

# Utilities (Consumer Protection Code) Determination 2020

## Disallowable instrument DI2020–6

made under the

### Utilities Act 2000, s 59 (Determined codes) and s 63 (Public access)

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**1 Name of instrument**

This instrument is the *Utilities (Consumer Protection Code) Determination 2020*.

**2 Commencement**

This instrument commences on 1 July 2020.

**3 Revocation of code**

The Commission revokes the *Utilities (Consumer Protection Code) Determination 2012*, DI2012-149.

**4 Determination of code**

The Commission determines the attached Consumer Protection Code under section 59 of the *Utilities Act 2000*.

**5 Purpose of the code**

The purpose of the Consumer Protection Code is to outline the rights of a Customer or a Consumer in relation to the supply of utility services, including information requirements, billing and debt collection, connection and disconnection, life support, complaint handling and guaranteed service levels.

**6 Public access to documents**

Copies of the Consumer Protection Code and the decision to determine the code are available on the Independent Competition and Regulatory Commission's website. These documents are also available for inspection by members of the public between 9:00 am and 5:00 pm, Monday to Friday, at the Commission's offices. Hard copies can be made available on request.

Joe Dimasi  
Senior Commissioner  
Independent Competition and Regulatory Commission  
15 January 2020

Australian Capital Territory



**ICRC**

Independent Competition and Regulatory Commission

# CONSUMER PROTECTION CODE 2020

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## PART 1 PRELIMINARY

### 1 Introduction

#### 1.1 Industry codes

The Consumer Protection Code is an industry code under Part 4 of the *Utilities Act 2000* (**Utilities Act**) that has been determined by the Independent Competition and Regulatory Commission (**ICRC**).

Section 55(1) of the **Utilities Act** provides that 'an industry code may set out practices, standards and other matters about the provision of a utility service'.

Section 56(1) of the **Utilities Act** states that 'for this Act, an industry code applies to a utility if it applies to the provision of utility services of a kind that the utility is licensed to provide.'

The circumstances under which the Commission may determine an industry code and the processes to be followed are detailed in sections 59 and 60 of the **Utilities Act**.

Section 25(2)(iii) of the **Utilities Act** provides that a utility licence is subject to the condition that the utility comply with each industry code that applies to the utility.

#### 1.2 NERL retailers to comply with industry codes

Section 56A of the **Utilities Act** allows the **ICRC** to determine that an industry code applies to a **NERL retailer** if the **ICRC** is satisfied on reasonable grounds that it is appropriate for the code to apply to the retailer.

The **ICRC** has determined that the Consumer Protection Code applies to **NERL retailers** authorised to supply energy. A determination made under section 56A is a disallowable instrument and is set out on the ACT Legislation Register ([www.legislation.act.gov.au](http://www.legislation.act.gov.au)).

The **Utilities Act** provides, in section 75H(1)(a) that a **NERL retailer** commits an offence if the retailer contravenes an industry code that applies to the retailer.

*Note: NERL Retailers are excluded from certain clauses of this Code because there are similar consumer or customer protections in place under the National Energy Customer Framework. For information on the National Energy Customer Framework visit <https://www.energy.gov.au/government-priorities/energy-markets/national-energy-customer-framework>*

#### 1.3 Purpose of this Code

The purpose of this Code is to:

- (1) outline the rights of a **Customer** or a **Consumer** in relation to:
  - (a) connection to, and disconnection from, a **Utility's Network**;
  - (b) the provision of **Utility services** by a **Utility**; and
  - (c) access to product and service information;

- (2) set out the circumstances in which a **Utility** can interrupt, restrict or disconnect supply of a **Utility service** to a **Customer** or a **Consumer**;
- (3) outline particular obligations that a **Utility** must meet in dealing with **Customers** and **Consumers**;
- (4) set out the provisions that a **Utility** providing **Water Services** or **Sewerage Services** must give effect to in its **Customer Contracts** for the provision of **Utility services**; and
- (5) outline obligations that **NERL Retailers** must meet with the provision of **Customer Retail Services** and in dealing with **NERL Retailer Customers** and **Consumers** (Schedule 3).

## 2 Format and application of this Code

### 2.1 Parts and application of the Code

This Code is set out as follows:

- (1) Part 1 outlines formal matters about the Code.
- (2) Part 2 outlines matters that relate to the protection of **Customers** and **Consumers** and that Utilities and others must comply with in providing **Utility services** to **Customers** and **Consumers**.
- (3) Part 3 applies to a **Utility** providing **Water Services** or **Sewerage Services**. This part specifies matters that must be addressed in **Customer Contracts** for **Franchise Customers**. In addition, it outlines **Utility** obligations with respect to distributing and varying **Standard Customer Contracts**.
- (4) Schedule 1 is an enforceable part of this Code and sets out **Guaranteed Service Levels** relevant to water and sewerage service **Utilities**.
- (5) Schedule 2 is an enforceable part of this Code and sets out **Guaranteed Service Levels** relevant to **NERL Retailers, Gas Distributors** and **Electricity Distributors**.
- (6) Schedule 3 sets out the provisions of the Code that are applicable to **NERL Retailers**.
- (7) Schedule 4 sets out the Code amendment history.

### 2.2 Application—customers and consumers

- (1) 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**.

*Note:* Usually the **Customer** of a **Utility service** is also be 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**.

### 2.3 Dictionary

Terms shown in bold typeface are defined. Definitions are specified in the Dictionary, and are part of this Code.

## 3 Other rights

This Code supplements and shall not limit any rights a **Customer** or a **Consumer** may have under any other **Law**.

## PART 2 PROTECTION OF CUSTOMERS AND CONSUMERS

### Part 2.1 OBLIGATIONS OF THE UTILITY

## 4 Obligations of the Utility

### 4.1 Reporting to the ICRC

- (1) A **Utility** must monitor its compliance with this Code and the **Guaranteed Service Levels** and report to the **ICRC** on an annual basis. A **Utility** must report:
  - (a) The number of times each **Guaranteed Service Level** threshold has been exceeded;
  - (b) the number of rebates paid against each **Guaranteed Service Level**, and the total amount of such payments;
  - (c) any other matter reasonably requested by the **ICRC**.
- (2) The report must be provided to the **ICRC** by the date, and in the matter and form, specified by the **ICRC**.

### 4.2 Obligations under licence

- (1) A **Utility** is required under its licence to comply with all **Laws** in force in the **Territory** and applicable to any services provided by the **Utility** in the **Territory**.
- (2) Without limiting the generality of clause 4.2(1), in providing a **Utility service** a **Utility** must comply with:
  - (a) any requirement of the **Utilities Act**;
  - (b) relevant **Industry Codes**;

- (c) relevant **Technical Codes** determined under the *Utilities (Technical Regulation) Act 2014* (UTR Act); and
- (d) any direction, including guidelines, given to the **Utility** by the **ICRC** or by the **Technical Regulator** under the UTR Act.

#### 4.3 Responsibility for conduct of agents

A licence issued to a **Utility** under the **Utilities Act** allows the **Utility** to contract out to an **Agent** the provision, construction, operation, management or maintenance of any of the systems or services that are the subject of the licence of the **Utility**. Despite contracting out a system or service the **Utility** remains bound by its licence conditions and, as such, is responsible for the activities of, and the representations made by any **Agent**, including for the purposes of **Marketing**.

## Part 2.2 PROTECTION OF CUSTOMERS AND CONSUMERS

### 5 Conduct of utilities

- (1) A **Utility** must act ethically, fairly and honestly in all dealings with a **Customer** or **Consumer**.
- (2) A **Utility** must not call or contact a **Customer** or **Consumer**:
  - (a) during a public holiday in the **Territory**;
  - (b) before 9:00am or after 5:00pm on a Saturday or Sunday; or
  - (c) before 8:00am or after 8:00pm on weekdays,
 unless it is during an emergency or the **Customer** or **Consumer** has given express approval.
 

*Note:* When contact is made by way of a telephone call subject to the requirements of the *Telecommunications (Telemarketing and Research Calls) Industry Standard 2017* (Cth), the permissible times for contact may be different.
- (3) The staff of a **Utility** must attempt to identify themselves to a **Customer** or **Consumer** before entering the **Premises** of the **Customer** or **Consumer** unless:
  - (a) the **Utility** staff are entering the **Premises** to read, or check the accuracy, of a meter; or
  - (b) the **Utility** staff are responding to an emergency.
- (4) The obligations of a **Utility** under this Code are subject to a **Customer** or **Consumer** informing the **Utility**, to the extent that such information is relevant to that obligation, of the following events as soon as possible after each relevant occurrence:
  - (a) any change in the **Person** or body responsible for the payment of a **bill**;

- (b) any change to the contact details of a **Customer** or **Consumer**;
  - (c) any change or proposed change to the **Premises** or the Installation of the **Customer** or **Consumer** which may affect the quality or safety of the **Utility service** to the **Customer** or **Consumer** or another **Person**;
  - (d) the **Customer** or **Consumer** becoming aware of a problem with a **Utility service** at the **Premises** of the **Customer** or **Consumer** (for example, burst or leaking pipes).
- (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.
- (7) For the purposes of clauses 5(1), (2) and (3), a **Utility** includes an **Agent** acting on the behalf of the **Utility**.

