

## Amendments to the Electricity 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.
<b>Recitals</b>						
<i>Codes</i>	F	There are references to a number of codes throughout this contract. Contact the <i>ICRC</i> if you would like a copy.	<i>Codes</i>	F	There are references to a number of codes throughout this contract. Contact the <i>Independent Competition and Regulatory Commission</i> if you would like a copy or you can search the ICRC web site at <a href="http://www.icrc.act.gov.au/">http://www.icrc.act.gov.au/</a> .	Amended to include full name of commission in this first reference and clarify obtaining copies of a code.

Current heading	Current clause number	Current wording	Proposed heading	Proposed clause number	Proposed wording	Explanation
---	1.1	Enquiries or complaints should be directed to our enquiries line on <b>13 14 93</b> or submitted in writing to GPO Box 366, Canberra 2601. We are committed to resolving any enquiries or complaints as soon as reasonably possible.	---	1.1	<p><b>(a) Enquiries</b> in relation to your electricity supply should be directed as follows:</p> <p><b>1. Faults and emergencies</b> 13 10 93 (24 hour service)</p> <p><b>2. Retail and billing enquiries</b> 13 14 93</p> <p><b>(b) Complaints</b> can be directed to 6248 3519, or write to GPO Box 366, Canberra 2601.</p> <p>We will resolve any enquiries or complaints as soon as reasonably possible.</p>	Amended to include direct numbers for specific enquiries to improve customer assistance.
---	1.2	To report faults and emergencies, call our 24 hour service line on <b>13 10 93</b> .	---	---	---	Deleted as it is now incorporated into clause 1.1.

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Are you having difficulties paying an account?	5.2	<p>If you are having difficulties paying your account, you may call us to discuss alternative payment arrangements including, for residential premises:</p> <ul style="list-style-type: none"> <li>(a) advance payment or instalment payment plan options;</li> <li>(b) available Territory government assistance programs; and</li> <li>(c) information about independent financial counselling services.</li> </ul> <p>We will provide this information to you free of charge.</p>	Are you having difficulties paying an account?	5.2	<p>If you are having difficulties paying your account, you may call us to discuss alternative payment arrangements including, for residential premises:</p> <ul style="list-style-type: none"> <li>(a) advance payment or instalment payment plan options;</li> <li>(b) available Territory government assistance programs; and</li> <li>(c) information about independent financial counselling services.</li> </ul> <p>We will provide this information to you free of charge.</p> <p>You can also contact the <i>Energy and Water Consumer Council</i> on 6207 7740 to seek assistance.</p>	Amended to include reference to EWCC.
---	5.4	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.	---	5.4	If you have requested information under clause 5.3, you must pay our reasonable costs of providing that information, 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.	Updated to reflect the Consumer Protection Code.

<b>Current heading</b>	<b>Current clause number</b>	<b>Current wording</b>	<b>Proposed heading</b>	<b>Proposed clause number</b>	<b>Proposed wording</b>	<b>Explanation</b>
<i>When we are permitted to contact you</i>	5.5	<p>We are only permitted to contact you:</p> <p>(a) between 8.00am and 8.00pm weekdays;</p> <p>(b) between 9.00am and 5.00pm Saturdays and Sundays; and</p> <p>(c) not at all on ACT public holidays,</p> <p>unless there is an emergency or you give your consent.</p>	<i>When we are permitted to contact you</i>	5.5	<p>We are only permitted to contact you:</p> <p>(a) between 9.00am and 8.00pm weekdays;</p> <p>(b) between 9.00am and 5.00pm Saturdays and Sundays; and</p> <p>(c) not at all on ACT public holidays,</p> <p>unless there is an emergency or you give your consent.</p>	Updated to reflect the ConsumerProtection Code.
<i>Compensation</i>	5.7	<p>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.</p>	<i>Service Failure Rebate</i>	5.7	<p>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.</p>	Amended to use terminology consistent with the Consumer Protection Code.

<b>Current heading</b>	<b>Current clause number</b>	<b>Current wording</b>	<b>Proposed heading</b>	<b>Proposed clause number</b>	<b>Proposed wording</b>	<b>Explanation</b>
Charges <i>Schedule of Charges</i>	6.1	Our charges for electricity are shown in our <i>Schedule of Charges</i> . A copy is available from us free of charge, on request.	Charges <i>Schedule of Charges</i>	6.1	Our charges for electricity are shown in our <i>Schedule of Charges</i> . Our <i>Schedule of Charges</i> forms part of the terms of this contract and must be read in conjunction with this contract. A copy of our <i>Schedule of Charges</i> is available from us free of charge, on request or from our website at <a href="http://www.actewagl.com.au">www.actewagl.com.au</a> .	Amended to clarify that the schedule of charges forms part of the contract and where a copy can be obtained.
---	6.6	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.	---	6.6	You must pay an account by the due date shown on the account. We will give you at least 12 <i>Business Days</i> to pay from the date on which the account is sent to you, unless you agree to a shorter period.	Updated to reflect the Consumer Protection Code.
---	6.9	If we find we have undercharged you, we may adjust your account to collect the amount you were undercharged.	---	6.9	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 the Consumer Protection Code.

