

Australian Capital Territory

Utilities (Variation of Terms – ActewAGL Retail Standard Customer Contract) Approval Notice 2008 (No 1)*

Notifiable Instrument NI2008-554

made under the

Utilities Act 2000, s 91 (Notification and application of terms etc) and s 93 (Variation of terms)

1 Name of instrument

This instrument is the *Utilities (Variation of Terms – ActewAGL Retail Standard Customer Contract) Approval 2008 (No 1)*.

2 Commencement

This instrument commences on the day after it is notified.

3 Approval of variation of Standard Customer Contract for electricity supply services

The Independent Competition and Regulatory Commission approves the ActewAGL Retail Electricity Supply Standard Customer Contract (2008) at Schedule 1 to this instrument.

The explanatory notes at Schedule 2 to this instrument set out the manner in which the terms of the ActewAGL Retail Electricity Supply Standard Customer Contract, in use before the commencement of this instrument, are varied.

4 Schedule of charges not amended

This instrument does not amend the schedule of charges in the standard customer contract for electricity supply services approved by notifiable instrument NI 2008-242. Those charges continue to apply.

Paul Baxter
Senior Commissioner
Independent Competition and Regulatory Commission

17 November 2008

*Name amended under Legislation Act, s 60

SCHEDULE 1

ActewAGL Retail Electricity Supply Standard Customer Contract (2008)

Notifiable instrument NI2008- 554

made under the
Utilities Act 2000



Electricity Supply Standard Customer Contract

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Schedule **Words and phrases used in this contract**

Electricity supply contract	A	This contract sets out the standard terms on which <i>ActewAGL</i> supplies electricity to customers in the ACT. All ACT <i>franchise customers</i> have a right to supply on these terms.
	B	This contract applies to any <i>contestable customers</i> we agree to supply, until a negotiated contract is signed.
<i>Multiple premises</i>	C	If you have electricity supplied by us to a number of premises at different sites in the ACT or in the same building, this contract applies separately to each of those premises.
<i>Separate connection terms</i>	D	This contract works in conjunction with the standard customer contract for electricity connection and distribution, which provides for the connection of your premises to the <i>electricity network</i> and covers a range of technical issues relevant to that connection.
<i>Words in italics</i>	E	Words shown in italics have the meaning given in the Schedule.
<i>Codes</i>	F	There are references to a number of codes throughout this contract. Contact the <i>Independent Competition and Regulatory Commission</i> if you would like a copy or you can search the ICRC web site at http://www.icrc.act.gov.au/ .

TERMS

Enquiries and complaints

1.1 (a) **Enquiries** in relation to your electricity supply should be directed as follows:

1. Faults and emergencies 13 10 93

(24 hour service)

2. Retail and billing enquiries 13 14 93

(b) **Complaints** can be directed to 6248 3519, or write to GPO Box 366, Canberra 2601.

We will resolve any enquiries or complaints as soon as reasonably possible.

Your choice of supplier

Your choice

2.1 You may choose to buy your electricity from another licensed supplier. If you enter into a contract for the supply of electricity to the premises with another supplier, or negotiate different terms with us, this contract will cease to apply.

What obligations do you have?

Application for supply

3.1 Before we can supply you with electricity, you need to:

- (a) apply to us in writing, over the phone or electronically;
- (b) provide any details about you or your premises that we reasonably request;
- (c) provide any of the other things referred to in the Consumer Protection Code or the Electricity Metering Code, on request;
- (d) demonstrate that you have a legal right of occupation of the premises;
- (e) have a connection in working order within the ACT between your premises and the *electricity network*; and
- (d) pay any applicable charges.

<i>Keep us informed of changes</i>	3.2	<p>You must inform us promptly if there is a change in:</p> <ul style="list-style-type: none">(a) your contact details;(b) access to the meter; or(c) your electricity lines or appliances which may affect the quality or safety of our supply.
<i>Supply quality and back-up</i>	3.3	<p>If you need uninterrupted supply for your premises, it is your responsibility to provide a back-up power supply.</p>
	3.4	<p>If you have sensitive electronic equipment such as computers, you should decide whether you need to protect that equipment through use of line filters or other measures.</p>
	3.5	<p>If you need any advice about back-up power supply options or other protective measures, please call our enquiries line on 13 14 93.</p>
<i>Life support equipment</i>	3.6	<p>If someone residing at your premises depends on life support equipment that is reliant on electricity, please let us know so that we may register the premises. We are not permitted to disconnect registered premises, as described in clause 11.</p>
	3.7	<p>You can apply for registration:</p> <ul style="list-style-type: none">(a) by writing to us and providing a certificate from your doctor; or(b) through your local hospital.
	3.8	<p>You must notify us promptly if the person using life support equipment ceases to live at the premises, or if they no longer require that equipment.</p>
<i>Bypassing the meter</i>	3.9	<p>You must not remove, tamper with or bypass the electricity meter, or permit anyone else to do so.</p>
<i>Other customer obligations</i>	3.10	<p>You must deal honestly with us.</p>

