

NSW Natural gas customer charter

ActewAGL customer charter for
NSW natural gas customers

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1. About ActewAGL

ActewAGL is an electricity and natural gas utility company that is based in the Australian Capital Territory with some interstate business, and provides skilled services elsewhere in Australia and overseas.

Ownership of ActewAGL is shared equally between AGL and ACTEW Corporation, a Territory Owned corporation.

2. About this customer charter

This customer charter summarises your rights and obligations as an ActewAGL Retail customer if you are supplied with natural gas in NSW under an ActewAGL Retail standard form customer supply contract. The ActewAGL Retail standard form customer supply contract applies to you if you have not entered into a separate negotiated contract for the supply of natural gas.

If you would like to read your standard form customer supply contract in full call us on **13 18 86** and we'll send you a copy in normal or large print for no charge. Alternatively, you can inspect a copy of the standard form customer supply contract on our website at actewagl.com.au or at the ActewAGL Home Connect store at 182–200 City Walk, Canberra, ACT.

3. Our responsibilities to you

We are committed to meeting our obligations under our standard form customer supply contract, and to providing you with a high and consistent level of customer service.

Connection, supply and distribution standards

We or your distributor will provide, install, and maintain the equipment necessary to supply natural gas to your address, including the meter and associated equipment.

Subject to clause 7 we will:

- supply you with natural gas that complies with the applicable government and industry standards
- interrupt supply only for maintenance or repair, for installation of a new connection, in an emergency, or for health and safety reasons

- give four days notice of planned maintenance of the distribution system at your address
- give 24 hours notice of any other work which will interrupt supply
- commence services or work to remedy the disruption within two business days where supply is interrupted and it is within our power to remedy the disruption.

Information we will provide to you on request

On request, and subject to provisions in the contract, we will provide you with:

- information about alternative price plans
- advice on the most cost-effective way to use natural gas
- information about the current status of your bill and meter readings
- copies of previous bills issued by us
- a copy of the distribution standards that apply to you
- advice on protection of our equipment and the distribution system
- an explanation for any change in the quality of the supply of natural gas outside the limits allowed by the distribution standards
- an explanation of any unplanned maintenance and/or interruption to supply at the supply address.

Use and disclosure of personal information by ActewAGL

ActewAGL collects personal information from you, such as your name and address, for the primary purpose of supplying you with natural gas and for the related purposes of billing and account management, business planning and development, product development and providing you with information about and supplying you with the goods or services of other members of the ActewAGL group and of other organisations. If you do not wish to receive any information apart from your bills, please advise us by calling 13 18 86.

On request we will give you access to any personal information we hold about you. We may be required by law to refuse such access.

We may disclose your personal information to other organisations such as your distributor, other suppliers (to implement last resort supply arrangements), billing agents, and law enforcement agencies. We may use or disclose your personal information where required under a court order, to prevent injury or to investigate unlawful activities.

To the extent permitted by law, we may also exchange information about your creditworthiness, credit standing, credit history or credit capacity with credit reporting agencies, other credit providers, the distributor, other suppliers, or agents, contractors and franchisees, for the purposes of assessing an application by you for credit or notifying these parties of a credit default by you.

4. Your obligations as a customer

Your obligations as an ActewAGL customer include to:

- not misuse natural gas, sell or redirect it to any other person, tamper with or bypass the meter, or use natural gas for a different purpose than that agreed with ActewAGL
- keep the natural gas installation at your address in safe condition, protect ActewAGL's equipment from damage and interference, and only allow an accredited natural gas installer to perform work on your system
- give us and the distributor safe, convenient and unhindered access to the supply address and the meter.

5. Price plans and billing

The price of natural gas supplied to you

Your price plan and charges under the standard form contract will be no more than the maximum charge specified in any natural gas pricing orders issued by, or alternative pricing principles agreed with, the Independent Pricing and Regulatory Tribunal (IPART). We will publish a notice of our price plans and any variations to them in a newspaper circulating in the relevant areas and on our website. You will

be notified of price plan changes that will affect you as soon as practicable, and no later than your next bill.

You may transfer to another price plan, where available, provided that you apply to be transferred in advance and you meet the conditions under which the price plan is offered. We will advise you of the result of your application within five business days.

Billing

We will issue you with a bill either every two or three months depending on your pricing plan. Your bill will be based on the amount of natural gas identified as having been delivered to your supply address and any supply charges or minimum bill charges.

If we provide you with goods or services in addition to natural gas, those items may be billed separately, or included as separate items on your natural gas bill.

