

Australian Capital Territory

Utilities (Variation of Terms) Approval 2005 (No 1)

Notifiable Instrument NI2005-84

made under the

Utilities Act 2000, s 91 (Notification and application of terms etc)

The ICRC approves the attached variation of the terms of ActewAGL Retail's standard customer contract for electricity supply and ActewAGL Distribution's standard customer contract for electricity distribution and connection.

This approval commences on the day after notification.

Paul Baxter
Senior Commissioner
for Independent Competition and Regulatory Commission
16 February 2004

ATTACHMENT

Title	Current Version	Proposed Changes
	Electricity Connection Standard Customer Contract	Electricity Connection and Distribution Standard Customer Contract
Contents	3. <i>Our equipment on your premises</i>	3. <i>Protection of our network</i>
<i>What obligations do you have</i>		
	<i>Interference to other customers</i>	<i>Interference to our network</i>
<i>What other rights do you have</i>	5. – <i>When we are permitted to contact you</i>	– <i>Increases in your demand</i> – <i>When we are permitted to contact you</i>
Electricity Connection Contract	E Words shown in italics have the meaning given in Schedule 2.	E Words shown in italics have the meaning given in Schedule 1.
<i>Words in italics</i>		
What obligations do you have?	3.1 (c) provide any of the other things referred to in clause 4 of the Consumer Protection Code or the Franchise Customer Electricity Metering Code;	3.1 (c) provide any of the other things referred to in clause 16 of the Consumer Protection Code or the Franchise Customer Electricity Metering Code;
<i>Application for connection</i>		

	Current Version		Proposed Changes	
<i>Life support equipment</i>	3.3	If someone at your premises depends on life support equipment that is reliant on electricity, please let us know so that we may register the premises. We are not permitted to disconnect registered premises, as described in 11.1.	3.3	If someone residing at your premises depends on life support equipment that is reliant on electricity, please let us know so that we may register the premises. We are not permitted to disconnect registered premises, as described in 11.1.
<i>Protection of our network</i>	3.14	You must maintain minimum clearances from our power lines and other parts of the <i>electricity network</i> , as required by the <i>Utility Networks (Public Safety) Regulations 2001</i> . This includes safe distances for trees and structures	3.14	You must not permit vegetation or structures to be closer than the minimum statutory clearances from our power lines and other parts of the <i>electricity network</i> . The <i>Utility Networks (Public Safety) Regulations 2001</i> prescribe minimum distances of general application. Greater distances may be advisable to delay encroachment from vegetation regrowth
Sub-heading rename only	3.22	<i>Interference to our network or other customers</i>	3.22	<i>Interference to our network</i>
What other rights do you have		Previous Clause 5.6 re-numbered to 5.8.	5.6	If you want to increase the electricity load (maximum demand) beyond the existing capacity of your network connection and the local area supply, you will need to give us reasonable notice to enable us to undertake the necessary augmentation of the electricity network.
<i>Increases in your demand</i>		Additional new clauses 5.6 and 5.7 added under new sub-heading “Increases in your demand”.		

Current Version		Proposed Changes
	5.7	In appropriate circumstances we may agree to allow you to increase your maximum demand beyond the existing capacity of the local area supply on an interim basis, but only if you agree to comply with any reasonable restrictions on use as notified to you by us, from time to time.
<i>Clause re-number only</i>	5.6	5.8
	5.7	5.9
	5.8	5.10
<i>What happens if your electricity supplier fails?</i>	5.9	Deleted
	5.10	Deleted
	5.11	Deleted

	Current Version		Proposed Changes	
Clause re-number only	5.12		5.11	
	5.13		5.12	
	5.14		5.13	
	5.15		5.14	
	5.16		5.15	
Charges <i>Schedule of Charges</i>	6.1	Our charges for network and associated services are shown in our <i>Schedule of Charges</i> . A copy is available from us free of charge, on request.	6.1	ActewAGL's charges are shown in our <i>Schedule of Charges</i> . A copy is available from us free of charge, on request.
	6.2	Network services are the distribution of electricity through our <i>electricity network</i> and other networks from the point of generation.	6.2	Once you are connected to the <i>electricity network</i> , the principal service we provide is our <i>network service</i> . This involves the distribution of electricity through our <i>electricity network</i> and other networks from the point of generation.

