

Australian Capital Territory

# Utilities (Variation of Industry Code) Determination 2005 (No 2)

Disallowable instrument DI2005–132

made under the

***Utilities Act 2000*, section 61**

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## **1 Name of instrument**

This instrument is the *Utilities (Variation of Industry Code) Determination 2005 (No 2)*.

## **2 Commencement**

This instrument commences on 1 July 2005.

## **3 Variations to Consumer Protection Code**

The Commission has determined the variations to the Consumer Protection Code detailed in the Attachment to this instrument.

## **4 Transitional provision**

Licensees will have four months from the date of commencement of this instrument in which to make the administrative changes necessary to comply with clauses 11.5 and 13.5(1)(u)(iii) of the Consumer Protection Code as varied by the instrument. During that period, Licensees will be required to maintain compliance with the Consumer Protection Code as it existed immediately before the date of commencement of this instrument.

## **5 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 at Level 7, Eclipse House, 197 London Circuit, Civic ACT, and on the Commission's website ([www.icrc.act.gov.au](http://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.

Paul Baxter  
Senior Commissioner  
for the Independent Competition and Regulatory Commission  
28 June 2005

## ATTACHMENT

### Variations to Consumer Protection Code

#### INTRODUCTION

In paragraph 1:

*omit*

consumers (including customers)

*substitute*

customers and consumers

In paragraph 2:

*omit*

(“contestable”)

(“non-contestable”)

contestable

*omit*

everything after Part 4

*substitute*

Part 4 applies to suppliers of electricity and gas to small, non-franchise customers. Part 5 deals with marketing of electricity and gas supply services to franchise customers and small non-franchise customers. Part 6 deals with customer transfers and new supply arrangements.

#### CLAUSE 3.1

*before clause 3.1(1), omit*

four parts:

*substitute*

six parts:

#### CLAUSE 3.1(4)

*Substitute*

- (4) Part 4 applies to Gas Suppliers and Electricity Suppliers of Small Non-Franchise Customers. It specifies matters that must be addressed in Negotiated Customer Contracts for the provision of electricity supply services and gas supply services.

- (5) Part 5 deals with marketing of electricity and gas supply services to franchise customers and small non-franchise customers.
- (6) Part 6 deals with customer transfers and new supply arrangements.

## CLAUSE 3.2

*substitute*

### 3.2 Application – Consumers and Customers

For the purposes of this Code:

- (1) Consumer has the meaning given by the *Utilities Act 2000*<sup>1</sup>
- (2) Customer has the meaning given by the *Utilities Act 2000*<sup>2</sup>

Note: Usually the Customer of a Utility Service is also 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.
  - A Customer may not be the only occupant of the Premises supplied under the Customer Contract. For example, in a household of four people, there may be one Customer and three Consumers.
- (3) 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.

## CLAUSE 3.4

*substitute*

### 3.4 Schedule 1: Minimum Service Standards

Minimum Service Standards are specified in Schedule 1, and are part of this Code.

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<sup>1</sup> *Utilities Act 2000* s 17(1): ‘Customer’ for a utility service, means –

- (a) a person for whom the service is provided under a customer contract; or
- (b) a person who has applied, orally or in writing, to the relevant utility for the service to be provided under a customer contract.

<sup>2</sup> *Utilities Act 2000* Dictionary: ‘Consumer’, in relation to a utility service, means –

- (a) a customer for the services; or
- (b) an occupier of a customer’s premises to which the service is provided;

and includes an invitee of the customer or occupier.

## **PART 2**

*before Part 2.1, insert*

### **Application:**

- (1) This Part applies to all Utilities, and to Franchise Customers and Non-Franchise Customers.
- (2) Utilities providing services to large Non-Franchise Customers may agree with those Customers terms and conditions other than those specified in this Part.

## **PART 2.2**

*omit*

PART 2.2 PROTECTION OF CONSUMERS

*substitute*

PART 2.2 PROTECTION OF CUSTOMERS AND CONSUMERS

## **CLAUSE 5(1), (2), (3) and (4)**

*omit*

Consumer

*substitute*

Customer or Consumer

## **CLAUSE 5 – New clause 5(5) and (6)**

*insert*

- (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.

