Utilities (Consumer Protection Code) Determination 2019

Disallowable instrument DI2019–

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 2019.

2 Commencement
This instrument commences on <1 July 2020>.

3 Revocation of code

4 Determination of code

5 Purpose of the code
The purpose of the Consumer Protection Code is to outline the rights of a Customer or a Consumer in relation to the supply of utility services, including information requirements, billing and debt collection, connection, and minimum service standards.

6 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 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.

Joe Dimasi
Senior Commissioner
Independent Competition and Regulatory Commission
Date
CONSUMER PROTECTION CODE
DRAFT 2019
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PART 1 PRELIMINARY

1 Introduction

1.1 Industry codes

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

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.

Section 25(2)(iii) of the Utilities Act provides that a utility licence is subject to the condition that the utility comply with each industry code that applies to the utility.

1.2 NERL retailers to comply with industry codes

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

The Commission has determined that the Consumer Protection Code applies to NERL retailers authorised to supply energy. A determination made under section 56A is a disallowable instrument and is set out on the ACT Legislation Register (www.legislation.act.gov.au).

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.

Note: NERL Retailers are excluded from certain clauses of this Code because there are other similar consumer or customer protections in place under the National Energy Customer Framework. For information on the National Energy Customer Framework visit https://www.energy.gov.au/government-priorities/energy-markets/national-energy-customer-framework

1.3 Purpose of this Code

The purpose of this Code is to:

(1) outline the rights of a Customer or a Consumer in relation to:

(a) connection to, and disconnection from, a Utility’s Network;

(b) the provision 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) set out the provisions that a Utility providing Water Services or Sewerage Services must give effect to in its Customer Contracts for the provision of Utility services; and

(5) outline obligations that NERL Retailers must meet with the provision of Customer Retail Services and in dealing with NERL Retailer Customers and Consumers (Schedule 3).

2 Format and application of this Code

2.1 Parts and application of the Code

This Code is set out as follows:

(1) Part 1 outlines formal matters about the Code.

(2) Part 2 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 a Utility providing Water Services or Sewerage Services. This part specifies matters that must be addressed in Customer Contracts for Franchise Customers. In addition, it outlines Utility obligations with respect to distributing and varying Standard Customer Contracts.

(4) Schedule 1 is an enforceable part of this Code and sets out Guaranteed Service Levels relevant to water and sewerage service Utilities.

(5) Schedule 2 is an enforceable part of this Code and sets out Guaranteed Service Levels relevant to Energy Distributors and NERL Retailers.

(6) Schedule 3 sets out the provisions of the Code that are applicable to NERL Retailers.

(4)(7) Schedule 4 sets out the Code amendment history.

2.2 Application—customers and consumers

(1) 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.

Note: Usually the Customer of a Utility service is also be 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.

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

3 Other rights
This Code supplements and shall not limit any rights a Customer or a Consumer may have under any other Law.

PART 2 PROTECTION OF CUSTOMERS AND CONSUMERS

Part 2.1 OBLIGATIONS OF THE UTILITY

4 Obligations of the Utility

4.1 Reporting to the ICRC
(1) A Utility must monitor its compliance with this Code and the Guaranteed Service Levels to enable it to provide reports to the ICRC each year. A Utility must report:

(a) The number of times each Guaranteed Service Level threshold has been exceeded;

(b) the number of rebates paid against each Guaranteed Service Level, and the total amount of such payments;

(c) any other matter reasonably requested by the ICRC.

(2) The report must be provided to the ICRC by the date, and in the matter and form, specified by the ICRC.

4.2 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 4.2(1), in providing a Utility service a Utility must comply with:

(a) any requirement of the Utilities Act;

(b) relevant Industry Codes;

(c) relevant Technical Codes determined under the Utilities (Technical Regulation) Act 2014 (UTR Act); and
(d) any direction, including guidelines, given to the **Utility** by the ICRC or by the **Technical Regulator** under the UTR Act.

4.3 **Responsibility 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 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) before 9:00am or after 5:00pm on a Saturday or Sunday; or
   
   (c) before 8:00am or after 8:00pm on weekdays,

   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 **Telecommunications (Telemarketing and Research Calls) Industry Standard 2017** (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 a **bill**;
   
   (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 and dispute resolution procedures

A **Utility** must develop, maintain and implement procedures to deal with:

(1) a **Customer** or **Consumer**’s right to contact the **Utility** if they have a query, **complaint** or dispute;

(2) the **Utility**’s obligation to comply with their complaint handling procedures when responding to a **complaint**;

(3) management of a **Complaint** by a **Customer** or **Consumer** against an **Agent** of the **Utility**;

(4) the **Utility**’s obligation to inform the **Customer** or **Consumer** of the outcome of the **complaint**;

(5) a **Customer** or **Consumer**’s right to have the **Complaint** considered by a senior employee if they are not satisfied with the manner in which the **Complaint** has been handled;

(6) a **Customer** or **Consumer**’s right to refer the **Complaint** to the **ACAT** if they are not satisfied with the **Utility** response; and

(7) 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 must provide for the handling of a Complaint in accordance with the current relevant Australian Standard on complaints handling.