	Current Version		Proposed Changes	
<i>Extension and equipment costs</i>	6.6	<p>We may require you to pay the cost of any work undertaken to:</p> <ul style="list-style-type: none"> (a) in the case of new connections – extend the <i>electricity network</i>, or increase the capacity of the network, to connect your premises; or (b) in the case of existing connections - vary the capacity of the <i>electricity network</i>, or the connection to your premises, due to an increase in your demand for electricity or a request by you; or (c) remove or relocate infrastructure at your request. 	6.6	<p>We may charge you for any work undertaken to:</p> <ul style="list-style-type: none"> (a) in the case of new connections – extend the <i>electricity network</i>, or increase the capacity of the network, to connect your premises; or (b) in the case of existing connections - vary the capacity of the <i>electricity network</i>, or the connection to your premises, due to an increase in your demand for electricity or a request by you; or (c) remove or relocate infrastructure at your request.
Use of your personal information	9.5	<p>If you do not wish your details to be used for information or promotional purposes, please contact our customer service line on 13 14 93. We will reimburse the cost of a local call on your next account.</p>	9.5	<p>If you do not wish your details to be used for information, promotional, or market research purposes, please contact our customer service line on 13 14 93. We will, without charge, mark your details so that their use is restricted to matters central to this contract such as sending you notice of interruption to supply.</p>

		Current Version	Proposed Changes
Our access to your premises	10.1	<p>You must allow our employees, contractors and agents to enter your premises:</p> <ul style="list-style-type: none"> (a) to carry out connection work; or (b) to read or test meters; or (c) to inspect, maintain, repair or replace our property; or (d) where otherwise permitted by law. 	<p>10.1 You must allow our employees, contractors and agents to enter your premises:</p> <ul style="list-style-type: none"> (a) to carry out connection work; or (b) to read or test meters; or (c) to inspect, maintain, repair or replace our property; or (d) to disconnect buildings or premises in accordance with this contract; or (e) where otherwise permitted by law.
Disconnection by us	11.1	<ul style="list-style-type: none"> (b) if you fail to pay an account by the due date and, for <i>residential premises</i>, we have complied with all the requirements of clause 12.4 of the Consumer Protection Code; or 	<p>11.1 (b) if you fail to pay an account by the due date and, for <i>residential premises</i>, we have complied with all the requirements of clause 17.4 of the Consumer Protection Code; or</p>
Our liability <i>Terms implied by statute</i>	12.1	Consumer protection legislation implies terms into contracts for the supply of certain goods and services (“Implied Terms”) but permits a supplier to limit its liability in respect of those terms in certain circumstances.	Consumer protection legislation implies terms into contracts for the supply of certain goods and services which cannot be excluded (“Implied Terms”) but permits a supplier to limit its liability in respect of those terms in certain circumstances.
Sub-heading rename only	12.8	Limitations on our liability <i>Faults in your equipment:</i>	12.8 Limitations on our liability
	12.9	Interruption to services:	12.9 Deleted

	Current Version		Proposed Changes	
<i>Other Limitations</i>	12.11	Without limiting 12.10, we are not liable for any loss of profits, business, anticipated savings or for any other indirect or consequential loss arising out of or in connection with this contract, whether in contract, tort (including negligence) or otherwise, other than as provided in 12.6.	12.11	Without limiting 12.10, we are not liable for any loss of profits, business, or anticipated savings or for any indirect or consequential loss arising out of or in connection with this contract, whether in contract, tort (including negligence) or otherwise, other than as provided in 12.6.

Amendments to Schedule

TERM	MEANING	Amendments	
<i>ActewAGL</i>	the distribution arm of the ActewAGL joint venture, which is a partnership between ACTEW Distribution Limited and AGL Gas Company (ACT) Limited, trading as ActewAGL Distribution.	<i>ActewAGL (we, us, our)</i>	the distribution arm of the ActewAGL joint venture, which is a partnership between ACTEW Distribution Limited and AGL Gas Company (ACT) Pty Limited, trading as ActewAGL Distribution.
<i>connection services</i>	Means the services described in section 79(1)(a) and (b) of the <i>Utilities Act 2000</i> .	<i>connection services</i>	means: (a) connecting your premises to the <i>electricity network</i> ; (b) the maintenance of that connection; and (c) if required, varying the capacity of the connection.
		<i>distribution services</i>	<i>distribution services</i> means the distribution of electricity through the <i>electricity network</i> and other networks from the point of generation.
<i>electricity network</i>	the electricity network as defined in section 7 of the <i>Utilities Act 2000</i> .	<i>electricity network</i>	ActewAGL's ACT electricity network as defined in section 7 of the <i>Utilities Act 2000</i> .
<i>electricity distributor's licence</i>	our licence to distribute electricity through its <i>electricity network</i> , issued under the <i>Utilities Act 2000</i> .	<i>electricity distributor's licence</i>	our licence to distribute electricity through the <i>electricity network</i> , issued under the <i>Utilities Act 2000</i> .
		<i>network service</i>	the <i>network service</i> comprises <i>connection services</i> and <i>distribution services</i> .

