

Australian Capital Territory

## **Utilities (Variation of Terms – ActewAGL Retail Standard Customer Contract) Approval Notice 2008 (No 2)\***

**Notifiable Instrument NI2008-555**

made under the

***Utilities Act 2000, s 91 (Notification and application of terms etc) and s 93 (Variation of terms)***

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**1 Name of instrument**

This instrument is the *Utilities (Variation of Terms – ActewAGL Retail Standard Customer Contract) Approval 2008 (No 2)*.

**2 Commencement**

This instrument commences on the day after it is notified.

**3 Approval of variation of Standard Customer Contract for gas connection and supply services**

The Independent Competition and Regulatory Commission approves the ActewAGL Retail Gas Connection and Supply Standard Customer Contract (2008) at Schedule 1 to this instrument.

The explanatory notes at Schedule 2 to this instrument set out the manner in which the terms of the ActewAGL Retail Gas Connection and Supply Standard Customer Contract, in use before the commencement of this instrument, are varied.

**4 Schedule of charges not amended**

This instrument does not amend the schedule of charges in the standard customer contract for electricity supply services approved by notifiable instrument NI 2008-243. Those charges continue to apply.

Paul Baxter  
Senior Commissioner  
Independent Competition and Regulatory Commission

17 November 2008

\*Name amended under Legislation Act, s 60

Authorised by the ACT Parliamentary Counsel—also accessible at [www.legislation.act.gov.au](http://www.legislation.act.gov.au)

## **SCHEDULE 1**

# **ActewAGL Retail Gas Connection and Supply Standard Customer Contract (2008)**

**Notifiable instrument NI2008- 555**

made under the

**Utilities Act 2000**



# Gas Connection & Supply Standard Customer Contract

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<b>Contents</b>	<b>1</b>	<b>Enquiries and complaints</b>	Page 1
	<b>2</b>	<b>Your choice of supplier</b>	Page 1
	<b>3</b>	<b>What obligations do you have?</b>	Page 2
		<i>– Application for supply</i>	
		<i>– Your emergency contact number</i>	
		<i>– Serious gas accident</i>	
		<i>– Keep us informed of changes</i>	
		<i>– Increase in consumption</i>	
		<i>– Your internal gas network and appliances</i>	
		<i>– Protection of our network</i>	
		<i>– Access to meters</i>	
		<i>– Easements</i>	
		<i>– Our staff on your premises</i>	
		<i>– Bypassing the meter</i>	
		<i>– Other customer obligations</i>	
	<b>4</b>	<b>Your right to connection</b>	Page 5
	<b>5</b>	<b>What standard of service can you expect?</b>	Page 6
		<i>– Customer service standards</i>	
		<i>– Continuous supply, quality and pressure not guaranteed</i>	
		<i>– Correction of interruptions to your supply</i>	
		<i>– Planned interruptions</i>	
		<i>– Unplanned interruptions</i>	
		<i>– Reduced pressure</i>	
	<b>6</b>	<b>What other rights do you have?</b>	Page 7
		<i>– Ask for identification</i>	
		<i>– Are you having difficulties paying an account?</i>	
		<i>– Selecting another tariff</i>	
		<i>– You may request information</i>	
		<i>– When we are permitted to contact you</i>	
		<i>– Notices from us</i>	
		<i>– Service Failure Rebate</i>	
		<i>– Work done by us on your premises</i>	
		<i>– You may request disconnection</i>	
		<i>– Charges payable on disconnection</i>	

<b>7</b>	<b>Charges</b>	Page 9
	<ul style="list-style-type: none"><li>– <i>Schedule of Charges</i></li><li>– <i>Extension and equipment costs</i></li><li>– <i>Other charges</i></li><li>– <i>Rebates and concessions</i></li><li>– <i>Payment of accounts</i></li><li>– <i>Errors in accounts</i></li><li>– <i>Disputed accounts</i></li><li>– <i>GST</i></li></ul>	
<b>8</b>	<b>Can you be required to provide a security deposit?</b>	Page 11
<b>9</b>	<b>Measuring your gas consumption</b>	Page 11
	<ul style="list-style-type: none"><li>– <i>Meter reading and inspections</i></li><li>– <i>Check readings</i></li><li>– <i>Installation of meters</i></li><li>– <i>Ownership of meters</i></li><li>– <i>Estimating your gas consumption</i></li><li>– <i>Testing of meters at your request</i></li><li>– <i>We may initiate test</i></li><li>– <i>Faulty meters or incorrect readings</i></li><li>– <i>Maintenance of meters</i></li><li>– <i>Protecting your metering information</i></li></ul>	
<b>10</b>	<b>Use of your personal information</b>	Page 13
	<ul style="list-style-type: none"><li>– <i>Your right to privacy</i></li><li>– <i>Obtaining information from credit agencies</i></li><li>– <i>Use of contact details</i></li><li>– <i>Use of other personal information</i></li><li>– <i>Disclosure of information</i></li></ul>	
<b>11</b>	<b>Our access to your premises</b>	Page 14
<b>12</b>	<b>Disconnection by us</b>	Page 15
	<ul style="list-style-type: none"><li>– <i>All customers</i></li><li>– <i>General</i></li></ul>	
<b>13</b>	<b>Our liability</b>	Page 16
	<ul style="list-style-type: none"><li>– <i>Terms implied by statute</i></li><li>– <i>Exclusion of other implied terms</i></li><li>– <i>Our liability</i></li><li>– <i>Limitations on our liability</i></li><li>– <i>General</i></li></ul>	
<b>14</b>	<b>Dispute resolution</b>	Page 18
<b>15</b>	<b>Miscellaneous</b>	Page 18

iii

- *Changes to this contract*
- *Inconsistency*
- *No representations or warranties*
- *Entire agreement*
- *Assignment*
- *Notices*
- *Joint customers*
- *Termination*
- *Governing law*

**Schedule**

**Words and phrases used in this contract**

## Gas connection and supply contract

	A	This contract sets out the standard terms on which <i>ActewAGL</i> supplies gas to customers in the ACT. All ACT <i>franchise customers</i> have a right to connection and supply on these terms.
	B	This contract applies to any <i>contestable customers</i> we agree to supply or arrange to be connected, until a negotiated contract is signed.
<i>Multiple premises</i>	C	If you have a number of premises at different sites in the ACT or in the same building, this contract applies separately to each of those premises.
<i>Words in italics</i>	D	Words shown in italics have the meaning given in the Schedule.
<i>Codes</i>	E	There are references to a number of codes throughout this contract. Contact the <i>Independent Competition and Regulatory Commission</i> if you would like a copy or you can search the ICRC web site at <a href="http://www.icrc.act.gov.au/">http://www.icrc.act.gov.au/</a> .

