

Utilities (Consumer Protection Code) Determination 2012

Disallowable instrument DI2012–149

made under the

Utilities Act 2000, s 59 (Determined codes) and s 63 (Public access)

1 Name of instrument

This instrument is the *Utilities (Consumer Protection Code) Determination 2012*.

2 Commencement

This instrument commences at the same time as section 6 of the *National Energy Retail Law (ACT) Act 2012*, A2012-31.

3 Revocation of code

The Commission revokes the *Utilities (Consumer Protection Code) Determination 2010 (No 2)*, DI2010-178.

4 Determination of code

The Commission determines the attached Consumer Protection Code.

5 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 8, 221 London Circuit, Canberra City 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.

Malcolm R Gray
Senior Commissioner
Independent Competition and Regulatory Commission
28 June 2012

Australian Capital Territory



ICRC

Independent Competition and Regulatory Commission

CONSUMER PROTECTION CODE

JULY 2012

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PART 1 PRELIMINARY

1 Introduction

1.1 Industry codes

The Consumer Protection Code is an industry code under Part 4 of the *Utilities Act 2000* (the **Utilities Act**) that has been determined by the Independent Competition and Regulatory Commission (the **Commission**).

Section 55(1) of the **Utilities Act** provides that 'an industry code may set out practices, standards and other matters about the provision of a utility service'.

Section 56(1) of the **Utilities Act** states that 'for this Act, an industry code applies to a utility if it applies to the provision of utility services of a kind that the utility is licensed to provide.'

The circumstances under which the Commission may determine an industry code and the processes to be followed are detailed in sections 59 and 60 of the **Utilities Act**.

1.2 Utility / NERL retailers to comply with industry codes

The **Utilities Act** provides, in section 25(2)(iii) that a utility licence is subject to the condition that the utility comply with each industry code that applies to the utility.

Section 56A of the **Utilities Act** allows the **Commission** to determine that an industry code applies to a **NERL retailer** if the **Commission** is satisfied on reasonable grounds that it is appropriate for the code to apply to the retailer.

The **Commission** has determined that clause 11 and schedule 1 of the Consumer Protection Code applies to **NERL retailers** authorised to supply electricity.

The **Utilities Act** provides, in section 75H(1)(a) that a **NERL retailer** commits an offence if the retailer contravenes an industry code that applies to the retailer.

1.3 Effect of inconsistency of industry codes

Under section 56(3) of the **Utilities Act**, 'an industry code has no effect to the extent of any inconsistency with this Act, a related law or a technical code'.

1.4 Purpose of this Code

The purpose of this Code is to:

- (1) outline the basic rights of a **Customer** or a **Consumer** in relation to:
 - (a) connection to, and disconnection from, a **Utility's Network**;
 - (b) the supply of **Utility Services** by a **Utility**; and
 - (c) access to product and service information;
- (2) set out the circumstances in which a **Utility** can interrupt, restrict or disconnect supply of a **Utility Service** to a **Customer** or a **Consumer**;

- (3) outline particular obligations that a **Utility** must meet in dealing with **Customers** and **Consumers**;
- (4) [this clause was superseded by the introduction of the National Energy Customer Framework];
- (5) set out the provisions that a **Utility** must give effect to in its **Customer Contracts** for the provision of **Utility Services**.

2 Other rights

This Code supplements and shall not limit any rights a **Customer** or a **Consumer** may have under the *Utilities Act 2000 (ACT)*, the *Fair Trading (Australian Consumer Law) Act 1992 (ACT)*, *Do Not Call Register Act 2006 (Cth)*, *Telemarketing and Research Industry Standard 2007 (Cth)*, *Fax Marketing Industry Standard 2011 (Cth)* or any other **Law**.

3 Format and application of this Code

3.1 Parts and application—utilities

This Code is divided into six parts:

- (1) Part 1 outlines formal matters about the Code.
- (2) Part 2 applies to **Utilities** and where expressly provided for, to **NERL retailers** and **electricity** and **gas distributors**. This part outlines matters that relate to the protection of **Customers** and **Consumers** and that Utilities and others must comply with in providing **Utility Services** to **Customers** and **Consumers**.
- (3) Part 3 applies to **Utilities**. This part specifies matters that must be addressed in the **Standard Customer Contracts** of **Franchise Customers**. In addition it outlines **Utilities'** obligations with respect to distributing and varying **Standard Customer Contracts**.
- (4) [Part 4 was superseded by the introduction of the National Energy Customer Framework].
- (5) [Part 5 was superseded by the introduction of the National Energy Customer Framework].
- (6) Part 6 applies to Utilities and deals with new supply arrangements.

3.2 Application—consumers and customers

For the purposes of this Code:

- (1) **Consumer** has the meaning given by the **Utilities Act**.¹

¹ *Utilities Act 2000* Dictionary: **consumer**, in relation to a utility service, means –
 (a) a customer for the services; or
 (b) an occupier of a customer's premises to which the service is provided;

(2) **Customer** has the meaning given by the **Utilities Act**.²

Note: Usually the **Customer** of a **Utility Service** is also the **Consumer** of the **Utility Service** and the terms are interchangeable. However, in some instances a **Consumer** of the **Utility Service** is not the **Customer**. For example:

- In the case of a rented property the landlord is usually the **Customer** of water and sewerage services but not the **Consumer**. In this instance the landlord is the **Person** contracted with the **Utility** to receive the **Utility Service** but it is the tenant who is the **Consumer**.
- A **Customer** may not be the only occupant of the **Premises** supplied under the **Customer Contract**. For example, in a household of four people, there may be one **Customer** and four **Consumers** one of whom is a **Customer**.

(3) For the avoidance of doubt the Code has been structured to make it clear which provisions apply to both **Customers** and **Consumers**, and which provisions apply only to **Customers**.

3.3 Dictionary

Terms shown in bold typeface are defined. Definitions are specified in the Dictionary, and are part of this Code.

3.4 Schedule 1: minimum service standards

Minimum Service Standards are specified in Schedule 1, and are part of this Code.

PART 2 PROTECTION OF CUSTOMERS AND CONSUMERS

Application

This Part applies to all **Utilities**, to **Franchise Customers** and where expressly provided for, to **NERL retailers** and **electricity** and **gas distributors**.

and includes an invitee of the customer or occupier.

² *Utilities Act 2000* s 17(1): **customer** for a utility service, means –

- (a) a person for whom the service is provided under a customer contract; or
- (b) a person who has applied, orally or in writing, to the relevant utility for the service to be provided under a customer contract..

For the purposes of the application of this Code to a NERL retailer, section 75B(1)(d) of the **Utilities Act** provides that a reference to a **Customer** under a relevant part of that Act is to be taken to be a reference to a customer under the *National Energy Retail Law (ACT)*

Part 2.1 OBLIGATIONS OF THE UTILITY UNDER LAW

4 Obligations under licence

4.1 Obligations under licence

- (1) A **Utility** is required under its licence to comply with all **Laws** in force in the **Territory** and applicable to any services provided by the **Utility** in the **Territory**.
- (2) Without limiting the generality of clause 4.1(1), in providing a **Utility Service** a **Utility** must comply with:
 - (d) any requirement of the **Utilities Act**;
 - (e) relevant **Industry Codes**;
 - (f) relevant **Technical Codes**; and
 - (g) any direction, including guidelines, given to the **Utility** by the Independent Competition and Regulatory Commission (**ICRC**) or the **Chief Executive** under the **Act**.

4.2 Utilities' responsibilities for conduct of agents

A licence issued to a **Utility** under the **Utilities Act** allows the **Utility** to contract out to an **Agent** the provision, construction, operation, management or maintenance of any of the systems or services that are the subject of the licence of the **Utility**. Despite contracting out a system or service the **Utility** remains bound by its licence conditions and, as such, is responsible for the activities of, and the representations made by any **Agent**, including for the purposes of **Marketing**.

Part 2.2 PROTECTION OF CUSTOMERS AND CONSUMERS

5 Conduct of utilities

- (1) A **Utility** must act ethically, fairly and honestly in all its dealings with a **Customer** or **Consumer**.
- (2) A **Utility** must not call or contact a **Customer** or **Consumer**:
 - (a) during a public holiday in the **Territory**;
 - (b) on a Saturday or Sunday, between midnight and 9:00am or between 5:00pm and midnight; or
 - (c) on any other day, between midnight and 8:00am or between 8:00pm and midnight,unless it is during an emergency or the **Customer** or **Consumer** has given express approval.