## **CLAUSE 6**

*omit*

### **6 COMPLAINTS AND DISPUTE RESOLUTION**

*substitute*

### **6 COMPLAINTS**

## **CLAUSE 6.1**

*omit*

### **6.1 Consumer Complaints Procedures**

*substitute*

### **6.1 Complaints Procedures**

*omit*

Consumer

*substitute*

Customer or Consumer

## **CLAUSE 6.3**

*omit*

### **6.3 Addressing the Complaint of a Consumer**

*substitute*

### **6.3 Addressing Complaints**

*omit*

Consumer

*substitute*

Customer or Consumer

## **CLAUSE 6.4**

*omit*

Consumer

*substitute*

Customer or Consumer

## **CLAUSE 7**

*omit*

7 CONSUMER INFORMATION

*substitute*

7 PROVISION OF INFORMATION

## **CLAUSE 7.1, 7.2 and 7.3**

*omit*

Consumer

*substitute*

Customer or Consumer

## **CLAUSE 8.1(1)**

*omit*

8.1 Requirements for Effective Notice to Consumer

*substitute*

8.1 Requirements for Effective Notice to Customer or Consumer

*omit everything before paragraph (a), substitute*

(1) 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:

## **CLAUSE 8.1(1)(a), (b), (c) and (d)**

*omit*

Consumer

*substitute*

Customer or Consumer

#### **CLAUSE 8.1(2)**

*omit*

#### **CLAUSE 8.2**

*before*

If a utility has followed the procedures

*insert*

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),

*omit*

Consumer

*substitute*

Customer or Consumer

#### **CLAUSE 8.2(2) and (3)**

*substitute*

- (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 or electronic mail, when it was sent.

Note: The *Legislation Act 2001*(ACT) can be viewed on the ACT Legislation Register at [www.legislation.act.gov.au](http://www.legislation.act.gov.au). Section 250 of that Act describes when service will be taken to be effected, with reference to delivery by particular means.

#### **CLAUSE 9.1(1)**

*substitute*

- (1) A Utility must prepare a statement summarising the rights of Customers, Consumers and the Utility under the Act, this Code and the relevant Customer Contract with respect to the Utility Service provided by the Utility under the Customer Contract (“Summary”).

#### **CLAUSE 9.2**

*substitute*

## 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;
- (b) Customers' and Consumers' right to information;
- (c) Customers' and Consumers' right to complain about a Utility's conduct and service levels, and who complaints can be made to.

### Utility Rights

- (d) the right of a Utility to payment for services provided to a Customer;
  - (e) the right of a Utility to disconnect or restrict supply to a Customer for non-payment of a Customer Account;
  - (f) 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:
- (a) interpreter services; and
  - (b) non-English and other versions of the Summary.

## **CLAUSE 9.3 and 9.4**

*omit*

Consumer

*substitute*

Customer or Consumer

## **CLAUSE 10**

*omit*

Consumer

*substitute*

Customer or Consumer



## CLAUSE 11

*substitute*

### **11 Obligation to Comply with Minimum Service Standards**

#### **11.1 Compliance by Utilities with Minimum Service Standards**

A Utility must comply with all applicable Minimum Service Standards set out in Schedule 1 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 *Emergency Management Act 1999* (ACT) or any other Law, prevent the Utility from complying with the Minimum Service Standards in Schedule 1 of this Code.

#### **11.2 Obligation to Pay Rebate for Non-Compliance**

- (1) If:
  - (a) a Utility does not comply with its obligations under clause 11.1; and
  - (b) there is a resultant liability to pay a rebate prescribed in Schedule 1 to an affected Customer or Consumer; and
  - (c) the affected Customer or Consumer has, within three months of the incident of non-compliance by the Utility, applied to the Utility for the rebate;

the Utility must pay the rebate.

- (2) A Utility is not required by clause 11.2(1) to pay more than one rebate to each affected Premises per event of non-compliance with the performance standards.<sup>3</sup>

#### **11.3 Method of Payment of Rebate**

##### Payment of rebates to Customers

- (1) A Utility required under this Code to pay a rebate to a Customer may pay the rebate:
  - (a) by cash or cheque or as otherwise agreed by the Customer; or

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<sup>3</sup> Example: A family of 2 adults and 3 children have had gas supply to their home interrupted and have not been given the required notice of interruption. The family would be eligible for 1 rebate, not 5 rebates.