## 6 Complaints

### 6.1 Complaints and dispute resolution procedures

A **Utility** must develop, maintain and implement procedures to deal with:

- (1) a **Customer** or **Consumer**'s right to contact the **Utility** if they have a query, **complaint** or dispute;
- (2) the **Utility**'s obligation to comply with their complaint handling procedures when responding to a **complaint**;
- (3) management of a **Complaint** by a **Customer** or **Consumer** against an **Agent** of the **Utility**;
- (4) the **Utility**'s obligation to inform the **Customer** or **Consumer** of the outcome of the **complaint**;
- (5) a **Customer** or **Consumer**'s right to have the **Complaint** considered by a senior employee if they are not satisfied with the manner in which the **Complaint** has been handled;
- (6) a **Customer** or **Consumer**'s right to refer the **Complaint** to the **ACAT** if they are not satisfied with the **Utility** response; and

- (7) the resolution of a dispute between the **Utility** and a **Customer** or **Consumer**.

## 6.2 Practices and procedures to comply with Australian Standards

The procedures implemented by a **Utility** under clause 6.1 must provide for the handling of a **Complaint** in accordance with the current relevant Australian Standard on complaints handling.

## 6.3 Addressing complaints

- (1) A **Utility** that receives a **Complaint** from a **Customer** or **Consumer** must advise the **Customer** or **Consumer** of the following matters:
  - (a) in its initial response to the **Customer** or **Consumer**—the **Utility**'s complaint handling practices and procedures; and
  - (b) in a response giving its final decision on a **Complaint**—any right the **Customer** or **Consumer** may have to refer their **Complaint** to the **ACAT**.
- (2) A **Utility** must address the substance of the **Complaint** in its final decision or **response**.

## 6.4 Utility to keep records

A **Utility** must keep its records of a **Complaint** made by a **Customer** or **Consumer** for not less than 12 months after the **Complaint** is resolved.

# 7 Provision of information

## 7.1 Utility to provide information

- (1) A **Utility** must, on request, provide a **Customer** with information about the services provided by the **Utility** to the **Customer's Premises**;
- (2) A **Utility** must, on request, and to the extent that the information is reasonably available, provide a **Customer** with information about:
  - (a) charges for **Utility services** provided to the **Customer's Premises** by the **Utility**;
  - (b) meter readings for **Utility services** provided to the **Customer's Premises** by the **Utility**; and
  - (c) the **Account** of a **Customer** with the **Utility**.

## 7.2 Utility may recover costs of providing information

- (1) Subject to the prior approval of the **ICRC** either in a particular case or generally for the type of information being requested, a **Utility** may charge a **Customer** for the reasonable costs of supplying information under clause 7.1.

- (2) A charge approved under clause 7.2(1) must be listed on the website of the **Utility**.

### 7.3 Disclosure of customer or consumer information by a utility to a third party

A **Utility** must only disclose personal information about a **Customer** or **Consumer** to a third party in accordance with the **Law**.

## 8 Notice

### 8.1 Requirements for effective notice to customer or consumer

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:

- (1) delivered by hand to the **Premises** of a **Customer** or **Consumer** (unless the **Customer** or **Consumer** has specified an alternative address for service); or
- (2) sent by prepaid mail to the **Premises** of a **Customer** or **Consumer** (unless the **Customer** or **Consumer** has specified an alternative address for service); or
- (3) sent to the email address of the **Customer** or **Consumer** or by some other electronic means capable of generating a delivery confirmation report;

except where this Code specifies another method of notification.

### 8.2 Deemed delivery

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)*, if a **Utility** has followed the procedures set out in clause 8.1, the **Customer** or **Consumer** is deemed to have received the notice:

- (1) if delivered by hand, upon leaving it at the relevant address; or
- (2) if mailed to an address, when the notice would have been delivered in the ordinary course of post; or
- (3) if sent by email, when the email is capable of being retrieved by the recipient at the address notified by the recipient to the **Utility**.

*Note:* Section 250 of the *Legislation 2001 Act (ACT)* describes when service will be taken to be effected, with reference to delivery by particular means.

## 9 Summary of consumer and utility rights

Clause 9 does not apply to **Non-franchise Customers**.

### 9.1 Utility to publish summary

A **Utility** must publish on its website a statement summarising the rights, entitlements and obligations of **Customers**, **Consumers** and the **Utility** under the **Utilities Act**, this Code and any other associated **Law** with respect to the **Utility service** provided by the **Utility**.

### 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 in respect of:
  - i. **Customers'** and **Consumers'** rights to information;
  - ii. the **Guaranteed Service Levels**;
  - iii. **Customers'** and **Consumers'** rights to complain about a **Utility's** conduct and service levels, and who **complaints** can be made to.

#### Utility Rights

- (b) the right of the **Utility** to payment for services provided to a **Customer**;
  - (c) the right of the **Utility** to disconnect or restrict supply to a **Customer** for non-payment of a **bill**;
  - (d) 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) rebates for failure to meet **Guaranteed Service Levels**;
  - (b) the complaints procedure in the **ACAT** to assist with unresolved complaints;
  - (c) interpreter services; and
  - (d) non-English and other versions of the summary.

### 9.3 Summary to be available in different languages and formats

(1) A **Utility** must ensure that the summary is available in the following versions:

- (a) English;
  - (b) large print; and
  - (c) each of the five most common non-English languages spoken in the **Territory**, as published in the most recent Australian Census data.
- (2) A **Utility** must take reasonable steps to provide a **Customer** or **Consumer** with the summary of the rights of the **Customer** or **Consumer** and of the **Utility** under the **Utilities Act** and this Code.

#### 9.4 Utility to provide copy of summary

- (1) A copy of the summary must be included in a **Customer's** initial **bill** unless provided previously. If the summary is changed in any significant respect a copy must be sent to each **Customer** with the **Bill** following the change.
- (2) A **Utility** must, on request, provide a **Customer** or **Consumer** with a copy of the summary.

## 10 Consumers requiring life support equipment

Clause 10 only applies to a **Utility** providing **Water Services** and to **Franchise Customers**.

Clause 10 does not apply to **Premises** being supplied Water Services under a contract for **Non-drinking water**.

*Note: Life support provisions for **NERL Retailers** and **Electricity Distributors** are set out under the National Energy Retail Rules.*

### 10.1 Registration of life support equipment

- (1) If a **Utility** receives advice that a **Person** residing at a **Customer** or **Consumer's Premises** requires life support equipment, the operation of which requires a **Utility service** provided by a **Utility**, the **Utility** must register those **Premises** as a **Life Support Supply Address**;
- (2) No later than five **Business Days** after receipt of advice, the **Utility** must provide to the **Customer** or **Consumer** in writing:
  - (a) confirmation that the address has been registered as a **Life Support Supply Address**;
  - (b) information explaining that if the **Utility** does not receive confirmation from ACT Health or a medical practitioner, the supply address may be deregistered as a **Life Support Supply Address** and, if so, the protections under this Clause will no longer apply; and
  - (c) advice that there may be planned interruptions to the supply at the address and that the **Utility** is required to notify them of these interruptions.

- (3) A **Utility** must not deregister a **Premises** as a **Life Support Supply Address** for failure to provide medical confirmation unless the **Utility** has made the following minimum contact attempts:
  - (a) written notice sent to the **Consumer's Life Support Supply Address** and any other address nominated by the **Consumer**; and
  - (b) two other attempts to contact the **Consumer** by telephone or in person.

## 10.2 Disconnection and interruption to services

- (1) The **Utility** must not disconnect the **Utility service** it provides to the **Life Support Supply Address** while any life support equipment is in use at the supply address unless:
  - (a) it has been notified by the **Customer** or **Consumer** that the **Person** on life support equipment no longer resides at that address or no longer requires the life support equipment; or
  - (b) Subject to clause 10.1(3), the **Consumer** fails to provide evidence to a **Utility**, at the **Utility's** request, that the **Person** requiring life support equipment still resides at that address and still requires the life support equipment.
- (2) Subject to clause 10.2(3), the **Utility** must give the **Customer** or **Consumer** a minimum of four **Business Days** written notice of a **Planned Interruption** to the supply of **Utility services** at the **Life Support Supply Address**;
- (3) A **Customer** or **Consumer** may request a longer notice period than four **Business Days**. A **Utility** may provide a longer notice period if the request is:
  - (a) reasonably necessary; and
  - (b) able to be provided by the **Utility**.
- (4) The **Utility** must:
  - (a) to the extent that it is able, assist the **Customer** or **Consumer**, upon request, to prepare a contingency plan in case of an **Unplanned Interruption** to the supply of the **Utility service** to the **Customer** or **Consumer's premises**; and
  - (b) provide an emergency telephone contact number.

*Note:* There is a deliberate distinction made in clause 10.2 between disconnection and disruption of services to allow a **Utility** to safely carry out work on the **Utility's** Network and for emergency situations beyond the **Utility's** control.

## 10.3 Cessation of requirement for life support equipment

A **Utility** may include as a condition of the **Customer Contract** that a **Customer** or **Consumer** whose address has been recorded by a **Utility** as a



**Life Support Supply Address** must inform the **Utility** if the **Person** for whom the life support equipment is required:

- (1) vacates the **Life Support Supply Address**; or
- (2) no longer requires the life support equipment.

## Part 2.3 PROTECTION OF CUSTOMERS

### 11 Guaranteed service levels

Clause 11 does not apply to **Non-franchise Customers**.

#### 11.1 Compliance by utilities with Guaranteed Service Levels

**Utilities** must comply with all applicable **Guaranteed Service Levels** set out in the Schedules 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 *Emergencies Act 2004* (ACT) or any other **Law**, prevent the **Utility** from complying with the applicable **Guaranteed Service Levels** in Schedule 1 or Schedule 2 of this Code.