Note: When contact is made by way of a telephone call subject to the requirements of the *Telemarketing and Research Industry Standard 2007* (Cth), the permissible times for contact may be different.

- (3) The staff of a **Utility** must attempt to identify themselves to a **Customer** or **Consumer** before entering the **Premises** of the **Customer** or **Consumer** unless:
 - (a) the Utility staff are entering the Premises to read, or check the accuracy, of a meter; or
 - (b) the Utility staff are responding to an emergency.
- (4) The obligations of a **Utility** under this Code are subject to a **Customer** or **Consumer** informing the **Utility**, to the extent that such information is relevant to that obligation, of the following events as soon as possible after each relevant occurrence:
 - (a) any change in the **Person** or body responsible for the payment of an Account;
 - (b) any change to the contact details of a **Customer** or **Consumer**;
 - (c) any change or proposed change to the **Premises** or the Installation of the **Customer** or **Consumer** which may affect the quality or safety of the **Utility Service** to the **Customer** or **Consumer** or another **Person**;
 - (d) the **Customer** or **Consumer** becoming aware of a problem with a **Utility Service** at the **Premises** of the **Customer** or **Consumer** (for example, burst or leaking pipes).
- (5) If a **Utility** makes an **Appointment** with a **Customer** or **Consumer**, the **Utility** must:
 - (a) not be more than 30 minutes late for the agreed **Appointment** unless at least one hour's notice has been given to the **Customer** or **Consumer** that the **Utility** will be late; and
 - (b) give 24 hours' notice of the cancellation of an **Appointment**.
- (6) A **Utility** may, when making an agreed **Appointment** with a **Customer** or **Consumer**, negotiate a time frame in which the **Utility** must keep that **Appointment**.

Example: A **Utility** may agree to attend the **Premises** of the **Customer** or **Consumer** between 8:00am and 11:00am.
- (7) For the purposes of clauses 5(1), (2) and (3), a **Utility** includes an **Agent** acting on the behalf of the **Utility**.

6 Complaints

6.1 Complaints procedures

A **Utility** must develop, maintain and implement procedures to deal with a **Complaint** of a **Customer** or **Consumer**, including:

- (a) a right to have the **Complaint** considered by a senior employee within the **Utility** if the **Customer** or **Consumer** is not satisfied with the manner in which the Utility is handling the **Complaint**; and
- (b) a **Complaint** by a **Customer** or **Consumer** against an **Agent** of the Utility; and
- (c) the resolution of a dispute between the **Utility** and a **Customer** or **Consumer**.

6.2 Practices and procedures to comply with Australian Standards

The procedures implemented by a **Utility** under clause 6.1(1) must provide for the handling of a **Complaint** in accordance with the relevant Australian Standard on complaints handling.

6.3 Addressing complaints

A **Utility** that receives a **Complaint** from a **Customer** or **Consumer** must advise the **Customer** or **Consumer** of the following matters:

- (1) in its initial response to the **Customer** or **Consumer**—the **Utility's** complaint handling practices and procedures; and
- (2) in a response giving its final decision on a **Complaint**—any right the **Customer** or **Consumer** may have to refer their **Complaint** to the ACAT.

6.4 Utility to keep records

A **Utility** must keep its records of a **Complaint** made by a **Customer** or **Consumer** for not less than 12 months after the **Complaint** is resolved.

7 Provision of information

7.1 Utility to provide information

- (1) A **Utility** must, on request, provide a **Customer** or **Consumer** with information about the services provided by the **Utility** to the **Customer** or **Consumer's Premises**;
- (2) A **Utility** must, on request, provide a **Customer** with information about:
 - (a) [this clause was superseded by the introduction of the National Energy Customer Framework];

- (b) meter readings for **Utility Services** provided to the **Customer's Premises** by the **Utility**; and
- (c) the Account of a Customer with the Utility;
- (d) [this clause was superseded by the introduction of the National Energy Customer Framework];

to the extent that the information is reasonably available to the **Utility**.

7.2 Utility may recover costs of providing information

- (1) Subject to the prior approval of the **ICRC** either in a particular case or generally for the type of information being requested, a **Utility** may charge a **Customer** or **Consumer** for the reasonable costs of supplying information under clause 7.1.
- (2) A Charge approved under clause 7.2(1) should be listed on the website of the **Utility**.

7.3 Disclosure of customer or consumer information by a utility to a third party

A **Utility** must not disclose personal information about a **Customer** or **Consumer** to a third party except in accordance with the *Privacy Act 1988* (Cth) and the *Utilities Act 2000* (ACT). "Personal information" is defined in the *Privacy Act 1988* (Cth), section 6(1).

8 Notice

8.1 Requirements for effective notice to customer or consumer

Unless alternative arrangements have been agreed between the **Utility** and a **Customer** or **Consumer**, where this Code requires that a notice be issued to a **Customer** or **Consumer**, a **Utility** must ensure that the notice is in writing and:

- (a) delivered by hand to the **Premises** of a **Customer** or **Consumer** (unless the **Customer** or **Consumer** has specified an alternative address for service); or
- (b) sent by prepaid mail to the **Premises** of a **Customer** or **Consumer** (unless the **Customer** or **Consumer** has specified an alternative address for service); or
- (c) sent by facsimile to the facsimile number of the **Customer** or **Consumer**; or
- (d) sent to the **Customer** or **Consumer** by some other electronic means capable of generating a delivery confirmation report;

except where this Code specifies another method of notification.

8.2 Deemed delivery

Unless it can be shown that a notice was received at an earlier time, and subject to section 250 of the *Legislation Act 2001* (ACT), if a **Utility** has followed the procedures set out in clause 8.1, the **Customer** or **Consumer** is deemed to have received the notice:

- (1) if delivered by hand, upon leaving it at the relevant address;
- (2) if mailed to an address, when the notice would have been delivered in the ordinary course of post; or
- (3) if sent by facsimile, on receipt by the sender of a transmission report from the dispatching machine showing the relevant number of pages and the correct destination fax machine number and indicating that the transmission has been made without error, unless the recipient notifies the sender within 24 hours of the fax being sent that the fax was not received in its entirety in legible form; or
- (4) if sent by email, when the email is capable of being retrieved by the recipient at the address notified by the recipient to the **Utility**.

Note: Section 250 of the *Legislation 2001 Act* (ACT) describes when service will be taken to be effected, with reference to delivery by particular means.

Section 13A of the *Electronic Transactions Act 1999* (ACT) sets out rules for determining when an electronic communication has been received.

9 Summary of consumer and utility rights

9.1 Utility to prepare summary

- (1) A **Utility** must prepare a statement summarising the rights of **Customers**, **Consumers** and the **Utility** under the **Utilities Act**, this Code and the relevant **Customer Contract** with respect to the **Utility Service** provided by the **Utility** under the **Customer Contract**.
- (2) A **Utility** is not required to prepare a statement under clause 9.1(1) for a **Customer** who has agreed with the **Utility** to alternative arrangements or standards.

9.2 Content and format of summary

- (1) The summary must deal with:

Rights of **Customers** and **Consumers**

- (a) the level of service standards **Customers** and **Consumers** are entitled to receive in respect of:
 - i. **Customers'** and **Consumers'** rights to information;
 - ii. **Customers'** and **Consumers'** rights to complain about a **Utility's** conduct and service levels, and who **complaints** can be made to.

Utility Rights

- (b) the right of the **Utility** to payment for services provided to a **Customer**;
 - (c) the right of the **Utility** to disconnect or restrict supply to a **Customer** for non-payment of a **Customer Account**;
 - (d) any rights of access and asset protection that the **Utility** has, including the right to enter the **Premises** of a **Customer** or **Consumer**.
- (2) The summary must be expressed in simple and straightforward language.
 - (3) In addition, the summary must advise **Customers** and **Consumers** of the availability of:
 - (a) interpreter services; and
 - (b) non-English and other versions of the summary.