Undercharging or overcharging

If there are errors in your bill or if we are informed of errors in the amount of natural gas delivered to your supply address, we will address these errors in the manner outlined below.

Where you have been undercharged we will either send you a special bill that lists the amount undercharged, or include the amount undercharged as a separate item in your next bill. Where you have been undercharged we will only seek to recover amounts undercharged in the 9 months prior to your last bill. We will not charge you interest on the undercharged amount, and we will allow you to pay the undercharged amount in instalments if you wish.

Where you have been overcharged more than \$50 we will inform you of the overcharging within 10 business days of our becoming aware of the error, reimburse the amount overcharged and pay you interest on that amount. Where you have been overcharged less than \$50 we will credit the amount and interest on the amount to your next bill.

6. Payment

You must pay to us the amount shown on each bill by the pay-by date. This date will be at least 13 business days from the date

the bill was posted to you. You have the option of paying by cash, cheque or credit card at our offices or those of our agents, by post by means of a cheque or credit card, by telephone by credit card, by direct debit from a cheque, savings or credit card account, and if you request, payment in advance.

To the extent permitted by law, we may charge you interest on any amounts owing that are not paid by the pay-by date and which we have not agreed to defer.

Payment difficulties

If you are a residential customer and your account has been in arrears, we may provide you with the option of negotiating an instalment plan.

We will also provide you with information about, and referral to, any government assistance programs, and with information about independent financial counselling services. We may also offer you the option of paying on an instalment plan if you are a business customer.

Rebates and relief schemes

On request, if you are a residential customer, we will provide free-of-charge information on any concessions, rebates or grants that are available and their eligibility requirements.

As at October 2002, the only relevant rebate is the NSW Government's pensioner energy concession, which contributes a fixed amount per year to eligible concession-holders' cost of electricity and gas and is applied to the electricity bill only. Contact your electricity supplier with your concession number if you are not currently receiving this rebate.

Refundable advances

We may require you to provide a refundable advance or security deposit before connection to supply or before continuation of supply. If we do require a refundable advance or security deposit from you, we will pay interest when it is returned at the rate payable by the Commonwealth Savings Bank on Savings Bank Deposits at call of the same amount.

ActewAGL will ensure the amount of any refundable advance or security deposit you are required to pay does not exceed any maximum amount imposed by IPART.

If you are a business customer, the amount of the refundable advance will be calculated so that it is sufficient to secure payment for the current period charges on your supply account. If you are a business customer we will also accept a security levy or a bank guarantee instead of a refundable advance.

Within 10 business days of your completing two years of payment by the pay-by date we will credit to your next bill (unless you instruct otherwise) the refundable advance with any interest.

7. Discontinuation of supply

Discontinuation at your request

If you want us to discontinue supply of energy to your premises, you must give us at least three business days notice of your intent to leave the supply address and the date on which you will leave. You must also provide a forwarding address to which a final bill may be sent.

Circumstances where we may discontinue supply

We may discontinue supply to your address:

- where you fail to pay your bill or make satisfactory payment arrangements with us
- where you fail to allow us access to your supply address and the meter
- where you have obtained supply of natural gas in breach of any regulatory requirement
- where you fail to pay a refundable advance or provide a bank guarantee where required by us
- in an emergency.

Limitations on discontinuation of supply by us

We will not discontinue supply of natural gas:

- before we have given you the notice set out in the guaranteed customer service standards below
- for non-payment, where you have an application pending for assistance under a government-funded rebate or relief scheme or a payment plan operated by us

- where a formal complaint directly related to the reason for the discontinuation remains unresolved
- after 3.00pm Monday to Thursday, on a Friday, Saturday or Sunday, on a public holiday or on the day before a public holiday, except in the case of a planned interruption.

In an emergency we are permitted to disconnect without notice.

If we terminated supply to your supply address this does not affect your rights or obligations which existed before the date of termination and you will continue to have access to our complaints and dispute resolution process.

8. Our guaranteed customer service standards

The guaranteed customer service standards below form part of the standard form customer supply contract between you and us.

Compliance with applicable laws

The standard form customer supply contract and this charter comply with the *Gas Supply Act 1996*, the *Gas Supply (Natural Gas Retail Competition) Regulation 2001* and other applicable laws.

Telephone hotlines

We will inform you of any relevant local-call-rate telephone service that operates seven days a week and 24 hours a day and can receive notice of, and give information concerning faults and difficulties in gas works.

We will provide a local-call-rate telephone service that operates during business hours and can receive notice of, and give information concerning, your bill and services arranged by us.