#### 11.2 Utility to pay rebate for non-compliance

- (1) A **Utility** is required to monitor service levels to promptly detect when service performance has not met the relevant **Guaranteed Service Level** in the Schedules of this Code.
- (2) A **Utility** must pay the applicable rebate to a **Customer** when the service performance has not met the required **Guaranteed Service Level**.
- (3) Any payments required to be made by a **Utility** to a **Customer** must be paid as soon as practicable after the obligation arises.
- (4) The payment must be made irrespective of whether the affected **Customer** has applied for the rebate.
- (5) A **Utility** must make a payment to a **Customer** for each of the **Guaranteed Service Level** thresholds that are exceeded.

*Example:* If an energy **Customer** experienced 21 hours cumulative duration of unplanned interruptions in a particular year— and one of those interruptions was 13 hours in duration— the **Customer** would be entitled to two rebates (duration single event and duration cumulative).

- (6) A **Utility** is required to pay only one rebate per **Account** for each **Guaranteed Service Level** giving rise to a rebate payment, regardless of the number of account holders listed on the account affected by the event.

*Example:* A family of 2 adults (both listed as account holders) and 3 children have had water supply to their home interrupted and have not been given the required notice of interruption. The family would be eligible for 1 rebate.

### 11.3 Method of payment of rebate

- (1) A **Utility** required under this Code to pay a rebate to a **Customer** may pay the rebate:
  - (a) by electronic funds transfer to the **Customer's** bank account or cheque; or
  - (b) by deducting the amount of the rebate from the amount payable by the **Customer** under the next **bill** which is due after the rebate became payable; or
  - (c) as otherwise agreed with the **Customer**.
- (2) A **Utility** must inform the **Customer** that a **Guaranteed Service Level** payment has been made and to which **Guaranteed Service Level** it relates.
- (3) An **Electricity Distributor** or **Gas Distributor** and a **NERL Retailer** must each use their best endeavours to provide each other at no cost and in a timely manner, information or documentation that the other reasonably requires to carry out their obligations to pay a **Guaranteed Service Level** rebate to the **Customer**.

*Note:* Obligations for coordination and information sharing between NERL Retailers and distributors for shared **Customers** are set out in the *National Electricity Rules* and the *National Energy Retail Rules*.

### 11.4 Rebates to be paid in addition to damages

- (1) Rebates are not intended to compensate customers for loss or damage suffered as a result of a failure to meet a **Guaranteed Service Level**. Rebates are intended to acknowledge a failure to meet a **Guaranteed Service Level** and act as an incentive for the **Utility** to maintain the **Guaranteed Service Level**.
- (2) 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 any other **Law**.
- (3) A **Utility** does not make any admission of legal liability in giving a rebate payment to a **Customer**.

### 11.5 Information to be provided to customers

- (1) A **Utility** must inform a **Customer** of:
  - (a) the **Guaranteed Service Levels** in the Schedule of this Code; and

- (b) the **Customer's** entitlement to receive a rebate if those service levels are not met;
  - (c) the process that will be followed by the **Utility** if they fail to meet the **Guaranteed Service Levels**; and
  - (d) the process to be followed by a **Customer** if they believe the **Utility** has failed to meet the **Guaranteed Service Level**, including how to apply 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 prepared under Clause 9 of this Code; or
  - (b) by publishing the information on the **Utility's** website in an area that is transparent, searchable and accessible to the **Customer**; and
  - (c) upon request from a **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**.

## 12 Charges

### 12.1 Information about charges

- (1) A **Utility** must provide information about the **Charges** (including alternative **Charges** and a variation of **Charges**), which it applies for the supply or sale of its **Utility services** to the **Customer**.
- (2) On request by a **Customer**, a **Utility** must make a copy of its **Charges** available to the **Customer** free of charge.
- (3) A **Utility** must list the **Charges** which it applies for the supply or sale of its **Utility services** to **Franchise Customers** on the website of the **Utility**.

### 12.2 Variation of charges

- (1) A variation in the **Charge** for a **Utility service** provided by a **Utility** operates from the date of the relevant notice of the variation or from a later date specified in the notice and does not apply retrospectively, unless with the prior approval of the **ICRC**.
- (2) A **Utility** may calculate a pro rata **Charge** to effect a variation in **Charges** where the variation date falls within a billing period.

## 13 Billing

### 13.1 Utility may issue bills

- (1) A **Utility** may issue a **Bill** to a **Customer** for the consumption of its **Utility services** at the **Customer's Premises**.
- (2) Unless the **Customer** gives explicit informed consent, a **Utility** must base a **Bill** on a reading of the **Customer's** meter, as defined in the relevant **Technical Code**.
- (3) Despite clause 13.1(2), if a **Utility** is not able to reasonably or reliably base a **Bill** on a reading of the **Customer's** meter, the **Utility** may provide the **Customer** with a **Bill** based on estimated consumption, as provided in the relevant **Technical Code**.
- (4) Nothing in this clause shall be taken to prevent a **Utility** and a **Customer** agreeing upon a means of calculating the **Customer's Bill** otherwise than as prescribed under this clause.

### 13.2 Financial liability for service

- (1) In the absence of an existing **Customer Contract** for the supply of a **Utility service** to a **Premises**, a **Consumer** at the **Premises** may be liable for the cost for the **Utility service** supplied to the **Premises** from the time the **Consumer** first started consuming the **Utility service**. This is generally taken to be the date of commencement of a tenancy, in the case of a tenant, or the date of transfer of ownership, in the case of an owner.
- (2) For the purposes of a **Utility** charging for a **Utility service**, the **Charges** may relate to the availability of supply where no consumption has or is occurring.

*Note:* An example of availability of supply occurs where a vacant block has the water and sewerage service available to the block but there is no consumption occurring due to the absence of a building or fixtures. In this example the customer may be charged a service charge.

### 13.3 Maximum intervals between bills

A **Utility** must send a **Bill** to each **Customer** at least every 120 calendar days from the issue of the last **Bill** unless the **Customer** and the **Utility** have agreed to an alternative arrangement.

### 13.4 Notice

A **Bill** when sent by a **Utility**, is a notice for the purpose of clause 8.

### 13.5 Content of bills

- (1) A **Utility** must prepare a **Bill** in such a way as to ensure a **Customer** can verify that it conforms with their contract and the **Charges**.
- (2) A **Bill** provided by a **Utility** must contain the following information:
  - (a) the name and account number of the **Customer**,

- (b) the address of the **Premises** that the **Bill** relates to and any relevant mailing address;
- (c) the meter identifier;
- (d) the dates on which the **Bill** period begins and ends;
- (e) the due date for payment and the **Bill** issue date;
- (f) total amount payable, including the amount of any arrears or credits;
- (g) the amount of any payments received from the **Customer** since the previous **Bill** was issued;
- (h) tariffs and **Charges** (fixed and variable) applicable to the **Customer**, specifying the particular **Utility service** they are for, and whether they are **Utility service** related **Charges** or **Charges** for other goods and services;
- (i) whether the **Bill** was issued as a result of a meter reading or an estimation and, if issued as a result of a meter reading, the dates of the meter reading;
- (j) the values of meter readings or estimations at the start and end of the **Bill** period;
- (k) the estimated date of the next scheduled meter reading (if applicable);
- (l) current and comparative consumption data (if applicable);
- (m) any amount deducted, credited or received under a government sponsored rebate, concession or relief scheme or under a payment instalment plan which applies to the **Customer**;
- (n) a summary of available payment methods including an address where payment can be made (see clauses 13.7 (2) and (3));
- (o) contact details for a 24-hour telephone number for faults, difficulties and emergencies;
- (p) a referral telephone number for an interpreter service (set out in the five most common non-English languages used in the **Territory**);
- (q) a telephone number for the **Customer** to call for any queries relating to:
  - (i) the **Bill**;
  - (ii) how to apply for a **Territory** Government sponsored rebate or concession that the **Utility** provides.
  - (iii) the complaints handling procedures of the **Utility**;
  - (iv) **Guaranteed Service Levels** and associated processes for claiming or receiving a rebate; or

- (v) how to make a hardship complaint to the **ACAT**.

*Note:* Complaints (including 'hardship complaints') to the **ACAT** as provided in section 172 of the **Utilities Act** are not covered by the definition of '**Complaint**' in the Dictionary to this Code.

### 13.6 Historical billing information

- (1) A **Utility** must, at the request of a **Customer**, provide the **Customer** with the information held by the **Utility** that relates to the **Account** of the **Customer**.
- (2) If the information requested relates to the previous 12 months, the **Utility** must provide the information free of charge.
- (3) If the information requested is more than 12 months old, the **Utility** is entitled to charge the **Customer** the reasonable cost of providing the **Account** information. The **Utility** must advise the **Customer** of the reasonable costs prior to processing the request.