## TERMS

### Enquiries and complaints

	1.1	Enquiries or complaints should be directed to our enquiries line on <b>13 18 86</b> or submitted in writing to GPO Box 366, Canberra 2601. We are committed to resolving any enquiries or complaints as soon as reasonably possible.
	1.2	To report faults and emergencies, call our 24 hour service line on <b>13 19 09</b> .

### Your choice of supplier

#### *Your choice*

	2.1	You are not obliged to buy your gas from us. If you wish to buy gas for your premises from another licensed supplier, you must notify us that you will become a <i>non-franchise customer</i> for the premises from the day nominated in your notice.
	2.2	If you enter into a contract for the supply of gas to your premises with another supplier, or negotiate different terms with us, this contract will cease to apply.

## What obligations do you have?

### *Application for supply*

- 3.1 Before we can supply you with gas, you need to:
- (a) apply to us in writing, over the phone or electronically;
  - (b) provide any details about you, your premises and your estimated gas consumption that we reasonably request;
  - (c) demonstrate that you have a legal right of occupancy of the premises;
  - (d) provide any of the other things referred to in the Consumer Protection Code or the Gas General Metering Code, on request;
  - (e) have a connection in working order within the ACT between your premises and the *gas network*; and
  - (f) pay any applicable charges.

- 3.2 If your estimated maximum gas consumption exceeds 6m<sup>3</sup>/hour, we are required to lodge a formal request with *ActewAGL Distribution*, and comply with the procedures in the *Access Arrangement* before you can be supplied. Most households do not exceed this amount.

- 3.3 You must provide any information we reasonably request to comply with those procedures.

### *Your emergency contact number*

- 3.4 You must ensure that we have a current emergency contact for you at all times.

### *Serious gas accident*

- 3.5 If there is a *serious gas accident* at your premises, you must notify us immediately.

### *Keep us informed of changes*

- 3.6 You must inform us promptly if there is any change in:
- (a) your contact details;
  - (b) access to the meter; or
  - (c) the purpose for which you use gas at your premises.

### *Increase in consumption*

- 3.7 If you wish to increase your maximum gas consumption to more than 6m<sup>3</sup>/hour, you must
- (a) notify us; and
  - (b) provide any information we reasonably request to comply with the procedures in the

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*Access Arrangement.*

We will apply to *ActewAGL Distribution* for an increase on your behalf.

*Your internal gas network and gas appliances* 3.8

You are responsible for the operation and maintenance of your *internal gas network* and *gas appliances*, and must ensure that they are in good condition and repair, and are safe to use at all times.

3.9

You must also ensure that any person performing work on your *internal gas network* or any *gas appliance* is *accredited* for that type of work.

3.10

The boundary between your equipment and the *gas network* is described in the Gas Network Boundary Code, or as otherwise agreed with you in writing. We are responsible for everything on our side of the boundary (including the meter), and you are responsible for everything on your side of the boundary after the meter.

*Protection of our network*

3.11

You must:

- (a) use reasonable endeavours to protect our and *ActewAGL Distribution's equipment* installed on your premises from unauthorised interference; and
- (b) notify us of any interference, defect or damage within 5 *business days* of becoming aware of it.

3.12

You must pay the reasonable costs of repair or replacement of our and *ActewAGL Distribution's equipment* installed on your premises, on request, if the defect or damage was:

- (a) caused by you; or
- (b) caused by another person in circumstances where you failed to take reasonable care to prevent that.

3.13

You must not, without reasonable excuse:

- (a) throw or otherwise project an object at the *gas network*; or
- (b) drive a vehicle or operate equipment over an underground part of the network if that is likely to damage the network or endanger its



		safe or efficient operation.
	3.14	You must not, without reasonable excuse, carry out any excavations on or near the <i>gas network</i> that are likely to damage the network or endanger its safe or efficient operation.
	3.15	You must not, without reasonable excuse, place or keep above or adjacent to an underground part of the <i>gas network</i> , any corrosive, abrasive, heavy or harmful material or substance that is likely to damage the network or endanger its safe or efficient operation.
<i>Access to meters</i>	3.16	You must ensure our employees, contractors and agents have unhindered and safe access to the gas meter to read, test, replace or repair the meter.
	3.17	If you do not provide this access, you may be required to pay the reasonable costs of any further attendances required at your premises as a result, or we may relocate the gas meter at your expense.
	3.18	You must not lock off access to your meter at any time.
<i>Easements</i>	3.19	You must not build over any gas infrastructure, or over any <i>easements</i> , or permit anyone else to do so, without our prior written consent.
	3.20	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.
<i>Our staff on your premises</i>	3.21	You must notify us of: <ul style="list-style-type: none"> <li>(a) the existence of any hazard located at your premises; and</li> <li>(b) the precautions which should be taken to avoid that hazard.</li> </ul>
	3.22	For industrial premises, you must provide our employees, contractors and agents with safe working conditions consistent with relevant occupational health and safety requirements.