		Current Version		Proposed Changes
Electricity supply contract <i>Separate connection terms</i>	D	This contract works in conjunction with the standard customer contract for electricity connection, which provides for the connection of your premises to the <i>electricity network</i> and covers a range of technical issues relevant to that connection.	D	This contract works in conjunction with the standard customer contract for electricity connection and distribution, which provides for the connection of your premises to the <i>electricity network</i> and covers a range of technical issues relevant to that connection.
What obligations do you have? <i>Application for supply</i>	3.1	(c) provide any of the other things referred to in clause of the Consumer Protection Code ¹ or the Franchise Customer Electricity Metering Code ² , on request;		(c) provide any of the other things referred to in clause 16 of the Consumer Protection Code ³ or the Franchise Customer Electricity Metering Code ⁴ , on request;
<i>Life support equipment</i>	3.6	If someone at your premises depends on life support equipment that is reliant on electricity, please let us know so that we may register the premises. We are not permitted to disconnect registered premises, as described in clause 11.		If someone residing at your premises depends on life support equipment that is reliant on electricity, please let us know so that we may register the premises. We are not permitted to disconnect registered premises, as described in clause 11.
Use of your personal information <i>Your right to privacy</i>	9.3	(a) to contact or correspond with you for the purposes of this contract (for example to inform you of outages or to send you accounts);	9.3	(a) to contact or correspond with you for the purposes of this contract (for example to send you accounts);
<i>Use of contact details</i>				

¹ See clauses 4(2) and 4(4) Consumer Protection Code for details.

² See clause 4.1 Franchise Customer Electricity Metering Code for details.

³ See clause 16.2 Consumer Protection Code for details.

⁴ See clause 4.1 Franchise Customer Electricity Metering Code for details.

Current Version

- (c) for other public interest purposes, such as safety, fundraising by charities and informational purposes,

9.4 If you do not wish your details to be used for information or promotional purposes, please contact our customer service line on 13 14 93. We will reimburse the cost of a local call on your next account.

Our access to your premises

10.1 You must allow our employees, contractors and agents to enter your premises:

- (a) to read or test meters; or
- (b) to inspect, maintain, repair or replace our property; or
- (c) to disconnect building or premises in accordance with this agreement; or

where otherwise permitted by law

Disconnection by us
All customers

11.1 (b) if you fail to pay an account by the due date and, for *residential premises*, we have complied with all the requirements of clause 12.4 of the Consumer Protection Code; or

Proposed Changes

- (c) for other public interest purposes, such as safety, fundraising by charities and informational programs,

9.4 If you do not wish your details to be used for information, promotional, or market research purposes, please contact our customer service line on 13 14 93. We will, without charge, mark your details so that their use is restricted to matters central to this contract such as sending you accounts.

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- (a) to read or test meters; or
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where otherwise permitted by law

(b) if you fail to pay an account by the due date and, for *residential premises*, we have complied with all the requirements of clause 17.4 of the Consumer Protection Code; or

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Our liability <i>Terms implied by statute</i>	12.1	Consumer protection legislation implies terms into contracts for the supply of certain goods and services (“Implied Terms”) but permits a supplier to limit its liability in respect of those terms in certain circumstances.	12.1	Consumer protection legislation implies terms into contracts for the supply of certain goods and services which cannot be excluded (“Implied Terms”) but permits a supplier to limit its liability in respect of those terms in certain circumstances.
	12.11	Without limiting 12.10, we are not liable for any loss of profits, business, anticipated savings or for any other indirect or consequential loss arising out of or in connection with this contract, whether in contract, tort (including negligence) or otherwise.	12.11	Without limiting 12.10, we are not liable for any loss of profits, business, or anticipated savings or for any indirect or consequential loss arising out of or in connection with this contract, whether in contract, tort (including negligence) or otherwise.

Amendments to Schedule

TERM	MEANING	Amendments	
<i>ActewAGL</i>	the retail arm of the ActewAGL joint venture, which is a partnership between ACTEW Retail Limited and AGL ACT Retail Investments Pty Limited, trading as ActewAGL Retail.	<i>ActewAGL (we, us, our)</i>	