### 13.7 Payment of bills

- (1) A **Utility** must give a **Customer** not less than 13 **Business Days** to pay the **Bill** from the date on which the **Bill** is sent to the **Customer**, unless an alternative period has been agreed between the **Utility** and the **Customer**.
- (2) A **Utility** must provide a **Customer** with the following options for the payment of **Bills**, namely payment:
  - (a) in person at any of the offices or agencies designated by the **Utility**;
  - (b) by mail to the address nominated by the **Utility**.
- (3) **Utilities** are also encouraged to provide **Customers** with a range of other flexible options for the payment of **Bills** including, but not limited to, payment:
  - (a) by direct debit from a **Customer's** cheque, savings or accepted credit card account;
  - (b) by telephone from a **Customer's** cheque, savings or accepted credit card account;
  - (c) by automatic direct debit under a payment arrangement agreed upon between the **Customer**, the **Utility** and the **Customer's** bank or financial institution;
  - (d) by electronic payment over the Internet from a **Customer's** cheque, savings or accepted credit card account; and
  - (e) if available, by direct debit from **Centrelink**.

### 13.8 Review of Bills

- (1) Subject to this clause, on request by a **Customer** who disagrees with the amount of a **Bill**, a **Utility** must review the **Bill** free of charge. This review does not include reading a **Customer's** meter.
- (2) The **Utility** is entitled to receive payment for that part of the **Bill** that is not in dispute and which is due before commencing the review.
- (3) If a review of a **Bill** shows that the amount required for payment on the **Bill** was incorrect, the **Utility** must adjust the **Bill** after the review.
- (4) A **Utility** is not required to review a **Bill** more than once per billing period.

### 13.9 Overcharging

If a **Utility** becomes aware that it has overcharged a **Customer** it must adjust the **Bill** by refunding the amount overcharged or by reducing the amount of the next **Bill** sent to the **Customer** after becoming aware of the overcharge.

### 13.10 Undercharging

- (1) If a **Utility** becomes aware that it has undercharged a **Customer** the **Utility** may recover the undercharge.
- (2) The amount to be recovered must be listed separately and explained on the **Bill** and interest may not be charged on the amount being recovered.
- (3) The **Utility** must give the **Customer** a period of time to pay the undercharge that is at least equal to the period during which the undercharging occurred, if requested by the **Customer**.
- (4) Despite clause 13.10(1), a **Utility** may only recover an undercharge (single event or ongoing undercharge) that has occurred over, or within, the past 12 months prior of the **Utility** becoming aware of the undercharge.
- (5) Clause 13.10(4) does not apply to the extent that the undercharging by the **Utility** was caused or contributed to by the **Customer**, or by dishonesty or deceit against the **Utility**, or by the unreasonable failure of the **Customer** to provide to the **Utility** information for the purpose of calculating **Charges**.

### 13.11 Final bill on disconnection or on vacating premises

- (1) A **Customer** may seek termination or disconnection of a **Utility service** provided to the **Customer** by the **Utility**.
- (2) A **Customer** must give the **Utility** at least three **Business Days'** notice of the date on which the **Customer** seeks to have a **Utility service** disconnected or to vacate **Premises** to which the **Utility** provides a **Utility service** and must provide an address to which a final **Bill** can be sent.

- (3) The **Utility** may require the **Customer** to pay all the **Charges** (including minimum **Charges**) for services provided to the **Customer's Premises** until whichever of the following first occurs:
  - (a) the date for disconnection of the service in accordance with clause 13.11(2); or
  - (b) the **Utility** reads the **Customer's** meter prior to disconnection of the service; or
  - (c) the **Utility** disconnects, suspends or transfers the service.
- (4) Termination of a **Utility service** provided by a **Utility** to a **Customer** does not affect rights or obligations incurred prior to the date of termination. Moreover, the **Customer** continues to have access to the complaints and dispute resolution process in accordance with clause 6.

### 13.12 How payments to be applied

If a **Utility** supplies a **Customer** with goods and services in addition to a **Utility service**, the **Utility** must first apply any payments received from the **Customer** towards payment of the **Utility service**. The payment must be applied to the oldest part of the debt, unless otherwise directed by the **Customer**.

### 13.13 Territory Government-sponsored rebates

If:

- (1) the **Utility** provides a **Territory** Government-sponsored rebate or concession on the cost of providing a **Utility service**; and
- (2) a **Customer** applies to a **Utility** for a rebate or concession; and
- (3) the **Utility** is satisfied that the **Customer** is entitled to the rebate or concession

the **Utility** must grant the **Customer** the relevant rebate or concession.

### 13.14 Payment difficulties

- (1) If a **Customer** informs a **Utility** that they are experiencing difficulty paying the **bill** or requires payment assistance, the **Utility** must offer the **Customer**, at no cost:
  - (a) subject to clause 13.15, an advance payment plan or instalment payment plan option;
  - (b) information about and referral to, the hardship program offered by the **Utility**;
  - (c) information about, and referral to, any **Territory** Government assistance program; and
  - (d) information about independent financial counselling services.



### 13.15 Instalment plan options

A **Utility** is not required to offer an advance payment plan or an instalment plan to a **Customer** who has, in the previous 12 months, had two or more advance payment or instalment plans cancelled due to non-payment.

## 14 Hardship policy

### 14.1 Application of hardship policy

Clause 14 does not apply to an **Electricity distributor** or a **Gas distributor**.

### 14.2 Hardship policy requirement

- (1) A **Utility** must develop and implement a **Customer** hardship policy.
- (2) A **Utility** must publish its **Customer** hardship policy on its website and must make a copy available to a **Customer** upon request.
- (3) Without limiting the obligations under 14.2 (1) and (2), the **Customer** hardship policy of a **Utility** providing **Utility services** to **Residential Premises** must:
  - (a) include an introduction and purpose;
  - (b) outline internal assessment processes designed to make an early identification of a **Customer's** hardship;
  - (c) offer a range of flexible payment options in accordance with an assessment of the **Customer's** capacity to pay;
  - (d) offer information on, and referral to, government assistance programs (including concession schemes), and independent financial counsellors;
  - (e) exempt **Customers** experiencing hardship from supply restriction, legal action, interest and additional debt recovery costs while payments are made to the **Utility** according to an agreed flexible payment plan or other payment schedule;
  - (f) offer information about the **Utility's** dispute resolution policy, and the **Customer's** right to lodge a complaint with the **ACAT** if their hardship claim is not resolved to their satisfaction by the **Utility**;
  - (g) detail the circumstances in which the policy will cease to apply to **Customers**;
  - (h) provide for staff training about the **Utility's** hardship policies and procedures and to ensure **Customers** who are experiencing financial hardship are treated with respect, sensitivity and without making value judgments;
  - (i) provide for a review mechanism of the policy and its associated administrative procedures at least every four years; and

- (j) provide measures for how the hardship policy will be promoted to **Customers** and include details of how it will be communicated to **Customers**:
  - i. with low English literacy; or
  - ii. without access to the internet; or
  - iii. with a disability.
- (4) A **Utility** must apply its **Customer** hardship policy, at a minimum, to **Customers of Residential Premises** who are identified either by themselves, the **Utility**, or an independent accredited financial counsellor as having the intention but not the financial capacity to make the required payments in accordance with the **Utility's** payment terms.

## 15 Interest

### 15.1 Interest charges

- (1) A **Utility** may charge interest on an overdue **Bill** of a **Customer** if at least 14 calendar days have passed after the due date for payment of the **Bill** of a **Customer**.
- (2) If at least 14 calendar days have passed after the due date, the **Utility** may charge interest on the **Bill** of a **Customer** from the due date of payment of the **Bill**.
- (3) If the **Customer** is a **Franchise Customer**, the **Utility** must not charge a rate of interest which:
  - (a) is not specified in the **Standard Customer Contract**; and
  - (b) exceeds the **Default Rate**.

## 16 New customer contract information

- (1) A **Utility** must provide a **Customer** with the following information, in writing, as soon as practicable after entering into a contract with a **Customer**:
  - (a) the full terms, conditions and applicable costs of the contract including the period of the contract;
  - (b) a summary of the **Utility's** and **Customer's** respective rights and obligations in relation to the contract;
  - (c) a **Utility** contact point which the **Customer** may contact for further information;
  - (d) reference to any **Territory** Government sponsored rebates or concessions that the **Utility** provides that the **Customer** may be eligible for;

- (e) information about the availability of interpreter services and telephone numbers for such services; and
  - (f) how to make a **Complaint** against the **Utility**.
- (2) Any information provided to a **Customer** under clause 16(1) must be in simple and straightforward language.

## PART 3 PROTECTION OF FRANCHISE CUSTOMERS

### Part 3.1 STANDARD CUSTOMER CONTRACTS

#### Application

Part 3.1 applies to:

- (1) A **Utility** providing **Water** and **Sewerage Services**; and
- (2) **Customers** who are **Franchise Customers** on a **Standard Customer Contract**.

## 17 Standard customer contract provisions

### 17.1 Obligations under the Utilities Act

Under the **Utilities Act**, a **Utility** that provides a **Utility service** to a **Customer** must do so in accordance with a **Standard Customer Contract**.

### 17.2 Provisions to be contained in standard customer contracts

A **Standard Customer Contract** must contain provisions to notify **Customers** of their rights contained within, and give effect to, Part 3 of the Code.

### 17.3 Provisions to be regarded as minimums only

Nothing in this Part of the Code is to be taken to prevent a **Utility** including provisions in its **Standard Customer Contract** that are in addition to, and not inconsistent with, matters covered by this Part.

## 18 Connection and Supply

### 18.1 Obligation to connect and supply

A **Utility** that is licensed to provide a **Utility service** to a **Customer**, and receives an application to provide a **Utility service** from a **Customer**, must provide the service requested within a reasonable time.

