Amendments to Standard Customer Contract for Water and Sewerage Services connection and supply

November 2008

Current Heading	Clause number	Current Wording	Proposed heading	Clause number	Proposed Wording	Explanation
----	---	---	---	---	---	Table of contents has been updated as necessary due to amendments as below.
---	D	*ACTEW* contracts *ActewAGL* to manage the water and sewerage business. Under that arrangement, *ActewAGL* provides the full range of technical and administrative services needed to operate this business and deliver water and sewerage services to customers on *ACTEW's* behalf.	---	D	*ACTEW* contracts *ActewAGL* to manage the water and sewerage business. Under that arrangement, *ActewAGL* provides technical and administrative services needed to operate this business and deliver water and sewerage services to customers on *ACTEW's* behalf. That is, in almost all instances it will be ActewAGL that deals with customers.	Superfluous words removed from second sentence. Third sentence added to further clarify ActewAGL's role.

Current Heading	Clause number	Current Wording	Proposed heading	Clause number	Proposed Wording	Explanation
Codes	G	There are references to a number of codes throughout this contract. Contact the *ICRC* if you would like a copy or look up the ICRC web site at http://www.icrc.act.gov.au/.	*Codes*	G	There are references to a number of codes throughout this contract. Contact the Independent Competition and Regulatory Commission if you would like a copy of a code or you can search the ICRC web site at http://www.icrc.act.gov.au/	Amended to include full name of the commission in this first reference and clarify obtaining copies of a code.
---	1.1	Enquiries or complaints should be directed to our enquiries line on ***13 14 93*** or submitted in writing to GPO Box 366, Canberra 2601. We will resolve any enquiries or complaints as soon as reasonably possible.	---	1.1	**(a) Enquiries** in relation to *water and sewerage services* should be directed as follows: **1. Faults and emergencies** 13 11 93 (24 hour service) **2. Retail and billing enquiries** 13 14 93 **3. Technical enquiries** 6248 3555 (press "2" for water) **(b) Complaints** about *water and sewerage service*s can be directed to 6242 1193, or write to GPO Box 366, Canberra 2601. We will resolve any enquiries or complaints as soon as reasonably possible.	Amended to include direct numbers for specific enquiries to improve customer assistance.

Current Heading	Clause number	Current Wording	Proposed heading	Clause number	Proposed Wording	Explanation
---	1.2	To report faults and emergencies, call our 24 hour service line on ***13 11 93***.	---	---	---	Deleted as clause is now incorporated into clause 1.1.
---	2.1	If you are the owner of the premises, you do not need to lodge an application for supply with us. We will be notified of your details by the Registrar-General's Office when you acquire the premises. If you are a charity, school, church or benevolent institution, please contact us as some charges are lower.	---	2.1	If you are the owner of the premises, you do not need to lodge an application for supply with us. We will be notified of your details by the Registrar-General's Office when you acquire the premises.	Second paragraph relocated to a more appropriate place in contract.
Life support equipment	2.6	If someone residing at the premises depends on life support equipment that is reliant on water supply (eg a dialysis machine), please let us know so that we may register the premises. Registration generally entitles you to longer notice of planned interruptions to supply and prohibits us from disconnecting your premises as described in 4.6 and 11.1.	*Life support equipment*	2.6	If someone residing at the premises depends on life support equipment that is reliant on *water services* (eg a dialysis machine), please let us know so that we may register the premises. Registration generally entitles you to longer notice of planned interruptions to supply and prohibits us from disconnecting your premises as described in 4.6 and 11.1.	Amended to use consistent terminology.

Current Heading	Clause number	Current Wording	Proposed heading	Clause number	Proposed Wording	Explanation
Continuous supply, quality and pressure not guaranteed	4.2	We are committed to providing a high quality water supply that meets the requirements of the Water Supply and Sewerage Service Standards Code and the Drinking Water Quality Code of Practice, and to minimising interruptions to your supply.	*Continuous supply, quality and pressure not guaranteed*	4.2	We are committed to providing a high quality water supply that meets the requirements of the Water Supply and Sewerage Service Standards Code and the Drinking Water Quality Code of Practice, and to minimising interruptions to your supply of *water services and sewerage services*.	
---	4.3	However, our water supply and sewerage services are subject to a variety of factors which include accidents, weather, the acts of third parties, the need to work on, re-configure and optimise the water and sewerage distribution systems. Accordingly, we are unable to guarantee that there will be no: (a) variations in water quality, pressure or the rate of flow from time to time; or (b) interruptions to your supply of water or sewerage services, within the limits set by the codes.	---	4.3	However, our *water and sewerage services* are subject to a variety of factors which include accidents, weather, the acts of third parties, the need to work on, re-configure and optimise the water and sewerage distribution systems. Accordingly, we are unable to guarantee that there will be no: (a) variations in water quality, pressure or the rate of flow from time to time; or (b) interruptions to your water ser*vices* or *sewerage services*, within the limits set by the codes.	

Current Heading	Clause number	Current Wording	Proposed heading	Clause number	Proposed Wording	Explanation
Correction of interruptions to your supply	4.4	If there is an interruption to your water supply or *sewerage services*, we will endeavour to correct it as soon as possible.	*Correction of interruptions to your supply*	4.4	If there is an interruption to your supply of *water services* or *sewerage services*, we will endeavour to correct it as soon as possible.	
Planned interruptions	4.5	We may interrupt your water supply or *sewerage services*: (a) in the circumstances permitted by the Consumer Protection Code; or (b) as permitted or required by applicable *law*.	*Planned interruptions*	4.5	We may interrupt your *water services* or *sewerage services*: (a) in the circumstances permitted by the Consumer Protection Code; or (b) as permitted or required by applicable *law*.	
Unplanned interruptions	4.9	In the case of an unplanned interruption to your services, you may call our faults and emergencies line on 13 11 93 for information on, among other things, the nature of the interruption and the estimated time of restoration of supply.	*Unplanned interruptions*	4.9	In the case of an unplanned interruption to your *water services or sewerage services*, you may call our faults and emergencies line on 13 11 93 for information on, among other things, the nature of the interruption and the estimated time of restoration of supply of your *water services* or *sewerage services* as applicable.	

Current Heading	Clause number	Current Wording	Proposed heading	Clause number	Proposed Wording	Explanation
Ask for identification.	5.1	You are entitled to ask our employees, contractors or agents attending your premises for identification before they ask you questions or carry out work. They carry photographic ActewAGL identity cards. If the employee, contractor or agent cannot, or does not, produce an identity card, they must leave the premises if requested to by the occupant.	*Ask for identification*	5.1	You are entitled to ask our employees, contractors or agents attending your premises for identification before they ask you questions or carry out work. They carry photographic ACTEW or ActewAGL identity cards. If the employee, contractor or agent cannot, or does not, produce an identity card, they must leave the premises if requested to by the occupant.	Amended to refer to ACTEW identity cards.

Current Heading	Clause number	Current Wording	Proposed heading	Clause number	Proposed Wording	Explanation
Are you having difficulties paying an account?	5.2	If you are having difficulties paying your account, you may call us to discuss alternative payment arrangements, including for *residential premises*: (a) advance payment or instalment payment plan options; (b) Territory Government assistance programs; and (c) independent financial counselling services.	*Are you having difficulties paying an account?*	5.2	If you are having difficulties paying your account, you may call us to discuss alternative payment arrangements, including for *residential premises*: (a) advance payment or instalment payment plan options; (b) Territory Government assistance programs; and (c) independent financial counselling services. You can also contact the *Energy and Water Consumer Council* on 6207 7740 to seek assistance.	Amended to include new paragraph with reference to the EWCC. Several occurrences of Essential Services Consumer Council were updated to reflect the current name being the Energy and Water Consumer Council.

Current Heading	Clause number	Current Wording	Proposed heading	Clause number	Proposed Wording	Explanation
You may request other information	5.6	You may request us to provide you with information regarding: (a) the services we supply to your premises; (b) meter readings for those services; or (c) your account. We will provide this information to the extent it is reasonably available to us.	*You may request other information*	5.6	You may request us to provide you with information regarding: (a) the *w*ater services and sewerage services we supply to your premises; (b) meter readings for those services; or (c) your account. We will provide this information to the extent it is reasonably available to us.	Amended to use consistent terminology.
---	5.7	You must pay our reasonable costs of providing any information that you have asked for, unless that information relates to account or metering information for the last account period, which will be provided free of charge.	---	5.7	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.

Current Heading	Clause number	Current Wording	Proposed heading	Clause number	Proposed Wording	Explanation
When we are permitted to contact you	5.8	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*	5.8	We are only permitted to contact you: (a) between 9.00am and 8.00pm weekdays; (d) between 9.00am and 5.00pm Saturdays and Sundays; and (e) not at all on ACT public holidays, unless there is an emergency or you give your consent.	
Compensation	5.10	You may be entitled to compensation if we fail to meet the minimum service standards described Schedule 1 of the Consumer Protection Code. The amount of any rebate is shown in the Code. To ascertain rebate details or apply for a rebate phone 13 14 93 and ask to be put through to the relevant complaints officer.	*Service failure rebate*	5.10	You may be entitled to a rebate if we fail to meet the minimum service standards described in Schedule 1 of the Consumer Protection Code. The amount of any rebate is shown in the Code. To ascertain rebate details or apply for a rebate phone 13 14 93 and ask to be put through to the Water Division complaints officer.	Amended to correct grammatical error, and use consistent terminology in clause.

Current Heading	Clause number	Current Wording	Proposed heading	Clause number	Proposed Wording	Explanation
Sewage overflow	5.13	If you have a sewage overflow in your premises due to a fault in our network, we will assist you to minimise the damage and clean up the sewage, as required.	*Sewage overflow*	5.13	If you have a sewage overflow in your premises due to a fault in our network, we will assist you to minimise the damage and clean up the sewage, as required. We do not have expertise to clean inside buildings and engagement by you of specialist cleaners is advised.	Amended to clarify cleaning for inside of affected buildings.

Current Heading	Clause number	Current Wording	Proposed heading	Clause number	Proposed Wording	Explanation
Schedules of Charges	6.1	Our charges for *water and sewerage services* are shown in our *Schedules of Charges.* A copy of each is available from us free of charge, on request.	Schedule of Charges	6.1	Our charges for *water and sewerage 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 the ActewAGL website at www.actewagl.com.au. If you are a charity, school, church or benevolent institution please contact us to ensure we are aware of your status as some charges are lower (see *Schedule of Charges* for details).	Amended to clarify that the schedule of charges forms part of the contract and where a copy can be obtained and to include amended (singular) definition for Schedule of Charges. Also amended to clarify that the lower charges for institutions such as charities are listed in the Schedule of Charges and that the institutions should ensure ActewAGL is aware of their status to ensure correct pricing.
---	6.3	The amount of the payment will be determined by us, subject to any limits imposed by applicable *law* (including any applicable Capital Contributions Code).	---	6.3	The amount of the payment will be determined by us, subject to any limits imposed by applicable *law*.	Superfluous words removed.

Current Heading	Clause number	Current Wording	Proposed heading	Clause number	Proposed Wording	Explanation
--	6.12	If we find we have undercharged you, we may adjust your account to collect the amount you were undercharged.	---	6.12	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.
GST	6.15	Supplies of water and sewerage services are not subject to GST, but some other services which may be provided to you by us will attract GST. The *Schedules of Charges* indicates which services attract GST and which do not.	*GST*	6.15	Supplies of *water and sewerage services* are not subject to GST, but some other services which may be provided to you by us will attract GST. The *Schedule of Charges* indicates which services attract GST and which do not.	Italics applied to draw in definition, and amended to use consistent terminology.

Current Heading	Clause number	Current Wording	Proposed heading	Clause number	Proposed Wording	Explanation
---	7.4	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.	---	7.4	You are entitled to have your security deposit (plus any interest) refunded if you pay your accounts by the due date for a continuous period of 12 months.	Amended to reflect the Consumer Protection Code.

Current Heading	Clause number	Current Wording	Proposed heading	Clause number	Proposed Wording	Explanation
---	9.1	We respect your privacy and are committed to complying with the *Privacy Act 1988*, the Information Privacy Principles in that Act and any other applicable law regarding privacy. For any enquiries concerning privacy or the personal information we hold about you, please contact our privacy officer on 13 14 93.	---	9.1	We respect your privacy and are committed to complying with the *Privacy Act 1988*, the National Privacy Principles in that Act and any other applicable law regarding privacy. For any enquiries concerning privacy or the personal information we hold about you, please contact our privacy officer on 13 14 93.	Amended legislation reference to the principles ActewAGL is required to comply with.
---	---	---	---	9.5	ActewAGL Distribution, and ActewAGL Retail acting under contract to ActewAGL Distribution, may cross reference your personal information across any electricity, natural gas, and water and sewerage services that are provided to you by ACTEW Corporation, ActewAGL Distribution, or ActewAGL Retail to check the accuracy of your contact details.	New clause which will allow us to provide more efficient utility services to customers by being able to check contact details.

Current Heading	Clause number	Current Wording	Proposed heading	Clause number	Proposed Wording	Explanation
Use of other personal information	9.5	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*	9.6	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.	Updated clause number due to insertion of new clause 9.5 – no change to terms.
Disclosure of information	9.6	We may disclose information about you (including your contact details and creditworthiness information) or your metering information, in the circumstances permitted by the Consumer Protection Code or as otherwise permitted or required by *law*.	*Disclosure of information*	9.7	We may disclose information about you (including your contact details and creditworthiness information) or your metering information, in the circumstances permitted by the Consumer Protection Code or as otherwise permitted or required by *law*.	
---	11.3	If we disconnect or restrict your supply under this clause, you must pay any applicable fee shown in the relevant *Schedule of Charges*.	---	11.3	If we disconnect or restrict your supply under this clause, you must pay any applicable fee shown in the *Schedule of Charges*.	Amended to remove reference to multiple schedules of charges.