6.3 Addressing complaints
(1) A Utility that receives a Complaint from a Customer or Consumer must advise the Customer or Consumer of the following matters:

(a) in its initial response to the Customer or Consumer—the Utility’s complaint handling practices and procedures; and

(b) 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.

(2) A Utility must address the substance of the Complaint in its final decision or response.

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 with information about the services provided by the Utility to the Customer’s Premises;

(2) A Utility must, on request, and to the extent that the information is reasonably available, provide a Customer with information about:

(a) charges for Utility services provided to the Customer’s Premises by the Utility;

(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.

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 for the reasonable costs of supplying information under clause 7.1.

(2) A charge approved under clause 7.2(1) must 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 only disclose personal information about a Customer or Consumer to a third party in accordance with the Law.

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:

1. delivered by hand to the Premises of a Customer or Consumer (unless the Customer or Consumer has specified an alternative address for service); or

2. 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

3. sent by facsimile to the facsimile number of the Customer or Consumer; or

4. sent to the email address of the Customer or Consumer or 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; or

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.

9 Summary of consumer and utility rights

Clause 9 does not apply to Non-franchise Customers.

9.1 Utility to publish summary

A Utility must publish on its website a statement summarising the rights, entitlements and obligations of Customers, Consumers and the Utility under the Utilities Act, this Code and any other associated Law with respect to the Utility service provided by the Utility.

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. the Guaranteed Service Levels;

iii. 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 bill;

(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:
rebates for failure to meet Guaranteed Service Levels;

(b) the ACAT to assist with unresolved complaints;

(c) interpreter services; and

(d) 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, as published in the most recent Australian Census data.

(2) A Utility must take reasonable steps to provide a Customer or 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 bill unless provided previously. If the summary is changed in any significant respect a copy must be sent to each Customer with the Bill following the change.

(2) A Utility must, on request, provide a Customer with a copy of the summary.

10 Consumers requiring life support equipment

Clause 10 only applies to a Utility providing Water Services and to Franchise Customers.

Note: Life support provisions for NERL Retailers and Electricity Distributors are set out under the National Energy Retail Rules.

10.1 Registration of life support equipment

(1) If a Customer or Consumer provides advice that a Person residing at the Customer or Consumer’s Premises requires life support equipment, the operation of which requires a Utility service provided by a Utility, the Utility must register those Premises as a Life Support Supply Address;

(2) No later than five Business Days after receipt of advice from the Customer or Consumer, the Utility must provide in writing:
10.2 Disconnection and interruption to services

(1) The Utility must not disconnect the Utility service it provides to the Life Support 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 on life support equipment no longer resides at that address or no longer requires the life support equipment; or

(b) Subject to clause 10.1(3), the Consumer fails to provide evidence to a Utility, at the Utility’s request, that the Person requiring life support equipment still resides at that address and still requires the life support equipment.

(2) Subject to clause 10.2(3), the Utility must give the Customer or Consumer a minimum of four Business Days written notice of a Planned Interruption to the supply of Utility services at the Life Support Supply Address;

(3) A Customer or Consumer may request a longer notice period than four Business Days. A Utility may provide a longer notice period if the request is:

(a) reasonably necessary; and

(b) able to be provided by the Utility.

(4) 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 to the supply of the Utility service to the Customer or Consumer’s premises; and

(b) provide an emergency telephone contact number.

Note: There is a deliberate distinction made in clause 10.2 between disconnection and disruption of services to allow a Utility to safely
10.3 Cessation of requirement for life support equipment

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 Life Support Supply Address must inform the Utility if the Person for whom the life support equipment is required:

(1) vacates the Life Support Supply Address; or

(2) no longer requires the life support equipment.

Part 2.3 PROTECTION OF CUSTOMERS

11 Guaranteed service levels

Clause 11 does not apply to Non-franchise Customers.

11.1 Compliance by utilities with Guaranteed Service Levels

Utilities must comply with all applicable Guaranteed Service Levels set out in the Schedules of this Code, except to the extent that:

(1) alternative arrangements or standards have been agreed between the Utility and a Customer; or

(2) events or conditions outside the control of the Utility including emergencies declared under the Emergencies Act 2004 (ACT) or any other Law, prevent the Utility from complying with the applicable Guaranteed Service Levels in Schedule 1 or Schedule 2 of this Code.

11.2 Utility to pay rebate for non-compliance

(1) A Utility is required to monitor service levels to promptly detect when actual service performance has not met the relevant Guaranteed Service Level in the Schedules of this Code.

(2) A Utility must pay the applicable rebate to a Customer when the service performance has not met the required Guaranteed Service Level.

(3) Any payments required to be made by a Utility to a Customer must be paid as soon as practicable after the obligation arises.

(4) The payment must be made irrespective of whether the affected Customer has applied for the rebate.

(4)(5) A Utility must make a payment to a Customer for each of the Guaranteed Service Level thresholds exceeded independently.

Example: If an energy Customer experienced 21 hours cumulative duration of unplanned interruptions in a particular year— and one of those interruptions was 13 hours in duration— the Customer would be entitled to two rebates (duration single event and duration cumulative).
(2)(6) A Utility is required to pay only one rebate per Account for each Guaranteed Service Level giving rise to a rebate payment, regardless of the number of account holders listed on the account affected by the event.