### 18.2 Utility not required to connect or supply

Notwithstanding clause 18.1, a **Utility** is not required to provide the **Utility service** if a **Customer**:

- (1) does not meet any **Charges** payable to the **Utility** with respect to the provision of the **Utility service**, the connection of the **Premises** or any applicable capital contribution;
- (2) does not provide satisfactory evidence of identity;
- (3) does not meet any other condition that has been approved by the **ICRC**;

- (4) is seeking to have their **Installation** connected to the **Network** of the **Utility** and the **Installation** of the **Customer** does not meet:
  - (a) the requirements of the relevant **Service and Installation Rules**, or any applicable **Technical Code** or **Law**; and
  - (b) any other reasonable requirements by the **Utility** in relation to the **Customer's Installation**; and
- (5) does not pay a security deposit if required by the **Utility** under clause 23.

### 18.3 Deeming of standard customer contract

- (1) On the acceptance by a **Utility** of an application by a **Customer**, the **Customer** is deemed to have entered into a **Standard Customer Contract** with the **Utility** for the provision of the **Utility service** requested.
- (2) A **Utility** may require the application for the provision of a **Utility service** to be in an approved form, or as varied by agreement between the **Utility** and the **Customer**.

## 19 Availability of and changes to a standard customer contract

### 19.1 Utility to make contract available to customers

A **Utility** must make a copy of its **Standard Customer Contract** available to a **Customer**, on request and free of charge. The **Utility** must also make the **Standard Customer Contract** available on its website.

### 19.2 Additional copies

A **Utility** may charge a **Customer** the reasonable cost of providing any additional copy of a **Standard Customer Contract**.

### 19.3 Changes to standard customer contracts

- (1) If a **Standard Customer Contract** is changed the **Utility** must publish a notice of the change on their website and in a newspaper that circulates in the **Territory**. The notice must provide:
  - (a) a summary of the scope, intent and general effect of the variation; and
  - (b) advice about where the details of the changes may be found.
- (2) The **Utility** must also provide a summary of the contract variation to an affected **Customer** in the next **Bill** given after the date of the publication of the notice.
- (3) If requested by a **Customer**, the **Utility** must make available a copy of the amended **Standard Customer Contract** to the **Customer** free of charge.

## PART 3.2 STANDARD CUSTOMER CONTRACTS AND NEGOTIATED CUSTOMER CONTRACTS

### Application

Part 3.2 applies to:

- (1) A **Utility** providing **Water and Sewerage Services**; and
- (2) **Customers** who are **Franchise Customers** on a **Standard Customer Contract** or **Negotiated Customer Contract**.

## 20 Disconnection of premises from a utility network and restriction of water supply

### 20.1 When a utility must not disconnect or restrict utility services

- (1) A **Utility** must not, in relation to **Premises** supplied under a **Customer Contract**:
  - (a) disconnect the **Premises** from the:
    - (i) water **Network**; or
    - (ii) sewerage **Network**; or
  - (b) restrict the supply of water to the **Premises**;  
except in accordance with clauses 10.2, 20.1(2), 20.1(3), 20.2 and 20.3, and subject to clause 21.
- (2) Subject to clauses 10.2 and 20.4, a **Utility** must not restrict the supply of, a **Utility service** it provides to **Premises** supplied under a **Customer Contract** for failure by a **Customer** to pay an outstanding **Bill**.
- (3) A **Utility** must not disconnect, or restrict the supply of, a **Utility service** it provides under clause 20.1(2):
  - (a) after 3.00pm on any day;
  - (b) on a Friday, Saturday or Sunday;
  - (c) on a day that is a public holiday in the **Territory** or on the day before a public holiday; or
  - (d) if the **Customer** has made a hardship complaint to the **ACAT** following the non-payment of a **Bill** and the **ACAT** has notified the **Utility** that the **Complaint** has been received.

### 20.2 When a utility must disconnect premises from a utility network

A **Utility** must disconnect the **Premises** supplied under a **Customer Contract** from a **Utility Network** if it is:

- (1) requested to do so by the **Customer**;
- (2) directed to do so by the **Technical Regulator**; or
- (3) directed to do so by a **Person** permitted under **Law** to issue the direction (for example, the **Territory Controller** under the *Emergency Act 2004* (ACT)).

### 20.3 When a utility may disconnect or restrict supply

Subject to the **Utilities Act** and clauses 10.2, 20.2 and 20.4, a **Utility** may disconnect or restrict the supply of a **Utility service** it provides to **Premises** supplied under a **Customer Contract** if the **Utility**:

- (1) is entitled to do so under the **Customer Contract**;
- (2) reasonably believes that failure to disconnect may constitute a health or safety risk to the **Customer** or to another person;
- (3) reasonably believes that failure to disconnect will cause, or is likely to cause, serious damage to property;
- (4) reasonably believes that failure to disconnect may affect the safe operation of the **Network** of the **Utility**;
- (5) reasonably believes that the **Installation** of the **Customer** does not comply with the relevant **Service and Installation Rules** or any other reasonable **Installation** requirement prescribed by the **Utility**.

### 20.4 Restriction of utility services to residential premises for failure to pay a Bill

- (1) Subject to clause 10.1, a **Utility** may take action to restrict the supply of water to **Residential Premises** for failure by a **Customer** to pay an outstanding **Bill** only if:
  - (a) the amount of the unpaid **Bill** exceeds the amount agreed between the **Utility** and the **ACAT**;
  - (b) two written notices have been served on the **Customer** at least seven days apart;
  - (c) the **Bill** has not been paid within five days of the second notice being served on the **Customer**, and a reasonable attempt has subsequently been made to contact the **Customer** either in person or by telephone on a day other than the day of disconnection; and
  - (d) after the procedures outlined in clauses 20.4(1) (b) and (c) have been followed, the **Customer** has failed to make and comply with a payment arrangement to pay the **Bill** that is reasonable in the financial circumstances of the **Customer** and satisfactory to, and agreed to by, the **Utility**.
- (2) If the **Customer** fails to comply with any arrangement made with the **Utility** in clause 20.4(1)(d), nothing in clause 20.4 requires the **Utility**

to repeat the steps referred to in clauses 20.4(1)(a) to (c) prior to taking action to restrict supply.

- (3) If, after following the procedures outlined in clause 20.4 (1) the **Utility** is entitled to take action to restrict the supply of water to **Residential Premises**, the **Utility** must do so not more than six weeks after the second notice has been issued.
- (4) If a **Utility** is advised by the **ACAT** that the **ACAT** has received and accepted a hardship complaint from a **Customer**, the **Utility** must not take action to restrict the **Utility service** it provides to the **Premises** supplied under the **Customer Contract** until the matter has been determined by the **ACAT**.
- (5) If a **Utility** has taken action to restrict a **Utility service** it provides to **Residential Premises** under clause 20.4(1) and it is advised by the **ACAT** that the **ACAT** has received and accepted a hardship complaint from the **Customer**, the **Utility** must arrange to restore the service as soon as practicable and, in any event, within 24 hours, until the matter has been determined by the **ACAT**.
- (6) If a **Utility** has taken action to restrict a **Utility service** it provides to **Residential Premises** of a **Customer** under clause 20.4(1) and the **Customer** pays the **Bill**, or the **Utility** accepts an arrangement by the **Customer** to pay the **Bill**, the **Utility** must arrange to restore the service, as soon as practicable and, in any event, within 24 hours.
- (7) The **ACAT** must notify within two **Business Days** the **Utility** and the **Customer** that a determination has been made.

## 20.5 Restrictions on water restrictions to residential premises

If a **Utility** restricts the supply of water to **Residential Premises** the **Utility** must ensure that the restriction is to a flow rate of no less than two litres per minute.

## 20.6 Content and format of notices

A **Utility** must ensure that a notice issued to a **Customer** under clause 20.4(1):

- (1) is in simple and straightforward language;
- (2) is served in accordance with clause 8 of this Code;
- (3) advises that the **Customer** has failed to pay the **Bill** by the due date;
- (4) makes clear when the due date is, if the notice is for a subsequent failure to pay a **Bill**;
- (5) advises the **Customer** that failure to pay the amount due will entitle the **Utility** to take steps to disconnect or restrict its supply of the **Utility service** to the **Premises**;
- (6) requests the **Customer** to contact the **Utility**;



- (7) specifies details of any **Territory** Government sponsored rebates or concessions that the **Utility** provides that may be available to the **Customer**;
- (8) outlines the availability of payment options;
- (9) advises the **Customer** of their eligibility to make a hardship **complaint** to the **ACAT** in a format approved by the **ACAT**;
- (10) provides advice, in the five most common non-English languages used in the **Territory** on the availability of translation services for a non-English speaking **Customer**; and
- (11) provides other information which the **ACAT** may require from time to time, by notice, in writing.

## 21 Disconnections and restrictions in emergencies and under restriction schemes

In addition to the right to disconnect or restrict the supply of **Utility services** as set out in clause 20, a **Utility** may restrict or ration the supply of water and sewerage services if:

- (1) there is a **Declared State of Emergency**; or
- (2) a restriction under a restriction scheme approved under a **Law** is in force; and
- (3) the restriction or rationing is in accordance with the **Emergency Plan** of a **Utility** or an approved restriction scheme, as the case may be.