<i>Bypassing the meter</i>	3.23	You must not remove, tamper with or bypass the gas meter, or permit anyone else to do so.
<i>Other customer obligations</i>	3.24	You must deal honestly with us.
	3.25	<p>You must comply with:</p> <ul style="list-style-type: none"> <li>(a) applicable <i>gas law</i>;</li> <li>(b) any obligations in the codes published under the <i>Utilities Act 2000</i> that are expressed to apply to customers;</li> <li>(c) <i>ActewAGL Distribution's Minimum Standards for Network Operation</i> and any <i>ActewAGL Service and Installation Rules</i>; and</li> <li>(d) any reasonable directions we give you under the law, the codes or those rules.</li> </ul>
<b>Your right to connection</b>	4.1	<p>If you wish to:</p> <ul style="list-style-type: none"> <li>(a) connect your premises to the <i>gas network</i>; or</li> <li>(b) vary the capacity of an existing connection, we will arrange for <i>ActewAGL Distribution</i> to carry out the work, on request.</li> </ul>
	4.2	<p>Before your premises can be connected to the <i>gas network</i>, you need to:</p> <ul style="list-style-type: none"> <li>(a) provide us with any of the information or things referred to in 3.1, on request;</li> <li>(b) install an <i>internal gas network</i> that complies with applicable <i>gas law</i> and the <i>Service and Installation Rules</i>, and any other reasonable requirements notified by us; and</li> <li>(c) pay any applicable charges.</li> </ul>
	4.3	If you are a tenant or occupier, you must provide us with written authorisation from the owner before we arrange for connection work to be undertaken at the premises.

**What standard of service can you expect?**

*Customer service standards*

*Continuous supply, quality and pressure not guaranteed*

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|-----|---|
| 5.1 | We will meet the customer service standards described in the Consumer Protection Code in our dealings with you.   |
| 5.2 | We are committed to providing a high quality gas supply that complies with applicable regulatory requirements, and to minimising interruptions to your supply.  |
| 5.3 | <p>However, our gas supply is subject to a variety of factors, which include accidents, weather, the acts of third parties and the need to work on the gas transmission and distribution networks. Accordingly, we are unable to guarantee that there will be no:</p> <ul style="list-style-type: none"> <li>(a) variations in the quality or pressure of gas supplied to your premises; or</li> <li>(b) interruptions to your gas supply, within the limits set by the regulatory requirements.</li> </ul> |
| 5.4 | <p><i>Correction of interruptions to your supply</i></p> <p>If there is an interruption to your gas supply, we will endeavour to correct it or arrange for it to be corrected as soon as possible.</p>  |
| 5.5 | <p><i>Planned interruptions</i></p> <p>Your gas supply may be interrupted:</p> <ul style="list-style-type: none"> <li>(a) in the circumstances permitted by the Consumer Protection Code; or</li> <li>(b) as permitted or required by applicable gas law or the <i>Service and Installation Rules</i>.</li> </ul>   |
| 5.6 | <p>We will give you at least 2 <i>Business Days</i> notice of a planned interruption, unless you give your consent or there is an emergency. The notice must comply with the requirements of the Consumer Protection Code.</p>  |
| 5.7 | <p><i>Unplanned interruptions</i></p> <p>In the case of an unplanned interruption to your supply, you may call our enquiries line on 13 18 86 or the faults and emergencies line on 13 19 09 for information on, among other things, the nature of the interruption and the estimated time of restoration of supply.</p>  |

*Reduced pressure*

5.8 We will, as far as reasonably practicable, give you prior notice if your gas supply is likely to be affected by reduced pressure.

**What other rights do you have?**

*Ask for identification*

6.1 You are entitled to ask our employees, contractors or agents attending your premises for identification before they ask you questions or carry out work on your premises. They carry photographic ActewAGL identity cards.

*Are you having difficulties paying an account?*

6.2 If you are having difficulties paying your account, you may call us to discuss alternative payment arrangements including, for *residential premises*:

- (a) advance payment or instalment payment plan options;
- (b) available Territory government assistance programs; and
- (c) information about independent financial counselling services.

We will provide this information to you free of charge.

You can also contact the *Energy and Water Consumer Council* on 6207 7740 to seek assistance.

*Selecting another tariff*

6.3 If you are eligible for another tariff, and you wish to change, contact our enquiries line on 13 18 86 to be transferred. The transfer will be arranged from the next convenient account period, subject to 3.7 if an increase in gas consumption above 6m<sup>3</sup>/hour is involved.

*You may request information*

6.4 You may request us to provide you with information regarding:

- (a) the services we supply to your premises;
- (b) meter readings for those services; or
- (c) your account.

We will provide this information to the extent it is reasonably available to us.

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	6.5	You must pay our reasonable costs of providing any information that you have asked for, unless that information relates to account or metering information for the 12 months prior to the date of your enquiry, which will be provided free of charge.
<i>When we are permitted to contact you</i>	6.6	<p>We are only permitted to contact you:</p> <ul style="list-style-type: none"> <li>(a) between 9.00am and 8.00pm weekdays;</li> <li>(b) between 9.00am and 5.00pm Saturdays and Sundays; and</li> <li>(c) not at all on ACT public holidays,</li> </ul> <p>unless there is an emergency or you give your consent.</p>
<i>Notices from us</i>	6.7	The Consumer Protection Code imposes requirements on the way in which we can give you written notices under this contract.
<i>Service Failure Rebate</i>	6.8	You may be entitled to a rebate if we fail to meet the minimum service standards described in the Consumer Protection Code. The amount of the rebate is shown in the Code. To ascertain rebate details or apply for a rebate phone 13 14 93.
<i>Work done by us on your premises</i>	6.9	<p>If we do work on your premises or nature strip, we are required to take reasonable steps to reinstate the property to a similar condition, unless that would involve:</p> <ul style="list-style-type: none"> <li>(a) an interference with a network facility; or</li> <li>(b) a contravention of ACT law.</li> </ul>
<i>You may request disconnection</i>	6.10	You may ask us to disconnect the supply of gas to your premises by giving us at least 3 <i>business days</i> notice in writing, in person, over the phone or electronically.
<i>Charges payable on disconnection</i>	6.11	If you have given us at least 3 <i>business days</i> notice and an address to which a final account may be sent, you will only be required to pay for gas supplied up to the date of disconnection shown in your notice, in addition to any applicable fees shown in our <i>Schedule of Charges</i> .
	6.12	If you have not given us at least that much notice,