- 3.11 You must comply with:
- (a) applicable *electricity law*;
 - (b) any obligations in the codes published under the *Utilities Act 2000* that are expressed to apply to customers; and
 - (c) any reasonable directions we give you under the law or the codes.

What standard of service can you expect?

Customer service standards

Continuous supply, quality and frequency not guaranteed

- 4.1 We will meet the customer service standards described in the Consumer Protection Code in our dealings with you.
- 4.2 Your electricity supply is subject to a variety of factors, which include accidents, weather, the acts of third parties and the need to work on the electricity generation, transmission and distribution systems. Accordingly, from time to time you may experience:
- (a) variations in the quality or frequency of your electricity supply; or
 - (b) interruptions to your supply.
- 4.3 We are committed to assisting you in your dealings with the *distributor* to:
- (a) obtain a high quality electricity supply that meets the requirements of the Electricity Distribution (Supply Standards) Code; and
 - (b) minimise interruptions to your supply.
- 4.4 As an electricity supplier we have no direct control over the quality, frequency or continuity of your supply, as these things are governed by generators and the operators of the transmission and distribution systems.

What other rights do you have?

Ask for identification

- 5.1 You are entitled to ask our employees, contractors or agents attending your premises for identification before they ask you questions or carry out work. They carry photographic *ActewAGL* identity cards.

- Are you having difficulties paying an account?* 5.2 If you are having difficulties paying your account, you may call us to discuss alternative payment arrangements including, for *residential premises*:
- (a) advance payment or instalment payment plan options;
 - (b) available Territory government assistance programs; and
 - (c) information about independent financial counselling services.
- We will provide this information to you free of charge.
- You can also contact the *Energy and Water Consumer Council* on 6207 7740 to seek assistance.
- You may request information* 5.3 You may request us to provide you with information regarding:
- (a) the services we supply to your premises;
 - (b) meter readings for those services; or
 - (c) your account.
- We will provide this information to the extent it is reasonably available to us.
- 5.4 If you have requested information under clause 5.3, you must pay our reasonable costs of providing that information, unless that information relates to account or metering information for the 12 months prior to the date of your enquiry, which will be provided free of charge.
- When we are permitted to contact you* 5.5 We are only permitted to contact you:
- (a) between 9.00am and 8.00pm weekdays;
 - (b) between 9.00am and 5.00pm Saturdays and Sundays; and
 - (c) not at all on ACT public holidays,
- unless there is an emergency or you give your consent.
- Notices from us* 5.6 The Consumer Protection Code imposes requirements on the way in which we can give you written notices under this contract.

<i>Service Failure Rebate</i>	5.7	You may be entitled to a rebate if we fail to meet the minimum service standards described in Schedule 1 of the Consumer Protection Code. The amount of any rebate is shown in the Code. To ascertain rebate details or apply for a rebate phone 13 14 93.
<i>You may request disconnection</i>	5.8	You may ask us to disconnect the supply of electricity to the premises by providing at least 3 <i>business days</i> notice in writing, in person, over the phone or electronically.
<i>Charges payable on disconnection</i>	5.9	If you have given us at least 3 <i>business days</i> notice and an address to which a final account may be sent, you will only be required to pay for electricity supplied up to the date of disconnection shown in your notice, in addition to any applicable fees shown in our <i>Schedule of Charges</i> .
	5.10	If you have not given us at least that much notice, we may require you to pay all charges until whichever of the following occurs first: <ul style="list-style-type: none">(a) the date stated by us in a written notice to you;(b) the date of the final meter reading;(c) the date we disconnect, suspend or transfer the service.
Charges <i>Schedule of Charges</i>	6.1	Our charges for electricity are shown in our <i>Schedule of Charges</i> . Our <i>Schedule of Charges</i> forms part of the terms of this contract and must be read in conjunction with this contract. A copy of our <i>Schedule of Charges</i> is available from us free of charge on request, or from our website at www.actewagl.com.au .
<i>Other charges</i>	6.2	You must pay us any other amounts we are permitted to charge by law.
<i>Rebates and concessions</i>	6.3	You may be eligible for a rebate or concession on our standard charges for <i>residential premises</i> , for example if you have a pensioner concession card, a health care or veteran's affairs card or are dependent on life support equipment. Call our enquiries line on 13 14 93 for details.