## 22 Interruptions to supply

### 22.1 When a utility may interrupt supply of a utility service

A **Utility** may only interrupt the supply of a **Utility service** it provides to **Premises** supplied under a **Customer Contract**:

- (1) if required to do so by **Law**;
- (2) if requested to do so by the **Customer**;
- (3) for planned maintenance, repair or augmentation of the **Network**;
- (4) for unplanned maintenance or repair of the **Network** in circumstances where, in the opinion of the **Utility**, there is a risk of fire or a threat of injury or material damage to a **Person**, to property or to the **Network**;
- (5) if required to do so by the **Technical Regulator**;
- (6) for the purpose of connecting or installing a new supply to the **Premises** of another **Customer**;

- (7) for the purpose of restoring supply to the **Premises** or to the **Premises** of another **Customer**; or
- (8) in an emergency.

## 22.2 Planned interruptions to the supply of utility services

- (1) A **Utility** must give at least two **Business Days'** notice of a **Planned Interruption** under clause 22.1(3) to a **Utility service** it provides to each **Premises** that will be affected by the interruption. The notice must:
  - (a) specify the reason for the interruption and the expected date, time and reasonably anticipated duration of the interruption; and
  - (b) provide either:
    - (i) a business hours telephone number for inquiries; or
    - (ii) a 24 hour telephone number for inquiries.
- (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 22.2(1); and
  - (b) in any event, does not exceed 12 hours.
- (3) For the purposes of the **Guaranteed Service Levels** in the Schedule to this Code, notice to a **Customer** or **Consumer** of a **Planned Interruption** may, where notice to individual **Premises** under clause 22.2(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 owners corporation, 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 owners corporation 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 22.2(1).
- (5) Clauses 22.2(1), (3) and (4) do not apply to **Premises** that have been registered as a supply address under clause 10.1.

### 22.3 Unplanned interruptions to the supply of a utility service

- (1) A **Utility** must, within one hour of being advised of an **Unplanned Interruption** to a **Utility service**, establish a 24-hour telephone service which provides affected **Persons** with:
  - (a) information on the nature of the interruption; and
  - (b) an estimate of:
    - (i) when the **Utility** expects that supply of the relevant **Utility service** will be restored; or
    - (ii) when reliable information on the restoration of the supply of the relevant **Utility service** will be available; and
  - (c) the facility, as far as it is within the power of the **Utility**, for a **Person** to be connected to a telephone operator if required.
- (2) Following an **Unplanned Interruption** a **Utility** must take all steps that are reasonable and practicable to restore its supply of the **Utility service** to affected **Premises** as soon as possible and in any event within 12 hours.

### 22.4 Liability for an interruption

A **Standard Customer Contract** may provide that a **Utility** will not be liable for an interruption to the supply of its **Utility service** in certain circumstances, including where:

- (1) the interruption was caused by events or circumstances beyond the control of the **Utility**;
- (2) the interruption was not caused by the negligence of the **Utility**; and
- (3) the **Utility** has otherwise complied with all relevant performance standards.

## 23 Security deposit

### 23.1 When a security deposit may be required

- (1) A **Utility** may require the payment of a security deposit by a **Customer** only if:
  - (a) the **Customer**:
    - (i) does not have a satisfactory payment record with the **Utility**; or
    - (ii) cannot provide satisfactory payment record data from another source; or
  - (b) the **ACAT** directs that the **Customer** must pay a security deposit; or

- (c) the **Customer** has previously vacated **Premises** without paying an outstanding **Bill** and the **Customer's** debt to the **Utility** remains outstanding; or
- (d) during the last 12 months the **Customer** has on two or more occasions not paid a **Bill** by the due date or within a reasonable time after that date.

### 23.2 Maximum amount of security deposit

If a **Utility** requires a **Customer** to pay a security deposit, the security deposit must not be greater than:

- (1) 1.5 times the estimated quarterly **Bill**, if the **Customer** is billed quarterly; or
- (2) 2.5 times the estimated monthly **Bill**, if the **Customer** is billed monthly; or
- (3) an amount determined by the **ACAT** either generally or in a specific case having regard to the financial circumstances of the **Customer** or a class of **Customers**.

### 23.3 Interest on security deposits

Interest earned on security deposits must be at a rate no less than the rate specified from time to time by the **ICRC**.

### 23.4 Repayment of security deposits

A **Utility** must repay a security deposit (including any interest earned) to a **Customer** if the **Customer** pays his or her **Bill** on or before the due date for a continuous period of 12 months.

### 23.5 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** it provides for the **Customer** who paid the security deposit.

## Dictionary

In this Code, unless the contrary intention appears:

- (1) **'ACAT'** means the ACT Civil and Administrative Tribunal established under the *ACT Civil and Administrative Tribunal Act 2008* (ACT).
- (2) **'Account'** means the record of a **Customer's** use of a **Utility service** provided by a **Utility** and includes the **Customer's** name, contact information, account number and **Bill** history.
- (3) **'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**.
- (4) **'Agent'** means a **Person** whom a **Utility** has contracted to provide, construct, operate, manage or maintain any of the systems or services that it is licensed to provide, including **Marketing**.
- (5) **'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.
- (6) **'Bill'** means a written instrument issued, or to be issued, to a **Customer** of the **Utility**, setting out any **Charges**, fees or interest that are payable by the **Customer** in accordance with the requirements of this Code.
- (7) **'Business Day'** means a day, other than a Saturday or Sunday, or a declared Public Holiday in the **Territory**.
- (8) **'Centrelink'** means the **Centrelink** program delivered by the Commonwealth Department of Human Services.
- (9) **'Charges'** includes prices, tariffs and fees.
- (10) **'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 **ACAT** under Parts 11 and 12 of the **Utilities Act**.
- (11) **'Consumer'** has the meaning it has in the **Utilities Act**.

- (12) **'Customer'** has the meaning it has in the **Utilities Act**. Subject to Schedule 3, it may also include a customer of a **NERL retailer** receiving a **Customer retail service**.
- (13) **'Customer Contract'** means a **Standard Customer Contract** or a **Negotiated Customer Contract**.
- (14) **'Customer retail service'** means the sale of energy by a **NERL retailer** to a **Customer** at **Premises**.
- (15) **'Declared State of Emergency'** has the same meaning as in the *Emergencies Act 2004 (ACT)*.
- (16) **'Default Rate'** means the Supreme Court after-judgement rate of interest that is fixed from time to time in Schedule 2 of the *Court Procedure Rules 2006*.
- (17) **'Electricity Distributor'** means a **Person** who holds a licence to distribute electricity under Part 3 of the **Utilities Act**.
- (18) **'Emergency Plan'** means an **Emergency Plan** required to be developed under the **Emergency Planning Code**.
- (19) **'Emergency Planning Code'** means the **Emergency Planning Code** approved as a **Technical Code**.
- (20) **'Franchise Customer'** has the meaning given by the **Utilities Act**.
- (21) **'Gas Distributor'** means a **Person** who holds a licence to distribute gas under Part 3 of the **Utilities Act**.
- (22) **'Guaranteed Service Level'** means the service levels set out in Schedule 2 and Schedule 3 of this Code.
- (23) **'high pressure steel network'** means steel gas pipes with a maximum allowable operating pressure of 1050kPa or greater.
- (24) **'ICRC'** means the Independent Competition and Regulatory Commission established under section 5 of *the Independent Competition and Regulatory Commission Act 1997 (ACT)*.
- (25) **'Industry Code'** means a code approved or determined by **ICRC** under Part 4 of the **Utilities Act**.
- (26) **'Installation'** means the wiring, pipes and associated structures or equipment, owned by a **Customer** and within the **Customer's Premises**, that are used to convey electricity, gas or water or dispose of sewage but, in the case of electricity, does not include anything connected to and extending beyond an electrical outlet socket.
- (27) **'Law'** means:
- (a) an Act of the Legislative Assembly of the ACT; or
  - (b) a subordinate law; or

- (c) any other statutory instrument of a legislative nature; or
- (d) the common law.
- (28) **'Life Support Supply Address'** means premises that have been registered as a having a Person requiring life support equipment, in accordance with Clause 10.1 of this Code.
- (29) **'Load shedding'** has the meaning it has under the **National Electricity Rules**.
- (30) **'National Electricity (ACT) Law'** has the meaning it has under the *Electricity (National Scheme) Act 1997 (ACT)*.
- (31) **'National Electricity Rules'** means the rules made under the **National Electricity (ACT) Law**.
- (32) **'Negotiated Customer Contract'** means a contract that is a **Negotiated Customer Contract** for the purposes of Part 6 of the **Utilities Act**.
- (33) **'NERL retailer'** means a electricity or gas retailer that has been authorised to retail electricity or gas under the *National Energy Retail Law (ACT)*.
- (34) **'Network'** means the infrastructure used for the provision of a service to the **Premises** of a **Customer** or a **Consumer**;
- (35) **'Non-drinking water'** has the meaning it has under the *Non-drinking Water Supply Code* made under the *Utilities (Technical Regulation) Act 2014*.
- (36) **'Occupier'** of **Premises**, means a **Person** who has, or is entitled to, lawful possession or control of the **Premises** (whether alone or together with one or more other **Persons**).
- (37) **'Person'** includes a natural **Person**, a firm, an unincorporated association or a body corporate.
- (38) **'Planned interruption'** means an interruption that occurs where planned work undertaken 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**.
- (39) **'Premises'** includes land and place. For the purposes of this Code, each **Premises** that is supplied under a **Customer Contract**, and which:
- (a) for water and sewerage services, has its own **Utility** water meter at the point of connection; or
- (b) in the absence 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.

- (40) **'Residential Premises'** means **Premises** to which a **Utility** provides a **Utility service** for domestic use.
- (41) **'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.
- (42) **'Service and Installation Rules'** means the **Service and Installation Rules** adopted by a **Utility** in accordance with the relevant **Service and Installation Rules Code**.
- (43) **'Service and Installation Rules Code'** refers to the Water and Sewerage Service and Installation Rules Code, approved as a **Technical Code** by the **Minister** responsible for administering Part 5 of the **Utilities Act**.
- (44) **'Sewerage service'** is a **Utility service** and has the meaning it has in section 13 of the **Utilities Act**.
- (45) **'Standard Customer Contract'** means a contract that is a **Standard Customer Contract** for the purposes of Part 6 of the **Utilities Act**.
- (46) **'Technical Code'** means a code approved or determined under the *Utilities (Technical Regulation) Act 2014*.
- (47) **'Technical Regulator'** means the technical regulator under the *Utilities (Technical Regulation) Act 2014*.
- (48) **'Territory'** means the Australian Capital Territory.
- (49) **'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 provider of the service; 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.



- (50) **'Unplanned sustained interruption'** means an **Unplanned Interruption** to a **Utility service** that has a duration longer than three minutes.
- (51) **'Utilities Act'** means the *Utilities Act 2000* (ACT).
- (52) **'Utility'** means a **Person** licensed to provide a **Utility service** under Part 3 of the **Utilities Act**. Subject to Schedule 3, it may also include a **NERL Retailer**.
- (53) **'Utility service'** has the meaning it has in the **Utilities Act**. Subject to Schedule 3, it may also include a **Customer retail service**.
- (54) **'Water service'** is a **Utility service** and has the meaning it has in section 11 of the **Utilities Act**.

## SCHEDULE 1: Water and Sewerage Services Guaranteed Service Levels

Schedule 1 sets out **Guaranteed Service Levels** (GSLs) that are applicable to **Utilities** providing **Water and Sewerage Services**.

### 1. Guaranteed Service levels and rebates

Subject to the Code and clause 2 of this Schedule, a **Utility** is obliged to pay a **Customer** the relevant rebate when the GSL threshold is not met.

Table s1.1 – Guaranteed Service Levels and rebates

	Parameter	GSL Threshold	Rebate
<b>GSL-W1</b>	Customer connection and removal of flow restrictors	Connection not provided, or flow restrictors not removed, by required date	\$60 per day (maximum \$300)
<b>GSL- W2</b>	Responding to <b>Complaints</b>	Upon receiving a <b>Complaint, Utility</b> does not: (a) <b>Acknowledge</b> the <b>complaint</b> immediately or as soon as practicable; and (b) Provide a response addressing the matters in the <b>complaint</b> within 20 business days	\$20
<b>GSL- W3</b>	Notice of <b>Planned Interruption</b>	Two <b>Business Days'</b> notice not given	\$50
<b>GSL-W4</b>	Duration of <b>Interruption</b> (single event)	An <b>Unplanned Interruption</b> lasts for 12 hours or longer	\$80
<b>GSL-W5</b>	Frequency of <b>Unplanned Interruptions</b>	<b>Customer</b> experiences more than 9 <b>Unplanned Interruptions</b> in a financial year	\$80
<b>GSL-W6</b>	<b>Response</b> time to notification of a fault, problem or concern that affects the premises of the <b>Customer</b>	<b>Utility</b> fails to <b>respond</b> : (a) If the notification relates to damage to, or a fault or problem with the <b>Network</b> 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, <b>respond</b> as soon as practicable and in any event within six hours; or (b) In all other cases within 48 hours; and (c) Resolve the problem or concern within the time specified in the <b>Response</b> .	\$60 per day (maximum \$300)

## 2. Additional information regarding GSL parameters

### 2.1 Customer Connection Times (GSL-W1)

If a **Customer's Installation** is:

- (1) physically connected to the water or sewerage **Network**; and
- (2) a **Customer** requests a **Utility service** from the **Utility**; and
- (3) a **Customer** is entitled to supply of the relevant **Utility service** under the **Utilities Act**; then,
- (4) the relevant **Utility** must connect the **Premises** within the time required in Table s1.2,

Table s1.2 – time required for connection

1	If the request is made by the <b>Customer</b> before 2:00pm on a <b>Business Day</b>	On the same day
2	If the request is made by the <b>Customer</b> after 2:00pm on a <b>Business Day</b>	By the end of the next <b>Business Day</b>
3	If the request made on a non- <b>Business Day</b>	By the end of the next <b>Business Day</b>
4	Otherwise:	on a day agreed between the <b>Customer</b> and the <b>Utility</b> .

### 2.2 Removal of flow restrictors (GSL-W1)

- (1) In the event that:
  - (a) a flow restrictor has been placed on the water supply of a **Premises**; and
  - (b) an event that satisfies the removal of the flow restrictor occurs, as outlined in 20.4(5) or 20.4(6) of the Code; then
 the **Utility** must remove the water flow restrictor within 24-hours.

### 2.3 Notice of Planned interruptions (GSL-W3)

The notice must:

- (1) specify the reason for the interruption and the expected date, time and reasonably anticipated duration of the interruption; and
- (2) provide either:
  - (a) a business hours telephone number for inquiries; or
  - (b) a 24-hour telephone number for inquiries.

## 3. Exclusions

1. Despite clause 11 of the Code, a Utility is not required to make a rebate payment to customers on a contract for Non-drinking water when the GSL threshold for Duration of Interruption (GSL-W4) or frequency of interruptions (GSL-W5) is exceeded.

## SCHEDULE 2: NERL retailer, Gas Distributor and Electricity Distributor Guaranteed Service Levels

Schedule 2 sets out **Guaranteed Service Levels (GSLs)** that are applicable to **NERL Retailers, Gas Distributors** and **Electricity Distributors**.

### Interpretation

For the purpose of this schedule 2:

'**Customer**' includes a customer of a **NERL retailer** receiving a **Customer Retail service**.

'**Utility**' includes a **NERL retailer**.

### 1. Guaranteed Service Levels and rebates

Subject to the Code and clause 2 and 3 of this Schedule, a **Utility** is obliged to pay a **Customer** the relevant rebate when the GSL threshold is not met.

Table s2.1 – Guaranteed Service Levels and rebates

	Parameter	GSL Threshold	Rebate
<b>GSL-E1</b>	Customer connection times	Connection not provided by required date	\$60 per day (maximum \$300)
<b>GSL- E2</b>	Wrongful disconnection	Where customer is wrongfully disconnected	\$100
<b>GSL- E3</b>	Responding to <b>Complaints</b>	Upon receiving a <b>Complaint, Utility</b> does not: <ol style="list-style-type: none"> <li>1. <b>Acknowledge</b> the <b>Complaint</b> immediately or as soon as practicable; and</li> <li>2. Provide a <b>Response</b> addressing the matters in the <b>Complaint</b> within 20 <b>Business days</b></li> </ol>	\$20
<b>GSL- E4</b>	Notice of <b>planned interruption</b>	<ol style="list-style-type: none"> <li>1. For <b>Electricity</b> and <b>Gas Distributors</b>, 4 <b>Business Days</b> notice not given</li> <li>2. For <b>NERL retailers</b>, 4 <b>Business Days</b> notice not given, unless the <b>NERL retailer</b> has obtained consent from the <b>customer</b> for a shorter period.</li> </ol>	\$50  \$50

	Parameter	GSL Threshold	Rebate
<b>GSL-E5</b>	Duration of interruptions (single event)  <i>This GSL applies to an <b>electricity distributor</b> or a <b>gas distributor</b> only</i>	An <b>Unplanned sustained interruption</b> lasts for 12 hours or longer	\$80
<b>GSL-E6</b>	Total duration of interruptions (cumulative)  <i>This GSL applies to an <b>electricity distributor</b> or <b>gas distributor</b> only</i>	Total cumulative hours of <b>Unplanned sustained interruptions</b> experienced by <b>Customer</b> in a financial year is equal to or exceeds: Level 1 – 20 hours Level 2 – 30 hours Level 3 – 60 hours	\$100 \$150 \$300
<b>GSL-E7</b>	Frequency of interruptions  <i>This GSL applies to an <b>electricity distributor</b> or a <b>gas distributor</b> only</i>	<b>Customer</b> experiences more than 9 <b>Unplanned sustained interruptions</b> in a financial year	\$80
<b>GSL-E8</b>	<b>Response</b> time to notification of a fault, problem or concern that affects the premises of the <b>Customer</b>  <i>This GSL applies to an <b>electricity distributor</b> or a <b>gas distributor</b> only</i>	<b>Utility</b> fails to <b>Respond</b> : 1. if the notification relates to damage to, or a fault or problem with the <b>Network</b> 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, <b>Respond</b> as soon as practicable and in any event within six hours; or 2. In all other cases within 48 hours; and 3. Resolve the problem or concern within the time specified in the <b>response</b> .	\$60 per day (maximum \$300)

## 2. Additional information regarding GSL parameters

### 2.1 Customer Connection Times (GSL-E1)

If a **Customer's Installation** is:

- (1) physically connected to the electricity or gas **Network**; and
- (2) a **Customer** requests a **Utility service** from the **Utility**; and
- (3) a **Customer** is entitled to supply of the relevant **Utility service** under the **Utilities Act** or *National Energy Retail Law (ACT)*;
- (4) the relevant **Utility** must connect the **Premises** within the time required in Table s2.