- (b) by deducting the amount of the rebate from the amount payable by the Customer under the next Customer Account which is due after the rebate became payable; or
- (c) if the Utility is an Electricity Distributor, the rebate may be paid by the Utility to Customer's Electricity supplier, to be deducted from the amount payable by the Customer under the next Customer Account which is due after the rebate becomes payable; or
- (d) if the Customer has discontinued the Utility Service, the rebate may be paid directly to the Customer or as otherwise agreed by the Customer.

#### Payment of rebates to Consumers

- (2) A Utility required under this Code to pay a rebate to a Consumer who is not a Customer may pay the rebate directly to the Consumer or as otherwise agreed by the Consumer.

#### **11.4 Rebates to be Paid in Addition to Damages**

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 law.

#### **11.5 Information to be provided to Customers and Consumers**

- (1) A Utility must inform a Customer of:
  - (a) the Minimum Service Standards in Schedule 1 of this Code; and
  - (b) the Customer's entitlement to apply for a rebate if those standards are not met; and
  - (c) the process to be followed by a Customer applying 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 of Consumer and Utility Rights prepared under Clause 9 of this Code; or
  - (b) for all other Customers, by including this information in the Utility's contract with the 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.
- (4) A Utility must, on request, provide a Consumer with the information listed in 11.5(1) in relation to the minimum standard for services provided by the Utility to the Premises occupied by the Consumer.

#### **CLAUSE 13.5(1)(h)**

*omit*

Delivery Point Identifier

*substitute*

Distribution Point Identifier

#### **CLAUSE 13.5(1)(u) – New clause 13.5(1)(u)(iii)**

*insert*

- (iii) how to claim a rebate from the Utility if the Minimum Service Standards in Schedule 1 of this Code are not met;

#### **CLAUSE 13.1(2)**

*omit*

sub-clauses 13.3(1)(u)(iii) and (iv)

*substitute*

sub-clauses 13.5(1)(u)(iv) and (v)

### **PART 3**

*omit*

footnote to heading of Part 3.

*before Part 3.1, insert*

#### **Application:**

This Part applies only to Utilities licensed to provide Utility Services to Franchise Customers.

#### **CLAUSE 17.1, 17.2**

*omit*

the Premises of a Customer

*substitute*

Premises supplied under a Customer Contract

#### **CLAUSE 17.3**

*omit*

the Premises of a Customer

*substitute*

Premises supplied under a Customer Contract

**CLAUSE 17.3(2)**

*after*

Customer

*insert*

or the occupier of the Premises

**CLAUSE 17.4(3)**

*omit*

the Premises of a Customer

*substitute*

residential Premises

**CLAUSE 17.4(4)**

*omit*

Premises of that Customer

*substitute*

Premises supplied under the Customer Contract

**CLAUSE 17.4(5) and (6)**

*Omit*

the Premises of a Customer

*Substitute*

residential Premises

**CLAUSE 19.1**

*omit*

the Premises of a Customer

*substitute*

Premises supplied under a Customer Contract

**CLAUSE 19.1(8)**

*omit*

Premises of the Customer or another Customer

*substitute*

Premises or to the Premises of another Customer

#### **CLAUSE 19.2(2)**

*substitute*

- (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 19.2(1); and
  - (b) in any event, does not exceed 12 hours.

#### **CLAUSE 19.2 – New clause 19.2(3) and (4)**

*omit*

Clause 19.2(3)

*insert*

- (3) For the purposes of the Minimum Service Standards in the Schedule to this Code, notice to a Customer or Consumer of a Planned Interruption may, where notice to individual premises under clause 19.2(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 19.2(1).
- (5) Clauses 19.2(1), (3) and (4) do not apply to Premises that have been registered as a supply address under clause 10.1.

#### **CLAUSE 19.3(2)**

*omit*

subject to other reasonable priorities.

*substitute*

and in any event within 12 hours.

#### **CLAUSE 19.4**

*omit*

a Customer

*substitute*

each Premises

#### **CLAUSE 20.1(1)(d)**

*omit*

(whether for the Customer's current Premises or other Premises)

#### **PART 4**

*substitute*

##### **Application:**

This Part only applies to small Non-Franchise Customers.