Current Heading	Clause number	Current Wording	Proposed heading	Clause number	Proposed Wording	Explanation
---	11.5	A fee applies for reconnection or restoration of full supply, as shown in our relevant *Schedule of Charges*.	---	11.5	A fee applies for reconnection or restoration of full supply, as shown in our *Schedule of Charges*.	
Miscellaneous *Changes to this contract*	14.1	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.	Miscellaneous *Changes to this contract*	14.1	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 the ActewAGL website at www.actewagl.com.au.	Updated to include website reference.

Schedule 1

Current wording	Proposed wording	Explanation

Current wording			**Proposed wording**			**Explanation**
Access to our equipment	1.1	You must ensure our employees, contractors and agents have unhindered access to the water meter to read, test, replace or repair the meter, as well as unhindered access to any other of our infrastructure on your land. Except in an emergency, we must give you 7 days written notice of access to your land to repair or replace our *equipment*. Notice is not required in an emergency or for entry to land to read meters.	*Access to our equipment*	1.1	You must ensure our employees, contractors and agents have unhindered access to the water meter to read, test, replace or repair the meter, as well as unhindered access to any other of our infrastructure on your land. Except in an emergency, we must give you at least 7 days written notice of access to your land to repair or replace our *equipment*. Notice is not required in an emergency or for entry to land to read meters.	Amended to be consistent with legislative requirement.
Protection of our network	1.8	You must not without reasonable excuse, place or keep above or adjacent to an underground part of the *water and sewerage network*, any corrosive, abrasive, heavy or harmful material or substance that is likely to damage the network or endanger its safe or efficient operation.	*Protection of our network*	1.8	You must not without reasonable excuse, place or keep above or adjacent to an underground part of the *water and sewerage network*, any corrosive, abrasive, heavy or harmful material or substance that is likely to damage the *water and sewerage network* or endanger its safe or efficient operation.	Amended to use consistent terminology.
---	1.9	You may not damage the *water and sewerage networks* by excavating or conducting other work on the network, or entering a network facility without reasonable excuse.	---	1.9	You must not damage the *water and sewerage networks* by excavating or conducting other work on the network, or enter a network facility without reasonable excuse.	Amended for clarity.

Schedule 2

Current Definition wording		**Proposed Definition wording**		**Explanation**
ACTEW	ACTEW Corporation Limited ABN 86 069 381 960	*ACTEW (we us our)*	ACTEW Corporation Limited ABN 86 069 381 960	Clarification of the terms “we”, “us” and “our” as used in the contract
ActewAGL	the distribution arm of the ActewAGL joint venture, which is a partnership between ACTEW Distribution Limited and Alinta GCA Pty Ltd, trading as ActewAGL Distribution.	*ActewAGL*	the distribution arm of the ActewAGL joint venture, which is a partnership between ACTEW Distribution Limited and Jemena Networks (ACT) Pty Ltd, trading as ActewAGL Distribution, including the ActewAGL Retail partnership to the extent that the Retail partnership provides services, such as billing, to ActewAGL Distribution.	Name change to one of the partner companies. Also making clear that ActewAGL Retail is involved in some aspects of service provision by ActewAGL Distribution.
Energy and Water 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.	Amendment in anticipation of the new Civil and Administrative Tribunal which will absorb the EWCC.
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.*	*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.

Current Definition wording		**Proposed Definition wording**		**Explanation**
Schedules of Charges	the schedule of fees and charges for the supply of *water and sewerage services* published by us from time to time and the separate schedule of charges for connection to *water and sewerage services*.	*Schedule of Charges*	the schedule of fees and charges for the *water and sewerage services*, published by us and in force from time to time.	Amended for clarity and also to remove plurality as there is only one Schedule. The contract has been amended throughout to reflect the singular – we have not included every amended occurrence in this table.
supplier's licence	our licence or licences to supply water, and to provide *sewerage services*, through the *water and sewerage network*, issued under the *Utilities Act 2000*.	*supplier's licence*	our licence or licences to provide *water services*, and to provide *sewerage services*, through the *water and sewerage network*, issued under the *Utilities Act 2000*.	Amended to incorporate new definition.
		water services	means the utility services listed in section 11 of the *Utilities Act 2000*; other than the supply of recycled (or "non-potable") water.	Aligning a contract term with the term used in the Utilities Act.
		We, us, our	ACTEW	New definitions. The terms we, us, our have been individually defined as well as being referred to in the definition of ACTEW.