Amendments to Gas Connection and Supply Standard Customer Contract

November 2008

Current heading	Current clause number	Current wording	Proposed heading	Proposed clause number	Proposed wording	Explanation
						Table of contents has been updated as necessary due to amendments as below.
Recitals						
Codes	E	There are references to a number of codes throughout this contract. Contact the *ICRC* if you would like a copy.	*Codes*	E	There are references to a number of codes throughout this contract. Contact the *Independent Competition and Regulatory Commission* if you would like a copy or you can search the ICRC web site at http://www.icrc.act.gov.au/.	Amended to include full name of commission in this first reference and clarify obtaining copies of a code.
---	5.6	We will give you at least 2 days notice of a planned interruption, unless you give your consent or there is an emergency. The notice must comply with the requirements of the Consumer Protection Code.	---	5.6	We will give you at least 2 *Business Days* notice of a planned interruption, unless you give your consent or there is an emergency. The notice must comply with the requirements of the Consumer Protection Code.	Amended to reflect the Consumer Protection Code.

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Are you having difficulties paying an account?	6.2	If you are having difficulties paying your account, you may call us to discuss alternative payment arrangements including, for residential premises: (a) advance payment or instalment payment plan options; (b) available Territory government assistance programs; and (c) information about independent financial counselling services. We will provide this information to you free of charge**.**	*Are you having difficulties paying an account?*	6.2	If you are having difficulties paying your account, you may call us to discuss alternative payment arrangements including, for residential premises: (a) advance payment or instalment payment plan options; (b) available Territory government assistance programs; and (c) information about independent financial counselling services. We will provide this information to you free of charge. You can also contact the Energy and Water Consumer Council on 6207 7740 to seek assistance.	Amended to include reference to EWCC.
---	6.5	You must pay our reasonable costs of providing any information that you have asked for, unless that information relates to account or metering information for the last account period, which will be provided free of charge.	---	6.5	You must pay our reasonable costs of providing any information that you have asked for, unless that information relates to account or metering information for the 12 months prior to the date of your enquiry, which will be provided free of charge.	Amended to reflect Consumer Protection Code.

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When we are permitted to contact you	6.6	We are only permitted to contact you: (a) Between 8.00am and 8.00pm weekdays; (b) between 9.00am and 5.00pm Saturdays and Sundays; and (c) not at all on ACT public holidays, unless there is an emergency or you give your consent.	*When we are permitted to contact you*	6.6	We are only permitted to contact you: (a) between 9.00am and 8.00pm weekdays; (b) between 9.00am and 5.00pm Saturdays and Sundays; and (c) not at all on ACT public holidays, unless there is an emergency or you give your consent.	Amended to reflect the Consumer Protection Code.
Compensation	6.8	You may be entitled to compensation if we fail to meet the performance standards described in the Consumer Protection Code. The amount of compensation is shown in the Code.	*Service Failure Rebate*	6.8	You may be entitled to a rebate if we fail to meet the minimum service standards described in the Consumer Protection Code. The amount of the rebate is shown in the Code. To ascertain rebate details or apply for a rebate phone 13 14 93.	Amended to use terminology consistent with the Consumer Protection Code.

Current heading	Current clause number	Current wording	Proposed heading	Proposed clause number	Proposed wording	Explanation
Charges *Schedule of Charges*	7.1	Our charges for gas connection, supply and other associated services are shown in our *Schedule of Charges*. A copy is available from us free of charge, on request.	Charges *Schedule of Charges*	7.1	Our charges for gas connection, supply and other associated services are shown in our *Schedule of Charges*. Our *Schedule of Charges* forms part of the terms of this contract and must be read in conjunction with this contract. A copy of our *Schedule of Charges* is available from us free of charge, on request or from our website at www.actewagl.com.au.	Amended to clarify that the schedule of charges forms part of the contract and where a copy can be obtained.
---	7.8	You must pay an account by the due date shown on the account. We will give you at least 14 days to pay unless you agree to a shorter period.	---	7.8	You must pay an account by the due date shown on the account. We will give you at least 12 *Business Days* to pay from the date on which the account is sent to you, unless you agree to a shorter period.	Amended to reflect Consumer Protection Code.
---	7.12	If we find we have undercharged you, we may adjust your account to collect the amount you were undercharged.	---	7.12	If we find we have undercharged you, we may adjust your account to collect the amount you were undercharged. Provided that you did not contribute to the undercharge occurring, our backcharge cannot go back more than 12 months in accordance with the Consumer Protection Code.	Amended to reflect Consumer Protection Code

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---	8.4	You are entitled to have your security deposit (plus any interest) refunded if you pay your accounts by the due date: (a) for a continuous period of 12 months; or (b) where the security was required because of past illegal use of a service - for a continuous period of 2 years.	---	8.4	You are entitled to have your security deposit (plus any interest) refunded if you pay your accounts by the due date for a continuous period of 12 months.	Amended to reflect Consumer Protection Code.