#### **CLAUSE 24**

*substitute*

#### **24 Cooling off period under Negotiated Customer Contract**

- (1) A Negotiated Customer Contract must make provision:
  - (a) for a cooling-off period, commencing on, and concluding not less than 10 Business Days after, the day the contract is made; and
  - (b) that the Utility is not entitled to the payment of any costs, compensation or any other amount as a consequence of a termination of contract during the cooling-off period, other than charges payable in respect of any Utility Service supplied, or any other services provided, under the contract.
- (2) Except where a Negotiated Customer Contract has been negotiated and concluded in a door-to-door trading situation, a Utility may commence the supply of gas or electricity to the Premises of a Customer during the cooling-off period.

#### **25 Rescission under Negotiated Customer Contract**

- (1) A Negotiated Customer Contract must make provision for a Customer to rescind the contract within six months of the date of commencement of the contract if a Marketer was in serious breach of their obligations under clause 29 of this Code.

- (2) A right of rescission conferred under this clause may be exercised notwithstanding:
  - (a) affirmation of the contract by the Customer; or
  - (b) the execution of the contract.
- (3) In order to exercise a right of rescission a Customer must give notice, in writing, to the Utility indicating the Customer's intention to rescind the contract. A notice of rescission must be given to the Utility:
  - (a) in person; or
  - (b) delivered or posted to the address of the Utility.
- (4) Nothing in this part affects other rights in Law or in equity that the Customer may have in relation to the contract or the conduct of the Marketer.

## **26 Notice where negotiated customer contract ends**

- (1) Not less than four weeks before the end of the period of supply of gas or the supply of electricity under a Customer Contract, the relevant Utility must give notice to the Customer advising that the contract period is due to come to an end on a specified date, subject to provisions referred to in clause 24(2).
- (2) The notice must also advise the Customer:
  - (a) what are the options of the Customer, including to negotiate a new Customer Contract with the Utility or with another Utility; and
  - (b) of the Charges and terms and conditions that will apply to the Customer beyond the end of the period of supply of gas or the supply of electricity if the Customer fails to negotiate a new Customer Contract with the Utility or with another Utility.

## **28 Security Deposit**

### **28.1 Repayment of Security Deposits**

If a Utility has required a Customer to pay a security deposit, the Utility must repay the security deposit (including interest earned, if any) to the Customer if the Customer pays his or her Customer Accounts on or before the date they are due for a continuous period of 12 months.

### **28.2 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.

## **27 Utility to make Contract available to Customers**

- (a) A Utility must make a copy of a Negotiated Customer Contract available to the Customer, free of charge.
- (b) A Utility may charge a Customer the reasonable cost of providing any additional copies of a Negotiated Customer Contract.

## **CLAUSE 25, 26**

*omit*

## **PART 4.2**

*omit*

## **PART 4.3**

*omit*

### **PART 4.3      MARKETING OF ELECTRICITY AND GAS SUPPLY SERVICES**

Clauses 28 – 30 concern Consumers. Clause 31 addresses matters that Utilities must include in Negotiated Customer Contracts and is therefore specific to Customers.

*substitute*

### **PART 5          MARKETING OF ELECTRICITY AND GAS SUPPLY SERVICES**

#### **Application:**

This Part only applies to Franchise Customers and small Non-Franchise Customers.

## **CLAUSE 28.1**

*omit*

Consumers

*substitute*

Customers and Consumers

## **CLAUSE 28.2, 29.1, 29.2**

*omit*

Consumer

*substitute*



Customer or Consumer

#### **CLAUSE 29.3(2)**

*omit*

#### **CLAUSE 30, 31**

*omit*

#### **NEW PART 6**

*After clause 29, insert*

### **PART 6 CUSTOMER TRANSFERS AND NEW SUPPLY ARRANGEMENTS**

#### **Part 6.1 New supply arrangements**

##### **31 Contract information**

- (1) A Utility shall provide the following information, in writing, to a Customer within two Business Days of entering into a contract with a Customer, unless this information has been previously supplied, in writing, to the Customer:
  - (a) the full terms, conditions and applicable costs of the contract including the period of the contract;
  - (b) advice to the Customer that the Customer has the right to cancel the contract,
  - (c) a Utility contact point which the Customer may contact for further information or to cancel the contract;
  - (d) reference to any Territory Government sponsored rebates or concessions that the Utility provides that the Customer may be eligible for; and
  - (e) how to make a complaint against the Utility.
- (2) Any information provided to a Customer under clause 31(1) must be in simple and straightforward language.