<i>Payment of accounts</i>	6.4	We will issue accounts to you for any amount payable under this contract at least every 120 days, unless you agree otherwise.
	6.5	Each account will contain the information required by the Consumer Protection Code.
	6.6	You must pay an account by the due date shown on the account. We will give you at least 12 <i>Business Days</i> to pay from the date on which the account is sent to you, unless you agree to a shorter period.
	6.7	Any amount which remains unpaid after 14 days from the due date (or is paid by a method which is later dishonoured or rejected) is a debt to us and we may charge you <i>interest</i> from the original due date.
<i>Errors in accounts</i>	6.8	If we discover we have overcharged you, we will promptly credit the overpayment to your account.
	6.9	If we find we have undercharged you, we may adjust your account to collect the amount you were undercharged. Provided that you did not contribute to the undercharge occurring, our backcharge cannot go back more than 12 months in accordance with the Consumer Protection Code.
<i>Disputed accounts</i>	6.10	We will seek to resolve any disputes about accounts in accordance with the Consumer Protection Code.
<i>GST</i>	6.11	GST applies to the services provided under this contract. The charges shown in our <i>Schedule of Charges</i> include GST.
	6.12	Your account will show the GST component of our charges as a separate item.
Can you be required to provide a security deposit?	7.1	You must provide us with a security deposit, if required by us.
	7.2	We may only require a security deposit as permitted by the Consumer Protection Code.
	7.3	We may draw on a security deposit provided by you if you fail to pay an amount due under this contract.

	7.4	You are entitled to have your security deposit (plus any interest) refunded if you pay your accounts by the due date for a continuous period of 12 months.
Measuring your electricity consumption	8.1	We will arrange for our electricity meters at your premises to be read each account period, unless you are a <i>contestable customer</i> and have engaged a meter data agent authorised by <i>NEMMCO</i> .
<i>Meter reading and inspections</i>	8.2	Alternatively, we may estimate your consumption for a period as permitted by 8.5 to 8.7.
<i>Check readings</i>	8.3	In addition, we will check the accuracy of a recent meter reading, on request. You are entitled to one free check reading for each account period. The fee for additional check readings will be included in your account, as shown in the <i>Schedule of Charges</i> .
	8.4	We will provide information on request to allow you to carry out basic meter readings yourself instead of requesting further check readings or meter testing. This only applies to standard meters provided to <i>franchise customers</i> at <i>residential premises</i> .
<i>Estimating your electricity consumption</i>	8.5	We may estimate the quantity of electricity supplied to your premises in the circumstances described in the Electricity Metering Code.
	8.6	Where possible, estimates will be calculated with reference to an adjacent account period or periods.
	8.7	If you are invoiced on the basis of an estimate, we may adjust a later invoice to reflect the actual consumption, once known or more accurately estimated.
<i>Testing of meters at your request</i>	8.8	You may request us (or an <i>accredited</i> service provider) to test any of our electricity meters on the premises. We must carry out the test within 15 <i>Business Days</i> or as otherwise negotiated with you. You have the right to be present during the test. The procedure in the Electricity Metering Code will then apply.

	8.9	We will refund the cost of the test if it shows the meter is defective as defined in the Electricity Metering Code.
<i>We may initiate test</i>	8.10	We may test any of our meters on your premises at our cost.
<i>Faulty meters or incorrect readings</i>	8.11	We will adjust our record of your consumption as necessary if: <ul style="list-style-type: none">(a) the metering equipment installed on your premises is defective; or(b) a check reading shows a reading to be incorrect.
<i>Protecting your metering information</i>	8.12	We will use reasonable endeavours to prevent unauthorised access to metering information obtained from your premises.

Use of your personal information

Your right to privacy

9.1	We respect your privacy and are committed to complying with the <i>Privacy Act 1988</i> , the National Privacy Principles in that Act and any other applicable law regarding privacy.
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For any enquiries concerning privacy or the personal information we hold about you, please contact our privacy officer on 13 14 93.