Example: A family of 2 adults (both listed as account holders) 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.

11.3 Method of payment of rebate
(1) A Utility required under this Code to pay a rebate to a Customer may pay the rebate:

(a) by electronic funds transfer to the Customer’s bank account or cheque; or

(b) by deducting the amount of the rebate from the amount payable by the Customer under the next bill which is due after the rebate became payable; or

(c) as otherwise agreed with the Customer.

(2) A Utility must inform the Customer that a Guaranteed Service Level payment has been made and to which Guaranteed Service Level it relates.

(3) An Electricity Distributor or Gas Distributor and a NERL Retailer must each use their best endeavours to provide each other at no cost and in a timely manner, information or documentation that the other reasonably requires to carry out their obligations to pay a Guaranteed Service Level rebate to the Customer.

Note: Obligations for coordination and information sharing between NERL Retailers and energy distributors for shared Customers are set out in the National Electricity Rules and the National Energy Retail Rules.

11.4 Rebates to be paid in addition to damages
(1) Rebates are not intended to compensate customers for loss or damage suffered as a result of poor service. Rebates are intended to be an acknowledgement of poor service and incentivise the Utility to maintain the Guaranteed Service Level.

(2) If a Utility 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 Utility for breach of the Customer Contract, or any right to compensation or damages a Customer or Consumer may have under any other Law.

(3) A Utility does not make any admission of legal liability in giving a rebate payment to a Customer.
11.5 Information to be provided to customers

(1) A Utility must inform a Customer of:

(a) the Guaranteed Service Levels in the Schedule of this Code; and
(b) the Customer’s entitlement to receive a rebate if those service levels are not met;
(c) the process that will be followed by the Utility if they fail to meet the Guaranteed Service Levels; and
(d) the process to be followed by a Customer if they believe the Utility has failed to meet the Guaranteed Service Level, including how to apply 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) by publishing the information on the Utility’s website in an area that is transparent, searchable and accessible to the Customer; and
(c) upon request from a Customer.

(3) A Utility 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 Utility and the Customer.

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

(1) A variation in the Charge for a Utility service provided by a Utility operates from the date of the relevant notice of the variation or from a later date specified in the notice and does not apply retrospectively, unless with the prior approval of the ICRC.

(2) A Utility may calculate a pro rata Charge to effect a variation in Charges where the variation date falls within an billing period.
13 Billing

13.1 Utility may issue bills

(1) A Utility may issue a Bill 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 Bill 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 Bill on a reading of the Customer’s meter, the Utility may provide the Customer with a Bill 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 Bill otherwise than as prescribed under this clause.

13.2 Financial liability for service

(1) In the absence of an existing Customer Contract for the supply of a Utility service to a Premises, a Consumer at the Premises may be liable for the cost for the Utility service supplied to the Premises from the time the Consumer first started consuming the Utility service. 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.

(2) For the purposes of a Utility charging for a Utility service, the Charges may relate to the availability of supply where no consumption has or is occurring.

Note: An example of availability of supply occurs where a vacant block has the water and sewerage service available to the block but there is no consumption occurring due to the absence of a building or fixtures. In this example the customer may be charged a service charge.

13.3 Maximum intervals between bills

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

13.4 Notice

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

13.5 Content of bills

(1) A Utility must prepare a Bill so that a Customer can verify that it conforms with their contract and the Charges.

(1)(2) A Bill provided by a Utility must contain the following information:
(a) the name and account number of the Customer,
(b) the address of the Premises that the Bill relates to and any relevant mailing address;
(c) the meter identifier;
(d) the dates on which the Bill period begins and ends;
(e) the due date for payment and the Bill issue date;
(f) total amount payable, including the amount of any arrears or credits;
(g) the amount of any payments received from the Customer since the previous Bill was issued;
(h) tariffs and Charges (fixed and variable) applicable to the Customer, specifying the particular Utility service they are for, and whether they are Utility service related Charges or Charges for other goods and services;
(i) whether the Bill was issued as a result of a meter reading or an estimation and, if issued as a result of a meter reading, the dates of the meter reading;
(j) the values of meter readings or estimations at the start and end of the Bill period;
(k) the estimated date of the next scheduled meter reading (if applicable);
(l) current and comparative consumption data (if applicable);
(m) any amount deducted, credited or received under a government sponsored rebate, concession or relief scheme or under a payment instalment plan which applies to the Customer;
(n) a summary of available payment methods including an address where payment can be made (see clauses 13.7 (2) and (3));
(o) contact details for a 24-hour telephone number for faults, difficulties and emergencies;
(p) a referral telephone number for an interpreter service (set out in the five most common non-English languages used in the Territory);
(q) a telephone number for the Customer to call for any queries relating to:
   (i) the Bill;
   (ii) how to apply for a Territory Government sponsored rebate or concession that the Utility provides.
   (iii) the complaints handling procedures of the Utility;
(iv) **Guaranteed Service Levels** and associated processes for claiming or receiving a rebate; or

(v) how to make a hardship complaint to the ACAT.

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

### 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 **Account** information. The **Utility** must advise the **Customer** of the reasonable costs prior to processing the request.