9.3 Summary to be available in different languages and formats

- (1) A **Utility** must ensure that the summary is available in the following versions:
 - (a) English;
 - (b) large print; and
 - (c) each of the five most common non-English languages used in the **Territory**.
- (2) A **Utility** must take any other reasonable steps to provide a **Consumer** with the summary of the rights of the **Customer** or **Consumer** and of the **Utility** under the **Utilities Act** and this Code.

9.4 Utility to provide copy of summary

- (1) A copy of the summary must be included in a **Customer's** initial **Account** unless provided previously. If the summary is changed in any significant respect a copy must be sent to each **Customer** with the **Account** following the change.
- (2) A **Utility** must, on request, provide a **Customer** or **Consumer** with a copy of the summary.
- (3) A **Utility** must make the most recent version of the summary available on its website.

10 Special needs

10.1 Disconnection and interruption to services

- (1) If a **Customer** or **Consumer** provides evidence from a registered medical practitioner or a hospital that a **Person** residing at the **Customer** or **Consumer's Premises** requires a life support equipment, the operation of which requires a **Utility Service** provided by a **Utility**, the **Utility** must record those **Premises** as a life support equipment supply address ("supply address");
- (2) This clause was superseded by the introduction of the National Energy Customer Framework.
- (3) The **Utility** must not disconnect the **Utility Service** it provides to the supply address while any life support equipment is in use at the supply address unless:
 - (a) it has been notified by the **Customer** or **Consumer** that the **Person** no longer resides at that address or no longer requires the life support machine; or
 - (b) the **Customer** or **Consumer** fails to provide evidence to a **Utility**, at the **Utility's** request, that the **Person** still resides at that address and still requires the life support machine.
- (4) Subject to clause 10.1(5), the **Utility** must give the **Customer** or **Consumer** not less than four **Business Days** written notice of a **Planned Interruption** to the supply of **Utility Services** at the supply address;
- (5) A period of notice longer than four **Business Days** may be given provided it is:
 - (a) requested by the **Customer** or **Consumer**;
 - (b) reasonably necessary; and
 - (c) able to be provided by the **Utility**.
- (6) The **Utility** must:
 - (a) to the extent that it is able, assist the **Customer** or **Consumer**, upon request, to prepare a contingency plan in case of an **Unplanned Interruption** in the supply of the **Utility Service** to the **Customer** or **Consumer**; and
 - (b) provide an emergency telephone contact number.

Note: There is a deliberate distinction made in clause 10.1 between disconnection and disruption of services to allow a **Utility** to safely carry out work on the **Utility's** Network and for emergency situations beyond the **Utility's** control.

10.2 Cessation of Special Needs

A **Utility** may include as a condition of the **Customer Contract** that a **Customer** or **Consumer** whose address has been recorded by a **Utility** as a

supply address must inform the **Utility** if the **Person** for whom the life support equipment is required:

- (1) vacates the supply address; or
- (2) no longer requires the life support equipment.

11 Obligation to comply with service standards

Clause 11 applies to **Obligated Providers**.

11.1 Compliance by utilities with minimum service standards

Obligated Providers must comply with all applicable Minimum Service Standards set out in Schedule 1 of this Code, except to the extent that:

- (1) alternative arrangements or standards have been agreed between the **Obligated Provider** and a **Customer**; or
- (2) events or conditions outside the control of the **Obligated Provider** including emergencies declared under the *Emergencies Act 2004* (ACT) or any other **Law**, prevent the **Obligated Provider** from complying with the Minimum Service Standards in Schedule 1 of this Code.

11.2 Obligation to pay rebate for non-compliance

- (1) If:
 - (a) **an Obligated Provider** does not comply with its obligations under clause 11.1; and
 - (b) there is a resultant liability to pay a rebate prescribed in Schedule 1 to an affected **Customer** or **Consumer**; and
 - (c) the affected **Customer** or **Consumer** has, within three months of the incident of non-compliance by the **Obligated Provider**, applied to the **Obligated Provider** for the rebate

the **Obligated Provider** must pay the rebate.

- (2) An **Obligated Provider** is not required by clause 11.2(1) to pay more than one rebate to each affected **Premises** per event of non-compliance with the performance standards.

Example: A family of 2 adults and 3 children have had water supply to their home interrupted and have not been given the required notice of interruption. The family would be eligible for 1 rebate, not 5 rebates.

11.3 Method of payment of rebate

Payment of rebates to Customers

- (1) An **Obligated Provider** required under this Code to pay a rebate to a **Customer** may pay the rebate:

- (a) by cash or cheque or as otherwise agreed by the **Customer**; or
- (b) by deducting the amount of the rebate from the amount payable by the **Customer** under the next **Customer Account** which is due after the rebate became payable; or
- (c) if the **Obligated Provider** is an **Electricity Distributor**, the rebate may be paid by the **Electricity Distributor** to Customer's **NERL retailer** of electricity, to be deducted from the amount payable by the Customer under the next Customer Account which is due after the rebate becomes payable; or.
- (d) if the **Customer** has discontinued the **Utility Service** provided by the **Utility**, the rebate may be paid directly to the **Customer** or as otherwise agreed with the **Customer**.

Payment of rebates to Consumers

- (2) An **Obligated Provider** required under this Code to pay a rebate to a **Consumer** who is not a **Customer** may pay the rebate directly to the **Consumer** or as otherwise agreed with the **Consumer**.

11.4 Rebates to be paid in addition to damages

If an **Obligated Provider** becomes liable under this Code to pay a rebate to a **Customer** or **Consumer**, that liability is in addition to, and not in substitution for, any claim for damages that the **Customer** may have against the **Obligated Provider** for breach of the **Customer Contract**, or any right to compensation or damages a **Customer** or **Consumer** may have under any other **Law**.

11.5 Information to be provided to customers and consumers

- (1) An **Obligated Provider** must inform a **Customer** of:
 - (a) the Minimum Service Standards in Schedule 1 of this Code; and
 - (b) the **Customer's** entitlement to apply for a rebate if those standards are not met; and
 - (c) the process to be followed by a **Customer** applying for a rebate.
- (2) The information in clause 11.5(1) must be provided:
 - (a) for **Franchise Customers**, by including this information in the Summary prepared under Clause 9 of this Code; or
 - (b) for all other **Customers**, by including this information in the **Obligated Provider's** contract with the **Customer**.
- (3) An **Obligated Provider** is not required to inform a **Customer** of the matters in clause 11.5(1) if alternative arrangements or standards have been agreed between the **Obligated Provider** and the **Customer**.
- (4) An **Obligated Provider** must, on request, provide a **Consumer** with the information listed in 11.5(1) in relation to the minimum standard for

services provided by the **Obligated Provider** to the **Premises** occupied by the **Consumer**.

Part 2.3 PROTECTION OF CUSTOMERS

12 Charges

12.1 Information about charges

- (1) A **Utility** must provide information about the **Charges** (including alternative **Charges** and a variation of **Charges**), which it applies for the supply or sale of its **Utility Services** to the **Customer**.
- (2) On request by a **Customer**, a **Utility** must make a copy of its **Charges** available to the **Customer** free of charge.
- (3) A **Utility** must list the **Charges** which it applies for the supply or sale of its **Utility Services** to **Franchise Customers** on the website of the **Utility**.

12.2 Variation of charges

An increase in the Charge for a **Utility Service** provided by a **Utility** operates from the date of the relevant notice of the increase or from a later date specified in the notice and does not apply retrospectively, unless with the prior approval of the **ICRC**.

13 Customer accounts

13.1 Utility may issue customer accounts

- (1) A **Utility** may issue a **Customer Account** to a **Customer** for the consumption of its **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** by a **Utility** 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.

13.3 Maximum intervals between the sending of customer accounts

A **Utility** must send a **Customer Account** to each **Customer** at least every 120 days from the issue of the last **Customer Account** unless the **Customer** and the **Utility** have agreed to an alternative arrangement.

13.4 Notice

A **Customer Account** when sent by a **Utility**, is a notice for the purpose of clause 8.