Obtaining information from credit agencies

9.2	We may obtain information related to your creditworthiness (including a consumer credit report) from a credit agency, or from any business that reports on creditworthiness or any credit provider.
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Use of contact details

9.3	We may use your contact details: <ul style="list-style-type: none">(a) to contact or correspond with you for the purposes of this contract (for example to send you accounts);(b) to send you our newsletter and promotional offers from us or a third party;(c) for other public interest purposes, such as safety, fundraising by charities and informational programs,
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but we will not disclose your details to any third party in so doing.

	9.4	If you do not wish your details to be used for information, promotional, or market research purposes, please contact our customer service line on 13 14 93. We will, without charge, mark your details so that their use is restricted to matters central to this contract such as sending you accounts.
<i>Use of other personal information</i>	9.5	We may use any personal information we hold about you, including your contact details, to: <ul style="list-style-type: none">(a) assess your ongoing creditworthiness or the status of any account you have with us; or(b) determine the level of security required under this contract; or(c) collect overdue payments.
	9.6	We may cross reference your personal information across any electricity, natural gas, and water and sewerage services that we provide to you to check the accuracy of your contact details.
<i>Disclosure of information</i>	9.7	We may disclose information about you (including your contact details and creditworthiness information) or your metering information, in the circumstances permitted by the Consumer Protection Code or as otherwise permitted or required by law.
Our access to your premises	10.1	You must allow our employees, contractors and agents to enter your premises: <ul style="list-style-type: none">(a) to read or test meters; or(b) to inspect, maintain, repair or replace our property; or(c) where otherwise permitted by law.

- 10.2 While our personnel are on your premises, we will ensure that they:
- (a) observe all applicable safety conditions required by *law*; and
 - (b) for industrial premises, where you have given us reasonable prior notice:
 - (i) comply with any reasonable work safety rules in force at your premises; and
 - (ii) if necessary, work in protective equipment and clothing supplied by you in general use at your premises.

Disconnection by us

All customers

- 11.1 We may arrange for your premises to be disconnected:
- (a) if you do not have a legal right of occupancy of the premises; or
 - (b) if you fail to pay an account by the due date and, for *residential premises*, we have complied with all the requirements of the Consumer Protection Code; or
 - (c) if you fail to comply with any of your other obligations under this contract or any contract for *connection services*; or
 - (d) as permitted or required by applicable *electricity law*,
- unless your premises are registered as having life support equipment under 3.6.

- 11.2 We may restrict the supply of electricity in any of the circumstances referred to in the previous paragraph.

Contestable customers

- 11.3 Under the *Utilities Act 2000*, we are not obliged to supply *contestable customers*. If you are a *contestable customer*, we may arrange for your premises to be disconnected at any time by giving you at least 7 days notice.

Consequences of disconnection

- 11.4 If your premises are disconnected at our request or for any other reason, the electricity supply to the premises will cease.

General

- 11.5 We must comply with any applicable procedures in the Consumer Protection Code in arranging disconnection or restricting your supply.
- 11.6 If we arrange disconnection or restrict your supply under this clause, you must pay any applicable fee shown in the *Schedule of Charges*.
- 11.7 If the matter giving rise to the disconnection or restriction of supply is remedied or otherwise ceases to apply, we will arrange reconnection and recommence supply as soon as reasonably possible.
- 11.8 A fee applies for restoring supply, as shown in our *Schedule of Charges*.

Our liability

Terms implied by statute

- 12.1 Consumer protection legislation implies terms into contracts for the supply of certain goods and services which cannot be excluded (“**Implied Terms**”) but permits a supplier to limit its liability in respect of those terms in certain circumstances.
- 12.2 Our liability for breach of an Implied Term applying to this contract is limited at our option to one of the following remedies:
- (a) in the case of goods supplied by us:
 - (i) the replacement of the goods or the supply of equivalent goods; or
 - (ii) the repair of the goods; or
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of the cost of having the goods repaired; or
 - (b) in the case of services supplied by us:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.
- 12.3 Our liability will not be limited in this way if you establish that such a limitation is not fair or reasonable in the circumstances.