### 13.7 Payment of bills

1. A **Utility** must give a **Customer** not less than 13 **Business Days** to pay the **Bill** from the date on which the **Bill** 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 **Bills**, 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 **Bills** 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 Bills
(1) Subject to this clause, on request by a Customer who disagrees with the amount of a Bill, a Utility must review the Bill 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 Bill that is not in dispute and which is due before commencing the review.

(3) If a review of a Bill shows that the amount required for payment on the Bill was incorrect, the Utility must adjust the Bill after the review.

(4) A Utility is not required to review a Bill more than once per billing period.

13.9 Overcharging
If a Utility becomes aware that it has overcharged a Customer it must adjust the Bill by refunding the amount overcharged or by reducing the amount of the next Bill 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 the Utility may recover the undercharge.

(2) The amount to be recovered must be listed separately and explained on the Bill 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 only recover an undercharge (single event or ongoing undercharge) that has occurred over, or within, the past 12 months prior of the Utility becoming aware of the undercharge.

(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 bill 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 Bill 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

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 must be applied to the oldest part of the debt, 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 Payment difficulties

(1) If a **Customer** informs a **Utility** that they are experiencing difficulty paying the **bill** or requires payment assistance, the **Utility** must offer the **Customer**, at no cost:

(a) subject to clause 13.15, an advance payment plan or instalment payment plan option;

(b) information about and referral to, the 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.
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 Hardship policy

14.1 Application of hardship policy

Clause 14 does not apply to an Electricity distributor or a Gas distributor.

14.2 Hardship policy requirement

(1) A Utility must develop and implement a Customer hardship policy.

(2) A Utility must publish its Customer hardship policy on its website and must make a copy available to a Customer upon request.

(3) Without limiting the obligations under 13.16(1) and (2), the Customer hardship policy of a Utility providing Utility services to Residential Premises must:

(a) include an introduction and purpose;

(b) outline internal assessment processes designed to make an early identification of a Customer’s hardship;

(c) offer a range of flexible payment options in accordance with an assessment of the Customer’s capacity to pay;

(d) offer information on, and referral to, government assistance programs (including concession schemes), and independent financial counsellors;

(e) exempt Customers experiencing hardship from supply restriction, legal action, interest and additional debt recovery costs while payments are made to the Utility according to an agreed flexible payment plan or other payment schedule;

(f) offer information about the Utility’s dispute resolution policy, and the Customer’s right to lodge a complaint with the ACAT and any other relevant external dispute resolution forum if their hardship claim is not resolved to their satisfaction by the Utility;

(g) detail the circumstances in which the policy will cease to apply to Customers;

(h) provide for staff training about the Utility’s hardship policies and procedures and to ensure Customers who are experiencing financial hardship are treated with respect, sensitivity and without making value judgments;

(i) provide for a review mechanism of the policy and its associated administrative procedures at least every four years; and
(j) provide measures for how the hardship policy will be promoted to Customers and include details of how it will be communicated to Customers:

i. with low English literacy; or

ii. without access to the internet; or

iii. with a disability.

(4) A Utility must apply its Customer hardship policy, at a minimum, to Customers of Residential Premises who are identified either by themselves, the Utility, or an independent accredited financial counsellor as having the intention but not the financial capacity to make the required payments in accordance with the Utility’s payment terms.

15 Interest

15.1 Interest charges

(1) A Utility may charge interest on an overdue Bill of a Customer if at least 14 calendar days have passed after the due date for payment of the Bill of a Customer.

(2) If at least 14 calendar days have passed after the due date, the Utility may charge interest on the Bill of a Customer from the due date of payment of the Bill.

(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.

16 New customer contract information

(1) A Utility must provide a Customer with the following information, in writing, as soon as practicable after entering into a contract with a Customer:

(a) the full terms, conditions and applicable costs of the contract including the period of the contract;

(b) a summary of the Utility’s and Customer’s respective rights and obligations in relation to the contract;

(c) a Utility contact point which the Customer may contact for further information;

(d) reference to any Territory Government sponsored rebates or concessions that the Utility provides that the Customer may be eligible for;
(d)(e) information about the availability of interpreter services and telephone numbers for such services; and

(e)(f) how to make a Complaint against the Utility.

(2) Any information provided to a Customer under clause 16(1) must be in simple and straightforward language.
PART 3  PROTECTION OF FRANCHISE CUSTOMERS

Part 3.1 STANDARD CUSTOMER CONTRACTS

Application
Part 3.1 applies to:

(1) A Utility providing Water and Sewerage Services; and
(2) Customers who are Franchise Customers on a Standard Customer Contract.

17 Standard customer contract provisions

17.1 Obligations under the Utilities Act
Under the Utilities Act, a Utility that provides a Utility service to a Customer must do so in accordance with a Standard Customer Contract.

17.2 Provisions to be contained in standard customer contracts
A Standard Customer Contract must contain provisions to notify Customers of their rights contained within, and give effect to, Part 3 of the Code.

17.3 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.

18 Connection and Supply

18.1 Obligation to connect and supply
A Utility that is licensed to provide a Utility service to a Customer, and receives an application to provide a Utility service from a Customer, must provide the service requested within a reasonable time.

18.2 Utility not required to connect or supply
Notwithstanding clause 18.1, 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 meet any other condition that has been approved by the ICRC;
(4) 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;

(5) does not pay a security deposit if required by the Utility under clause 23.