Current heading	Current clause number	Current wording	Proposed heading	Proposed clause number	Proposed wording	Explanation
Use of your personal information *Your right to privacy*	10.1	We respect your privacy and are committed to complying with the *Privacy Act 1988*, the Information Privacy Principles in that Act and any other applicable law regarding privacy. For any enquiries concerning privacy or the personal information we hold about you, please contact our privacy officer on 13 18 86.	Use of your personal information *Your right to privacy*	10.1	We respect your privacy and are committed to complying with the *Privacy Act 1988*, the National Privacy Principles in that Act and any other applicable law regarding privacy. For any enquiries concerning privacy or the personal information we hold about you, please contact our privacy officer on 13 18 86.	Amended legislation reference.
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	10.4	If you do not wish your details to be used for information or promotional purposes, please contact our customer service line on 13 18 86. We will, without charge, mark your details so that their use is restricted to matters central to this contract such as sending you accounts or notice of interruption to supply.		10.5	If you do not wish your details to be used for information or promotional purposes, please contact our customer service line on 13 18 86. We will, without charge, mark your details so that their use is restricted to matters central to this contract such as sending you accounts or notice of interruption to supply.	Updated clause numbers due to insertion of new 10.4 – no change to terms.

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Use of other personal information	10.5	We may use any personal information we hold about you, including your contact details, to: (a) assess your ongoing creditworthiness or the status of any account you have with us; or (b) determine the level of security required under this contract; or (c) collect overdue payments.	*Use of other personal information*	10.6	We may use any personal information we hold about you, including your contact details, to: (a) assess your ongoing creditworthiness or the status of any account you have with us; or (b) determine the level of security required under this contract; or (c) collect overdue payments.	
Disclosure of information	10.6	We may disclose information about you (including your contact details and creditworthiness information) or your metering information, in the circumstances permitted by the Consumer Protection Code or as otherwise permitted or required by law.	*Disclosure of information*	10.7	We may disclose information about you (including your contact details and creditworthiness information) or your metering information, in the circumstances permitted by the Consumer Protection Code or as otherwise permitted or required by law.	

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Disconnection by us *All customers*	12.1	We may arrange for your premises to be disconnected: (a) if you do not have a legal right of occupancy of the premises; or (b) if you fail to pay an account by the due date and, for residential premises, we have complied with all the requirements of the Consumer Protection Code; or (c) if you fail to comply with any of your other obligations under this contract; or (d) as permitted or required by applicable gas law; Or (e) the internal gas network at your property does not comply with the Service and Installation Rules.	Disconnection by us *All customers*	12.1	We may arrange for your premises to be disconnected: (a) if you do not have a legal right of occupancy of the premises; or (b) if you fail to pay an account by the due date and, for residential premises, we have complied with all the requirements of the Consumer Protection Code; or (c) if you fail to comply with any of your other obligations under this contract; or (d) as permitted or required by applicable gas law; or (e) the internal gas network at your property does not comply with the Service and Installation Rules.	Footnote number removed and typographical error corrected at (d).
---	13.7	This is in addition to any compensation to which you may be entitled under 6.8.	---	13.7	This is in addition to any rebate to which you may be entitled under 6.8.	Amended to use consistent terminology.
---	15.1	We may make changes to this contract from time to time as permitted by the *Utilities Act 2000*. Notice of the changes will be published in the Canberra Times and a free copy of the changes will be available on request or from our website.	---	15.1	We may make changes to this contract from time to time as permitted by the *Utilities Act 2000*. Notice of the changes will be published in the Canberra Times and a free copy of the changes will be available on request or from our website www.actewagl.com.au.	Updated to include website reference.

Schedule

Current Defined Term	Current wording	Proposed Defined Term	Proposed wording	Explanation
Essential Services Consumer Council	means the council established under Part 11 of the *Utilities Act 2000*, which is a consumer protection and advisory body for utility services in the ACT.	*Energy and Water Consumer Council*	means the council which is a consumer protection and advisory body for ACT utility services, or any successor to it.	Amended to reflect name change of ESCC following absoprtion into the new Civil and Administrative Tribunal.
interest	for a period means the amount calculated in accordance with the Supreme Court interest rate(s) for post-judgment interest applying for that period, as set by the court from time to time under section 70 of the *Supreme Court Act 1933*.[1]	*interest*	for a period means the amount calculated in accordance with the Supreme Court interest rate(s) for post-judgment interest applying for that period, as set from time to time by the *Court Procedure Rules* 2006.	Updated legislation reference.