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

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
CONSUMER PROTECTION CODE

JULY 2012
## Contents

**Introduction**

### Part 1  PRELIMINARY

1. **Introduction**
   1.1 Industry codes
   1.2 Utility / NERL retailers to comply with industry codes
   1.3 Effect of inconsistency of industry codes
   1.4 Purpose of this Code

2. **Other rights**

3. **Format and application of this Code**
   3.1 Parts and application—utilities
   3.2 Application—consumers and customers
   3.3 Dictionary
   3.4 Schedule 1: minimum service standards

### Part 2  PROTECTION OF CUSTOMERS AND CONSUMERS

Application

4. **Obligations of the utility under law**

5. **Conduct of utilities**

6. **Complaints**
   6.1 Complaints procedures
   6.2 Practices and procedures to comply with Australian Standards
   6.3 Addressing complaints
   6.4 Utility to keep records

7. **Provision of information**
   7.1 Utility to provide information
   7.2 Utility may recover costs of providing information
   7.3 Disclosure of customer or consumer information by a utility to a third party

8. **Notice**
   8.1 Requirements for effective notice to customer or consumer
   8.2 Deemed delivery
<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>Summary of consumer and utility rights</td>
<td>8</td>
</tr>
<tr>
<td>9.1</td>
<td>Utility to prepare summary</td>
<td>8</td>
</tr>
<tr>
<td>9.2</td>
<td>Content and format of summary</td>
<td>8</td>
</tr>
<tr>
<td>9.3</td>
<td>Summary to be available in different languages and formats</td>
<td>9</td>
</tr>
<tr>
<td>9.4</td>
<td>Utility to provide copy of summary</td>
<td>9</td>
</tr>
<tr>
<td>10</td>
<td>Special needs</td>
<td>10</td>
</tr>
<tr>
<td>10.1</td>
<td>Disconnection and interruption to services</td>
<td>10</td>
</tr>
<tr>
<td>10.2</td>
<td>Cessation of Special Needs</td>
<td>10</td>
</tr>
<tr>
<td>11</td>
<td>Obligation to comply with service standards</td>
<td>11</td>
</tr>
<tr>
<td>11.1</td>
<td>Compliance by utilities with minimum service standards</td>
<td>11</td>
</tr>
<tr>
<td>11.2</td>
<td>Obligation to pay rebate for non-compliance</td>
<td>11</td>
</tr>
<tr>
<td>11.3</td>
<td>Method of payment of rebate</td>
<td>11</td>
</tr>
<tr>
<td>11.4</td>
<td>Rebates to be paid in addition to damages</td>
<td>12</td>
</tr>
<tr>
<td>11.5</td>
<td>Information to be provided to customers and consumers</td>
<td>12</td>
</tr>
</tbody>
</table>

**Part 2.3** PROTECTION OF CUSTOMERS

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>Charges</td>
<td>13</td>
</tr>
<tr>
<td>12.1</td>
<td>Information about charges</td>
<td>13</td>
</tr>
<tr>
<td>12.2</td>
<td>Variation of charges</td>
<td>13</td>
</tr>
<tr>
<td>13</td>
<td>Customer accounts</td>
<td>13</td>
</tr>
<tr>
<td>13.1</td>
<td>Utility may issue customer accounts</td>
<td>13</td>
</tr>
<tr>
<td>13.2</td>
<td>Financial liability of a consumer</td>
<td>13</td>
</tr>
<tr>
<td>13.3</td>
<td>Maximum intervals between the sending of customer accounts</td>
<td>14</td>
</tr>
<tr>
<td>13.4</td>
<td>Notice</td>
<td>14</td>
</tr>
<tr>
<td>13.5</td>
<td>Content of customer accounts</td>
<td>14</td>
</tr>
<tr>
<td>13.6</td>
<td>Historical billing information</td>
<td>15</td>
</tr>
<tr>
<td>13.7</td>
<td>Payment of customer accounts</td>
<td>16</td>
</tr>
<tr>
<td>13.8</td>
<td>Review of customer accounts</td>
<td>16</td>
</tr>
<tr>
<td>13.9</td>
<td>Overcharging</td>
<td>16</td>
</tr>
<tr>
<td>13.10</td>
<td>Undercharging</td>
<td>17</td>
</tr>
<tr>
<td>13.11</td>
<td>Final customer account on disconnection or on vacating premises</td>
<td>17</td>
</tr>
<tr>
<td>13.12</td>
<td>How payments to be applied</td>
<td>18</td>
</tr>
<tr>
<td>13.13</td>
<td>Territory Government-sponsored rebates</td>
<td>18</td>
</tr>
<tr>
<td>13.14</td>
<td>Customer difficulties in paying customer account</td>
<td>18</td>
</tr>
<tr>
<td>13.15</td>
<td>Instalment plan options</td>
<td>18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>14</td>
<td>Interest and other charges</td>
<td>19</td>
</tr>
<tr>
<td>14.1</td>
<td>Interest charges</td>
<td>19</td>
</tr>
</tbody>
</table>

**PART 3** PROTECTION OF FRANCHISE CUSTOMERS

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application</td>
<td></td>
<td>19</td>
</tr>
</tbody>
</table>
Part 3.1  MATTERS THAT MUST BE ADDRESSED IN STANDARD CUSTOMER CONTRACTS

15  Standard customer contract provisions
15.1  Obligations under the Utilities Act 19
15.2  Provisions to be contained in standard customer contracts 19
15.3  Provisions to be regarded as minimums only 19

16  Connection and Supply
16.1  Obligation to connect and supply 20
16.2  Utility not required to connect or supply 20
16.3  Deeming of standard customer contract 20

17  Disconnection of premises from a utility network and restriction of water supply
17.1  Utility must not disconnect or restrict utility services 21
17.2  When a utility must disconnect premises from a utility network 21
17.3  When a utility may disconnect or restrict supply 22
17.4  Disconnection or restriction of utility services to residential premises for failure to pay a customer account 22
17.5  Restrictions on water restrictions to residential premises 23
17.6  Content and format of notices 23

18  Disconnections and restrictions in emergencies and under restriction schemes 24

19  Interruptions to supply
19.1  When a utility may interrupt supply of a utility service 24
19.2  Planned interruptions to the supply of utility services 25
19.3  Unplanned interruptions to the supply of a utility service 26
19.4  Liability for an interruption 26
19.5  Competition and Consumer Act 2010 26

20  Security deposit
20.1  When a security deposit may be required 27
20.2  Maximum amount of security deposit 27
20.3  Interest on security deposits 27
20.4  Repayment of security deposits 27
20.5  Purposes for which security deposits must not be used 27

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 28
21.2  Additional copies 28
21.3  Changes to contracts 28
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**.

---

\(^2\) *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 Service 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 Obliged Providers.

11.1 Compliance by utilities with minimum service standards

Obliged 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 Obliged Provider and a Customer; or
(2) events or conditions outside the control of the Obliged Provider including emergencies declared under the Emergencies Act 2004 (ACT) or any other Law, prevent the Obliged 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 Obliged 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 Obliged Provider, applied to the Obliged Provider for the rebate

the Obliged Provider must pay the rebate.

(2) An Obliged 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 Obliged 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 Obliged 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 Obliged 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 Obliged 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 Obliged 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 Obliged 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 Obliged Provider’s contract with the Customer.

(3) An Obliged 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 Obliged Provider and the Customer.

(4) An Obliged 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 **Obliged 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
   (v) how to apply for a Territory Government sponsored rebate or concession that the Utility provides.

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.

(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 services at 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 ADDRESSSED 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 Obliged 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].
### 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.

(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.


(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.


(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.
‘NERL retailer’ means a electricity or gas retailer that has been authorised to retail electricity or gas under the National Energy Retail Law (ACT)

‘Network’ means the infrastructure used for the provision of a service to the Premises of a Customer or a Consumer;

‘Obliged Provider’ means all of:

(a) a Utility;
(b) a NERL retailer;
(c) a gas distributor; and
(d) an electricity distributor.

‘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).

‘Person’ includes a natural Person, a firm, an unincorporated association or a body corporate.

‘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.

‘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.

‘Residential Premises’ means Premises to which a Utility provides a Utility Service for domestic use.

‘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.


(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.


(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

<table>
<thead>
<tr>
<th>Subject of the standard</th>
<th>Service standard required (Subject to clause 11)</th>
<th>Rebate payable for failure to meet standard</th>
</tr>
</thead>
</table>
| 1. Customer Connection Times | If a Customer’s Installation is:  
(a) physically connected to the electricity Network, the gas Network, the water Network or the sewerage Network; and  
(b) a Customer is entitled to supply of the relevant Utility Service, service under the Utilities Act or National Energy Retail Law (ACT),  
the relevant Obliged Provider must provide those services:  
(c) on the same day as the request is made if the request is made before 2:00pm; or  
(d) by the end of the next Business Day if a request is made after 2:00pm,  
otherwise, on a day agreed between the Customer and the Obliged Provider. | 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.  
(If the service or services are not provided within 5 days of the request, the Customer may restate their request to the Obliged Provider. For the purposes of this standard, a restated request will constitute a new request.) |
| 2. Responding to Complaints | An Obliged Provider, upon receiving a Complaint from a Customer or Consumer, must:  
(a) acknowledge the Complaint immediately or as soon as practicable; and  
(b) respond to the Complaint within 20 Business Days. | If an Obliged Provider fails to meet the requirements of Standard 2(a) or 2(b), the Complainant may apply for a rebate of $20. |
### 3. Response time to notification of problem or concern