<i>Exclusion of other implied terms</i>	12.4	The only terms, conditions or warranties which apply to the supply of electricity under this contract are: (a) any Implied Terms, but subject to the preceding provisions of this clause; and (b) the express terms of this contract.
	12.5	All other terms, conditions or warranties implied by law (including statute), custom or usage are excluded to the fullest extent permitted by law.
<i>Our liability</i>	12.6	Subject to the limitations described in this clause, we are liable for any loss, liability or expense, which you may suffer or incur as a direct result of any negligence or breach of contract by us.
	12.7	This is in addition to any rebate to which you may be entitled under 5.7.
<i>Limitations on our liability</i> Faults in your equipment:	12.8	We are not liable to the extent <i>your equipment</i> caused or contributed to the problem.
Interruption to services:	12.9	We are not liable for an interruption to your electricity supply if the interruption: (a) was caused by events or circumstances beyond our control; or (b) arose despite us having complied with all relevant performance standards under the Consumer Protection Code.
Other limitations:	12.10	We are not liable for any loss, liability or expense, which you may suffer or incur other than as provided in 12.6 and 12.7.
	12.11	Without limiting 12.10, we are not liable for any loss of profits, business, or anticipated savings or for any indirect or consequential loss arising out of or in connection with this contract, whether in contract, tort (including negligence) or otherwise.
	12.12	Other limitations on our liability may apply under applicable <i>electricity law</i> including the Consumer Protection Code.

<i>General</i>	12.13	The limitations in 12.10 and 12.11 are subject to the earlier provisions of this clause regarding Implied Terms.
	12.14	Any liability a party has to the other for breach of this contract is reduced to the extent the other party caused or contributed to the breach.
Dispute resolution	13.1	The parties will seek to settle any dispute arising under this contract in accordance with the Consumer Protection Code or, if applicable, you may refer the matter to the <i>Essential Services Consumer Council</i> .
	13.2	This does not prevent a party exercising its rights under this contract or applying to a court for urgent relief.
Miscellaneous <i>Changes to this contract</i>	14.1	We may make changes to this contract from time to time as permitted by the <i>Utilities Act 2000</i> . Notice of the changes will be published in the Canberra Times and a free copy of the changes will be available on request or from our website www.actewagl.com.au .
<i>Inconsistency</i>	14.2	The parties must comply with the obligations imposed on them by <i>electricity law</i> , except where those obligations are inconsistent with this contract. In that case this contract will prevail to the extent permitted by law.
<i>No representations or warranties</i>	14.3	You acknowledge that in entering into this contract you have not relied on any separate promises from us that have not been included in this contract.
<i>Entire agreement</i>	14.4	This contract constitutes the entire agreement between us about its subject matter.
<i>Assignment</i>	14.5	You may not assign your rights or obligations under this contract without our consent.
<i>Notices</i>	14.6	Notices sent to you from us will be considered to be received within the time provided by the Consumer Protection Code.

<i>Joint customers</i>	14.7	If you own or lease the premises together with another person or persons, this contract binds and is for the benefit of you all jointly and severally.
<i>Termination</i>	14.8	This contract will terminate if our <i>electricity supplier's licence</i> is suspended or ceases to apply and we are not otherwise authorised to supply electricity under applicable <i>electricity law</i> .
<i>Governing law</i>	14.9	This contract is governed by the laws of the Australian Capital Territory.

Schedule Words and phrases used in this contract

TERM	MEANING
<i>ActewAGL (we, us, our)</i>	the retail arm of the ActewAGL joint venture, which is a partnership between ACTEW Retail Limited and AGL ACT Retail Investments Pty Limited, trading as ActewAGL Retail.
<i>business day</i>	a day, other than a Saturday, Sunday or ACT public holiday.
<i>connection point</i>	the boundary between <i>the distributor's electricity network</i> and <i>your equipment</i> , as defined in the Electricity Network Boundary Code.
<i>connection services</i>	means the services described in section 79(1)(a) and (b) of the <i>Utilities Act 2000</i> .
<i>contestable customer (or "non-franchise customer")</i>	means a customer who is not a <i>franchise customer</i> . These are customers who have the right to choose their electricity supplier.
<i>distributor</i>	the owner of the <i>electricity network</i> to which your premises are connected.
<i>electricity law</i>	the <i>Utilities Act 2000</i> , any applicable market, industry or technical code, our <i>electricity supplier's licence</i> and any other statute, regulation, ordinance, code or other law, whether territory, state or federal, including any lawfully binding determination, decree, edict, declaration, ruling, order or other similar pronouncement validly issued by any <i>government or authority</i> .
<i>electricity network</i>	the ACT electricity network as defined in section 7 of the <i>Utilities Act 2000</i> .
<i>electricity supplier's licence</i>	our licence to supply electricity to premises in the ACT, issued under the <i>Utilities Act 2000</i> .
<i>Energy and Water Consumer Council</i>	means the council which is a consumer protection and advisory body for ACT energy and water services, or any successor to it.
<i>franchise customer</i>	means a franchise customer for electricity supply as defined in the <i>Utilities Act 2000</i> . These are customers who do not yet have the right to choose their electricity supplier.
<i>government or authority</i>	the Commonwealth of Australia, any Australian State or Territory or any local government, and any minister, department, statutory authority, corporation or agency (including <i>ICRC</i> and <i>NEMMCO</i>) having jurisdiction and authority over a party.

<i>ICRC</i>	the Independent Competition and Regulatory Commission, which is the ACT regulator for competition, pricing and other matters involving the electricity industry.
<i>interest</i>	for a period means the amount calculated in accordance with the Supreme Court interest rate(s) for post-judgment interest applying for that period, as set from time to time by the <i>Court Procedure Rules 2006</i> .
<i>NEMMCO</i>	National Electricity Market Management Company Limited ACN 072 010 327, which is the manager of the National Electricity Market.
<i>residential premises</i>	has the meaning given in the Consumer Protection Code.
<i>Schedule of Charges</i>	the schedule of fees and charges for electricity supply published by us and in force from time to time.
<i>your equipment</i>	the electricity lines and associated equipment at the premises on your side of the <i>connection point</i> .

In this contract:

the singular includes the plural and vice versa;

a reference to an agreement, code or another instrument includes any consolidation, amendment, variation or replacement of them;

a reference to a statute, ordinance, code or other law, including anything which comprises the *electricity law*, includes regulations and other instruments under it and includes all consolidations, amendments, re-enactments or replacements;

a reference to a code named in this contract (other than the National Electricity Rules) is a reference to the code of that name under the *Utilities Act 2000*;

the word **person** includes a firm, body corporate, body politic, unincorporated association or an authority;

a reference to a person includes the person's permitted successors, substitutes (including, without limitation, persons taking by novation) and assigns;

if an event must occur on a stipulated day which is not a *business day*, then the stipulated day will be taken to be the next *business day*;

if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;

a reference to a day is to be interpreted as the period of time commencing at

midnight and ending 24 hours later;

including, includes, such as and in particular do not limit the generality of the words which precede them or to which they refer; and

headings are included for convenience and do not affect the interpretation of this contract.

SCHEDULE 2

ActewAGL Retail Electricity Supply Standard Customer Contract (2008)

Explanatory Notes

Notifiable instrument NI2008- 554

made under the
Utilities Act 2000

Amendments to the Electricity Supply Standard Customer Contract

November 2008

Current heading	Current clause number	Current wording	Proposed heading	Proposed clause number	Proposed wording	Explanation
						Table of contents has been updated as necessary due to amendments as below.
Recitals						
<i>Codes</i>	F	There are references to a number of codes throughout this contract. Contact the <i>ICRC</i> if you would like a copy.	<i>Codes</i>	F	There are references to a number of codes throughout this contract. Contact the <i>Independent Competition and Regulatory Commission</i> if you would like a copy or you can search the ICRC web site at http://www.icrc.act.gov.au/ .	Amended to include full name of commission in this first reference and clarify obtaining copies of a code.

Current heading	Current clause number	Current wording	Proposed heading	Proposed clause number	Proposed wording	Explanation
---	1.1	Enquiries or complaints should be directed to our enquiries line on 13 14 93 or submitted in writing to GPO Box 366, Canberra 2601. We are committed to resolving any enquiries or complaints as soon as reasonably possible.	---	1.1	<p>Enquiries in relation to your electricity supply should be directed as follows:</p> <p>Faults and emergencies 13 10 93 (24 hour service)</p> <p>Retail and billing enquiries 13 14 93</p> <p>Complaints can be directed to 6248 3519, or write to GPO Box 366, Canberra 2601.</p> <p>We will resolve any enquiries or complaints as soon as reasonably possible.</p>	Amended to include direct numbers for specific enquiries to improve customer assistance.
---	1.2	To report faults and emergencies, call our 24 hour service line on 13 10 93 .	---	---	---	Deleted as it is now incorporated into clause 1.1.