		<hr/> <p>we may require you to pay all charges until whichever of the following occurs first:</p> <ul style="list-style-type: none"> <li>(a) the date stated by us in a written notice to you;</li> <li>(b) the date of the final meter reading; or</li> <li>(c) the date your service is disconnected, suspended or transferred.</li> </ul> <hr/>
<b>Charges</b> <i>Schedule of Charges</i>	7.1	Our charges for gas connection, supply and other associated services are shown in our <i>Schedule of Charges</i> . Our <i>Schedule of Charges</i> forms part of the terms of this contract and must be read in conjunction with this contract. A copy of our <i>Schedule of Charges</i> is available from us free of charge, on request or from our website at <a href="http://www.actewagl.com.au">www.actewagl.com.au</a> .
<i>Extension and equipment costs</i>	7.2	<p>We may charge you for any work undertaken to:</p> <ul style="list-style-type: none"> <li>(a) in the case of new connections – extend the <i>gas network</i>, or increase the capacity of the network, to connect your premises; or</li> <li>(b) in the case of existing connections - vary the capacity of the <i>gas network</i>, or the connection to your premises, due to a change in your demand for gas supply, or a request by you; or</li> <li>(c) remove infrastructure at your request.</li> </ul>
	7.3	The amount of the payment will be determined by us, subject to any limits imposed by applicable <i>gas law</i> (including any applicable Capital Contributions Code).
<i>Other charges</i>	7.4	You must pay us any other amounts we are permitted to charge under applicable <i>gas law</i> .
<i>Rebates and concessions</i>	7.5	You may be eligible for a rebate or concession on our standard charges for <i>residential premises</i> , for example if you have a pensioner concession card or veteran's affairs card. Call our enquiries line on 13 18 86 for details.
<i>Payment of accounts</i>	7.6	We will issue accounts to you for any charges payable under this contract at least every 120 days,

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		unless you agree otherwise.
	7.7	Each account will contain the information required by the Consumer Protection Code.
	7.8	You must pay an account by the due date shown on the account. We will give you at least 12 Business Days to pay from the date on which the account is sent to you, unless you agree to a shorter period.
	7.9	Payment may be made: <ul style="list-style-type: none"><li>(a) by mail;</li><li>(b) in person at any of our designated offices or agencies;</li><li>(c) by cash or cheque, direct debit or any other method provided by us consistent with the Consumer Protection Code.</li></ul>
	7.10	Any amount which remains unpaid after 14 days from the due date (or is paid by a method which is later dishonoured or rejected) is a debt to us and we may charge you <i>interest</i> from the original due date.
<i>Errors in accounts</i>	7.11	If we discover we have overcharged you, we will promptly credit the overpayment to your account.
	7.12	If we find we have undercharged you, we may adjust your account to collect the amount you were undercharged. Provided that you did not contribute to the undercharge occurring, our backcharge cannot go back more than 12 months in accordance with the Consumer Protection Code.
<i>Disputed accounts</i>	7.13	We will seek to resolve any disputes about accounts in accordance with the Consumer Protection Code.
<i>GST</i>	7.14	GST applies to the services provided under this contract. The charges shown in our Schedule of Charges include GST.
	7.15	Your account will show the GST component of our charges as a separate item.

**Can you be required to provide a security deposit?**

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| 8.1 | You must provide us with a security deposit, if required by us.   |
| 8.2 | We may only require a security deposit as permitted by the Consumer Protection Code.  |
| 8.3 | We may draw on a security deposit provided by you if you fail to pay an amount due under this contract.   |
| 8.4 | You are entitled to have your security deposit (plus any interest) refunded if you pay your accounts by the due date for a continuous period of 12 months.. |

**Measuring your gas consumption**

*Meter reading and inspections*

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| 9.1 | We will arrange for the gas meters at your premises to be read each account period, unless we estimate your consumption for a period as permitted by 9.6 to 9.8. |
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*Check readings*

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| 9.2 | In addition, we will arrange a check of the accuracy of a recent meter reading, on request. You are entitled to one free check reading for each account period. The fee for additional check readings will be included in your account, as shown in the <i>Schedule of Charges</i> . |
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| 9.3 | We will provide information on request to allow you to carry out basic meter readings yourself instead of requesting further check readings or meter testing. This only applies to standard meters provided to <i>franchise customers at residential premises</i> . |
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*Installation of meters*

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| 9.4 | We will arrange to have a meter installed at your premises if at any stage they are not metered. We will include our charges for the installation in your account, but there will be no separate charge for the meter itself if you are a <i>franchise customer</i> . |
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*Ownership of meters*

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| 9.5 | The gas meter on your premises remains the property of <i>ActewAGL Distribution</i> . |
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*Estimating your gas consumption*

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| 9.6 | We may estimate the quantity of gas supplied to your premises, or your demand for gas, in the circumstances described in the Gas General Metering Code. Alternatively, if a gas meter fails to operate, we may determine your consumption using |
|-----|---|



		any of the methods permitted in the <i>Access Arrangement</i> .
	9.7	Where possible, estimates will be calculated with reference to an adjacent account period or periods.
	9.8	If you are invoiced on the basis of an estimate, we may adjust a later invoice to reflect the actual consumption, once known or more accurately estimated.
<i>Testing of meters at your request</i>	9.9	You may request us (or any other person authorised under the Gas General Metering Code) to test any of our gas meters on your premises. The procedure in the Gas General Metering Code will then apply.
	9.10	We will refund the cost of the test if it shows the meter is defective, as defined in the Gas General Metering Code.
<i>We may initiate test</i>	9.11	We may arrange for any of the meters on your premises to be tested at our cost. The testing may be carried out on or off site.
<i>Faulty meters or incorrect readings</i>	9.12	We will adjust your account as necessary if: <ul style="list-style-type: none"> <li>(a) the metering equipment installed on your premises is defective; or</li> <li>(b) a check reading shows a reading to be incorrect.</li> </ul>
<i>Maintenance of meters</i>	9.13	We will use reasonable endeavours to have the gas meters at your premises maintained in working order.
<i>Protecting your metering information</i>	9.14	We will use reasonable endeavours to prevent unauthorised access to metering information obtained from your premises.

## **Use of your personal information**

### *Your right to privacy*

10.1 We respect your privacy and are committed to complying with the *Privacy Act 1988*, the National Privacy Principles in that Act and any other applicable law regarding privacy.

For any enquiries concerning privacy or the personal information we hold about you, please contact our privacy officer on 13 18 86.

### *Obtaining information from credit agencies*

10.2 We may obtain information related to your creditworthiness (including a consumer credit report) from a credit-reporting agency, any business that reports on creditworthiness or any credit provider.

### *Use of contact details*

10.3 We may use your contact details:

- (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,

but we will not disclose your details to any third party in so doing.

10.4 We may cross reference your personal information across any electricity, natural gas, and water and sewerage services that we provide to you to check the accuracy of your contact details.

10.5 If you do not wish your details to be used for information or promotional purposes, please contact our customer service line on 13 18 86. 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.

### *Use of other personal information*

10.6 We may use any personal information we hold about you, including your contact details, to:

- (a) assess your ongoing creditworthiness or the status of any account you have with us; or

		<ul style="list-style-type: none"> <li>(b) determine the level of security required under this contract; or</li> <li>(c) collect overdue payments.</li> </ul>
<i>Disclosure of information</i>	10.7	We may disclose information about you (including your contact details and creditworthiness information) or your metering information, in the circumstances permitted by the Consumer Protection Code or as otherwise permitted or required by law.
<b>Our access to your premises</b>	11.1	<p>You must allow our employees, contractors and agents to enter your premises:</p> <ul style="list-style-type: none"> <li>(a) to carry out connection work or disconnection in accordance with this contract; or</li> <li>(b) to read or test meters; or</li> <li>(c) to inspect, maintain, repair or replace our property; or</li> <li>(d) where otherwise permitted by law .</li> </ul>
	11.2	<p>While our personnel are on your premises, we will ensure that they:</p> <ul style="list-style-type: none"> <li>(a) observe all applicable safety conditions required by law; and</li> <li>(b) for industrial premises, where you have given us reasonable prior notice: <ul style="list-style-type: none"> <li>(i) comply with any reasonable work safety rules in force at your premises; and</li> <li>(ii) if necessary, work in protective equipment and clothing supplied by you in general use at your premises.</li> </ul> </li> </ul>

## **Disconnection by us**

### *All customers*

- 
- 12.1 We may arrange for your premises to be disconnected:
- (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 *residential premises*, we have complied with all the requirements of the Consumer Protection Code; or
  - (c) if you fail to comply with any of your other obligations under this contract; or
  - (d) as permitted or required by applicable *gas law*; or
  - (e) the internal gas network at your property does not comply with the *Service and Installation Rules*.

12.2 We may restrict the supply of gas in any of the circumstances referred to in the previous paragraph. We may also restrict or ration your supply in an emergency as permitted by the Consumer Protection Code.

12.3 In addition to the Supplier's rights under clause 12.1, the Distributor may also disconnect the premises in the circumstances described in the Consumer Protection Code, or as otherwise permitted by *gas law* or the *Service and Installation Rules*.

### *General*

12.4 We must comply with the applicable procedures in the Consumer Protection Code, and other applicable *gas law*, in disconnecting or restricting your supply.

12.5 If we disconnect your premises or restrict your supply of gas, you must pay any applicable fee shown in the *Schedule of Charges*.

12.6 If the matter giving rise to the disconnection or restriction of supply is remedied or otherwise ceases to apply, we will arrange reconnection and will recommence supply as soon as reasonably possible.

## **Our liability**

### *Terms implied by statute*

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12.7 A reconnection fee applies, as shown in our *Schedule of Charges*.

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13.1 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.

13.2 Our liability for breach of an Implied Term applying to this contract is limited at our option to one of the following remedies:

- (a) in the case of goods supplied by us:
  - (i) the replacement of the goods or the supply of equivalent goods; or
  - (ii) the repair of the goods; or
  - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
  - (iv) the payment of the cost of having the goods repaired; or
- (b) in the case of services supplied by us or arranged to be supplied by us:
  - (i) the supplying of the services again; or
  - (ii) the payment of the cost of having the services supplied again.

13.3 Our liability will not be limited in this way if you establish that such a limitation is not fair or reasonable in the circumstances.

### *Exclusion of other implied terms*

13.4 The only terms, conditions or warranties which apply to the supply of gas under this contract are:

- (a) any Implied Terms, but subject to the preceding provisions of this clause; and
- (b) the express terms of this contract.

13.5 All other terms, conditions or warranties implied by law (including statute), custom or usage are excluded to the fullest extent permitted by law.