<table>
<thead>
<tr>
<th>Subject of the standard</th>
<th>Service standard required (Subject to clause 11)</th>
<th>Rebate payable for failure to meet standard</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>An <strong>Obliged Provider</strong> notified of a problem or concern with the <strong>Obliged Provider’s Network</strong> must:</td>
<td>If notification is from a <strong>Customer</strong> or a <strong>Consumer</strong>, and relates to a problem or concern that affects the <strong>Premises</strong> of the <strong>Customer</strong> or <strong>Consumer</strong>, that <strong>Customer</strong> or <strong>Consumer</strong> may apply for a rebate of:</td>
</tr>
<tr>
<td></td>
<td>(a) if the notification relates to damage to, or a fault or problem with the <strong>Network</strong> which is likely to affect public health, or is causing, or has the potential to cause, substantial damage or harm to a <strong>Person</strong> or property, respond as soon as practicable and in any event within six hours; or</td>
<td>$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. (If a response is not provided within 5 <strong>Business Days</strong> of the request, the <strong>Customer</strong> may restate their notification to the <strong>Obliged Provider</strong>. For the purposes of this standard, a restated notification will constitute a new notification.)</td>
</tr>
<tr>
<td></td>
<td>(b) in all other cases, respond within 48 hours; and</td>
<td>$60 for each problem or concern that is not resolved within the time specified in the response.</td>
</tr>
<tr>
<td></td>
<td>(c) resolve the problem or concern within the time specified in the response.</td>
<td></td>
</tr>
<tr>
<td>Subject of the standard</td>
<td>Service standard required (Subject to clause 11)</td>
<td>Rebate payable for failure to meet standard</td>
</tr>
<tr>
<td>--------------------------</td>
<td>-----------------------------------------------</td>
<td>------------------------------------------</td>
</tr>
</tbody>
</table>
| 4. Planned Interruptions to Utility services (applies only to Gas and Electricity Distributors and Water and Sewerage Utilities) | 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.  
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.  
2) 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.  
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:  
   (a) does not exceed the expected duration set out in a notice given to the Premises; and  
   (b) in any event, does not exceed 12 hours. | For each affected Premises supplied under a Customer Contract, the Customer or Consumer may apply for a rebate of:  
$50 if the required notice of the interruption is not given.  
$50 if supply is not restored within the time specified in the notice, which must not exceed 12 hours. |
| 5. Unplanned Interruptions to Utility services (applies only to Gas and Electricity Distributors and Water and Sewerage Utilities) | 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. | 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. |
SCHEDULE 2: CODE AMENDMENT HISTORY


<table>
<thead>
<tr>
<th>Instrument name and number</th>
<th>Date of effect</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Utilities (Approval of Variation of Industry Code) 2002 (No 1) DI2002-204</td>
<td></td>
<td>Amended the Code determined in 2000</td>
</tr>
<tr>
<td>Utilities (Variation of Industry Code) Approval 2004 (No 1) DI2004-203</td>
<td></td>
<td>Amended the Code that was determined in 2003</td>
</tr>
<tr>
<td>Utilities (Variation of Industry Code) Determination 2005 (No 1) DI2005-65</td>
<td></td>
<td>Amended the Code that was determined in 2003</td>
</tr>
<tr>
<td>Utilities (Variation of Industry Code) Determination 2005 (No 2) DI2005-132</td>
<td></td>
<td>Amended the Code that was determined in 2003</td>
</tr>
<tr>
<td>Utilities (Consumer Protection Code) Determination 2010 (No 2) DI2010-178</td>
<td>Effective from 31 July 2010</td>
<td>Revoked the Code determined on 23 June 2010 and determined new Code</td>
</tr>
<tr>
<td>Utilities (Consumer Protection Code) Determination 2012 DI2012-</td>
<td>Effective from 1 July 2012</td>
<td>Revoked the Code determined on July 2010 and determined a new code as a consequence of the introduction of the NECF</td>
</tr>
</tbody>
</table>