13.5 Content of customer accounts

- (1) A **Customer Account** provided by a **Utility** must contain the following information:
- (a) the name and bill number of the **Customer**, the address of the **Premises** of the **Customer** and any relevant mailing address;
 - (b) the date on which the **Account** period begins and ends;
 - (c) the **Utility Service** provided by the **Utility** (or any particular or additional goods or services) to which the **Account** relates;
 - (d) the dates of current and previous meter readings or estimates (if applicable);
 - (e) current and previous meter readings or estimates (if applicable);
 - (f) current and comparative consumption data (if applicable);
 - (g) [this clause was superseded by the introduction of the National Energy Customer Framework];
 - (h) [this clause was superseded by the introduction of the National Energy Customer Framework];
 - (i) the **Charges** payable (fixed and variable), specifying the particular **Utility Service** they are for, and whether they are **Utility Service** related **Charges** or **Charges** for other goods and services;
 - (j) any amount deducted, credited or received under:
 - i. a **Territory** Government sponsored rebate or concession scheme;
or
 - ii. an instalment plan which applies to the **Customer**;
 - (k) the amount of any arrears or credit standing to the **Customer's** name;
 - (l) the amount of any payments received from the **Customer** during the **Account** period;

- (m) the total amount due;
- (n) the due date for payment;
- (o) a summary of payment methods;
- (p) the address to which payment is to be made or the alternative mode of payment options (see clauses 13.7 (2) and (3));
- (q) [this clause was superseded by the introduction of the National Energy Customer Framework];
- (r) [this clause was superseded by the introduction of the National Energy Customer Framework];
- (s) contact details for a 24-hour telephone number for faults, difficulties and emergencies;
- (t) a referral telephone number for an interpreter service (set out in the five most common non-English languages used in the **Territory**);
- (u) a telephone number for the **Customer** to call for any queries relating to:
 - (i) the **Customer Account**;
 - (ii) the complaints handling procedures of the **Utility**;
 - (iii) how to claim a rebate from the **Utility** if the Minimum Service Standards in Schedule 1 of this Code are not met;
 - (iv) how to make a hardship complaint to the **ACAT**; or

Note: Complaints (including 'hardship complaints') to the **ACAT** as provided in s 172 of the **Utilities Act** are not covered by the definition of '**Complaint**' in the Dictionary to this Code.

 - (v) how to apply for a **Territory** Government sponsored rebate or concession that the **Utility** provides.
- (2) [this clause was superseded by the introduction of the National Energy Customer Framework]

13.6 Historical billing information

- (1) A **Utility** must, at the request of a **Customer**, provide the **Customer** with the information held by the **Utility** that concerns the **Account** of the **Customer**.
- (2) If the information requested relates to the last 12 months, the **Utility** must provide the information free of charge.
- (3) If the information requested is more than 12 months old, the **Utility** is entitled to charge the **Customer** the reasonable cost of providing the **Customer Account** information.

13.7 Payment of customer accounts

- (1) A **Utility** must give a **Customer** not less than 12 **Business Days** to pay the **Customer Account** from the date on which the **Customer Account** is sent to the **Customer**, unless an alternative period has been agreed between the **Utility** and the **Customer**.
- (2) A **Utility** must provide a **Customer** with the following options for the payment of **Accounts**, namely payment:
 - (a) in person at any of the offices or agencies designated by the **Utility**;
 - (b) by mail to the address nominated by the **Utility**.
- (3) **Utilities** are also encouraged to provide **Customers** with a range of other flexible options for the payment of **Accounts** including, but not limited to, payment:
 - (a) by direct debit from a **Customer's** cheque, savings or accepted credit card account;
 - (b) by telephone from a **Customer's** cheque, savings or accepted credit card account;
 - (c) by automatic direct debit under a payment arrangement agreed upon between the **Customer**, the **Utility** and the **Customer's** bank or financial institution;
 - (d) by electronic payment over the Internet from a **Customer's** cheque, savings or accepted credit card account; and
 - (e) if available, by direct debit from **Centrelink**.

13.8 Review of customer accounts

- (1) Subject to this clause, on request by a **Customer** who disagrees with the amount of a **Customer Account**, a **Utility** must review the **Customer Account** free of charge. (This review does not include reading a **Customer's** meter.)
- (2) The **Utility** is entitled to receive payment for that part of the **Customer Account** that is not in dispute and which is due before commencing the review.
- (3) If a review of a **Customer Account** shows that the amount required for payment on the **Account** was incorrect, the **Utility** must adjust the **Account** after the review.
- (4) A **Utility** is not required to review a **Customer Account** more than once per **Account** period.

13.9 Overcharging

If a **Utility** becomes aware that it has overcharged a **Customer** as a result of a review of a **Customer Account** or by any other means, the **Utility** must adjust the **Customer Account** by refunding the amount overcharged or by

reducing the amount of the next **Customer Account** sent to the **Customer** after becoming aware of the overcharge.

13.10 Undercharging

- (1) If a **Utility** becomes aware that it has undercharged a **Customer** as a result of a review of a **Customer Account** or by any other means, the **Utility** may recover the undercharge.
- (2) The amount to be recovered must be listed separately and explained on the **Customer Account** and interest may not be charged on the amount being recovered.
- (3) The **Utility** must give the **Customer** a period of time to pay the undercharge that is at least equal to the period during which the undercharging occurred, if requested by the **Customer**.
- (4) Despite clause 13.10(1), a **Utility** may not recover the undercharge if it occurred more than 12 months previously.
- (5) Clause 13.10(4) does not apply to the extent that the undercharging by the **Utility** was caused or contributed to by the **Customer**, or by dishonesty or deceit against the **Utility**, or by the unreasonable failure of the **Customer** to provide to the **Utility** information for the purpose of calculating **Charges**.

13.11 Final customer account on disconnection or on vacating premises

- (1) A **Customer** may seek termination or disconnection of a **Utility Service** provided to the **Customer** by the **Utility**.
- (2) A **Customer** must give the **Utility** at least three **Business Days'** notice of the date on which the **Customer** seeks to have a **Utility Service** disconnected or to vacate **Premises** to which the **Utility** provides a **Utility Service** and must provide an address to which a final **Customer Account** can be sent.
- (3) The **Utility** may require the **Customer** to pay all the **Charges** (including minimum **Charges**) for services provided to the **Customer's Premises** until whichever of the following first occurs:
 - (a) the date for disconnection of the service in accordance with clause 13.11(2); or
 - (b) the **Utility** reads the **Customer's** meter prior to disconnection of the service; or
 - (c) the **Utility** disconnects, suspends or transfers the service.
- (4) Termination of a **Utility Service** provided by a **Utility** to a **Customer** does not affect rights or obligations incurred prior to the date of termination. Moreover, the **Customer** continues to have access to the complaints and dispute resolution process in accordance with clause 6.

13.12 How payments to be applied

- (1) If a **Utility** supplies a **Customer** with goods and services in addition to a **Utility Service**, the **Utility** must first apply any payments received from the **Customer** towards payment of the **Utility Service**. The payment should begin with the oldest part of the debt, unless otherwise directed by the **Customer**.
- (2) In the case of dual energy, the payment should be equally distributed, unless otherwise directed by the **Customer**.

13.13 Territory Government-sponsored rebates

If:

- (1) the **Utility** provides a **Territory** Government-sponsored rebate or concession on the cost of providing a **Utility Service**; and
- (2) a **Customer** applies to a **Utility** for a rebate or concession; and
- (3) the **Utility** is satisfied that the **Customer** is entitled to the rebate or concession

the **Utility** must grant the **Customer** the relevant rebate or concession.

13.14 Customer difficulties in paying customer account

- (1) If a **Customer** informs a **Utility** that the **Customer** is experiencing difficulty in paying the **Customer Account** or requires payment assistance, the **Utility** must offer the **Customer**:
 - (a) subject to clause 13.15, an advance payment plan or instalment payment plan option;
 - (b) information about and referral to, any hardship program offered by the **Utility**;
 - (c) information about, and referral to, any **Territory** Government assistance program; and
 - (d) information about independent financial counselling servicesat no cost to the **Customer**.
- (2) [this clause was superseded by the introduction of the National Energy Customer Framework].

13.15 Instalment plan options

A **Utility** is not required to offer an advance payment plan or an instalment plan to a **Customer** who has, in the previous 12 months, had two or more advance payment or instalment plans cancelled due to non-payment.