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---	7.4	<p>You are entitled to have your security deposit (plus any interest) refunded if you pay your accounts by the due date:</p> <p>(a) for a continuous period of 12 months; or</p> <p>(b) where the security deposit was required because of past illegal use of a service – for a continuous period of 2 years.</p>	---	7.4	<p>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.</p>	Amended to reflect the Consumer Protection Code.
<i>Testing of meters at your request</i>	8.8	<p>You may request us (or an <i>accredited</i> service provider) to test any of our electricity meters on the premises. The procedure in the Electricity Metering Code will then apply.</p>	<i>Testing of meters at your request</i>	8.8	<p>You may request us (or an <i>accredited</i> service provider) to test any of our electricity meters on the premises. We must carry out the test within 15 <i>Business Days</i> or as otherwise negotiated with you. You have the right to be present during the test. The procedure in the Electricity Metering Code will then apply.</p>	Amended to reflect Electricity Metering Code provisions.
<i>Faulty meters or incorrect readings</i>	8.11	<p>We will adjust your account as necessary if:</p> <p>(a) the metering equipment installed on your premises is defective; or</p> <p>(b) a check reading shows a reading to be incorrect.</p>	<i>Faulty meters or incorrect readings</i>	8.11	<p>We will adjust our record of your consumption as necessary if:</p> <p>(a) the metering equipment installed on your premises is defective; or</p> <p>(b) a check reading shows a reading to be incorrect.</p>	Amended for clarity.

<b>Current heading</b>	<b>Current clause number</b>	<b>Current wording</b>	<b>Proposed heading</b>	<b>Proposed clause number</b>	<b>Proposed wording</b>	<b>Explanation</b>
Use of your personal information  <i>Your right to privacy</i>	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.	Use of your personal information  <i>Your right to privacy</i>	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.	Amended legislation reference.
---	---	---	---	9.6	We may cross reference your personal information across any electricity, natural gas, and water and sewerage services that we provide to you to check the accuracy of your contact details.	New clause which will allow us to provide more efficient utility services to customers.
<i>Disclosure of information</i>	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.	<i>Disclosure of information</i>	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.	Updated clause number due to insertion of new clause 9.6 – no change to terms.
---	12.7	This is in addition to any compensation to which you may be entitled under 5.7.	---	12.7	This is in addition to any rebate to which you may be entitled under 5.7.	Consequential amendment due to amendment of clause 5.7.

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Miscellaneous <i>Changes to this contract</i>	14.1	We may make changes to this contract from time to time as permitted by the <i>Utilities Act 2000</i> . 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 <i>Changes to this contract</i>	14.1	We may make changes to this contract from time to time as permitted by the <i>Utilities Act 2000</i> . 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 <a href="http://www.actewagl.com.au">www.actewagl.com.au</a> .	Updated to include website reference.

## Schedule

<b>Current Defined Term</b>	<b>Current wording</b>	<b>Proposed Defined Term</b>	<b>Proposed wording</b>	<b>Explanation</b>
<i>connection point</i>	the boundary between <i>ActewAGL's electricity network</i> and <i>your equipment</i> , as defined in the Electricity Network Boundary Code.	<i>connection point</i>	the boundary between <i>the distributor's electricity network</i> and <i>your equipment</i> , as defined in the Electricity Network Boundary Code.	Amended to reflect full retail contestability.
<i>Essential Services Consumer Council</i>	the council established under Part 11 of the <i>Utilities Act 2000</i> , which is a consumer protection and advisory body for utility services in the ACT.	<i>Energy and Water Consumer Council</i>	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 absorption into the new Civil and Administrative Tribunal.
<i>interest</i>	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 <i>Supreme Court Act 1933</i> . <sup>1</sup>	<i>interest</i>	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 <i>Court Procedure Rules 2006</i> .	Updated legislation reference.

<b>Current Defined Term</b>	<b>Current wording</b>	<b>Proposed Defined Term</b>	<b>Proposed wording</b>	<b>Explanation</b>
<i>Schedule of Charges</i>	the schedule of fees and charges for electricity supply published from time to time by us.	<i>Schedule of Charges</i>	the schedule of fees and charges for electricity supply published by us and in force from time to time.	Amended for clarity.