Contract** in relation to the supply of gas or electricity to a **Consumer's Premises**, if a **Consumer** commences taking supply of gas or electricity from a **Utility** at the **Consumer's Premises**, the **Utility**, upon becoming aware that the **Consumer** is being supplied with gas or electricity must give written notice to the **Consumer** advising:
- (a) that, if the **Consumer** wishes to continue to be supplied with gas or electricity at the **Premises**, the **Consumer** must arrange a **Customer Contract** with that **Utility** or another **Utility**;
 - (b) any charges that the **Consumer** is liable to pay and the date from which those charges are incurred; and
 - (c) the circumstances in which the **Utility** may arrange for disconnection of supply and the date on or after which the supply of gas or electricity to the **Consumer's Premises** may be disconnected.
- (2) The advice must be given as soon as practicable after the **Utility** becomes aware of the event.

CLAUSE 29.3(1)

Omit everything before paragraph (a), substitute

A **Marketer** must provide the following information to the **Consumer** at or immediately before the **Consumer** enters into a contract with the **Utility**:

CLAUSE 29.3(2)

Omit everything before paragraph (a), substitute

A **Utility** shall provide the following information, in writing, to a **Consumer** within two **Business Days** of entering into a contract with a **Consumer**, unless this information has been previously supplied, in writing, to the **Consumer**: