

Australian Capital Territory

Utilities (Variation of Terms) Approval 2007 (No 4)

Notifiable Instrument NI2007- 215

made under the

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

1 Name of instrument

This instrument is the *Utilities (Variation of Terms) Approval 2007 (No 4)*.

2 Commencement

This instrument commences on the day after notification.

3 Approval of variation of Standard Customer Contract for water and sewerage services

The ICRC approves the attached variation of the terms of ACTEW Corporation's standard customer contract for water and sewerage services.

4 Public access to documents

A record of the Commission's decision is available for inspection by members of the public between 9:00 am and 5:00 pm, Monday to Friday, at the Commission's office at Level 2, 12 Moore Street, Canberra City, ACT. Copies can be made at the Commission's office. Electronic copies are available on request. No charge will apply.

Paul Baxter
Senior Commissioner
for Independent Competition and Regulatory Commission
23 July 2007

ATTACHMENT

		Current Version			Proposed Changes
Water and sewerage services connection and supply contract	A	This contract sets out the standard terms on which <i>ACTEW</i> supplies <i>water and sewerage services</i> to customers in the ACT. All ACT customers have a right to supply on these terms	Water and sewerage services connection and supply contract	A	This contract sets out the standard terms on which <i>ACTEW</i> supplies <i>water and sewerage services</i> to customers in the ACT. All ACT customers have a right to supply on these terms except where it would require the network to be extended at a capital contribution charge that is not acceptable to the customer.
					<i>This is inserted to clarify circumstances where a normal connection is not possible and augmentation is required to the existing network, requiring a capital contribution to be supplied by the customer, who is not willing to pay to ensure connection to the existing network.</i>
<i>ACTEW and ActewAGL</i>	D	In October 2000, <i>ACTEW</i> and The Australian Gas Light Company established the ActewAGL joint venture, and at this time <i>ACTEW</i> contracted the joint venture to manage the water and sewerage business. Under that arrangement, <i>ActewAGL</i> provides the full range of technical and administrative services needed to operate this business and deliver water and sewerage services to customers on <i>ACTEW's</i> behalf.	<i>ACTEW and ActewAGL</i>	D	<i>ACTEW</i> contracts <i>ActewAGL</i> to manage the water and sewerage business. Under that arrangement, <i>ActewAGL</i> provides the full range of technical and administrative services needed to operate this business and deliver water and sewerage services to customers on <i>ACTEW's</i> behalf.
					<i>Inserted to clarify the current commercial arrangements between ActewAGL and ACTEW</i>

Codes	G	There are references to a number of codes throughout this contract. Contact the <i>ICRC</i> if you would like a copy.	Codes	G	There are references to a number of codes throughout this contract. Contact the <i>ICRC</i> if you would like a copy or look up the <i>ICRC</i> web site at http://www.icrc.act.gov.au/
					<i>Updated to provide a link to the ICRC website for further details</i>
Enquiries and complaints	1.1	Enquiries or complaints should be directed to our enquiries line on 13 14 93 or submitted in writing to GPO Box 366, Canberra 2601. We are committed to resolving any enquiries or complaints as soon as reasonably possible.	Enquiries and complaints	1.1	Enquiries or complaints should be directed to our enquiries line on 13 14 93 or submitted in writing to GPO Box 366, Canberra 2601. We will resolve any enquiries or complaints as soon as reasonably possible.
					<i>Updated to reflect the current complaint policy</i>
What Obligations do you have? <i>Commencement of supply</i>	2.1	If you are the owner of the premises, you do not need to lodge an application for supply with us. We will be notified of your details by the Registrar-General's Office when you acquire the premises.	What Obligations do you have? Commencement of supply	2.1	If you are the owner of the premises, you do not need to lodge an application for supply with us. We will be notified of your details by the Registrar-General's Office when you acquire the premises. If you are a charity, school, church, or benevolent institution please contact us as some charges are lower.
					<i>Updated to reflect lower rates apply to charities etc.</i>

	2.2	<p>However, if we ask you to, you must promptly provide:</p> <p>(a) any additional details about you or your premises that we reasonably request. You may provide those details in writing, over the phone or electronically; and</p> <p>(b) any of the other things referred to in clause 4 of the Consumer Protection Code.</p>	<p>What Obligations do you have?</p> <p><i>Commencement of supply</i></p>	2.2	<p>If we ask you to, you must promptly provide:</p> <p>(a) any additional details about you or your premises that we reasonably request. You may provide those details in writing, over the phone or electronically; and</p> <p>(a) any of the other things referred to in the Consumer Protection Code concerning, for example, evidence of identity.</p>
					<i>Updated to reflect requirement to provide suitable identification and amendments to the Consumer Protection Code</i>
<i>Life support equipment</i>	2.6	<p>If someone at your premises depends on life support equipment that is reliant on water supply (eg a dialysis machine), please let us know so that we may register the premises. Registration generally entitles you to longer notice of planned interruptions and prohibits us from disconnecting your premises as described in 4.6 and 11.1.</p>	<i>Life support equipment</i>	2.6	<p>If someone residing at the premises depends on life support equipment that is reliant on water supply (eg a dialysis machine), please let us know so that we may register the premises. Registration generally entitles you to longer notice of planned interruptions to supply and prohibits us from disconnecting your premises as described in 4.6 and 11.1.</p>
					<i>This amendment makes clear the obligations relating to life support equipment only apply when a person is residing at one of the customer's premises.</i>

Recycled water	2.11	In some areas of the ACT, recycled (or “non-potable”) water may be available for use on sporting grounds, gardens and for similar purposes. Contact our enquiries line on 13 14 93 for details.	Recycled water	2.11	In some areas of the ACT, recycled (or “non-potable”) water may be available under a separate contract for use on sporting grounds, gardens and for similar purposes. Contact our enquiries line on 13 14 93 for details.
					<i>Updated to reflect that the supply of non-potable water will be dealt with under a negotiated customer contract – not the standard customer contract</i>
Your equipment	2.15	The boundary between your equipment and our <i>water and sewerage network</i> is the designated connection point described in the Water & Sewerage Network Boundary Code, or as otherwise agreed with you in writing. You are responsible for everything on your side of the connection point and we are responsible for everything on our side-	Your equipment	2.15	The boundary between your equipment and our <i>water and sewerage network</i> is the designated connection point described in the Water & Sewerage Network Boundary Code, or as otherwise agreed with you in writing. You are responsible for <i>your equipment</i> on your side of the <i>connection point</i> and we are responsible for <i>equipment</i> on our side.
					<i>Amendment clarifies responsibility for leaks within consumer’s internal system</i>
Use of fire services	2.17	If you have a fire service on your premises, you must not use it for any other purpose, or permit anyone else to do so.	Use of fire services	2.17	If you have a fire service on your premises, you must not use it for any other purpose than fire fighting, or permit anyone else to do so.
					<i>Emphasising misuse of fire service for purpose other than intended</i>

Obligations affecting the premises	2.19	<p>Other obligations affecting your premises are set out in Schedule 1. These include:</p> <ul style="list-style-type: none"> (a) providing access to our infrastructure on your premises; (b) warning us of any hazards; (c) taking reasonable care of our infrastructure; (d) avoiding blockages; and (e) checking the location of our infrastructure and easements on your premises before planning building work. 	Obligations affecting the premises	2.19	<p>Other obligations affecting your premises are set out in Schedule 1. These include:</p> <ul style="list-style-type: none"> (a) providing access to our infrastructure on your premises; (b) warning us of any hazards; (c) taking reasonable care of our infrastructure; (d) avoiding blockages; (e) checking the location of our infrastructure and seeking our approval before planning building work; and (f) not building or altering land levels in a way that interferes with our <i>equipment</i> or the <i>water and sewerage network</i>.
					<p><i>These amendments will alert the customer to the need to check the location of network infrastructure and to obtain the requisite approvals before building work commences</i></p>

<i>Your choice of provider for connection work</i> <i>Your choice</i>	3.1	Most improved properties have a standard water and sewerage connection installed at the time the suburb is developed. If you want to: (a) connect your premises to the <i>water network</i> or the <i>sewerage network</i> where there is no existing connection; (b) vary the size or location of an existing connection; or (c) add a new connection, you may choose to have a person other than us carry out the work.	<i>Your choice of provider for connection work</i> <i>Your choice</i>	3.1	Most improved properties have standard water and sewerage connection installed at the time the suburb is developed. If you want to: (a) connect your premises to the <i>water network</i> or the <i>sewerage network</i> where there is no existing connection; (b) vary the size or location of an existing connection; (c) remove a connection (other than removal of specific <i>equipment</i> such as the sewer main junction or <i>water network</i> maincock) or (d) add a new connection, you may choose to have a person other than us carry out the work. Consult the <i>Service and Installation Rules</i> for other work or further details.
					<i>Updated to allow for the customer to use accredited persons to remove a connection (other than those classified as non-contestable work)</i>
<i>Unplanned interruptions</i>	4.9		<i>Unplanned interruptions</i>	4.9	In the case of an unplanned interruption to your services, you may call our faults and emergencies line on 13 11 93 for information on, among other things, the nature of the interruption and the estimated time of restoration of supply.
					<i>Updated the telephone number to contact for information on interruptions</i>

			Drought	4.10	Water restrictions may be imposed by law. In the event of a conflict between this contract and such a law, the law will prevail over the contract.
					<i>New clause to clarify any inconsistencies between water restrictions and the standard contract</i>
<i>What other rights do you have?</i> <i>Ask for identification</i>	5.1	You are entitled to ask our employees, contractors or agents attending your premises for identification before they ask you questions or carry out work. They carry photographic ActewAGL identity cards.	<i>What other rights do you have?</i> <i>Ask for identification</i>	5.1	You are entitled to ask our employees, contractors or agents attending your premises for identification before they ask you questions or carry out work. They carry photographic ActewAGL identity cards. If the employee, contractor or agent cannot, or does not, produce an identity card, they must leave the premises if requested to by the occupant.
					<i>Updated to reflect the requirements under the Act and the Code in relation to production of ID cards</i>
<i>Outstanding water and sewerage charges</i>	5.5	An up-front fee is payable for these certificates as shown in our <i>Schedule of Charges</i> .	<i>Outstanding water and sewerage charges</i>	5.5	An up-front fee is payable for these certificates as shown in our <i>Schedules of Charges</i> .

<i>Compensation</i>	5.10	You may be entitled to compensation if we fail to meet the performance standards described in the Consumer Protection Code. The amount of compensation is shown in the Code.	<i>Rebates</i>	5.10	You may be entitled to a rebate if we fail to meet the minimum service standards described in Schedule 1 of the Consumer Protection Code. The amount of any rebate is shown in the Code. To ascertain rebate details or apply for a rebate phone 13 14 93 and ask to be put through to the relevant complaints officer.
					<i>Updated to more accurately reflect the wording used in the Code</i>

Sewage Overflow	5.13	If you have a sewage overflow in your premises due to a fault in our network, we will assist you to minimise the damage and clean up the sewage, at our cost.	Sewage Overflow	5.13	If you have a sewage overflow in your premises due to a fault in our network, we will assist you to minimise the damage and to clean up the sewage, as required.
					<i>This does not accurately reflect the ActewAGL's responsibility – costs are not totally borne by ActewAGL – most should be covered by insurance</i>
Plumbing fault in our network	5.14	If you investigate a plumbing or drainage problem on your premises and discover that the fault is in our network, we will pay any reasonable expenses you have incurred for work related to that investigation (other than loss of or damage to equipment such as an electric eel or CCTV camera). Call our enquiries line on 13 14 93 for details.		5.14	If you investigate a plumbing or drainage problem on your premises and discover that the fault is in our network, we will pay any reasonable expenses you have incurred for work related to that investigation (other than loss of or damage to equipment such as an electric eel or CCTV camera). Claims for reimbursement must be accompanied by the invoice and investigation report of a licensed plumber or drainer. Call our enquiries line on 13 14 93 for details.
					<i>This amendment is required as it provides ActewAGL with a record of the plumber/drainers activities – in the event of a dispute as to the claim.</i>

Charges <i>Schedule of Charges</i>	6.1	Our charges for <i>water and sewerage services</i> are shown in our <i>Schedule of Charges</i> . A copy is available from us free of charge, on request.	Charges <i>Schedules of Charges</i>	6.1	Our charges for <i>water and sewerage services</i> are shown in our <i>Schedules of Charges</i> . A copy of each is available from us free of charge, on request.
Extension and equipment costs	6.2	<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>water network</i> or the <i>sewerage 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>water network</i> or the <i>sewerage network</i>, or the connection to your premises, due to a change in your demand for water supply or <i>sewerage services</i>, or a request by you; or c. remove infrastructure at your request. 	Extension and equipment costs	6.2	<p>We may charge you for the cost of any work undertaken to:</p> <ul style="list-style-type: none"> a. in the case of new connections - extend the <i>water network</i> or the <i>sewerage 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>water network</i> or the <i>sewerage network</i>, or the connection to your premises, due to a change in your demand for water supply or <i>sewerage services</i>, or a request by you; or c. remove infrastructure at your request.
					<i>Clarification that the costs associated with this work will be charged to the customer.</i>
	6.8	You must pay an account by the due date shown on the account. We will give you at least 14 days to pay unless you agree to a shorter period.		6.8	You must pay an account by the due date shown on the account. The due date will be at least 21 days after the day on which you receive the account unless you agree to a shorter period.
					<i>Updated to reflect ActewAGL's billing process</i>

	6.12	If we find we have undercharged you, we may adjust your account to collect the amount you were undercharged.		6.12	If we find we have undercharged you, we may adjust your account to collect the amount you were undercharged but we are not permitted to collect an undercharge that occurred more than 12 months prior to our discovery of the undercharge, unless the undercharge was caused by the customer or by deceit. You will be given time to repay an undercharge that is equal to the time over which the undercharge occurred.
	6.13	If you believe you have been overcharged, you can: (a) pay the account in full and raise the matter with us. If we find that you have been overcharged, we will pay you <i>interest</i> on the overpayment from the date the account was paid; or (b) withhold the disputed amount and pay the rest of the account. If we find that part or all of the disputed amount was correctly charged, we will charge you <i>interest</i> from the original due date.		6.13	If you believe you have been overcharged, you can: (a) pay the account in full and raise the matter with us. If we find that you have been overcharged, we will pay you <i>interest</i> on the overpayment from the date the account was paid; or (b) withhold the disputed amount and pay the rest of the account. If we find that part or all of the disputed amount was correctly charged, we will charge you <i>interest</i> from 14 days after the original due date.
					<i>Updated to reflect the requirements of the Code</i>

<i>Obtaining information from credit agencies</i>	9.2	We may obtain information related to your creditworthiness (including a consumer credit report) from a credit reporting agency, or from any business that reports on creditworthiness or any credit provider.	<i>Credit agencies</i>	9.2	We may obtain information related to your creditworthiness (including a consumer credit report) from ActewAGL, or from a credit reporting agency, or from any business that reports on creditworthiness or any credit provider.
					<i>Updated to notify the customer that information ,may be obtained from ActewAGL who manages the billing on ACTEW's behalf.</i>

<i>Use of contact details</i>	9.3	<p>We may use your contact details:</p> <ul style="list-style-type: none"> (a) to contact or correspond with you for the purposes of this contract (for example to inform you of service disruptions or to send you accounts); or (b) to send you our newsletter and promotional offers from us or a third party; or (c) for other public interest purposes, such as safety, fundraising by charities and informational programs, <p>but we will not disclose your details to any third party in so doing.</p>	<i>Use of contact details</i>	9.3	<p>We may use your contact details:</p> <ul style="list-style-type: none"> (a) to contact or correspond with you for the purposes of this contract (for example to inform you of service disruptions or to send you accounts); or (b) to send you our newsletter and promotional offers from us or a third party; or (c) for other public interest purposes, such as safety, fundraising by charities and informational programs, <p>but we will not disclose your details to any third party in so doing, except where a third party provides services to us, for example where a third party business prints and distributes accounts on our behalf. In that event the third party is bound by contract to maintain confidentiality and not to use your details for any other purpose.</p>
					<i>Clarify the disclosure of contact details to third parties that provide account distribution services to ActewAGL</i>

Use of contact details	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	Use of contact details	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 without charge, mark your details so that their use is restricted to matters central to this contract such as sending you accounts or notice of interruption to supply
					<i>The existing clause represented a misunderstanding at time of drafting, of provisions of the Commonwealth Privacy Act. It is administratively difficult and expensive to reimburse the small cost of a phone call</i>

Disconnection by us	11.1	<p>We may disconnect or restrict the supply of water to your premises:</p> <ul style="list-style-type: none"> (a) if you do not have a legal right of occupancy of the premises; or (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 of the Consumer Protection Code; or (c) if you fail to provide access to the premises on 2 consecutive occasions when we have made an appointment with you under clause 1.1 of Schedule 1; or (d) if you fail to comply with any of your other obligations under this contract; or (e) as permitted or required by applicable <i>law</i>, <p>unless your premises are registered as having life support equipment under 2.6.</p>	Disconnection or restriction of supply by us	11.1	<p>We must disconnect your premises from the water network:</p> <ul style="list-style-type: none"> (a) at your request; or (b) if required by applicable <i>law</i>; or (c) in the event of an emergency. <p>We may restrict the supply of water to your premises:</p> <ul style="list-style-type: none"> (a) if you do not have a legal right of occupancy of the premises; or (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 the Consumer Protection Code; or (c) if you fail to provide access to the premises on 2 consecutive occasions when we have made an appointment with you under clause 1.1 of Schedule 1; or (d) if you fail to comply with any of your other obligations under this contract; or (e) as permitted or required by applicable <i>law</i>, <p>unless your premises are registered as having life support equipment under 2.6.</p>
	11.2	We must comply with the applicable procedures in the Consumer Protection Code in disconnecting or restricting your supply.		11.2	We must comply with the applicable procedures in the Consumer Protection Code when disconnecting or restricting your supply.

	11.3	If we disconnect or restrict your supply under this clause, you must pay any applicable fee shown in the <i>Schedule of Charges</i> .		11.3	If we disconnect or restrict your supply under this clause, you must pay any applicable fee shown in the relevant <i>Schedule of Charges</i> .
	11.4	If the matter giving rise to the disconnection or restriction is remedied or otherwise ceases to apply, we will arrange reconnection and will recommence supply as soon as reasonably possible.		11.4	If the matter giving rise to the disconnection or restriction is remedied or otherwise ceases to apply, we will arrange reconnection and will recommence unrestricted supply as soon as reasonably possible.
	11.5	A fee applies for reconnection and recommencement of supply, as shown in our <i>Schedule of Charges</i> .		11.5	A fee applies for reconnection or restoration of full supply, as shown in our relevant <i>Schedule of Charges</i> .
					<i>Clarification of instances where under the Consumer Protection Code customers may be disconnected or supply restricted.</i>
Terms implied by statute	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.	Terms implied by statute	12.1	Consumer protection legislation implies terms into contracts for the supply of certain goods and services that cannot be excluded ("Implied Terms") but permits a supplier to limit its liability in respect of those terms in certain circumstances.
					<i>This amendment clarifies that the only terms implied into the contract are those that cannot be excluded under the Trade Practices Act.</i>
	12.7	This is in addition to any compensation to which you may be entitled under 5.10.		12.7	This is in addition to any rebate to which you may be entitled under 5.10.
Other limitations	12.10	We are not liable for any loss, liability or expense which you may suffer or incur other than as provided in 12.6 and 12.7	Other limitations	12.10	We are not liable for any loss, liability or expense which you may suffer or incur other than as provided in 12.6 and 12.7.

	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.
					<i>Loss of profits, etc may or may not be a consequential loss.</i>
Schedule 1 <i>Access to meters</i>	1.1	You must ensure our employees, contractors and agents have unhindered access to the water meter to read, test, replace or repair the meter.	<i>Access to our equipment</i>	1.1	You must ensure our employees, contractors and agents have unhindered access to the water meter to read, test, replace or repair the meter, as well as unhindered access to any other of our <i>equipment</i> on your land. Except in an emergency, we must give you 7 days written notice of access to your land to repair or replace our infrastructure. Notice is not required in an emergency or for entry to land to read meters.
	1.3	If you wish to lock off access to the meter, contact our enquiries line on 13 14 93 for details of our requirements.		1.3	If you wish to lock off access to the meter or our other <i>equipment</i> on your land, contact our enquiries line on 13 14 93 for details of our requirements.
					<i>Include the ability to enter land for maintenance or other network purposes and to ensure access to land for these purposes</i>

<i>Blockages</i>	1.10	<p>You are responsible for:</p> <p>(a) keeping the drains on your premises in good repair and clearing any blockages;</p> <p>(b) paying the cost of repairing damage to the <i>water and sewerage network</i> caused by blockages in <i>your equipment</i> or at the <i>connection point</i>; and</p> <p>(c) comply with the requirements of the <i>Service and Installation Rules</i> if the floor level of your premises is no more than 500mm above the nearest upstream manhole cover.</p>	<i>Blockages</i>	1.10	<p>You are responsible for:</p> <p>(a) keeping the drains on your premises in good repair and clearing any blockages; and</p> <p>(b) paying the cost of repairing damage to the <i>water and sewerage network</i> caused by blockages in <i>your equipment</i> or at the <i>connection point</i>.</p>
					<i>Updated to reflect customers responsibilities</i>

<i>Building Work</i>	1.11	<p>Before carrying out or authorising any building work on your premises, you should:</p> <p>(a) call “dial before you dig” on 1100 for a diagram of our water and sewerage infrastructure on or near your premises (if any); and</p> <p>(b) confirm the precise location of that infrastructure by visual checks for surface features (such as manholes or valve covers) and by digging test holes.</p>	<i>Building work</i>	1.11	<p>Before carrying out or authorising any building work on your premises, you should:</p> <p>(a) establish whether there is any utility <i>equipment</i> on (or near) your premises and ensure your design and planned structure does not interfere with that <i>equipment</i> or our access to it;</p> <p>(b) call “dial before you dig” on 1100 for a diagram of the location of our <i>equipment</i> (if any) on or near your premises;</p> <p>(c) confirm the precise location of that <i>equipment</i> and get advice via 6248 3555 if in doubt as to how to proceed; and</p> <p>(d) consult with us if there is a disparity between network diagrams and what you find on (or near) your premises.</p>
<i>Easements</i>	1.13	<p>You must not build over our infrastructure, or over any <i>easements</i>, or permit anyone else to do so, without our prior written consent. There are also limits under our <i>Service and Installation Rules</i> as to how close you can build to our infrastructure or <i>easements</i> on or near your premises.</p>	<i>Easements</i>	1.13	<p>You must not build over our infrastructure, or over any <i>easements</i>, or permit anyone else to do so, without our prior written consent. Nor must you block our access to our infrastructure. There are also limits under our <i>Service and Installation Rules</i> as to how close you can build to our infrastructure or <i>easements</i> on or near your premises.</p>

	1.14	You can obtain details of any <i>easements</i> on your premises by requesting a title search and copy of the deposited plan from the Registrar-General's Office.		1.14	You can obtain details of <i>easements</i> on your premises by requesting a title search and copy of the deposited plan from the Registrar-General's Office or other relevant ACT government agency. Some infrastructure is not located in easements but it is nevertheless protected under section 124 of the <i>Utilities Act 2000</i> . You can request further information regarding the location of equipment on your premises by contacting us on 6248 3555.
					<i>Updated to reflect the need for customers to check carefully where infrastructure is placed before commencing any building work. It also reflects that easements are not necessarily evident on deposited plans and protection is provided by the Utilities Act</i>
Schedule 2 <i>ActewAGL Distribution</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 Alinta GCA Pty Ltd, trading as ActewAGL Distribution.
					<i>Amended to reflect a change in the partnership company</i>
<i>easement</i>		means anything registered on the title to your premises as an <i>ACTEW</i> easement, or shown as such on the deposited plan at the Registrar-General's Office.	<i>easement</i>		means anything registered on the title to your premises as an easement for water or sewerage, or shown as such on the deposited plan; including 'service reservations' and 'easements in gross', that may (but not always) indicate the existence of our equipment.

					<i>See above re easements</i>
<i>Schedule of Charges</i>		the schedule of fees and charges for the supply of <i>water and sewerage services</i> published by us from time to time	<i>Schedules of Charges</i>		the schedule of fees and charges for the supply of <i>water and sewerage services</i> published by us and in effect from time to time and the separate schedule of charges for connection to <i>water and sewerage services</i> .
					<i>Updated to include connection schedule of charges</i>
Removal of footnotes		There are a number of footnotes contained throughout the document.			<i>The footnotes were an aid used internally and were mistakenly published- some references are to the original consumer protection code and are outdated</i>
A new Schedule of Charges that applies to 2007/2008 has been inserted					

ACTEW Corporation Ltd

Schedule of water and sewerage charges

2007-2008

ACTEW Corporation proposes that the following charges should be payable from 1 July 2007 for, or in connection with, the supply of water and sewerage services. This schedule includes miscellaneous fees and charges associated with these services.

Annual water and sewerage supply charges are billed quarterly.

GST does not apply to water and sewerage services unless otherwise stated.

		2007-08 charge
1.	Sewerage charges	
1.1	For the supply of sewerage services to a Class 1 parcel of chargeable land	\$413.76 pa
1.2	For the supply of sewerage services to each residential unit contained in a building or buildings erected on a Class 2 parcel of chargeable land	\$413.76 pa
1.3	For the supply of sewerage services to each residential unit contained in a building erected on a Class 3 parcel of chargeable land which is, on the first day of a financial year, held under a weekly or fortnightly tenancy from the Territory	\$413.76 pa
1.4	For the supply of sewerage services to a Class 4 parcel of chargeable land	\$413.76 pa
	together with	
	for each flushing cistern or flush valve situated on the parcel of chargeable land in excess of two flushing cisterns or flush valves	\$202.32 pa
1.5	For the supply of sewerage services to a Class 5 parcel of chargeable land	\$413.76 pa
	together with	
	for each flushing cistern or flush valve situated on the parcel of chargeable land in excess of two flushing cisterns or flush valves	\$404.64 pa
1.6	Unconnected charge Where sewerage services are available but not connected to a parcel of land	\$413.76 pa

2. Sewerage charging categories

Classes of parcels of land for the provision of sewerage services

For the purpose of this section, a “subsidiary building” is a building that is only used for purposes connected with the use of the main building.

2.1. Class 1 (single residential)

This charge applies to a parcel of land where sewerage services are supplied to:

- a single residential dwelling, and no other building is erected on the land; or
- a single residential dwelling containing only a house and a flat, and no other building is erected on the land; or
- land where more than one building is erected, and one is a single residential dwelling and any other buildings are subsidiary buildings; or
- land where more than one building is erected, and one is a single residential dwelling containing only a house and a flat, and any other buildings are subsidiary buildings.

This charge does not apply to Class 3 land.

2.2. Class 2 (multiple residential)

This charge applies to a parcel of land where:

- (a) the parcel is held under a Crown lease from the Commonwealth; and
- (b) sewerage services are supplied to:
 - a building containing more than one residential dwelling, but no other building is erected on the land; or
 - two or more buildings, each of which contains a residential dwelling or dwellings, and no other buildings are erected on the land; or
 - a building containing more than one residential dwelling, or two or more buildings each of which contains a residential dwelling or dwellings; and another building or buildings that are subsidiary buildings.

This charge does not apply to Class 3 land.

2.3. Class 3 (Commonwealth-owned residential)

This charge applies to a parcel of land where sewerage services are supplied to a building containing residential dwellings owned by the Commonwealth on Territory land.

2.4. Class 4 (special category)

This charge applies to a parcel of land where sewerage services are supplied to:

- (a) a church, hospital, benevolent institution or charitable institution, and no other building is erected on the land
- (b) any of two or more buildings erected on a parcel of land, one of which comes within Class 3, and any others are subsidiary buildings
- (b) land leased from the Commonwealth that is occupied by, or used in connection with, a school that is registered (or provisionally registered) under the *Education Act 2004*, including grounds belonging to, or used in connection with, such a school.

2.5 Class 5 (general)

This charge applies to the supply of sewerage services to all other parcels of land (including to the Australian National University and the University of Canberra).

2.6 Unit titles

- (a) A unit is a Class 1 parcel of land if the Crown lease provides that the unit shall be used for residential purposes only.
- (b) The common property, where it comprises a separate parcel of land, is a Class 2 parcel of land if the Crown lease of each of the units provides that they are to be used for residential purposes only.
- (c) A unit is a Class 5 parcel of land if the Crown lease provides that the unit is to be used for a purpose other than residential purposes.
- (d) The common property, where it comprises a separate parcel of land, is a Class 5 parcel of land if the Crown lease of any of the units provides that they are to be used for a purpose other than residential purposes.

Where a parcel of land is sub-divided into units and common property rights under the *Unit Titles Act 2001* or the *Community Title Act 2001*:

- (i) each unit comprises a separate parcel of land; and
- (ii) each common property comprises a separate parcel of land, but only while sewerage services are supplied to it.

3.	Utilities network facilities tax This tax is set by the ACT Government and is based on kilometres of sewerage infrastructure. The tax is payable by ACTEW Corporation to the Territory and is passed on in full to consumers.
3.1	Until the tax is revoked or varied, the charge to be passed on will be \$18 added to the supply charge for sewerage services, including the unconnected charge, and \$18 added to any flushing-unit charge determined by ACTEW Corporation.

		2007-08 charge
4.	Water charges references to supply include “or availability of supply”	
4.1	Where water is supplied to any class of chargeable land in a meter reading period that ends after 30 June, the water supply charge will be at the rate applicable at the time the meter is read. Consumption charges will be calculated on a pro-rata basis, with consumption from 1 July at the new rate. A “meter reading period” is a period in the cycle of water meter readings maintained by ACTEW Corporation Limited. For billing purposes, water usage will be equally apportioned on a daily basis within a meter reading period.	

		2007-08 charge
4.2	Standard	
	The standard charge shall be:	
	• a supply charge to each parcel of land in each charging year	\$75.00 pa
	• and for the first 100 kilolitres of water supplied	\$0.775 per kL
	• plus, for usage between 100 kilolitres and 300 kilolitres	\$1.67 per kL
	• plus, for all usage in excess of 300 kilolitres	\$2.57 per kL
	• or in a case of water supplied to a school or church or ecclesiastical establishment, for all kilolitres of water supplied in excess of 300 kilolitres	\$1.285 per kL
4.3	Multiple domestic	
	The multiple domestic charge shall be:	
	• a supply charge to each residential unit in each charging year	\$75.00 pa
	• and for the first 100 kilolitres of water supplied in respect of each residential unit	\$0.775 per kL
	• plus for usage between 100 kilolitres and 300 kilolitres in respect of each residential unit	\$1.67 per kL
	• plus for all usage in excess of 300 kilolitres in respect of each residential unit	\$2.57 per kL
4.4	Units and common property	
	The units and common property charge shall be:	
	• a supply charge to each unit in each charging year	\$75.00 pa
	• and for the first 100 kilolitres of water supplied	\$0.775 per kL
	• plus for usage between 100 kilolitres and 300 kilolitres	\$1.67 per kL
	• plus for all usage in excess of 300 kilolitres	\$2.57 per kL
4.5	Unmetered charge	
	The unmetered charge shall be:	
	• a supply charge to each parcel of land in each charging year	\$277.75 pa
4.6	Unconnected charge	
	The unconnected charge shall be:	
	• charge to each parcel of land in each charging year	\$75.00 pa
4.7	The charge for the sale of water from an ACTEW Corporation main other than through a meter or to a parcel of land shall be	\$2.57 per kL
4.8	Supply of water through a metered hydrant standpipe	\$2.57 per kL

5. Water charging categories

The charging categories under 5.1, 5.2 and 5.3 are for land that is both connected to the water supply and metered.

5.1 Standard charge

This charge applies to a parcel of land with a single residential dwelling (including a house and flat in the one building), business premises, a school, church, ecclesiastical establishment, the Australian National University, the University of Canberra and any other parcels of land not covered by the other categories.

5.2 Multiple domestic charge

This charge applies to a parcel of land with more than one residential dwelling on the same block (for example, dual occupancy or multiple buildings), other than unit title and community title developments. Note that water usage amongst all residential dwellings is apportioned equally and the stepped pricing thresholds applicable to each residential dwelling are consolidated for billing purposes.

5.3 Units and common property charge

This charge applies to each unit and common property in a unit title or community title development.

5.4 Unmetered charge

This charge applies to a parcel of land that is connected to the water supply network, but which is not metered.

5.5 Unconnected charge

This charge applies to a parcel of land that is not connected to the water supply network, but where water supply infrastructure has been installed and is available to supply water to the land.

5.6 Short tenancy charge

Where a parcel of land is held under a monthly or quarterly tenancy from the Territory, the relevant charge shall be apportioned on a pro-rata basis according to the proportion of the year for which the customer has held the tenancy.

6.	<p>Cost of water abstraction</p> <p>This charge is set by the ACT government and is payable by ACTEW Corporation to the Territory. It is a statutory fee that is passed on to end users of water.</p>
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6.1	Until revoked or varied, a charge of 55c per kilolitre shall be added to the per-kilolitre water charges determined by ACTEW Corporation from time to time for the specified classes of customers.
6.2	The specified classes of customers subject to the 55c per kilolitre water abstraction charge are category 4.2, the standard charge; 4.3, multiple domestic; 4.4, units and common property; 4.7, supply of water from an ACTEW Corporation main otherwise than through a meter or to a parcel of land; and 4.8, supply of water through a metered hydrant standpipe.
6.3	Until revoked or varied, a charge of 55c per kilolitre shall be applied in respect of the deemed consumption amount of 175kL for category 4.5, unmetered property.
6.4	The water abstraction charge shall not apply in respect of category 4.6, unconnected property.
6.5	Unless precluded by legislation, the charges per kilolitre applicable to schools, churches and other ecclesiastical properties including those designated as churches in perpetuity, shall be increased by the 55c per kilolitre water abstraction charge until that charge is revoked or varied.

7.	<p>Utilities network facilities tax</p> <p>This tax is set by the ACT Government and is based on kilometres of water infrastructure. The tax is payable by ACTEW Corporation to the Territory and is passed on in full to consumers.</p>
7.1	Until the tax is revoked or varied, the charge to be passed on will be 9c per kilolitre added to the per-kilolitre water charges determined by ACTEW Corporation from time to time for the specified classes of customers.
7.2	The specified classes of customers subject to the 9c per kilolitre charge are category 4.2, the standard charge; 4.3, multiple domestic; 4.4, units and common property; 4.7, supply of water from an ACTEW Corporation main otherwise than through a meter or to a parcel of land; and 4.8, supply of water through a metered hydrant standpipe.
7.3	Until the tax is revoked or varied, a charge of 9c per kilolitre shall be applied in respect of the deemed consumption amount of 175kL for category 4.5, unmetered property.
7.4	The charge shall not apply in respect of category 4.6, unconnected property.
7.5	Unless precluded by legislation, the charges per kilolitre applicable to schools, churches and other ecclesiastical properties including those designated as churches in perpetuity, shall be increased by the 9c per kilolitre until the utilities network facilities tax is revoked or varied.

Miscellaneous fees and charges

		2007-08 charge
8.	Fees	
8.1	Fee for a special reading of a water meter	\$31.00
8.2	Fee for testing a water meter	\$210.00
8.3	Fee payable upon request for a certificate showing the amount of rates payable in respect of a quantity of water or of a parcel of land	\$27.00
8.4	Attendance (debt collection or disconnection/restriction): <ul style="list-style-type: none"> first visit in a twelve-month period (in office hours) 	\$50.00
	<ul style="list-style-type: none"> within a year of a previous visit (in office hours) 	\$68.00
8.5	Reconnection fee (following disconnection/restriction for non payment)	\$48.00
9.	Work as executed drawings	
9.1	Work as executed drawings resubmission fee (for drawings that have already been rejected once, have been submitted again, are still incorrect and have to be submitted a third time)	\$500.00
9.2	Work as executed drawings non-compliance fee (for drawings that are submitted and do not comply with ActewAGL electronic file standards)	\$250.00

		2007-08 GST-exclusive rate	2007-08 GST-inclusive rate
10	Charges		
10.1	Dishonoured cheque and credit card reversal (admin charge). The greater of	\$12.00 per account or \$28.00 per cheque or reversal	\$13.20 per account or \$30.80 per cheque or reversal
10.2	Direct debit reject	\$8.00 per reject	\$8.80 per reject

Account payments

The due date for payments of water and sewerage service charges shall be the date shown as the due date for payment on the notice issued to the person liable to pay the charges.

Interest

Where the person liable for charges fails to pay by the due date, and the amount remains unpaid for a further 14 days, ACTEW Corporation may, by way of penalty, levy interest at the prescribed rate on the amount outstanding for each month or part of a month that

the amount remains unpaid, computed from the day on which the charges became due for payment.

The amount of interest computed and levied will be included on the next account issued to the person liable to pay the charges.

Payment assistance

ActewAGL offers a range of flexible payment options. If you would like information on these or if you need payment assistance, call us on 13 14 93. If you genuinely cannot afford to pay your account and ActewAGL is unable to assist, you may also call the Essential Services Consumer Council (ESCC) on 6207 7740 for an application form.

		2007-08 charge
	Water main connections	
11	Tapping into water main	
11.1	100mm diameter main 20mm main cock 25mm main cock 32mm main cock 40mm main cock 50mm main cock	\$600.00 \$685.00 \$721.00 \$735.00 \$770.00
11.2	150mm diameter main 20mm main cock 25mm main cock 32mm main cock 40mm main cock 50mm main cock	\$615.00 \$700.00 \$745.00 \$760.00 \$790.00
11.3	225mm diameter main 20mm main cock 25mm main cock 32mm main cock 40mm main cock 50mm main cock	\$665.00 \$710.00 \$750.00 \$760.00 \$800.00
11.4	300mm diameter main 20mm main cock 25mm main cock 32mm main cock 40mm main cock 50mm main cock	\$720.00 \$730.00 \$770.00 \$785.00 \$815.00
	The above charges apply to connections to an existing main. Charges are applied for one site visit only. If subsequent visits are necessary, an additional charge per visit will be levied.	
12	Installation of fire hydrant	
12.1	Where insertion of hydrant tee is required (“standard” main depth) 100mm diameter tee 150mm diameter tee 225mm diameter tee 300mm diameter tee	 \$2,050.00 \$2,200.00 \$2,500.00 \$3,140.00

		2007-08 charge
12.2	Where the main exceeds the “standard” depth, additional risers are to be supplied by the contractor	
12.3	Installation of an existing tee connection	\$1,180.00
12.4	Hydrant covers and indicators etc, are to be supplied and fixed by the contractor	
13	Raise or lower hydrant	\$1,040.00
14	Remove hydrant / endcap and connect main	
	100mm main	\$1,200.00
	150mm main	\$1,530.00
	225mm main	\$2,150.00
	300mm main	\$2,700.00
15	CUT IN STOP VALVE	
	100mm main	\$1,580.00
	150mm main	\$1,650.00
	225mm main	\$2,470.00
	300mm main	By quote
16	Supply and fix stop valve locking cover	\$510.00
	This charge includes the installation and removal at a later date	
17	Disconnection of water service	
17.1	Service 20mm to 32mm diameter (cap main cock)	\$540.00
17.2	Service 32mm to 150mm diameter (cap main cock/flanged tee)	\$710.00
18	RELOCATION OF 20MM AND 25MM STOP COCK AND METER	
18.1	Where no additional excavation or shutdown is required	\$560.00
18.2	Where additional excavation is required	\$790.00
18.3	Where shutdown of main is required	\$1,340.00

		2007-08 GST- exclusive rate	2007-08 GST- inclusive rate
19.	Hydrants (metered standpipes)		
19.1	25mm hydrant (metered standpipe)		
	• annual hire	\$250.00	\$275.00
	• quarterly hire	\$100.00	\$110.00
	• short-term hire (14 days maximum)	\$55.00	\$60.50
19.2	32mm hydrant (metered standpipe)		
	• annual hire	\$310.00	\$341.00
	• quarterly hire	\$110.00	\$121.00
	• short-term hire (14 days maximum)	\$60.00	\$66.00
19.3	65mm hydrant (metered standpipe)		

		2007-08 GST-exclusive rate	2007-08 GST-inclusive rate
	<ul style="list-style-type: none"> annual hire 	\$420.00	\$462.00
	<ul style="list-style-type: none"> quarterly hire 	\$140.00	\$154.00
	<ul style="list-style-type: none"> short-term hire (14 days maximum) 	\$60.00	\$66.00
19.4	65mm hydrant (metered standpipe) – hire for filling pools etc.		
	<ul style="list-style-type: none"> hire of hose and fittings (fixed fee, seven days maximum) 	\$56.00	\$61.60
	<ul style="list-style-type: none"> daily hire (per day, seven days maximum) 	\$10.00	\$11.00

These service charges are minimum charges for work on basic installations, carried out in normal business hours unless otherwise stated. Charges for work of greater complexity or outside these hours will be determined individually.

		2007-08 charge
20.	Sewer main connections	
20.1	100mm diameter junction into 150mm diameter main	\$1,350.00
20.2	100mm diameter junction into 225mm diameter main	\$1,460.00
20.3	100mm diameter junction into 300mm diameter main	\$1,570.00
20.4	Break out existing 150mm, 225mm or 300mm diameter main to a new manhole	\$1,130.00
20.5	Connection to existing standard manhole without drop, 100mm, 150mm or 225mm diameter	\$2,260.00
20.6	150mm connection to existing standard manhole including external drop of up to 2 meters	\$5,950.00
	Rate for each additional metre of drop	\$215.00
20.7	225mm connection to existing standard manhole including external drop of up to 2 meters	\$5,950.00
	Rate for each additional metre of drop	\$215.00
20.8	Provide 100mm or 150mm diameter collar out of existing standard sewer manhole for house connection without drop	\$2,460.00
20.9	Connecting main to end of existing main or collar out of existing manhole, 150mm or 225mm	\$1,850.00
20.10	100mm diameter PVC temporary connection to standard sewer manhole including removal of PVC pipe from manhole at completion of project	\$1,850.00

		2007-08 charge
20.1 1	Alterations to height of manhole. Raise or lower manhole up to 300mm where the only alteration is to the neck of the manhole and the total length of neck and ring does not exceed 450mm	\$825.00
20.1 2	Supply and fit “gatic” type cover to an existing manhole	\$1,050.00
20.1 3	Disconnection (temporary cap off) of sewer tie for non-compliance	\$735.00
20.1 4	Permanent disconnection of sewer connection to a main 150 or 225 mm	\$735 plus excavation
20.1 5	Permanent disconnection of sewer connection to a main 300 mm or above	\$710.00 plus excavation
20.1 6	Rebuild sewer man hole	\$5,450.00
	Gatic (if required)	\$415.00

The above charges relating to water main connections, hydrants and sewer main connections apply to basic installations only. Additional charges will apply to non-standard components, work of unusual complexity or work that is necessary outside of normal business hours.

Only property owners or their authorised agents are entitled to apply for these works to be carried out.

Indicative estimates can be supplied upon request.

A connection/disconnection design plan, approved by ActewAGL, must accompany requests for quotations except in the case of raising/lowering manholes or raising/lowering meters and stopcocks in their current location.

It is the responsibility of the lease owner (or authorised agent) to meet the costs of network charges together with all internal and external works which may be necessary to carry out a connection or disconnection to ACTEW Corporation’s water and sewerage network.

Where a customer causes damage to the sewerage system, including actions that lead to a blockage in the system, the customer will be required to reimburse ActewAGL for the costs it incurred in rectifying the damage to the system.

Officers of ActewAGL are the only persons permitted to work on, cut or tap into ACTEW Corporation mains or remove meters unless authorised by ActewAGL. All other work is contestable and, when approved by ActewAGL, can be carried out by licensed trades persons. ActewAGL will, however, prepare a quotation for contestable works if requested.

Quotations cover work that must be undertaken by ActewAGL on ACTEW owned mains. Quotations include preparatory tasks such as notification of customers and shut

down of the network. Unless stated above, the contractor is responsible for all other work including road opening, traffic permits, preparation of the site, excavation, backfilling and restoration.

Where the site is not ready at the nominated time to allow ActewAGL crews to commence work, additional charges will apply for rescheduled works.