Table s2 – time required for connection

1	If the request is made by the <b>Customer</b> before 2:00pm on a <b>Business Day</b>	On the same day
2	If the request is made by the <b>Customer</b> after 2:00pm on a <b>Business Day</b>	By the end of the next <b>Business Day</b>
3	If the request made on a non- <b>Business Day</b>	By the end of the next <b>Business Day</b>
4	Otherwise:	on a day agreed between the <b>Customer</b> and the <b>Utility</b> .

## 2.2 Wrongful disconnection (GSL-E2)

A **Utility** wrongfully disconnects a **Customer** when it is not entitled to do so under the **Law**.

## 2.3 Notice of Planned interruptions (GSL-E4)

The notice must:

- (1) specify the reason for the interruption and the expected date, time and reasonably anticipated duration of the interruption; and
- (2) provide either:
  - i. a business hours telephone number for inquiries; or
  - ii. a 24-hour telephone number for inquiries.

## 3. Exclusions

1. Despite clause 11 of the Code, a **Utility** is not required to make a rebate payment when the GSL threshold for frequency of interruptions (GSL-E7), duration of interruptions (GSL-E5) or total duration of interruptions (GSL-E6) is exceeded as a result of any of the following events:
  - (a) electricity **load shedding** due to a generation shortfall
  - (b) interruptions due to a gas supply shortfall
  - (c) automatic electricity **load shedding** due to the operation of under frequency relays following the occurrence of a power system under-frequency condition
  - (d) electricity **load shedding** at the direction of the Australian Energy Market Operator or a system operator.
  - (e) electricity load interruptions caused by a failure of the shared transmission network
  - (f) gas interruptions caused by a failure in the **high pressure steel network**, except where the interruptions were due to actions, or inactions, of the distributor that are inconsistent with good industry practice

- (g) gas interruptions where a fault inside a customer's installation prevents the distributor from safely reconnecting gas
  - (h) electricity load interruptions caused by a failure of transmission connection assets except where the interruptions were due to:
    - (i) actions, or inactions, of the distributor that are inconsistent with good industry practice; or
    - (ii) inadequate planning of transmission connections and the energy distributor is responsible for transmission connection planning
  - (i) electricity load or gas interruptions caused by the exercise of any obligation, right or discretion imposed upon or provided for under **Law**.
  - (j) electricity load or gas interruptions caused or extended by a direction from state, territory or federal emergency services, provided that a fault in, or the operation of, the network did not cause, in whole or part, the event giving rise to the direction.
2. An event may also be excluded where daily unplanned System Average Interruption Duration Index for the **Network** exceeds the major event day boundary, as defined by the Australian Energy Regulator in the *Electricity distribution network service providers: Service target performance incentive scheme*.

## SCHEDULE 3: APPLICATION TO NERL RETAILERS

### 1. Application of provisions to NERL Retailers

Subject to clause 2 below, Table s3.1 sets out provisions in the Consumer Protection code that are applicable to **NERL Retailers**.

#### Interpretation

For each of the clauses noted as applying to NERL Retailers, the definitions for this Code include:

'**Customer**' includes a customer of a **NERL retailer** receiving a **Customer Retail service**.

'**Utility**' includes a **NERL retailer**

Table s3.1 Applicability to NERL Retailers

Part / Clause(s)	Summary of Clause	Applies to NERL Retailer	Comment on applicability
Part 1	Preliminary	Yes	General coverage & guidance notes
Part 2			
4.1	Reporting	Yes	
4.2	Licensed Utility obligations	No	Clause only applies to utilities licensed under the <b>Utilities Act</b>
4.3	Conduct of agents	No	The <i>National Electricity Law</i> and <i>National Gas Law</i> sets out obligations for <b>NERL Retailers</b> in regards to conduct of agents and associates
5(1)	Ethical and fair conduct	Yes	
5(2)	Allowed contact hours	No	The <i>National Electricity Law</i> , <i>National Gas Law</i> and <i>Telecommunications (Telemarketing and Research Calls) Industry Standard 2017</i> sets out obligations for <b>NERL Retailers</b> in regards to contact and marketing conduct
5(3)	Identification before entry to premises	Yes	
5(4)	Obligations under Code limited to Customer providing information	Yes	



Part / Clause(s)	Summary of Clause	Applies to NERL Retailer	Comment on applicability
5(5) 5(6)	Appointments	No	The <i>National Electricity Rules</i> and <i>National Energy Retail Rules</i> set out obligations for circumstances where <b>NERL Retailers</b> must make appointments (for instance meter installations).
5(7)	Coverage to agents	No	As outlined in 4.3 above. The <i>National Electricity Law</i> and <i>National Gas Law</i> sets out obligations for <b>NERL Retailers</b> in regards to conduct of agents and associates
6.1	Complaints	Yes	
6.2	Complaints Australian standard	No	The <i>National Electricity Law</i> , <i>National Gas Law</i> and <i>National Energy Retail Rules</i> set out specific obligations for <b>NERL Retailers</b> in relation to complaints handling
6.3	Addressing complaints	Yes	
6.4	Keeping records of complaints	Yes	
7.1	Obligation to provide information to customers	Yes	
7.2	Cost recovery for providing information	No	NERL Retailers rights to recover costs for providing information are set out in the <i>National Electricity Retail Rules</i>
7.3	Disclosure of information to 3 <sup>rd</sup> parties	Yes	
8.1	Notice	Yes	
8.2	Deemed delivery	Yes	
9.1	Summary of Customer rights	Yes	
9.2 9.3 9.4	Content and format of summary	No	The <i>National Energy Retail Rules</i> specify requirements for information that must be provided to Customers
10 (all)	Consumers requiring life support equipment	No	The <i>National Electricity Law</i> and <i>National Energy Retail Rules</i> set out specific obligations for <b>NERL Retailers</b> in relation to Life Support
11 (all)	Guaranteed Service Levels	Yes	
12.1	Charges	Yes	

Part / Clause(s)	Summary of Clause	Applies to NERL Retailer	Comment on applicability
12.2	Variation to charges	No	The <i>National Energy Retail Rules</i> set out specific obligations for <b>NERL Retailers</b> in relation to variations of price and charges.
13 (all)	Billing	No	The <i>National Energy Retail Rules</i> set out specific obligations for <b>NERL Retailers</b> in relation to billing.
14.1	Hardship application	Yes	
14.2	Policy Requirements	Partial	14.2(1) and 14.2(2) apply to <b>NERL Retailers</b> . The <i>National Energy Retail Rules</i> set out specific obligations for <b>NERL Retailers</b> in relation to hardship policy requirements.
15	Interest charges	No	The <i>National Energy Retail Rules</i> set out rights for <b>NERL Retailers</b> in relation to charging interest on overdue bills.
16	New Customer contract information	Yes	
Part 3	Contract requirements for Franchise Customers	No	Part 3 relates to water and sewerage customer contracts.
Schedule 1	Water and Sewerage Services Guaranteed Service Levels	No	Schedule 1 relates to water and sewerage utilities
Schedule 2	NERL Retailer, energy Distributor Guaranteed Service Levels	Yes	
Schedule 3	Application to NERL Retailers	Yes	

## 2. Inconsistency with the National Electricity Customer Framework

In the event that any provision of the Consumer Protection code is in direct conflict with a requirement of the *National Energy Retail Law (ACT) Act 2012*, the *National Energy Retail Law (ACT) Act 2012* prevails.

**SCHEDULE 4: CODE AMENDMENT HISTORY**

The Consumer Protection Code was first determined on 21 December 2000, under the Utilities (Industry Codes) Determination 2000 (DI2000-368). The Code has been varied or revoked and redetermined by the following instruments. These are available on the ACT Legislation Register ([www.legislation.act.gov.au/a/2000-65/default.asp](http://www.legislation.act.gov.au/a/2000-65/default.asp)).

<b>Instrument name and number</b>	<b>Date of effect</b>	<b>Comment</b>
Utilities (Approval of Variation of Industry Code) 2002 (No 1) DI2002-204		Amended the Code determined in 2000
Utilities (Consumer Protection Code) 2003 (No 1) DI2003-147	Effective from 24 June 2003 to 31 December 2006	Revoked the Code determined in 2000 and determined new Code
Utilities (Variation of Industry Code) Approval 2004 (No 1) DI2004-203		Amended the Code that was determined in 2003
Utilities (Variation of Industry Code) Determination 2005 (No 1) DI2005-65		Amended the Code that was determined in 2003
Utilities (Variation of Industry Code) Determination 2005 (No 2) DI2005-132		Amended the Code that was determined in 2003
Utilities (Consumer Protection Code) (Industry Code) Determination 2006 (No 1) DI2006-267	Effective from 1 January 2007 to 30 June 2009	Revoked the Code determined in 2003 as varied and determined new Code
Utilities (Consumer Protection Code) Determination 2009 DI2009-75	Effective from 1 July 2009	Revoked the Code determined in 2006 and determined new Code
Utilities (Consumer Protection Code) Determination 2010 DI2010-108	Effective from 1 July 2010	Revoked the Code determined in 2009 and determined new Code
Utilities (Consumer Protection Code) Determination 2010 (No 2) DI2010-178	Effective from 31 July 2010	Revoked the Code determined on 23 June 2010 and determined new Code
Utilities (Consumer Protection Code) Determination 2012 DI2012-149	Effective from 1 July 2012	Revoked the Code determined on July 2010 and determined a new code as a consequence of the introduction of the NECF
Utilities (Consumer Protection Code) Determination 2020 DI2020-	Effective from 1 July 2020	Revoked the Code determined on 28 June 2012 and determined new Code