##### **32 Informed Consent**

- (1) A Utility must not transfer the supply of electricity or gas supply of a Consumer unless the Utility has the informed consent of the Consumer.
- (2) For the avoidance of doubt, clause 32(1) also applies where a Consumer is transferring the terms of supply from a Utility's Standard Customer Contract to a Negotiated Customer Contract with the same Utility.

- (3) For the purposes of this part, a Consumer is taken to have given informed consent if the Consumer:
- (a) has been fully and accurately informed of what the Consumer is consenting to; and
  - (b) understands what they are consenting to; and
  - (c) gives consent:
    - (i) in writing; or
    - (ii) in a form that would meet the requirements of the *Electronic Transactions Act 2001*.

## **Part 6.2 New Occupants**

### **33 New occupants**

- (1) In the absence of an existing Customer Contract in relation to the supply of gas or electricity to a Consumer's Premises, if a Consumer commences taking supply of gas or electricity from a Utility at the Consumer's Premises, the Utility, upon becoming aware that the Consumer is being supplied with gas or electricity must give written notice to the Consumer advising:
- (a) that, if the Consumer wishes to continue to be supplied with gas or electricity at the Premises, the Consumer must arrange a Customer Contract with that Utility or another Utility;
  - (b) any charges that the Consumer is liable to pay and the date from which those charges are incurred; and
  - (c) the circumstances in which the Utility may arrange for disconnection of supply and the date on or after which the supply of gas or electricity to the Consumer's Premises may be disconnected.
- (2) The advice must be given as soon as practicable after the Utility becomes aware of the event.

#### **DICTIONARY – “Delivery Point”**

##### *Substitute*

“Distribution Point” means a point on a gas Network at which gas is withdrawn for delivery to a Customer or Consumers

#### **DICTIONARY – “Delivery Point Identifier”**

##### *Substitute*

“Distribution Point Identifier” means the numeric or alpha numerical name of a Distribution Point.

## DICTIONARY – “Franchise Customer”

*substitute*

“Franchise Customer” has the meaning given by the *Utilities Act 2000*.

## DICTIONARY – “Non-Franchise Customer”

*substitute*

“Non-Franchise Customer” has the meaning given by the *Utilities Act 2000*.

Note:

In DI 2003-20, the Minister declared a Non-Franchise Electricity Customer to be:

- (a) A person who owns or occupies Premises at which the consumption of electricity exceeds 100 megawatt hours in a consumption period.

A person who –

- (i) owns or occupies Premises at which the consumption of electricity does not exceed 100 megawatt hours in a consumption period; and
- (ii) enters into a negotiated contract for the supply of electricity with the same or another electricity supplier on or after 1 July 2003.

(For the purposes of this declaration, a consumption period is any period of 12 consecutive months.)

In DI 2001-94, the Minister declared a Non-Franchise Gas Customer to be a person who has given notice to the local gas supplier under that instrument that they will become a non-franchise Customer on the day nominated in the notice.

## DICTIONARY – New definitions

*insert*

**“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.

**“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.

**“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 Essential Services Consumer Council under Parts 11 and 12 of the *Utilities Act 2000*.

**“Premises”** includes land and place. For the purposes of this Code, each Premises that is supplied under a Customer Contract with a Utility, and which:

- (a) for electricity services, has its own National Metering Identifier; or
- (b) for gas services, has its own Distribution Point Identifier; or
- (c) for water and sewerage services, has its own Utility water meter at the point of connection; or
- (d) in the absence of any 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.

**“Planned interruption”** means an interruption that occurs where planned work undertaken by a Utility 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
- For water, electricity and gas supply services, an interruption would occur where the supply of water, electricity or gas to a **Customer’s Premises** was temporarily stopped, so that the **Customer** could not access those services for the period of the interruption.