No discontinuance of supply except after due notice

If we become authorised to discontinue supply of natural gas to you under a law or our contract with you we will not discontinue supply (except in an emergency or at your request) unless we have:

- sent you at least two written notices at least one week apart of our intention to do so; and

- made reasonable attempts to deal with you in person or by telephone, for the purpose of helping you do whatever is necessary to remove the grounds for discontinuation.

If all attempts to contact you are unsuccessful, we will make at least one further attempt outside business hours and will not discontinue supply until after the date specified in the last notice, or if before that date you request that the complaint be referred to the Energy and Water Ombudsman, until the matter is determined by the Energy and Water Ombudsman.

Notice given to you after discontinuation of supply

If we discontinue supply of natural gas to your address we will give you a notice setting out why supply was discontinued, a telephone number to contact to discuss the discontinuation with us, what you need to do to have supply recommence (including any costs that apply) and dispute resolution procedures available in relation to disputes between you and us.

Recommencement of supply

When you pay your bill, or agree with us on how to pay it, or otherwise rectify the reason for your discontinuation, we will reconnect your natural gas supply on your request if you pay the relevant reconnection fee.

Punctuality in keeping appointments

If we or our representatives are more than 15 minutes late for an appointment with you we will pay you at least \$25 by way of compensation for the delay.

9. Customer enquiries and complaints

If you have an enquiry or complaint, contact us on 13 18 86 and we will try to resolve it straight away. We are available 24 hours a day, seven days a week. Or if it is more convenient, write to us at GPO Box 366, Canberra, ACT, 2601.

If you call us with an enquiry or complaint we will try to resolve it over the telephone. Alternatively or in addition, if you write to us with an enquiry or complaint we will review your enquiry or complaint and respond to you in writing within 28 days. It is our aim to settle any concerns quickly and as fairly as possible.

If you are unhappy with the response you receive from your first point of contact (whether over the telephone or by written enquiry or complaint), you may have your enquiry or complaint reviewed at a higher level. This process elevates your enquiry or complaint through to the appropriate manager.

If following review and written response from one of our managers you are still not satisfied, you may contact the Energy and Water Ombudsman for further review. The office of the Energy and Water Ombudsman can be contacted by the following means:

- in person: Level 10, 323 Castlereagh Street, Sydney, NSW
- mail: PO Box K1343, Haymarket, NSW, 1240
- telephone: 1800 246 545
- facsimile: 1800 812 291

The Ombudsman can investigate and resolve disputes between you and us. It is an independent service available without charge to domestic and business customers.

10. Choice of natural gas supplier

In some parts of NSW customers have the right to be supplied natural gas from authorised natural gas suppliers*. In NSW these include:

- ActewAGL Retail 13 18 86
- AGL Retail Energy Limited 13 12 45
- Country Energy 13 23 56
- EnergyAustralia 13 15 35
- Integral Energy 13 10 81
- Origin Energy LPG Limited 13 24 61.

* Companies authorised to supply natural gas in NSW who are actively supplying natural gas to small retail customers (consuming less than 1,000 gJ per year). Source: NSW Independent Pricing and Regulatory Tribunal 2002. Companies authorised to supply natural gas in NSW, IPART website, <www.ipart.nsw.gov.au> (accessed October 2002).

actewagl.com.au

Customer enquiries

13 14 93 – electricity, water, sewerage

13 18 86 – natural gas

Emergencies and faults

13 10 93 – electricity

13 11 93 – water, sewerage and stormwater

13 19 09 – natural gas

24 hours

Postal address

ActewAGL

GPO Box 366

Canberra ACT 2601

Language assistance

If you require interpreter services or wish to obtain information in a language other than English, please call the number below.

如果您需要幫助，請打電話給下面的號碼。

¿Necesita un intérprete? Llame al número indicado abajo.

هل تحتاج إلى مترجم؟ اتصل بالرقم أدناه.

Trebate li pomoć tumača? Nazovite niže navedeni broj.

Nếu quý vị cần sự giúp đỡ, vui lòng gọi số bên dưới.

Se vi serve un interprete, telefonate al seguente numero.

Αν χρειάζεστε διερμηνέα, τηλεφωνείτε στον αριθμό παρακάτω.

13 14 50

24 hours

ActewAGL

ActewAGL Retail ABN 46 221 314 841 a partnership of ACTEW Retail Ltd ABN 23 074 371 207 and AGL ACT Retail Investments Pty Ltd ABN 53 093 631 586.