<i>Our liability</i>	13.6	Subject to the limitations described in this clause, we are liable for any loss, liability or expense, which you may suffer or incur as a direct result of any negligence or breach of contract by us.
	13.7	This is in addition to any rebate to which you may be entitled under 6.8.
<i>Limitations on our liability</i>	13.8	We are not liable to the extent your <i>internal gas network</i> or <i>gas appliances</i> caused or contributed to the problem.
Faults in your equipment:		
Interruption to services:	13.9	We are not liable for an interruption to your gas supply if the interruption: <ul style="list-style-type: none"> <li>(a) was caused by events or circumstances beyond our control; or</li> <li>(b) arose despite us having complied with all relevant performance standards under the Consumer Protection Code.</li> </ul>
Other limitations:	13.10	We are not liable for any loss, liability or expense, which you may suffer or incur other than as provided in 13.6 and 13.7.
	13.11	Without limiting 13.10, 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.
	13.12	Other limitations on our liability may apply under applicable <i>gas law</i> including the Consumer Protection Code.
<i>General</i>	13.13	The limitations in 13.10 and 13.11 are subject to the earlier provisions of this clause regarding Implied Terms.
	13.15	Any liability a party has to the other for breach of this contract is reduced to the extent the other party caused or contributed to the breach.

## Dispute resolution

- |      |   |
|------|---|
| 14.1 | The parties will seek to settle any dispute arising under this contract in accordance with the Consumer Protection Code or, if applicable, you may refer the matter to the <i>Essential Services Consumer Council</i> . |
| 14.2 | This does not prevent a party exercising its rights under this contract or applying to a court for urgent relief.   |

## Miscellaneous

### *Changes to this contract*

- |      |   |
|------|---|
| 15.1 | We may make changes to this contract from time to time as permitted by the <i>Utilities Act 2000</i> . Notice of the changes will be published in the Canberra Times and a free copy of the changes will be available on request or from our website <a href="http://www.actewagl.com.au">www.actewagl.com.au</a> . |
|------|---|

### *Inconsistency*

- |      |   |
|------|---|
| 15.2 | The parties must comply with the obligations imposed on them by <i>gas law</i> or the <i>Service and Installation Rules</i> , except where those obligations are inconsistent with this contract. In that case this contract will prevail to the extent permitted by law. |
|------|---|

### *No representations or warranties*

- |      |  |
|------|--|
| 15.3 | You acknowledge that in entering into this contract you have not relied on any separate promises from us that have not been included in this contract. |
|------|--|

### *Entire agreement*

- |      |   |
|------|---|
| 15.4 | This contract constitutes the entire agreement between us about its subject matter. |
|------|---|

### *Assignment*

- |      |   |
|------|---|
| 15.5 | You may not assign your rights or obligations under this contract without our consent |
|------|---|

### *Notices*

- |      |   |
|------|---|
| 15.6 | Notices sent to you from us will be considered to be received within the time provided by the Consumer Protection Code. |
|------|---|

### *Joint customers*

- |      |  |
|------|--|
| 15.7 | If you own or lease the premises together with another person or persons, this contract binds and is for the benefit of you all jointly and severally. |
|------|--|

### *Termination*

- |      |   |
|------|---|
| 15.8 | This contract will terminate if our <i>gas supplier's licence</i> is suspended or ceases to apply and we are not otherwise authorised to supply gas under applicable <i>gas law</i> . |
|------|---|

*Governing law*

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15.9 This contract is governed by the laws of the Australian Capital Territory.



## Schedule Words and phrases used in this contract

TERM	MEANING
<i>Access Arrangement</i>	the Access Arrangement for <i>ActewAGL Distribution</i> System in ACT, Queanbeyan and Yarrowlumla issued under the National Third Party Access Code for Natural Gas Pipelines Systems.
<i>accredited</i>	Accredited under the <i>Gas Safety Act 2000</i> , or licensed under any applicable <i>gas law</i> .
<i>ActewAGL (we, us, our)</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 Distribution</i>	The distribution arm of the ActewAGL joint venture, which is a partnership between ACTEW Distribution Limited and Jemena Networks (ACT) Pty Ltd, trading as ActewAGL Distribution. ActewAGL Distribution owns the <i>gas network</i> .
<i>business day</i>	a day, other than a Saturday, Sunday or ACT public holiday.
<i>connection point</i>	the boundary between the <i>gas network</i> and <i>your internal gas network</i> , as defined in the Network Boundary Code (which is the outlet of the meter assembly), or as otherwise agreed with you in writing.
<i>contestable customer (or “non-franchise” customer)</i>	means a customer who is not a <i>franchise customer</i> . These are customers who have the right to choose their gas supplier.
<i>easement</i>	means anything registered on the title to your premises as an <i>ActewAGL</i> or <i>ActewAGL Distribution</i> easement.
<i>Energy and Water Consumer Council</i>	means the council which is a consumer protection and advisory body for ACT utility services, or any successor to it
<i>equipment</i>	gas pipes and other gas infrastructure and equipment.
<i>franchise customers</i>	means a franchise customer for gas supply as defined in the <i>Utilities Act 2000</i> . These are customers who do not yet have the right to choose their gas supplier.
<i>gas appliance</i>	means a gas burning appliance that is manufactured, adapted or designed for connection to an <i>internal gas network</i> .

<i>gas law</i>	the <i>Utilities Act 2000</i> , the <i>Gas Safety Act 2000</i> , the Natural Gas Customer Service Code, Gas Retail Market Business Rules to Support Retail Competition in Gas (NSW and ACT), any other applicable market, industry or technical code, the <i>Access Arrangement</i> , our <i>gas supplier's licence</i> and any other statute, regulation, ordinance, code or other law, whether territory, state or federal, including any lawfully binding determination, decree, edict, declaration, ruling, order or other similar pronouncement validly made by any <i>government or authority</i> .
<i>gas network</i>	the ACT gas distribution network as defined in section 10 of the <i>Utilities Act 2000</i> .
<i>gas supplier's licence</i>	Our licence to supply gas to premises in the ACT, issued under the <i>Utilities Act 2000</i> .
<i>government or authority</i>	the Commonwealth of Australia, any Australian State or Territory or any local government, and any minister, department, statutory authority, corporation or agency (including <i>ICRC</i> and the <i>Australian Gas Association</i> ) having jurisdiction and authority over a party.
<i>GST</i>	has the meaning given in the <i>A New Tax System (Goods and Services Tax) Act 1999</i> .
<i>ICRC</i>	the Independent Competition and Regulatory Commission, which is the ACT regulator for competition, pricing and other matters involving the gas industry.
<i>interest</i>	for a period means the amount calculated in accordance with the Supreme Court interest rate(s) for post-judgment interest applying for that period, as set from time to time by the <i>Court Procedure Rules 2006</i> .
<i>internal gas network</i>	the system of gas pipes, fittings, flexible hoses, components and associated structures and equipment at the premises on your side of the <i>connection point</i> , that are used to convey gas to a <i>gas appliance</i> .
<i>non-franchise customer</i>	see “contestable customer” above.
<i>residential premises</i>	has the meaning given in the Consumer Protection Code.
<i>serious gas accident</i>	has the meaning given in the <i>Gas Safety Act 2000</i> . Broadly speaking, these are accidents involving death of a person, an injury that requires medical attention, damage to property exceeding \$2,000, or fire.
<i>Schedule of Charges</i>	the schedule of fees and charges for gas supply and connection and associated services published by us and in force from time to

	time.
<i>Service and Installation Rules</i>	the rules published from time to time by us or <i>ActewAGL Distribution</i> for gas service and installation.

In this contract:

the singular includes the plural and vice versa;

a reference to an agreement, code or another instrument includes any consolidation, amendment, variation or replacement of them;

a reference to a statute, ordinance, code or other law, including anything which comprises the *gas law*, includes regulations and other instruments under it and includes all consolidations, amendments, re-enactments or replacements;

a reference to a code named in this contract is a reference to the code of that name under the *Utilities Act 2000*;

the word **person** includes a firm, body corporate, body politic, unincorporated association or an authority;

a reference to a person includes the person's permitted successors, substitutes (including, without limitation, persons taking by novation) and assigns;

if an event must occur on a stipulated day which is not a *business day*, then the stipulated day will be taken to be the next *business day*;

if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;

a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

law includes *gas law*;

**including, includes, such as** and **in particular** do not limit the generality of the words which precede them or to which they refer; and

headings are included for convenience and do not affect the interpretation of this contract.

## **SCHEDULE 2**

# **ActewAGL Retail Gas Connection and Supply Standard Customer Contract (2008)**

## **Explanatory Notes**

**Notifiable instrument NI2008- 555**

made under the

**Utilities Act 2000**

## Amendments to Gas Connection and Supply Standard Customer Contract

**November 2008**

Current heading	Current clause number	Current wording	Proposed heading	Proposed clause number	Proposed wording	Explanation
						Table of contents has been updated as necessary due to amendments as below.
<b>Recitals</b>						
<i>Codes</i>	E	There are references to a number of codes throughout this contract. Contact the <i>ICRC</i> if you would like a copy.	<i>Codes</i>	E	There are references to a number of codes throughout this contract. Contact the <i>Independent Competition and Regulatory Commission</i> if you would like a copy or you can search the ICRC web site at <a href="http://www.icrc.act.gov.au/">http://www.icrc.act.gov.au/</a> .	Amended to include full name of commission in this first reference and clarify obtaining copies of a code.
---	5.6	We will give you at least 2 days notice of a planned interruption, unless you give your consent or there is an emergency. The notice must comply with the requirements of the Consumer Protection Code.	---	5.6	We will give you at least 2 <i>Business Days</i> notice of a planned interruption, unless you give your consent or there is an emergency. The notice must comply with the requirements of the Consumer Protection Code.	Amended to reflect the Consumer Protection Code.

Current heading	Current clause number	Current wording	Proposed heading	Proposed clause number	Proposed wording	Explanation
<i>Are you having difficulties paying an account?</i>	6.2	<p>If you are having difficulties paying your account, you may call us to discuss alternative payment arrangements including, for residential premises:</p> <ul style="list-style-type: none"> <li>(a) advance payment or instalment payment plan options;</li> <li>(b) available Territory government assistance programs; and</li> <li>(c) information about independent financial counselling services.</li> </ul> <p>We will provide this information to you free of charge.</p>	<i>Are you having difficulties paying an account?</i>	6.2	<p>If you are having difficulties paying your account, you may call us to discuss alternative payment arrangements including, for residential premises:</p> <ul style="list-style-type: none"> <li>(a) advance payment or instalment payment plan options;</li> <li>(b) available Territory government assistance programs; and</li> <li>(c) information about independent financial counselling services.</li> </ul> <p>We will provide this information to you free of charge.</p> <p>You can also contact the Energy and Water Consumer Council on 6207 7740 to seek assistance.</p>	Amended to include reference to EWCC.
---	6.5	<p>You must pay our reasonable costs of providing any information that you have asked for, unless that information relates to account or metering information for the last account period, which will be provided free of charge.</p>	---	6.5	<p>You must pay our reasonable costs of providing any information that you have asked for, unless that information relates to account or metering information for the 12 months prior to the date of your enquiry, which will be provided free of charge.</p>	Amended to reflect Consumer Protection Code.

<b>Current heading</b>	<b>Current clause number</b>	<b>Current wording</b>	<b>Proposed heading</b>	<b>Proposed clause number</b>	<b>Proposed wording</b>	<b>Explanation</b>
<i>When we are permitted to contact you</i>	6.6	<p>We are only permitted to contact you:</p> <ul style="list-style-type: none"> <li>(a) Between 8.00am and 8.00pm weekdays;</li> <li>(b) between 9.00am and 5.00pm Saturdays and Sundays; and</li> <li>(c) not at all on ACT public holidays,</li> </ul> <p>unless there is an emergency or you give your consent.</p>	<i>When we are permitted to contact you</i>	6.6	<p>We are only permitted to contact you:</p> <ul style="list-style-type: none"> <li>(a) between 9.00am and 8.00pm weekdays;</li> <li>(b) between 9.00am and 5.00pm Saturdays and Sundays; and</li> <li>(c) not at all on ACT public holidays,</li> </ul> <p>unless there is an emergency or you give your consent.</p>	Amended to reflect the Consumer Protection Code.
<i>Compensation</i>	6.8	<p>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.</p>	<i>Service Failure Rebate</i>	6.8	<p>You may be entitled to a rebate if we fail to meet the minimum service standards described in the Consumer Protection Code. The amount of the rebate is shown in the Code. To ascertain rebate details or apply for a rebate phone 13 14 93.</p>	Amended to use terminology consistent with the Consumer Protection Code.

<b>Current heading</b>	<b>Current clause number</b>	<b>Current wording</b>	<b>Proposed heading</b>	<b>Proposed clause number</b>	<b>Proposed wording</b>	<b>Explanation</b>
Charges <i>Schedule of Charges</i>	7.1	Our charges for gas connection, supply and other associated services are shown in our <i>Schedule of Charges</i> . A copy is available from us free of charge, on request.	Charges <i>Schedule of Charges</i>	7.1	Our charges for gas connection, supply and other associated services are shown in our <i>Schedule of Charges</i> . Our <i>Schedule of Charges</i> forms part of the terms of this contract and must be read in conjunction with this contract. A copy of our <i>Schedule of Charges</i> is available from us free of charge, on request or from our website at <a href="http://www.actewagl.com.au">www.actewagl.com.au</a> .	Amended to clarify that the schedule of charges forms part of the contract and where a copy can be obtained.
---	7.8	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.	---	7.8	You must pay an account by the due date shown on the account. We will give you at least 12 <i>Business Days</i> to pay from the date on which the account is sent to you, unless you agree to a shorter period.	Amended to reflect Consumer Protection Code.
---	7.12	If we find we have undercharged you, we may adjust your account to collect the amount you were undercharged.	---	7.12	If we find we have undercharged you, we may adjust your account to collect the amount you were undercharged. Provided that you did not contribute to the undercharge occurring, our backcharge cannot go back more than 12 months in accordance with the Consumer Protection Code.	Amended to reflect Consumer Protection Code



<b>Current heading</b>	<b>Current clause number</b>	<b>Current wording</b>	<b>Proposed heading</b>	<b>Proposed clause number</b>	<b>Proposed wording</b>	<b>Explanation</b>
---	8.4	<p>You are entitled to have your security deposit (plus any interest) refunded if you pay your accounts by the due date:</p> <p>(a) for a continuous period of 12 months; or</p> <p>(b) where the security was required because of past illegal use of a service - for a continuous period of 2 years.</p>	---	8.4	<p>You are entitled to have your security deposit (plus any interest) refunded if you pay your accounts by the due date for a continuous period of 12 months.</p>	Amended to reflect Consumer Protection Code.

Current heading	Current clause number	Current wording	Proposed heading	Proposed clause number	Proposed wording	Explanation
Use of your personal information  <i>Your right to privacy</i>	10.1	We respect your privacy and are committed to complying with the <i>Privacy Act 1988</i> , the Information Privacy Principles in that Act and any other applicable law regarding privacy.  For any enquiries concerning privacy or the personal information we hold about you, please contact our privacy officer on 13 18 86.	Use of your personal information  <i>Your right to privacy</i>	10.1	We respect your privacy and are committed to complying with the <i>Privacy Act 1988</i> , the National Privacy Principles in that Act and any other applicable law regarding privacy.  For any enquiries concerning privacy or the personal information we hold about you, please contact our privacy officer on 13 18 86.	Amended legislation reference.
---	---	---	---	10.4	We may cross reference your personal information across any electricity, natural gas, and water and sewerage services that we provide to you to check the accuracy of your contact details.	New clause which will allow us to provide more efficient utility services to customers.
	10.4	If you do not wish your details to be used for information or promotional purposes, please contact our customer service line on 13 18 86. 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.		10.5	If you do not wish your details to be used for information or promotional purposes, please contact our customer service line on 13 18 86. 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.	Updated clause numbers due to insertion of new 10.4 – no change to terms.

<b>Current heading</b>	<b>Current clause number</b>	<b>Current wording</b>	<b>Proposed heading</b>	<b>Proposed clause number</b>	<b>Proposed wording</b>	<b>Explanation</b>
<i>Use of other personal information</i>	10.5	<p>We may use any personal information we hold about you, including your contact details, to:</p> <ul style="list-style-type: none"> <li>(a) assess your ongoing creditworthiness or the status of any account you have with us; or</li> <li>(b) determine the level of security required under this contract; or</li> <li>(c) collect overdue payments.</li> </ul>	<i>Use of other personal information</i>	10.6	<p>We may use any personal information we hold about you, including your contact details, to:</p> <ul style="list-style-type: none"> <li>(a) assess your ongoing creditworthiness or the status of any account you have with us; or</li> <li>(b) determine the level of security required under this contract; or</li> <li>(c) collect overdue payments.</li> </ul>	
<i>Disclosure of information</i>	10.6	<p>We may disclose information about you (including your contact details and creditworthiness information) or your metering information, in the circumstances permitted by the Consumer Protection Code or as otherwise permitted or required by law.</p>	<i>Disclosure of information</i>	10.7	<p>We may disclose information about you (including your contact details and creditworthiness information) or your metering information, in the circumstances permitted by the Consumer Protection Code or as otherwise permitted or required by law.</p>	

<b>Current heading</b>	<b>Current clause number</b>	<b>Current wording</b>	<b>Proposed heading</b>	<b>Proposed clause number</b>	<b>Proposed wording</b>	<b>Explanation</b>
<p>Disconnection by us</p> <p><i>All customers</i></p>	12.1	<p>We may arrange for your premises to be disconnected:</p> <p>(a) if you do not have a legal right of occupancy of the premises; or</p> <p>(b) if you fail to pay an account by the due date and, for residential premises, we have complied with all the requirements of the Consumer Protection Code; or</p> <p>(c) if you fail to comply with any of your other obligations under this contract; or</p> <p>(d) as permitted or required by applicable gas law; