

Gas General Metering Code

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AUSTRALIAN
CAPITAL TERRITORY

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1 APPLICATION AND PURPOSE OF THIS CODE

1.1 Application

This Code applies to **Gas Distributors** and **Gas Suppliers**.

1.2 Purpose

The purpose of this Code is to set out those matters that relate to gas metering and with which:

- (1) each **Gas Distributor** must comply in providing **Gas Connection Services to Customers**; and
- (2) each **Gas Supplier** must comply in providing **Gas Supply Services to Customers**.

2 DICTIONARY

2.1 Dictionary Attached

The dictionary at the end of this **Gas General Metering Code** is part of this Code.

3 EFFECT OF CODE

3.1 Code Not to be Taken to Limit Alternative Arrangements

Nothing in this Code is to be taken to prevent:

- (1) a **Gas Distributor** or a **Gas Supplier** (as the case may be) and a **Customer** agreeing upon a means of measuring and recording the consumption of gas on the **Premises** of the **Customer** otherwise than as prescribed under this Code; or
- (2) a **Gas Supplier** including provisions in its **Standard Customer Contract** that are more advantageous to **Franchise Customers**, or give additional rights to **Franchise Customers**, than are prescribed under this Code.

4 INSTALLATION OF METERING EQUIPMENT

4.1 Gas Supplier to Ensure the Installation of Metering Equipment

A **Gas Supplier** may require the installation of **Metering Equipment** to measure and record the consumption of gas on the **Premises** of the **Customer** as a precondition to its obligation to supply gas to a **Customer**.

5 SUPPLY OF METERING EQUIPMENT

5.1 Gas Distributor to Supply Metering Equipment

Subject to the provisions of this Code, a **Gas Distributor** must supply **Metering Equipment** to a **Gas Supplier's Customers**.

5.2 Standard of Metering Equipment

Metering Equipment supplied by a **Gas Distributor** under clause 5.1 must:

- (1) be capable of measuring and recording the consumption of gas supplied to the **Premises** of the **Customer**;
- (2) be sealed or have other appropriate protective devices to prevent or detect interference with the **Metering Equipment**;
- (3) be sealed and stamped in a method approved by the **Chief Executive**; and
- (4) comply with the **Technical Standards**.

5.3 New Metering Equipment

All **New Metering Equipment** specified by a **Gas Distributor** must comply with the following:

- (1) a **Gas Distributor** must not adopt new models or types of **Metering Equipment** if the equipment has not been tested for compliance with the accuracy standards of this Code;
- (2) new models or types of **Metering Equipment** must be tested in a laboratory accredited for testing energy measuring equipment to the accuracy standards of this Code; and
- (3) a **Gas Distributor** must keep records of tests performed while **Metering Equipment** of that type remain in service, or for a minimum of 7 years, whichever is the longer period.

5.4 Accuracy Standards

A **Gas Distributor** must ensure that **New Metering Equipment** meets the accuracy standards as approved by the **Chief Executive** from time to time.

6 COST OF SUPPLY OF METERING EQUIPMENT

6.1 Cost of Supply of Metering Equipment

A **Gas Supplier** must arrange the provision of **Metering Equipment** to **Franchise Customers** at no direct cost to the **Franchise Customer**.

Nothing in this clause affects:

- (1) the ability of the **Gas Supplier** to recover from a **Franchise Customer** any amount payable by the **Gas Supplier** to a **Gas Distributor** in respect of **Metering Equipment**, or
- (2) the ability of the **Gas Supplier** to seek, or the **ICRC** to provide for, recovery of these costs from the **Franchise Customer** as part of any price direction by

the ICRC under the Independent Pricing and Regulatory Commission Act 1997.

7 OWNERSHIP OF METERING EQUIPMENT

7.1 Ownership of Metering Equipment

A **Gas Distributor** may require a **Gas Supplier** to include provisions in its **Standard Customer Contract** to the effect that:

- (1) the **Gas Supplier** and the **Customer** agree that **Metering Equipment** supplied by the **Gas Distributor** is not a fixture and is, and remains, the property of the **Gas Distributor**; and
- (2) the **Customer** must not deal, or purport to deal, with **Metering Equipment** supplied by the **Gas Distributor** in any way that is, or may be, contrary to the ownership or proprietary interests of the **Gas Distributor**.

8 INSTALLATION OF METERING EQUIPMENT

8.1 Provisions of Standard Customer Contract

The provisions of a **Gas Supplier's Standard Customer Contract**:

- (1) may require the **Customer** to pay the **Cost** of installing **Metering Equipment**; and
- (2) may require that **Metering Equipment** be installed in accordance with the **Service and Installation Rules**.

8.2 Procedures for Installation

- (1) Each **Gas Distributor** must have procedures for the installation of **Metering Equipment**. The procedures should include:
 - (a) technical;
 - (b) installation;
 - (c) asset management;
 - (d) maintenance;
 - (e) training; and
 - (f) life cycle requirements.

8.3 Additional Purposes

Metering Equipment may be used for purposes in addition to billing:

- (1) such joint use must not compromise the requirements of this Code; and
- (2) the **Gas Distributor** must co-ordinate the different uses of the **Metering Equipment**.

9 MAINTENANCE AND REPLACEMENT OF METERING EQUIPMENT

9.1 Maintenance of Metering Equipment

A **Gas Distributor** must:

- (1) maintain installed **Metering Equipment**;
- (2) develop and maintain a maintenance plan for **Metering Equipment** covered by this Code, taking account of:
 - (a) the size of the **Customer** load metered;
 - (b) the age of the installed **Metering Equipment**; and
 - (c) the quantity and distribution of the installed **Metering Equipment**;
- (3) if so requested, inform **Gas Suppliers** or **Customers** of the details of the maintenance plan.

9.2 Unauthorised Interference

A **Gas Distributor** must use reasonable endeavours, and may request a **Gas Supplier** to include provisions in its **Standard Customer Contract**, that require the **Customer** to use reasonable endeavours to protect **Metering Equipment** from unauthorised interference.

9.3 Customer Must Notify Gas Distributor of Damage Etc.

A **Gas Distributor** may require a **Gas Supplier** to include provisions in its **Standard Customer Contract** that require the **Customer** to notify the **Gas Supplier** of any interference or defect with, or damage to, **Metering Equipment** installed on the **Customer's Premises** within 5 **Business Days** of the **Customer** becoming aware of any such interference, defect or damage.

A **Gas Supplier** must notify a **Gas Distributor** of any interference or defect with, or damage to, **Metering Equipment** installed on the **Customer's Premises** on the next **Business Day** of the **Supplier** becoming aware of any such interference, defect or damage.

9.4 Gas Distributor to Repair Metering Equipment

A **Gas Distributor** must:

- (1) repair or replace any defective or damaged **Metering Equipment** installed on a **Customer's Premises**, and
- (2) replace any broken seal on the **Metering Equipment**,

as soon as reasonably practicable after the **Gas Distributor** is notified of, or becomes aware of, the defect, damage or broken seal.

9.5 Cost of Repairs

A **Gas Supplier** may include provisions in its **Standard Customer Contract** to the effect that if:

- (1) any defect or damage to **Metering Equipment** installed on the **Customer's Premises** was caused by the **Customer**; or
- (2) any seals on that **Metering Equipment** were broken or damaged by the **Customer**,

the **Gas Supplier** may require the **Customer** to pay the reasonable costs of repair or replacement of that **Metering Equipment** or the seal.

10 ACCESS TO METERING EQUIPMENT

10.1 Customer's Obligations and Cost of Access

A **Gas Distributor** may require a **Gas Supplier** to include provisions in its **Standard Customer Contract** that:

- (1) require the **Customer** to ensure that the **Gas Distributor** or **Gas Supplier** has unhindered access to the **Metering Equipment** installed on the **Customer's Premises** to read, test, replace and/or repair that equipment; and
- (2) if a **Customer** hinders the **Gas Distributor's** or **Gas Supplier's** access to **Metering Equipment** installed on the **Customer's Premises**, the **Gas Distributor** or **Gas Supplier** is entitled to the reasonable **Cost** of any further attendances at the **Customer's Premises** to read, test, replace and/or repair that equipment.

11 READING OF METERING EQUIPMENT

11.1 Frequency of Metering Equipment Readings

A **Gas Distributor** must read **Metering Equipment** in accordance with the transport agreement under the Canberra Distribution Network Access Arrangement, or more frequently, as agreed with **Gas Suppliers** so that **Gas Suppliers** can properly discharge their obligations under the **Consumer Protection Code** with respect to **Customer Accounts**.

11.2 Check Readings at Request of Customer

A **Gas Supplier** must include provisions in its **Standard Customer Contract** that:

- (1) allow the **Customer** to require the **Gas Supplier** to carry out a check reading to check the accuracy of a reading given by **Metering Equipment** installed on the **Customer's Premises**;
- (2) allow the **Customer** to only exercise this right once, at no cost, during each **Account Period**; and
- (3) allow the **Customer** to request additional readings at the **Customer's Cost**.

12 TESTING OF METERING EQUIPMENT

12.1 Gas Distributor May Test Metering Equipment

A **Gas Distributor** may test any **Metering Equipment** at any time. The testing of meters may be carried out on or off site.

12.2 Approval of Meter Testing Procedures

A **Gas Distributor** is to submit **Meter Testing Procedures** to the **Chief Executive** for approval.

12.3 Customer May Request Test

A **Gas Supplier** must include provisions in its **Standard Customer Contract** that:

- (1) allow the **Customer** to request either the **Gas Supplier** or a person authorised by the **Chief Executive** to test the **Metering Equipment** installed on the **Customer's Premises** to ascertain whether that equipment is defective;
- (2) require the test of the **Metering Equipment** to be carried out within 15 **Business Days**;
- (3) give the **Customer**, the **Gas Distributor** and the **Gas Supplier** the right to be present at any test of **Metering Equipment** installed on the **Customer's Premises**; and
- (4) require the **Gas Supplier** to pay the **Costs** of testing **Metering Equipment** unless:
 - (a) the **Customer** requests that **Metering Equipment** installed on the **Customer's Premises** be tested; and
 - (b) the test shows that the **Metering Equipment** is not defective,

in which case the **Customer** must pay the **Cost** of the test.

12.4 When Metering Equipment is Defective

For the purposes of this Code, **Metering Equipment** is defective if it does not measure and record the consumption of gas that meets the accuracy standards as approved by the **Chief Executive** from time to time.

12.5 Technical Standards

A **Gas Distributor** must test **Metering Equipment** in accordance with **Technical Standards** as approved by the **Chief Executive** from time to time.

12.6 Meter Testing Equipment

Meter Testing Equipment is to be tested and calibrated every 12 months in accordance with standards approved by the **Chief Executive** from time to time.

13 ADJUSTMENTS TO CUSTOMER ACCOUNTS

13.1 Mandatory Standard Customer Contract Provisions

A **Gas Supplier** must include provisions in its **Standard Customer Contract** that require the **Gas Supplier** to adjust a **Customer Account** if:

- (1) the **Metering Equipment** installed on the **Customer's Premises** is defective; or
- (2) a check reading shows that any reading is incorrect.

13.2 Optional Standard Customer Contract Provisions

A **Gas Supplier** may include provisions in its **Standard Customer Contract** that allow the **Gas Supplier** to make a reasonable estimate of the demand for gas or the quantity of gas supplied to the **Customer's Premises** for the relevant period:

- (1) where the **Metering Equipment** installed on the **Customer's Premises** cannot be read; or
- (2) where a **Meter** is not installed on the **Customer's Premises**; or
- (3) where the demand for gas or the quantity of gas supplied was not registered or was wrongly registered for any period before the date upon which the **Gas Supplier** becomes aware that:
 - (a) **Metering Equipment** installed on the **Customer's Premises** is not working at all;
 - (b) **Metering Equipment** installed on the **Customer's Premises** is not properly registering the quantity of gas used, or the demand for gas, in the **Customer's Premises**; or

- (c) gas has been supplied without passing through **Metering Equipment**;
or
- (d) for any reason, metering data is unavailable; or
- (4) where there is substantiated evidence of fraud;

and subsequently, charge the **Customer** for supplying the quantity of gas, or the demand, so estimated.

14 METERING INFORMATION

14.1 Gas Distributor to Retain Metering Information

A **Gas Distributor** must retain **Metering Information** for at least 12 months from the date of the reading.

14.2 Mandatory Standard Customer Contract Provisions

A **Gas Supplier** must include provisions in its **Standard Customer Contract** that:

- (1) the provisions of the **Consumer Protection Code** with respect to disclosure of **Customer Information** by a **Utility** apply to **Metering Information**;
- (2) require the **Gas Supplier** to use reasonable endeavours to prevent unauthorised access to **Metering Information**;
- (3) require the **Gas Supplier**, at the request of the **Customer**, to provide the **Customer** with all **Metering Information** held by the **Gas Supplier** that concerns the **Customer**; and
- (4) require the **Customer** to pay the **Gas Supplier's** reasonable **Cost** of providing **Metering Information** requested under subclause 14.2(3) unless the **Metering Information** relates to the last **Account Period** in which case the **Gas Supplier** may not charge the **Customer** for the provision of that **Metering Information**.

DICTIONARY

- (1) “**Account Period**” has the same meaning as in the **Consumer Protection Code**;
- (2) “**Act**” means the *Utilities Act 2000*;
- (3) “**Business Day**” means a day, other than a Saturday, Sunday or public holiday in the Australian Capital Territory;
- (4) “**Chief Executive**” has the same meaning and functions as defined under the **Act**;
- (5) “**Consumer Protection Code**” means the **Consumer Protection Code** approved by **ICRC** as an **Industry Code**;
- (6) “**Cost**” includes any cost, charge, expense, outgoing, payment or other expenditure of any nature whatever, including where appropriate all reasonable and proper legal fees;
- (7) “**Customer**” has the same meaning as in the **Act**;
- (8) “**Customer Account**” means an account sent by a utility to a **Customer** in accordance with the requirements of the **Consumer Protection Code**;
- (9) “**Franchise Customer**” means a **Person** who is a **Franchise Customer** of a **Gas Supplier** for the purposes of the **Act**;
- (10) “**Gas Connection Services**” means the pipework connecting a distribution pipeline operated by a **Gas Distributor** to the inlet of a gas **Meter**;
- (11) “**Gas Distributor**” has the same meaning as in the **Act**;
- (12) “**Gas General Metering Code**” means the **Gas General Metering Code** approved by the **Minister** as a **Technical Code** under the **Act**;
- (13) “**Gas Network**” has the same meaning as in the **Act**;
- (14) “**Gas Safety and Operating Plan Code**” means the **Gas Safety and Operating Plan Code** approved by the **Minister** as a **Technical Code** under the **Act**;
- (15) “**Gas Supplier**” means a **Person** who holds a **Utility Services Licence** for the supply of gas;
- (16) “**Gas Supply Services**” means the supply of gas from a gas network;

- (17) “**ICRC**” means the Independent Competition and Regulatory Commission established under section 5 of the *Independent Competition and Regulatory Commission Act 1997*;
- (18) “**Industry Code**” means a code approved or determined by **ICRC** under Part 4 of the **Act**;
- (19) “**Law**” means any statute, rule, regulation, proclamation, order, ordinance or by-law whether present or future and whether Federal, State, territorial or local (in this subsection referred to as a “Statutory Provision”) and includes:
- (a) any statute, regulation, rule, proclamation, order, ordinance or by-law enacted in replacement of that Statutory Provision; and
 - (b) any such Statutory Provision as amended or re-enacted from time to time
- (20) “**Meter**” means a device or other apparatus used for measuring and recording the consumption of gas;
- (21) “**Meter Testing Equipment**” means equipment used for the testing of **Metering Equipment**;
- (22) “**Meter Testing Procedures**” are procedures to test the accuracy of **Meters** approved by the **Chief Executive**;
- (23) “**Metering Equipment**” means equipment necessary for measuring and recording the consumption of gas and includes the **Meter**, valves, pipework, fittings, filters, regulators, over pressure protection devices, non-return valves meter bar and supports;
- (24) “**Metering Information**” means measurements and recordings taken by **Metering Equipment**;
- (25) “**Minister**” means the **Minister** responsible for administering Part 4 of the **Act**;
- (26) “**New Metering Equipment**” means **Metering Equipment** installed on, or after, 1 July 2001;
- (27) “**Non-Franchise Customer**” means a **Person** who is a **Non-Franchise Customer** of a **Gas Supplier** for the purposes of the **Act**;
- (28) “**Person**” includes a natural **Person**, a firm, an unincorporated association or a body corporate;
- (29) “**Premises**” has the same meaning as in the **Act**;
- (30) “**Safety and Operating Plan**” means a **Safety and Operating Plan** adopted by an operator of a **Gas Network** in accordance with the **Safety and Operating Plan Code**;
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- (31) “**Service and Installation Rules**” means **Service and Installation Rules** adopted by a **Gas Distributor** in accordance with the **Gas Distributor’s Safety and Operating Plan**;
- (32) “**Standard Customer Contract**” means a contract that is a **Standard Customer Contract** for the purposes of Part 6 of the **Act**;
- (33) “**Technical Code**” means a code approved or determined by the **Minister** under Part 5 of the **Act**;
- (34) “**Technical Standards**” means the requirements with respect to the accuracy of **Metering Equipment** applicable under any **Law** and, to the extent that they are not inconsistent with any applicable **Law**;
- (35) “**Utility**” means a **Person** who holds a **Utility Services Licence**.
- (36) “**Utility Service**” has the same meaning as in the **Act**;
- (37) “**Utility Services Licence**” means a licence granted to a **Utility** by **ICRC** under the **Act**.