18.3 Deeming of standard customer contract

(1) On the acceptance by a Utility of an application by a 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 Customer.

19 Availability of and changes to a standard customer contract

19.1 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.

19.2 Additional copies

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

19.3 Changes to standard customer contracts

(1) If a Standard Customer Contract is changed the Utility must publish a notice of the change on their website and 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 Bill 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 3.2 STANDARD CUSTOMER CONTRACTS AND NEGOTIATED CUSTOMER CONTRACTS

Application
Part 3.2 applies to:

(1) A Utility providing Water and Sewerage Services; and

(2) Customers who are Franchise Customers on a Standard Customer Contract or Negotiated Customer Contract.

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

20.1 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) water Network; or

(ii) sewerage Network; or

(b) restrict the supply of water to the Premises;


(2) Subject to clauses 10.2 and 20.4, 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 Bill.

(3) A Utility must not disconnect, or restrict the supply of, a Utility service it provides under clause 20.1(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 Bill and the ACAT has notified the Utility that the Complaint has been received.

20.2 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 Technical Regulator; 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)).

20.3 When a utility may disconnect or restrict supply

Subject to the Utilities Act and clauses 10.2, 20.2 and 20.4, 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.

20.4 Disconnection or restriction of utility services to residential premises for failure to pay a Bill

(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 Bill only if:

(a) the amount of the unpaid Bill 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 Bill 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 20.4(1) (b) and (c) have been followed, the Customer has failed to make and comply with a payment arrangement to pay the Bill that is reasonable in the financial circumstances of the Customer and satisfactory to, and agreed to by, the Utility.
If the Customer fails to comply with any arrangement made with the Utility in clause 20.4(1)(d), nothing in clause 20.4 requires the Utility to repeat the steps referred to in clauses 20.4(1)(a) to (c) prior to taking action to disconnect or restrict supply.

If, after following the procedures outlined in clause 20.4(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.

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.

If a Utility has taken action to disconnect or restrict a Utility service it provides to Residential Premises under clause 20.4(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.

If a Utility has taken action to disconnect or restrict a Utility service it provides to Residential Premises of a Customer under clause 20.4(1) and the Customer pays the Bill, or the Utility accepts an arrangement by the Customer to pay the Bill, the Utility must arrange to restore the service, as soon as practicable and, in any event, within 24 hours.

The ACAT must notify within two Business Days the Utility and the Customer that a determination has been made.

20.5 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.

20.6 Content and format of notices
A Utility must ensure that a notice issued to a Customer under clause 20.4(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 Bill by the due date;
4. makes clear when the due date is, if the notice is for a subsequent failure to pay a Bill;
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.

21 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 20, 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.

22 Interruptions to supply

22.1 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 Technical Regulator;

(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.

### 22.2 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 22.1(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 22.2(1); and

(b) in any event, does not exceed 12 hours.

(3) For the purposes of the Guaranteed Service Levels in the Schedule to this Code, notice to a Customer or Consumer of a Planned Interruption may, where notice to individual Premises under clause 22.2(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 22.2(1).

(5) Clauses 22.2(1), (3) and (4) do not apply to Premises that have been registered as a supply address under clause 10.1.
22.3 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.

22.4 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.

23 Security deposit

23.1 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 Bill 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 Bill by the due date or within a reasonable time after that date.

23.2 **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 Bill, if the Customer is billed quarterly; or

2. 2.5 times the estimated monthly Bill, 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.

23.3 **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.

23.4 **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 Bill on or before the due date for a continuous period of 12 months.

23.5 **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.
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’ means the record of a Customer’s use of a Utility service provided by a Utility and includes the Customer’s name, contact information, account number and Bill history.

(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) ‘Bill’ means a written instrument issued, or to be issued, to a Customer of the Utility, setting out any Charges, fees or interest that are payable by the Customer in accordance with the requirements of this Code.

(7) ‘Business Day’ means a day, other than a Saturday or Sunday, or a declared Public Holiday in the Territory.

(8) ‘Centrelink’ means the Centrelink program delivered by the Commonwealth Department of Human Services.

(9) ‘Charges’ includes prices, tariffs and fees.

(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’ has the meaning it has in the Utilities Act.
(12) ‘Customer’ has the meaning it has in the Utilities Act. Subject to Schedule 3, it may also include a customer of a NERL retailer receiving a Customer retail service.


(14) ‘Customer retail service’ means the sale of energy by a NERL retailer to a Customer at Premises.

(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.

(22) ‘Guaranteed Service Level’ means the service levels set out in Schedule 2 and Schedule 3 of this Code.


(25) ‘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.

(26) ‘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.

(27) ‘Life Support Supply Address’ means premises that have been registered as a having a Person requiring life support equipment, in accordance with Clause 10.1 of this Code.

(28) ‘Negotiated Customer Contract’ means a contract that is a Negotiated Customer Contract for the purposes of Part 6 of the Utilities Act.

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

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

(31) ‘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).

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

(33) ‘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.

(34) ‘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.

(35) ‘Residential Premises’ means Premises to which a Utility provides a Utility service for domestic use.

(36) ‘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.