Current heading	Current clause number	Current wording	Proposed heading	Proposed clause number	Proposed wording	Explanation
Are you having difficulties paying an account?	5.2	<p>If you are having difficulties paying your account, you may call us to discuss alternative payment arrangements including, for residential premises:</p> <ul style="list-style-type: none"> (a) advance payment or instalment payment plan options; (b) available Territory government assistance programs; and (c) information about independent financial counselling services. <p>We will provide this information to you free of charge.</p>	Are you having difficulties paying an account?	5.2	<p>If you are having difficulties paying your account, you may call us to discuss alternative payment arrangements including, for residential premises:</p> <ul style="list-style-type: none"> (a) advance payment or instalment payment plan options; (b) available Territory government assistance programs; and (c) information about independent financial counselling services. <p>We will provide this information to you free of charge.</p> <p>You can also contact the <i>Energy and Water Consumer Council</i> on 6207 7740 to seek assistance.</p>	Amended to include reference to EWCC.
---	5.4	You must pay our reasonable costs of providing any information that you have asked for, unless that information relates to account or metering information for the last account period, which will be provided free of charge.	---	5.4	If you have requested information under clause 5.3, you must pay our reasonable costs of providing that information, unless that information relates to account or metering information for the 12 months prior to the date of your enquiry, which will be provided free of charge.	Updated to reflect the Consumer Protection Code.

Current heading	Current clause number	Current wording	Proposed heading	Proposed clause number	Proposed wording	Explanation
<i>When we are permitted to contact you</i>	5.5	<p>We are only permitted to contact you:</p> <p>(a) between 8.00am and 8.00pm weekdays;</p> <p>(b) between 9.00am and 5.00pm Saturdays and Sundays; and</p> <p>(c) not at all on ACT public holidays,</p> <p>unless there is an emergency or you give your consent.</p>	<i>When we are permitted to contact you</i>	5.5	<p>We are only permitted to contact you:</p> <p>(a) between 9.00am and 8.00pm weekdays;</p> <p>(b) between 9.00am and 5.00pm Saturdays and Sundays; and</p> <p>(c) not at all on ACT public holidays,</p> <p>unless there is an emergency or you give your consent.</p>	Updated to reflect the ConsumerProtection Code.
<i>Compensation</i>	5.7	<p>You may be entitled to compensation if we fail to meet the performance standards described in the Consumer Protection Code. The amount of compensation is shown in the Code.</p>	<i>Service Failure Rebate</i>	5.7	<p>You may be entitled to a rebate if we fail to meet the minimum service standards described in Schedule 1 of the Consumer Protection Code. The amount of any rebate is shown in the Code. To ascertain rebate details or apply for a rebate phone 13 14 93.</p>	Amended to use terminology consistent with the Consumer Protection Code.

Current heading	Current clause number	Current wording	Proposed heading	Proposed clause number	Proposed wording	Explanation
Charges <i>Schedule of Charges</i>	6.1	Our charges for electricity are shown in our <i>Schedule of Charges</i> . A copy is available from us free of charge, on request.	Charges <i>Schedule of Charges</i>	6.1	Our charges for electricity are shown in our <i>Schedule of Charges</i> . Our <i>Schedule of Charges</i> forms part of the terms of this contract and must be read in conjunction with this contract. A copy of our <i>Schedule of Charges</i> is available from us free of charge, on request or from our website at www.actewagl.com.au .	Amended to clarify that the schedule of charges forms part of the contract and where a copy can be obtained.
---	6.6	You must pay an account by the due date shown on the account. We will give you at least 14 days to pay unless you agree to a shorter period.	---	6.6	You must pay an account by the due date shown on the account. We will give you at least 12 <i>Business Days</i> to pay from the date on which the account is sent to you, unless you agree to a shorter period.	Updated to reflect the Consumer Protection Code.
---	6.9	If we find we have undercharged you, we may adjust your account to collect the amount you were undercharged.	---	6.9	If we find we have undercharged you, we may adjust your account to collect the amount you were undercharged. Provided that you did not contribute to the undercharge occurring, our backcharge cannot go back more than 12 months in accordance with the Consumer Protection Code.	Amended to reflect the Consumer Protection Code.

Current heading	Current clause number	Current wording	Proposed heading	Proposed clause number	Proposed wording	Explanation
---	7.4	<p>You are entitled to have your security deposit (plus any interest) refunded if you pay your accounts by the due date:</p> <p>(a) for a continuous period of 12 months; or</p> <p>(b) where the security deposit was required because of past illegal use of a service – for a continuous period of 2 years.</p>	---	7.4	<p>You are entitled to have your security deposit (plus any interest) refunded if you pay your accounts by the due date for a continuous period of 12 months.</p>	Amended to reflect the Consumer Protection Code.
<i>Testing of meters at your request</i>	8.8	<p>You may request us (or an <i>accredited</i> service provider) to test any of our electricity meters on the premises. The procedure in the Electricity Metering Code will then apply.</p>	<i>Testing of meters at your request</i>	8.8	<p>You may request us (or an <i>accredited</i> service provider) to test any of our electricity meters on the premises. We must carry out the test within 15 <i>Business Days</i> or as otherwise negotiated with you. You have the right to be present during the test. The procedure in the Electricity Metering Code will then apply.</p>	Amended to reflect Electricity Metering Code provisions.
<i>Faulty meters or incorrect readings</i>	8.11	<p>We will adjust your account as necessary if:</p> <p>(a) the metering equipment installed on your premises is defective; or</p> <p>(b) a check reading shows a reading to be incorrect.</p>	<i>Faulty meters or incorrect readings</i>	8.11	<p>We will adjust our record of your consumption as necessary if:</p> <p>(a) the metering equipment installed on your premises is defective; or</p> <p>(b) a check reading shows a reading to be incorrect.</p>	Amended for clarity.