**“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.

**“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 utility; 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.

## SCHEDULE 1

substitute

### Schedule: Minimum Service Standards

Subject of the standard	Service Standard Required (Subject to clause 11)	Rebate payable for failure to meet standard
1. Customer Connection Times	<p>If a Customer's Installation is:</p> <ul style="list-style-type: none"> <li>(a) physically connected to the electricity Network, the gas Network, the water Network or the sewerage Network; and</li> <li>(b) a Customer is entitled to supply of the relevant Utility Service or Services,</li> </ul> <p>a Utility must provide those services:</p> <ul style="list-style-type: none"> <li>(c) on the same day as the request is made if the request is made before 2:00pm; or</li> <li>(d) by the end of the next Business Day if a request is made after 2:00pm,</li> </ul> <p>otherwise, on a day agreed between the Customer and the Utility.</p>	<p>For each day after the date the Utility Service(s) should have been provided until those services are provided, the Customer may apply for a rebate of \$60 to a maximum of \$300.</p> <p>(If the Utility Service(s) are not provided within 5 days of the request, the Customer may restate their request to the Utility. For the purposes of this standard, a restated request will constitute a new request.)</p>
<p>3. Responding to Complaints</p> <p>(For the purposes of this standard, a Complaint does not include a water quality complaint under clause 6 of the Water and Sewerage Service Standards Code.)</p>	<p>A Utility, upon receiving a complaint from a Customer or Consumer, must:</p> <ul style="list-style-type: none"> <li>(a) acknowledge the complaint within 10 Business Days; and</li> <li>(b) respond to the complaint within 20 Business Days.</li> </ul>	<p>If a Utility fails to meet the requirements of Standard 3(a) or 3(b), the complainant may apply for a rebate of \$20.</p>
4. Response time	A Utility notified of a problem or	If notification is

<b>Subject of the standard</b>	<b>Service Standard Required (Subject to clause 11)</b>	<b>Rebate payable for failure to meet standard</b>
to notification of problem or concern	<p>concern with the Utility's Network must:</p> <ul style="list-style-type: none"> <li>(a) if the notification relates to damage to, or a fault or problem with, the Utility's Network which is likely to affect public health, or is causing, or has the potential to cause, substantial damage or harm to a person or property, respond as soon as practicable and in any event within six hours; or</li> <li>(a) in all other cases, respond within 48 hours; and</li> <li>(b) resolve the problem or concern within the time specified in the response.</li> </ul>	<p>from a Customer or a Consumer, and relates to a problem or concern that affects the Premises of the Customer or Consumer, that Customer or Consumer may apply for a rebate of:</p> <ul style="list-style-type: none"> <li>▪ \$60 for each day after the day on which the response should have been provided, until that response is provided, to a maximum of \$300.</li> </ul> <p>(If a response is not provided within 5 Business Days of the request, the Customer may restate their notification to the Utility. For the purposes of this standard, a restated notification will constitute a new notification.)</p> <ul style="list-style-type: none"> <li>▪ \$60 for each problem or concern that is not resolved within the time specified in the response.</li> </ul>
5. Planned interruptions to	1) A Utility must give at least two Business Days notice of a planned	For each affected Premises supplied

<b>Subject of the standard</b>	<b>Service Standard Required (Subject to clause 11)</b>	<b>Rebate payable for failure to meet standard</b>
<p>Utility services (applies only to Gas and Electricity Distributors and water and sewerage utilities)</p>	<p>interruption to a Utility Service to each Premises that will be affected by the interruption.</p> <p>2) The notice must:</p> <p>(a) specify the reason for the interruption and the expected date, time and reasonably anticipated duration of the interruption; and</p> <p>(b) provide either:</p> <p>i. a business hours telephone number for inquiries; or</p> <p>ii. a 24-hour telephone number for inquiries.</p> <p>3) 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:</p> <p>(a) does not exceed the expected duration set out in a notice given under clause 19.2(1); and</p> <p>(b) in any event, does not exceed 12 hours.</p>	<p>under a Customer Contract, the Customer or Consumer may apply for a rebate of:</p> <ul style="list-style-type: none"> <li>▪ \$50 if the required notice of the interruption is not given.</li> <li>▪ \$50 if supply is not restored within the time specified in the notice, which must not exceed 12 hours.</li> </ul>
<p>6. Unplanned interruptions to Utility services (applies only to Gas and Electricity Distributors and water and sewerage utilities)</p>	<p>1) When an unplanned interruption occurs, a Utility must take all steps that are reasonable and practicable to restore the supply of the relevant Utility Service to affected Premises as soon as possible and, in any event, within 12 hours.</p>	<p>For each affected Premises supplied under a Customer Contract, the Customer or Consumer may apply for a rebate of \$20 if supply is not restored within 12 hours.</p>