(37) ‘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) ‘Service and Installation Rules Code’ refers to the Water and Sewerage Service and Installation Rules Code, approved as a Technical Code by the Minister responsible for administering Part 5 of the Utilities Act.

(39) ‘Sewerage service’ is a Utility service and has the meaning it has in section 13 of the Utilities Act.

(40) ‘Standard Customer Contract’ means a contract that is a Standard Customer Contract for the purposes of Part 6 of the Utilities Act.

(41) ‘Technical Code’ means a code approved or determined under the Utilities (Technical Regulation) Act 2014.


(43) ‘Territory’ means the Australian Capital Territory.

(44) ‘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.

(45) ‘Unplanned sustained interruption’ means an Unplanned Interruption that lasts longer than three minutes.


(47) ‘Utility’ means a Person licensed to provide a Utility service under Part 3 of the Utilities Act. Subject to Schedule 3, it may also include a NERL Retailer.

(48) ‘Utility service’ has the meaning it has in the Utilities Act. Subject to Schedule 3, it may also include a Customer retail service.
‘Water service’ is a Utility service and has the meaning it has in section 11 of the Utilities Act.
**SCHEDULE 1: Water and Sewerage Services Guaranteed Service Levels**

Schedule 1 sets out Guaranteed Service Levels (GSLs) that are applicable to Utilities providing Water and Sewerage Services.

### 1. Guaranteed Service levels and rebates

Subject to the Code and clause 2 of this Schedule, a Utility is obliged to pay a Customer the relevant rebate when the GSL threshold is not met.

<table>
<thead>
<tr>
<th>Parameter</th>
<th>GSL Threshold</th>
<th>Rebate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GSL-W1</strong> Customer connection times</td>
<td>Connection not provided by required date</td>
<td>$60 per day (maximum $300)</td>
</tr>
<tr>
<td><strong>GSL-W2</strong> Responding to Complaints</td>
<td>Upon receiving a Complaint, Utility does not: (a) Acknowledge the complaint immediately or as soon as practicable; and (b) Provide a response addressing the matters in the complaint within 20 business days</td>
<td>$20</td>
</tr>
<tr>
<td><strong>GSL-W3</strong> Notice of planned interruption</td>
<td>Two Business Days’ notice not given</td>
<td>$50</td>
</tr>
<tr>
<td><strong>GSL-W4</strong> Duration of interruptions (single event)</td>
<td>An unplanned interruption lasts for 12 hours or longer</td>
<td>$80</td>
</tr>
<tr>
<td><strong>GSL-W5</strong> Frequency of interruptions</td>
<td>Customer experiences more than 9 Unplanned interruptions in a year</td>
<td>$80</td>
</tr>
<tr>
<td><strong>GSL-W6</strong> Response time to notification of a fault, problem or concern that affects the premises of the Customer</td>
<td>Utility fails to respond: (a) If the notification relates to damage to, or a fault or problem with the Network which is likely to affect public health, or is causing, or has the potential to case, substantial damage or harm to a person or property, respond as soon as practicable and in any event within six hours; or (b) In all other cases within 48 hours; and (c) Resolve the problem or concern within the time specified in the response.</td>
<td>$60 per day (maximum $300)</td>
</tr>
</tbody>
</table>
2. Additional information regarding GSL parameters

2.1 Customer Connection Times (GSL-W1)
If a Customer’s Installation is:
(1) physically connected to the water or sewerage Network; and
(2) a Customer requests a Utility service from the Utility; and
(3) a Customer is entitled to supply of the relevant Utility service under the Utilities Act; then,
(4) the relevant Utility must connect the Premises within the time required in Table s1.

Table s1 – time required for connection

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Time Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>If the request is made by the Customer before 2:00pm on a Business Day</td>
<td>On the same day</td>
</tr>
<tr>
<td>2</td>
<td>If the request is made by the Customer after 2:00pm on a Business Day</td>
<td>By the end of the next Business Day</td>
</tr>
<tr>
<td>3</td>
<td>If the request made on a non-Business Day</td>
<td>By the end of the next Business Day</td>
</tr>
<tr>
<td>4</td>
<td>Otherwise:</td>
<td>on a day agreed between the Customer and the Utility</td>
</tr>
</tbody>
</table>

2.2 Notice of Planned interruptions (GSL-W3)
The notice must:
(1) specify the reason for the interruption and the expected date, time and reasonably anticipated duration of the interruption; and
(2) provide either:
   i. a business hours telephone number for inquiries; or
   ii. a 24-hour telephone number for inquiries.
**SCHEDULE 2: NERL retailer and energy utility Guaranteed Service Levels**

Schedule 2 sets out **Guaranteed Service Levels (GSLs)** that are applicable to **NERL Retailers**, **Gas Distributors** and **Electricity Distributors**.

**Interpretation**

For the purpose of this schedule 2:

‘Customer’ includes a customer of a NERL retailer receiving a **Customer Retail service**.

‘Utility’ includes a NERL retailer.

1. **Guaranteed Service Levels and rebates**

Subject to the Code and clause 2 and 3 of this Schedule, a Utility is obliged to pay a Customer the relevant rebate when the GSL threshold is not met.

<table>
<thead>
<tr>
<th>Parameter</th>
<th>GSL Threshold</th>
<th>Rebate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GSL-E1</strong> Customer connection times</td>
<td>Connection not provided by required date</td>
<td>$60 per day (maximum $300)</td>
</tr>
<tr>
<td><strong>GSL-E2</strong> Wrongful disconnection</td>
<td>Where customer is wrongfully disconnected</td>
<td>$100</td>
</tr>
<tr>
<td><strong>GSL-E3</strong> Responding to Complaints</td>
<td>Upon receiving a Complaint, Utility does not:</td>
<td>$20</td>
</tr>
<tr>
<td></td>
<td>1. <strong>Acknowledge</strong> the complaint immediately or as soon as practicable; and</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. <strong>Provide a response</strong> addressing the matters in the complaint within 20 business days</td>
<td></td>
</tr>
<tr>
<td><strong>GSL-E4</strong> Notice of planned interruption</td>
<td>1. For Electricity and Gas Distributors, 4 Business Days’ notice not given</td>
<td>$50</td>
</tr>
<tr>
<td></td>
<td>2. For NERL retailers, 4 Business Days’ notice not given, unless retailer has obtained consent from customer for a shorter period.</td>
<td>$60</td>
</tr>
<tr>
<td><strong>GSL-E5</strong> Duration of interruptions (single event)</td>
<td>An <strong>Unplanned sustained interruption</strong> lasts for 12 hours or longer</td>
<td>$80</td>
</tr>
</tbody>
</table>
## 2. Additional information regarding GSL parameters

### 2.1 Customer Connection Times (GSL-E1)

If a Customer’s Installation is:

1. physically connected to the electricity or gas Network; and
2. a Customer requests a Utility service from the Utility; and
3. a Customer is entitled to supply of the relevant Utility service under the Utilities Act or National Energy Retail Law (ACT);
4. the relevant Utility must connect the Premises within the time required in Table s2.

### Table s2 – time required for connection

<table>
<thead>
<tr>
<th>1</th>
<th>If the request is made by the Customer before 2:00pm on a Business Day</th>
<th>On the same day</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>If the request is made by the Customer after 2:00pm on a Business Day</td>
<td>By the end of the next Business Day</td>
</tr>
</tbody>
</table>

### Parameter | GSL Threshold | Rebate |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GSL-E6</strong> Total duration of interruptions (cumulative)</td>
<td>Total cumulative hours of Unplanned sustained interruptions experienced by Customer in a financial year is equal to or exceeds: Level 1 – 20 hours Level 2 – 30 hours Level 3 – 60 hours</td>
<td>$100 $150 $300</td>
</tr>
<tr>
<td><strong>GSL-E7</strong> Frequency of interruptions</td>
<td>Customer experiences more than 9 Unplanned sustained interruptions in a year</td>
<td>$80</td>
</tr>
<tr>
<td><strong>GSL-E8</strong> Response time to notification of a fault, problem or concern that affects the premises of the Customer</td>
<td>Utility fails to respond: 1. if the notification relates to damage to, or a fault or problem with the Network which is likely to affect public health, or is causing, or has the potential to case, substantial damage or harm to a person or property, respond as soon as practicable and in any event within six hours; or 2. in all other cases within 48 hours; and 3. resolve the problem or concern within the time specified in the response.</td>
<td>$60 per day (maximum $300)</td>
</tr>
</tbody>
</table>
3. **Exclusions**

1. Despite clause 11 of the Code, a **Utility** is not required to make a rebate payment when the GSL threshold for frequency of interruptions (GSL-E7), duration of interruptions (GSL-E5) or total duration of interruptions (GSL-E6) is exceeded as a result of any of the following events:

   (a) load shedding due to a generation shortfall
   (b) automatic load shedding due to the operation of under frequency relays following the occurrence of a power system under-frequency condition
   (c) load shedding at the direction of the Australian Energy Market Operator or a system operator.
   (d) load interruptions caused by a failure of the shared transmission network
   (e) load interruptions caused by a failure of transmission connection assets except where the interruptions were due to:
      (i) actions, or inactions, of the distributor that are inconsistent with good industry practice; or
      (ii) inadequate planning of transmission connections and the energy distributor is responsible for transmission connection planning
   (f) load interruptions caused by the exercise of any obligation, right or discretion imposed upon or provided for under **Law**.
   (g) load interruptions caused or extended by a direction from state or federal emergency services, provided that a fault in, or the operation of, the network did not cause, in whole or part, the event giving rise to the direction.
2. An event may also be excluded where daily unplanned System Average Interruption Duration Index for the Network exceeds the major event day boundary, as defined by the Australian Energy Regulator in the Electricity distribution network service providers: Service target performance incentive scheme.
SCHEDULE 3: APPLICATION TO NERL RETAILERS

1. Application of provisions to NERL Retailers

Subject to clause 2 below, Table s3.1 sets out provisions in the Consumer Protection code that are applicable to NERL Retailers.

Interpretation

For each of the clauses noted as applying to NERL Retailers, the definitions for this Code include:

‘Customer’ includes a customer of a NERL retailer receiving a Customer Retail service.

‘Utility’ includes a NERL retailer

Table s3.1 Applicability to NERL Retailers

<table>
<thead>
<tr>
<th>Part / Clause(s)</th>
<th>Summary of Clause</th>
<th>Applies to NERL Retailer</th>
<th>Comment on applicability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part 1</td>
<td>Preliminary</td>
<td>Yes</td>
<td>General coverage &amp; guidance notes</td>
</tr>
<tr>
<td>Part 2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1</td>
<td>Reporting</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>Licensed Utility obligations</td>
<td>No</td>
<td>Clause only applies to utilities licensed under the Utilities Act</td>
</tr>
<tr>
<td>4.3</td>
<td>Conduct of agents</td>
<td>No</td>
<td>The National Electricity Law and National Gas Law sets out obligations for NERL Retailers in regards to conduct of agents and associates</td>
</tr>
<tr>
<td>5(1)</td>
<td>Ethical and fair conduct</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>5(2)</td>
<td>Allowed contact hours</td>
<td>No</td>
<td>The National Electricity Law, National Gas Law and Telecommunications (Telemarketing and Research Calls) Industry Standard 2017 sets out obligations for NERL Retailers in regards to contact and marketing conduct</td>
</tr>
<tr>
<td>5(3)</td>
<td>Identification before entry to premises</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>5(4)</td>
<td>Obligations under Code limited to Customer providing information</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Part / Clause(s)</td>
<td>Summary of Clause</td>
<td>Applies to NERL Retailer</td>
<td>Comment on applicability</td>
</tr>
<tr>
<td>-----------------</td>
<td>-------------------</td>
<td>--------------------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>5(5)-5(6)</td>
<td>Appointments</td>
<td>No</td>
<td>The <em>National Electricity Rules and National Energy Retail Rules</em> set out obligations for circumstances where <em>NERL Retailers</em> must make appointments (for instance meter installations).</td>
</tr>
<tr>
<td>5(7)</td>
<td>Coverage to agents</td>
<td>No</td>
<td>As outlined in 4.3 above.</td>
</tr>
<tr>
<td>6.1</td>
<td>Complaints</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>6.2</td>
<td>Complaints Australian standard</td>
<td>No</td>
<td>The <em>National Electricity Law, National Gas Law</em> and <em>National Energy Retail Rules</em> set out specific obligations for <em>NERL Retailers</em> in relation to complaints handling.</td>
</tr>
<tr>
<td>6.3-6.4</td>
<td>Address complaints and keeping records</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>7.1</td>
<td>Obligation to provide information to customers</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>7.2</td>
<td>Cost recovery for providing information</td>
<td>No</td>
<td>NERL Retailers’ rights to recover costs for providing information are set out in the <em>National Electricity Retail Rules</em>.</td>
</tr>
<tr>
<td>7.3</td>
<td>Disclosure of information to 3rd parties</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>8.1</td>
<td>Notice</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>8.2</td>
<td>Deemed delivery</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>9.1</td>
<td>Summary of Customer rights</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>9.2-9.4</td>
<td>Content and format of summary</td>
<td>No</td>
<td>The <em>National Energy Retail Rules</em> specify requirements for information that must be provided to Customer.</td>
</tr>
<tr>
<td>10 (all)</td>
<td>Life Support</td>
<td>No</td>
<td>The <em>National Electricity Law and National Energy Retail Rules</em> set out specific obligations for <em>NERL Retailers</em> in relation to Life Support.</td>
</tr>
<tr>
<td>11 (all)</td>
<td>Guaranteed Service Levels</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>12.1</td>
<td>Charges</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>12.2</td>
<td>Variation to charges</td>
<td>No</td>
<td>The <em>National Energy Retail Rules</em> set out specific obligations for <em>NERL Retailers</em> in relation to variations of price and charges.</td>
</tr>
<tr>
<td>Part / Clause(s)</td>
<td>Summary of Clause</td>
<td>Applies to NERL Retailer</td>
<td>Comment on applicability</td>
</tr>
<tr>
<td>------------------</td>
<td>-------------------</td>
<td>--------------------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>13 (all)</td>
<td>Billing</td>
<td>No</td>
<td>The National Energy Retail Rules set out specific obligations for NERL Retailers in relation to billing.</td>
</tr>
<tr>
<td>14.1</td>
<td>Hardship application</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>14.2</td>
<td>Policy Requirements</td>
<td>Partial</td>
<td>14.2(1) and 14.2(2) apply to NERL Retailers. The National Energy Retail Rules set out specific obligations for NERL Retailers in relation to hardship policy requirements.</td>
</tr>
<tr>
<td>15</td>
<td>Interest charges</td>
<td>No</td>
<td>The National Energy Retail Rules set out rights for NERL Retailers in relation to charging interest on overdue bills.</td>
</tr>
<tr>
<td>16</td>
<td>New Customer contract information</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Part 3</td>
<td>Contract requirements for Franchise Customers</td>
<td>No</td>
<td>Part 3 relates to water and sewerage customer contracts.</td>
</tr>
</tbody>
</table>

2. Inconsistency with the National Electricity Customer Framework

In the event that any provision of the Consumer Protection code is in direct conflict with a requirement of the National Energy Retail Law (ACT) Act 2012, the National Energy Retail Law (ACT) Act 2012 prevails.
## SCHEDULE 4: 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 DI2012-1</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>