Current heading	Current clause number	Current wording	Proposed heading	Proposed clause number	Proposed wording	Explanation
Use of your personal information <i>Your right to privacy</i>	9.1	We respect your privacy and are committed to complying with the Privacy Act 1988, the Information Privacy Principles in that Act and any other applicable law regarding privacy.	Use of your personal information <i>Your right to privacy</i>	9.1	We respect your privacy and are committed to complying with the Privacy Act 1988, the National Privacy Principles in that Act and any other applicable law regarding privacy.	Amended legislation reference.
---	---	---	---	9.6	We may cross reference your personal information across any electricity, natural gas, and water and sewerage services that we provide to you to check the accuracy of your contact details.	New clause which will allow us to provide more efficient utility services to customers.
<i>Disclosure of information</i>	9.6	We may disclose information about you (including your contact details and creditworthiness information) or your metering information, in the circumstances permitted by the Consumer Protection Code or as otherwise permitted or required by law.	<i>Disclosure of information</i>	9.7	We may disclose information about you (including your contact details and creditworthiness information) or your metering information, in the circumstances permitted by the Consumer Protection Code or as otherwise permitted or required by law.	Updated clause number due to insertion of new clause 9.6 – no change to terms.
---	12.7	This is in addition to any compensation to which you may be entitled under 5.7.	---	12.7	This is in addition to any rebate to which you may be entitled under 5.7.	Consequential amendment due to amendment of clause 5.7.

Current heading	Current clause number	Current wording	Proposed heading	Proposed clause number	Proposed wording	Explanation
Miscellaneous <i>Changes to this contract</i>	14.1	We may make changes to this contract from time to time as permitted by the <i>Utilities Act 2000</i> . Notice of the changes will be published in the Canberra Times and a free copy of the changes will be available on request or from our website.	Miscellaneous <i>Changes to this contract</i>	14.1	We may make changes to this contract from time to time as permitted by the <i>Utilities Act 2000</i> . Notice of the changes will be published in the Canberra Times and a free copy of the changes will be available on request or from our website www.actewagl.com.au .	Updated to include website reference.

Schedule

Current Defined Term	Current wording	Proposed Defined Term	Proposed wording	Explanation
<i>connection point</i>	the boundary between <i>ActewAGL's electricity network</i> and <i>your equipment</i> , as defined in the Electricity Network Boundary Code.	<i>connection point</i>	the boundary between <i>the distributor's electricity network</i> and <i>your equipment</i> , as defined in the Electricity Network Boundary Code.	Amended to reflect full retail contestability.
<i>Essential Services Consumer Council</i>	the council established under Part 11 of the <i>Utilities Act 2000</i> , which is a consumer protection and advisory body for utility services in the ACT.	<i>Energy and Water Consumer Council</i>	means the council which is a consumer protection and advisory body for ACT utility services, or any successor to it.	Amended to reflect name change of ESCC following absorption into the new Civil and Administrative Tribunal.
<i>interest</i>	for a period means the amount calculated in accordance with the Supreme Court interest rate(s) for post-judgment interest applying for that period, as set by the court from time to time under section 70 of the <i>Supreme Court Act 1933</i> . ¹	<i>interest</i>	for a period means the amount calculated in accordance with the Supreme Court interest rate(s) for post-judgment interest applying for that period, as set from time to time by the <i>Court Procedure Rules 2006</i> .	Updated legislation reference.

Current Defined Term	Current wording	Proposed Defined Term	Proposed wording	Explanation
<i>Schedule of Charges</i>	the schedule of fees and charges for electricity supply published from time to time by us.	<i>Schedule of Charges</i>	the schedule of fees and charges for electricity supply published by us and in force from time to time.	Amended for clarity.