14 Interest and other charges

14.1 Interest charges

- (1) A **Utility** may charge interest on the **Account** of a **Customer** if at least 14 days have passed after the due date for payment of the **Account** of a **Customer**.
- (2) If at least 14 days have passed after the due date, the **Utility** may charge interest on the **Account** of a **Customer** from the due date of payment of the **Account**.
- (3) If the **Customer** is a **Franchise Customer**, the **Utility** must not charge a rate of interest which:
 - (a) is not specified in the **Standard Customer Contract**; and
 - (b) exceeds the **Default Rate**.

PART 3 PROTECTION OF FRANCHISE CUSTOMERS

Application

This Part applies only to **Utilities** licensed to provide **Utility Services** to **Franchise Customers**.

Part 3.1 MATTERS THAT MUST BE ADDRESSED IN STANDARD CUSTOMER CONTRACTS

15 Standard customer contract provisions

15.1 Obligations under the Utilities Act

Under the **Utilities Act**, a **Utility** that provides a **Utility Service** to a **Franchise Customer** must do so in accordance with a **Standard Customer Contract**.

15.2 Provisions to be contained in standard customer contracts

A **Standard Customer Contract** must contain provisions to give effect to this Part of the Code.

15.3 Provisions to be regarded as minimums only

Nothing in this Part of the Code is to be taken to prevent a **Utility** including provisions in its **Standard Customer Contract** that are in addition to, and not inconsistent with, matters covered by this Part.

16 Connection and Supply

16.1 Obligation to connect and supply

A **Utility** that is licensed to provide a **Utility Service** to a **Franchise Customer**, and receives an application to provide a **Utility Service** from a **Franchise Customer**, must provide the service requested within a reasonable time.

16.2 Utility not required to connect or supply

Notwithstanding clause 16.1, a **Utility** is not required to provide the **Utility Service** if a **Customer**:

- (1) does not meet any **Charges** payable to the **Utility** with respect to the provision of the **Utility Service**, the connection of the **Premises** or any applicable capital contribution;
- (2) does not provide satisfactory evidence of identity;
- (3) does not have a contract with an **Obligated Provider** for the supply of electricity, gas or water services to the **Premises** if the **Customer** is seeking water connection services;
- (4) does not meet any other condition that has been approved by the **ICRC**;
- (5) is seeking to have their **Installation** connected to the **Network** of the **Utility** and the **Installation** of the **Customer** does not meet:
 - (a) the requirements of the relevant **Service and Installation Rules**, or any applicable **Technical Code** or **Law**; and
 - (b) any other reasonable requirements by the **Utility** in relation to the **Customer's Installation**;
- (6) does not pay a security deposit if required by the **Utility** under clause 20.

16.3 Deeming of standard customer contract

- (1) On the acceptance by a **Utility** of an application by a **Franchise Customer**, the **Customer** is deemed to have entered into a **Standard Customer Contract** with the **Utility** for the provision of the **Utility Service** requested.
- (2) A **Utility** may require the application for the provision of a **Utility Service** to be in an approved form, or as varied by agreement between the **Utility** and the **Franchise Customer**.

17 Disconnection of premises from a utility network and restriction of water supply

17.1 Utility must not disconnect or restrict utility services

- (1) A **Utility** must not, in relation to **Premises** supplied under a **Customer Contract**:
 - (a) disconnect the **Premises** from the:
 - (i) [this clause was superseded by the introduction of the National Energy Customer Framework];
 - (ii) water **Network**; or
 - (iii) [this clause was superseded by the introduction of the National Energy Customer Framework].
 - (iv) sewerage **Network**; or
 - (b) restrict the supply of water to the **Premises**;

except in accordance with clauses 10.1, 17.2 and 17.3, and subject to clause 18.
- (2) Subject to clauses 10.1 and 17.4, a **Utility** must not disconnect, or restrict the supply of, a **Utility Service** it provides to **Premises** supplied under a **Customer Contract** for failure by a **Customer** to pay an outstanding **Account**.
- (3) A **Utility** must not disconnect, or restrict the supply of, a **Utility Service** it provides under clause 17.1(2):
 - (a) after 3.00pm on any day;
 - (b) on a Friday, Saturday or Sunday;
 - (c) on a day that is a public holiday in the **Territory** or on the day before a public holiday; or
 - (d) if the **Customer** has made a hardship complaint to the **ACAT** following the non-payment of an **Account** and the **ACAT** has notified the **Utility** that the **Complaint** has been received.

17.2 When a utility must disconnect premises from a utility network

A **Utility** must disconnect the **Premises** supplied under a **Customer Contract** from a **Utility Network** if it is:

- (1) requested to do so by the **Customer**;
- (2) directed to do so by the **Chief Executive**; or
- (3) directed to do so by a **Person** permitted under **Law** to issue the direction (for example, the **Territory** Controller under the *Emergency Act 2004* (ACT)).

17.3 When a utility may disconnect or restrict supply

Subject to the **Utilities Act** and clauses 10.1, 17.2 and 17.4, a **Utility** may disconnect or restrict the supply of a **Utility Service** it provides to **Premises** supplied under a **Customer Contract** if the **Utility**:

- (1) is entitled to do so under the **Customer Contract**;
- (2) reasonably believes that the **Customer** or the **Occupier** of the **Premises** has contravened the **Act**;
- (3) reasonably believes that failure to disconnect may constitute a health or safety risk to the **Customer** or to another person;
- (4) reasonably believes that failure to disconnect will cause, or is likely to cause, serious damage to property;
- (5) reasonably believes that failure to disconnect may affect the safe operation of the **Network** of the **Utility**;
- (6) reasonably believes that the **Installation** of the **Customer** does not comply with the relevant **Service and Installation Rules** or any other reasonable **Installation** requirement prescribed by the **Utility**;
- (7) [this clause was superseded by the introduction of the National Energy Customer Framework];
- (8) [this clause was superseded by the introduction of the National Energy Customer Framework].

17.4 Disconnection or restriction of utility services to residential premises for failure to pay a customer account

- (1) Subject to clause 10.1, a **Utility** may take action to disconnect the supply or to restrict the supply of water to **Residential Premises** for failure by a **Customer** to pay an outstanding **Customer Account** only if:
 - (a) the amount of the unpaid **Customer Account** exceeds the amount agreed between the **Utility** and the **ACAT**;
 - (b) two written notices have been served on the **Customer** at least seven days apart;
 - (c) the **Customer Account** has not been paid within five days of the second notice being served on the **Customer**, and a reasonable attempt has subsequently been made to contact the **Customer** either in person or by telephone on a day other than the day of disconnection; and
 - (d) after the procedures outlined in clauses 17.4(1) (b) and (c) have been followed, the **Customer** has failed to make and comply with a payment arrangement to pay the **Customer Account** that is reasonable in the financial circumstances of the **Customer** and satisfactory to, and agreed to by, the **Utility**.
- (2) If the **Customer** fails to comply with any arrangement made with the **Utility** in clause 17.4(1)(d), nothing in clause 17.4 requires the **Utility**

to repeat the steps referred to in clauses 17.4(1)(a) to (c) prior to taking action to disconnect or restrict supply.

- (3) If, after following the procedures outlined in clause 17.4 (1) the **Utility** is entitled to take action to disconnect or to restrict the supply of water to **Residential Premises**, the **Utility** must do so not more than six weeks after the second notice has been issued.
- (4) If a **Utility** is advised by the **ACAT** that the **ACAT** has received and accepted a hardship **complaint** from a **Customer**, the **Utility** must not take action to disconnect or restrict the **Utility Service** it provides to the **Premises** supplied under the **Customer Contract** until the matter has been determined by the **ACAT**.
- (5) If a **Utility** has taken action to disconnect or restrict a **Utility Service** it provides to **Residential Premises** under clause 17.4(1) and it is advised by the **ACAT** that the **ACAT** has received and accepted a hardship **complaint** from the **Customer**, the **Utility** must arrange to restore the service as soon as practicable and, in any event, within 24 hours, until the matter has been determined by the **ACAT**.
- (6) If a **Utility** has taken action to disconnect or restrict a **Utility Service** it provides to **Residential Premises** of a **Customer** under clause 17.4(1) and the **Customer** pays the **Customer Account**, or the **Utility** accepts an arrangement by the **Customer** to pay the **Account**, the **Utility** must arrange to restore the service, as soon as practicable and, in any event, within 24 hours.
- (7) The **ACAT** must notify within two **Business Days** the **Utility** and the **Customer** that a determination has been made.
- (8) [this clause was superseded by the introduction of the National Energy Customer Framework].

17.5 Restrictions on water restrictions to residential premises

If a **Utility** restricts the supply of water to **Residential Premises** the **Utility** must ensure that the restriction is to a flow rate of no less than two litres per minute.

17.6 Content and format of notices

A **Utility** must ensure that a notice issued to a **Customer** under clause 17.4(1):

- (1) is in simple and straightforward language;
- (2) is served in accordance with clause 8 of this Code;
- (3) advises that the **Customer** has failed to pay the **Customer Account** by the due date;
- (4) makes clear when the due date is, if the notice is for a subsequent failure to pay a **Customer Account**;

- (5) advises the **Customer** that failure to pay the amount due will entitle the **Utility** to take steps to disconnect or restrict its supply of the **Utility Service** to the **Premises**;
- (6) requests the **Customer** to contact the **Utility**;
- (7) specifies details of any **Territory** Government sponsored rebates or concessions that the **Utility** provides that may be available to the **Customer**;
- (8) outlines the availability of payment options;
- (9) advises the **Customer** of their eligibility to make a hardship **complaint** to the **ACAT** in a format approved by the **ACAT**;
- (10) provides advice, in the five most common non-English languages used in the **Territory** on the availability of translation services for a non-English speaking **Customer**; and
- (11) provides other information which the **ACAT** may require from time to time, by notice, in writing.

18 Disconnections and restrictions in emergencies and under restriction schemes

In addition to the right to disconnect or restrict the supply of **Utility Services** as set out in clause 17, a **Utility** may restrict or ration the supply of water and sewerage services if:

- (1) there is a Declared State of Emergency; or
- (2) a restriction under a restriction scheme approved under a **Law** is in force; and
- (3) the restriction or rationing is in accordance with the **Emergency Plan** of a **Utility** or an approved restriction scheme, as the case may be.

19 Interruptions to supply

19.1 When a utility may interrupt supply of a utility service

A **Utility** may only interrupt the supply of a **Utility Service** it provides to **Premises** supplied under a **Customer Contract**:

- (1) if required to do so by **Law**;
- (2) if requested to do so by the **Customer**;
- (3) for planned maintenance, repair or augmentation of the **Network**;
- (4) for unplanned maintenance or repair of the **Network** in circumstances where, in the opinion of the **Utility**, there is a risk of fire or a threat of injury or material damage to a **Person**, to property or to the **Network**;

- (5) if required to do so by the System Operator or the **Chief Executive**;
- (6) for the purpose of connecting or installing a new supply to the **Premises** of another **Customer**;
- (7) for the purpose of restoring supply to the **Premises** or to the **Premises** of another **Customer**; or
- (8) in an emergency.

19.2 Planned interruptions to the supply of utility services

- (1) A **Utility** must give at least two **Business Days'** notice of a **Planned Interruption** under clause 19.1(3) to a **Utility Service** it provides to each **Premises** that will be affected by the interruption. The notice must:
 - (a) specify the reason for the interruption and the expected date, time and reasonably anticipated duration of the interruption; and
 - (b) provide either:
 - (i) a business hours telephone number for inquiries; or
 - (ii) a 24 hour telephone number for inquiries.
- (2) A **Utility** undertaking a **Planned Interruption** to a **Utility Service** must take all steps that are reasonable and practicable to ensure that the duration of the interruption:
 - (a) does not exceed the expected duration set out in a notice given under clause 19.2(1); and
 - (b) in any event, does not exceed 12 hours.
- (3) For the purposes of the Minimum Service Standards in the Schedule to this Code, notice to a **Customer** or **Consumer** of a **Planned Interruption** may, where notice to individual **Premises** under clause 19.2(1) is not reasonable or practicable in all the circumstances, be in one or more of the following forms:
 - (a) broadcast twice on a television or radio station broadcasting to the area in which supply is to be interrupted; or
 - (b) published in a newspaper circulating generally in the area in which the supply is to be interrupted; or
 - (c) where all **Premises** at a single site will be affected by the interruption, delivered in writing to the body corporate, building manager or equivalent.

Example: Where a **Planned Interruption** will affect all tenants in a complex of 100 units, or all stores within a shopping centre, a notice given to the body corporate or centre manager will satisfy the requirements of this Code.
- (4) A **Customer** or **Consumer** may waive the right to all or part of the minimum period of notice under clause 19.2(1).

- (5) Clauses 19.2(1), (3) and (4) do not apply to **Premises** that have been registered as a supply address under clause 10.1.

19.3 Unplanned interruptions to the supply of a utility service

- (1) A **Utility** must, within one hour of being advised of an **Unplanned Interruption** to a **Utility Service**, establish a 24-hour telephone service which provides affected **Persons** with:
- (a) information on the nature of the interruption; and
 - (b) an estimate of:
 - (i) when the **Utility** expects that supply of the relevant **Utility Service** will be restored; or
 - (ii) when reliable information on the restoration of the supply of the relevant **Utility Service** will be available; and
 - (c) the facility, as far as it is within the power of the **Utility**, for a **Person** to be connected to a telephone operator if required.
- (2) Following an **Unplanned Interruption** a **Utility** must take all steps that are reasonable and practicable to restore its supply of the **Utility Service** to affected **Premises** as soon as possible and in any event within 12 hours.

19.4

[This clause was superseded by the introduction of the National Energy Customer Framework].

19.5 Liability for an interruption

A **Standard Customer Contract** may provide that a **Utility** will not be liable for an interruption to the supply of its **Utility Service** in certain circumstances, including where:

- (1) the interruption was caused by events or circumstances beyond the control of the **Utility**;
- (2) the interruption was not caused by the negligence of the **Utility**; and
- (3) the **Utility** has otherwise complied with all relevant performance standards.

19.6 Competition and Consumer Act 2010

Nothing in clause 19.5 is to be taken to affect any right a **Customer** may have under the *Competition and Consumer Act 2010* (Cth) or any other **Law**.

20 Security deposit

20.1 When a security deposit may be required

- (1) A **Utility** may require the payment of a security deposit by a **Customer** only if:
 - (a) the **Customer**:
 - (i) does not have a satisfactory payment record with the **Utility**; or
 - (ii) cannot provide satisfactory payment record data from another source; or
 - (b) the **ACAT** directs that the **Customer** must pay a security deposit; or
 - (c) the **Customer** has previously vacated **Premises** without paying an outstanding **Customer Account** and the **Customer's** debt to the **Utility** remains outstanding; or
 - (d) during the last 12 months the **Customer** has on two or more occasions not paid a **Customer Account** by the due date or within a reasonable time after that date.

20.2 Maximum amount of security deposit

If a **Utility** requires a **Customer** to pay a security deposit, the security deposit must not be greater than:

- (1) 1.5 times the estimated quarterly **Customer Account**, if the **Customer** is billed quarterly; or
- (2) 2.5 times the estimated monthly **Customer Account**, if the **Customer** is billed monthly;
- (3) an amount determined by the **ACAT** either generally or in a specific case having regard to the financial circumstances of the **Customer** or a class of **Customers**.

20.3 Interest on security deposits

Interest earned on security deposits must be at a rate no less than the rate specified from time to time by the **ICRC**.

20.4 Repayment of security deposits

A **Utility** must repay a security deposit (including any interest earned) to a **Customer** if the **Customer** pays his or her **Customer Account** on or before the due date for a continuous period of 12 months.

20.5 Purposes for which security deposits must not be used

A **Utility** must not use a security deposit, or any part of a security deposit, to recover amounts due in respect of **Charges** other than **Charges** related to the

supply or sale of **Utility Services** it provides for the **Customer** who paid the security deposit.

Part 3.2 STANDARD CUSTOMER CONTRACTS

21 Availability of and changes to a standard customer contract

21.1 Utility to make contract available to customers

A **Utility** must make a copy of its **Standard Customer Contract** available to a **Customer**, on request and free of charge. The **Utility** must also make the **Standard Customer Contract** available on its website.

21.2 Additional copies

A **Utility** may charge a **Customer** the reasonable cost of providing any additional copy of a **Standard Customer Contract**.

21.3 Changes to contracts

- (1) If a **Standard Customer Contract** is changed the **Utility** must publish a notice of the change in a newspaper that circulates in the **Territory**. The notice must provide:
 - (a) a summary of the scope, intent and general effect of the variation; and
 - (b) advice about where the details of the changes may be found.
- (2) The **Utility** must also provide a summary of the contract variation to an affected **Customer** in the next **Customer Account** given after the date of the publication of the notice.
- (3) If requested by a **Customer**, the **Utility** must make available a copy of the amended **Standard Customer Contract** to the **Customer** free of charge.

PART 4

[This part was superseded by the introduction of the National Energy Customer Framework].

PART 5

[This part was superseded by the introduction of the National Energy Customer Framework].

PART 6 NEW SUPPLY ARRANGEMENTS

Part 6.1 NEW SUPPLY ARRANGEMENTS

31 Contract information

- (1) A **Utility** shall provide the following information, in writing, to a **Customer** within two **Business Days** of entering into a contract with a **Customer**, unless this information has been previously supplied, in writing, to the **Customer**:
 - (a) the full terms, conditions and applicable costs of the contract including the period of the contract;
 - (b) advice to the **Customer** that the **Customer** has the right to cancel the contract;
 - (c) a **Utility** contact point which the **Customer** may contact for further information or to cancel the contract;
 - (d) reference to any **Territory** Government sponsored rebates or concessions that the **Utility** provides that the **Customer** may be eligible for; and
 - (e) how to make a **Complaint** against the **Utility**.
- (2) Any information provided to a **Customer** under clause 31(1) must be in simple and straightforward language.

32

[This clause was superseded by the introduction of the National Energy Customer Framework].

32A

[This clause was superseded by the introduction of the National Energy Customer Framework].

Part 6.2

[This part was superseded by the introduction of the National Energy Customer Framework].

34 Dictionary

In this Code, unless the contrary intention appears:

- (1) **'ACAT'** means the ACT Civil and Administrative Tribunal established under the *ACT Civil and Administrative Tribunal Act 2008* (ACT).
- (2) **'Account'** – see **"Customer Account"**.
- (3) **'Acknowledge'**, in relation to a **Complaint**, includes direct or telephone contact or written communication in which the **Utility acknowledges** the receipt of the **Complaint** and indicates the process to be followed in dealing with the **Complaint**.
- (4) **'Agent'** means a **Person** whom a **Utility** has contracted to provide, construct, operate, manage or maintain any of the systems or services that it is licensed to provide, including **Marketing**.
- (5) **'Appointment'** means an express agreement between a **Utility** and a **Customer** or **Consumer** that both the **Utility** and the **Customer** or **Consumer** will attend the **Premises** of the **Customer** or **Consumer** at a particular time or within a particular time-frame, but does not include attendance by a **Utility** at **Premises** where the presence of the **Customer** or **Consumer** is not required, and has not been expressly arranged.
- (6) **'Business Day'** means a day, other than a Saturday or Sunday, or a declared Public Holiday in the **Territory**.
- (7) **'Centrelink'** means the **Centrelink** program delivered by the Commonwealth Department of Human Services.
- (8) **'Charges'** includes prices, tariffs and fees.
- (9) **'Chief Executive'** means the **Chief Executive** responsible for **Technical Codes** under Part 5 of the **Utilities Act**.
- (10) **'Complaint'** includes any expression of dissatisfaction by a **Customer** or **Consumer**, whether in writing (for example by letter, facsimile or email), by telephone or in person, with an action, a proposed action, or failure to act on the part of a **Utility**, or in respect of a product or service offered or provided by, a **Utility**, to which a **response** is explicitly or implicitly expected, but does not include queries, notifications or requests for advice.

Note: This definition does not apply to complaints made to the **ACAT** under Parts 11 and 12 of the **Utilities Act**.
- (11) **'Consumer'**- see clause 3.2(1).
- (12) **'Customer'** – see clause 3.2(2).
- (13) **'Customer Account'** means an Account sent by a **Utility** to a **Customer** in accordance with the requirements of this Code.

- (14) **'Customer Contract'** means a **Standard Customer Contract** or a **Negotiated Customer Contract**.
- (15) **'Declared State of Emergency'** has the same meaning as in the *Emergencies Act 2004* (ACT).
- (16) **'Default Rate'** means the Supreme Court after-judgement rate of interest that is fixed from time to time in Schedule 2 of the *Court Procedure Rules 2006*.
- (17) **'Electricity Distributor'** means a **Person** who holds a licence to distribute electricity under Part 3 of the **Utilities Act**.
- (18) **'Emergency Plan'** means an **Emergency Plan** required to be developed under the **Emergency Planning Code**.
- (19) **'Emergency Planning Code'** means the **Emergency Planning Code** approved as a **Technical Code** by the **Minister** responsible for administering Part 5 of the **Utilities Act**.
- (20) **'Franchise Customer'** has the meaning given by the **Utilities Act** and means a customer who is supplied water by a **Utility**.
- (21) **'Gas Distributor'** means a **Person** who holds a licence to distribute gas under Part 3 of the **Utilities Act**.
- (22) **'ICRC'** means the Independent Competition and Regulatory Commission established under section 5 of *the Independent Competition and Regulatory Commission Act 1997* (ACT).
- (23) **'Industry Code'** means a code approved or determined by **ICRC** under Part 4 of the **Utilities Act**.
- (24) **'Installation'** means the wiring, pipes and associated structures or equipment, owned by a **Customer** and within the **Customer's Premises**, that are used to convey electricity, gas or water or dispose of sewage but, in the case of electricity, does not include anything connected to and extending beyond an electrical outlet socket.
- (25) **'Law'** means:
- (a) an Act of the Legislative Assembly of the ACT; or
 - (b) a subordinate law; or
 - (c) any other statutory instrument of a legislative nature; or
 - (d) the common law.
- (26) **'Negotiated Customer Contract'** means a contract that is a **Negotiated Customer Contract** for the purposes of Part 6 of the **Utilities Act**.

- (27) **'NERL retailer'** means a electricity or gas retailer that has been authorised to retail electricity or gas under the *National Energy Retail Law* (ACT)
- (28) **'Network'** means the infrastructure used for the provision of a service to the **Premises** of a **Customer** or a **Consumer**;
- (29) **'Obligated Provider'** means all of:
- (a) a Utility;
 - (b) a NERL retailer;
 - (c) a gas distributor; and
 - (d) an electricity distributor.
- (30) **'Occupier'** of **Premises**, means a **Person** who has, or is entitled to, lawful possession or control of the **Premises** (whether alone or together with one or more other **Persons**).
- (31) **'Person'** includes a natural **Person**, a firm, an unincorporated association or a body corporate.
- (32) **'Planned interruption'** means an interruption that occurs where planned work undertaken results in a total loss of supply of a **Utility Service** to **Premises** supplied under a **Customer Contract**.
- Example:*
- For sewerage services, an interruption would occur where a **Customer** was temporarily unable to discharge sewerage into the sewerage **Network**.
- (33) **'Premises'** includes land and place. For the purposes of this Code, each **Premises** that is supplied under a **Customer Contract**, and which:
- (a) for water and sewerage services, has its own **Utility** water meter at the point of connection; or
 - (b) in the absence of the above, is registered under the *Land Titles Act 1925* or the *Land Titles (Unit Titles) Act 1970*;
- is a separate **Premises** for the supply of that service.
- (34) **'Residential Premises'** means **Premises** to which a **Utility** provides a **Utility Service** for domestic use.
- (35) **'Response'** to a **Complaint** or notification of a problem or concern with a **Utility's Network** includes direct or telephone contact or written **Response** in which the **Utility** addresses the issue(s) raised and either:
- (a) resolves the issue(s); or
 - (b) confirms the cause of the issue(s) if known; and

- (c) advises what corrective action is being taken to rectify the issues, and indicates the likely time by which the issue will be resolved.
- (36) **'Service and Installation Rules'** means the **Service and Installation Rules** adopted by a **Utility** in accordance with the relevant **Service and Installation Rules Code**.
- (37) **'Service and Installation Rules Code'** refers to the Water and Sewerage Service and Installation Rules Code, approved as a **Technical Code** by the **Minister** responsible for administering Part 5 of the **Utilities Act**.
- (38) **'Standard Customer Contract'** means a contract that is a **Standard Customer Contract** for the purposes of Part 6 of the **Utilities Act**.
- (39) **'Technical Code'** means a code approved or determined by the **Minister** responsible for administering Part 5 of the **Utilities Act**.
- (40) **'Territory'** means the Australian Capital Territory.
- (41) **'Unplanned Interruption'** means a total loss of supply of a **Utility Service** to **Premises** supplied under a **Customer Contract** that:
- (a) is not deliberately initiated by the provider of the service; or
- (b) is necessary due to urgent circumstances in which it is necessary to protect –
- (i) the integrity of a **Network** or **Network** facility; or
- (ii) the health or safety of people; or
- (iii) public or private property; or
- (iv) the environment.
- (42) **'Utilities Act'** means the *Utilities Act 2000* (ACT).
- (43) **'Utility'** means a **Person** licensed to provide a water or sewerage **Utility Service** under Part 3 of the **Utilities Act**.
- (44) **'Utility Service'** has the meaning it has in the Utilities Act and includes:
- (a) water collection, treatment, distribution, connection and supply service, and the provision of a water **Network**; and
- (b) sewerage service, sewerage connection service, and the provision of a sewerage **Network**.
- (45) **'Water and Sewerage Utility'** means a **Person** who holds a licence to provide water supply and sewerage services under Part 3 of the **Utilities Act**.

SCHEDULE 1: MINIMUM SERVICE STANDARDS

Subject of the standard	Service standard required (Subject to clause 11)	Rebate payable for failure to meet standard
<p>1. Customer Connection Times</p>	<p>If a Customer's Installation is:</p> <p>(a) physically connected to the electricity Network, the gas Network, the water Network or the sewerage Network; and</p> <p>(b) a Customer is entitled to supply of the relevant Utility Service, service under the Utilities Act or National Energy Retail Law (ACT),</p> <p>the relevant Obligated Provider must provide those services:</p> <p>(c) on the same day as the request is made if the request is made before 2:00pm; or</p> <p>(d) by the end of the next Business Day if a request is made after 2:00pm,</p> <p>otherwise, on a day agreed between the Customer and the Obligated Provider.</p>	<p>For each day after the date the service or services should have been provided until those services are provided, the Customer may apply for a rebate of \$60 to a maximum of \$300.</p> <p>(If the service or services are not provided within 5 days of the request, the Customer may restate their request to the Obligated Provider. For the purposes of this standard, a restated request will constitute a new request.)</p>
<p>2. Responding to Complaints</p> <p>(For the purposes of this standard, a Complaint does not include a water quality Complaint under clause 6 of the Water and Sewerage Service Standards Code.)</p>	<p>An Obligated Provider, upon receiving a Complaint from a Customer or Consumer, must:</p> <p>(a) acknowledge the Complaint immediately or as soon as practicable; and</p> <p>(b) respond to the Complaint within 20 Business Days.</p>	<p>If an Obligated Provider fails to meet the requirements of Standard 2(a) or 2(b), the Complainant may apply for a rebate of \$20.</p>

Subject of the standard	Service standard required (Subject to clause 11)	Rebate payable for failure to meet standard
3. Response time to notification of problem or concern	<p>An Obligated Provider notified of a problem or concern with the Obligated Provider's Network must:</p> <p>(a) if the notification relates to damage to, or a fault or problem with the Network which is likely to affect public health, or is causing, or has the potential to cause, substantial damage or harm to a Person or property, respond as soon as practicable and in any event within six hours; or</p> <p>(b) in all other cases, respond within 48 hours; and</p> <p>(c) resolve the problem or concern within the time specified in the response.</p>	<p>If notification is from a Customer or a Consumer, and relates to a problem or concern that affects the Premises of the Customer or Consumer, that Customer or Consumer may apply for a rebate of:</p> <p>\$60 for each day after the day on which the response should have been provided, until that response is provided, to a maximum of \$300.</p> <p>(If a response is not provided within 5 Business Days of the request, the Customer may restate their notification to the Obligated Provider. For the purposes of this standard, a restated notification will constitute a new notification.)</p> <p>\$60 for each problem or concern that is not resolved within the time specified in the response.</p>

Subject of the standard	Service standard required (Subject to clause 11)	Rebate payable for failure to meet standard
<p>4. Planned Interruptions to Utility services (applies only to Gas and Electricity Distributors and Water and Sewerage Utilities)</p>	<p>1) A Water and Sewerage Utility must give at least two Business Days notice of a Planned Interruption to a Utility Service to each Premises that will be affected by the interruption.</p> <p>1A) Gas and Electricity Distributors must give at least four Business Days notice of a Planned Interruption to a Utility Service to each Premises that will be affected by the interruption.</p> <p>2) The notice must:</p> <p>(a) specify the reason for the interruption and the expected date, time and reasonably anticipated duration of the interruption; and</p> <p>(b) provide either:</p> <p>i. a business hours telephone number for inquiries; or</p> <p>ii. a 24-hour telephone number for inquiries.</p> <p>3) A Gas or Electricity Distributor or Utility undertaking a Planned Interruption to a Utility Service must take all steps that are reasonable and practicable to ensure that the duration of the interruption:</p> <p>(a) does not exceed the expected duration set out in a notice given to the Premises; and</p> <p>(b) in any event, does not exceed 12 hours.</p>	<p>For each affected Premises supplied under a Customer Contract, the Customer or Consumer may apply for a rebate of:</p> <p>\$50 if the required notice of the interruption is not given.</p> <p>\$50 if supply is not restored within the time specified in the notice, which must not exceed 12 hours.</p>
<p>5. Unplanned Interruptions to Utility services (applies only to Gas and Electricity Distributors and Water and Sewerage Utilities)</p>	<p>When an Unplanned Interruption occurs, a Utility or Electricity Distributor (as the case may be) must take all steps that are reasonable and practicable to restore the supply of the relevant Utility Service to affected Premises as soon as possible and, in any event, within 12 hours.</p>	<p>For each affected Premises supplied under a Customer Contract, the Customer or Consumer may apply for a rebate of \$20 if supply is not restored within 12 hours.</p>

SCHEDULE 2: CODE AMENDMENT HISTORY

The Consumer Protection Code was first determined on 21 December 2000, under the Utilities (Industry Codes) Determination 2000 (DI2000-368). The Code has been varied or revoked and redetermined by the following instruments. These are available on the ACT Legislation Register (www.legislation.act.gov.au/a/2000-65/default.asp).

Instrument name and number	Date of effect	Comment
Utilities (Approval of Variation of Industry Code) 2002 (No 1) DI2002-204		Amended the Code determined in 2000
Utilities (Consumer Protection Code) 2003 (No 1) DI2003-147	Effective from 24 June 2003 to 31 December 2006	Revoked the Code determined in 2000 and determined new Code
Utilities (Variation of Industry Code) Approval 2004 (No 1) DI2004-203		Amended the Code that was determined in 2003
Utilities (Variation of Industry Code) Determination 2005 (No 1) DI2005-65		Amended the Code that was determined in 2003
Utilities (Variation of Industry Code) Determination 2005 (No 2) DI2005-132		Amended the Code that was determined in 2003
Utilities (Consumer Protection Code) (Industry Code) Determination 2006 (No 1) DI2006-267	Effective from 1 January 2007 to 30 June 2009	Revoked the Code determined in 2003 as varied and determined new Code
Utilities (Consumer Protection Code) Determination 2009 DI2009-75	Effective from 1 July 2009	Revoked the Code determined in 2006 and determined new Code
Utilities (Consumer Protection Code) Determination 2010 DI2010-108	Effective from 1 July 2010	Revoked the Code determined in 2009 and determined new Code
Utilities (Consumer Protection Code) Determination 2010 (No 2) DI2010- 178	Effective from 31 July 2010	Revoked the Code determined on 23 June 2010 and determined new Code
Utilities (Consumer Protection Code) Determination 2012 DI2012 -	Effective from 1 July 2012	Revoked the Code determined on July 2010 and determined a new code as a consequence of the introduction of the NECF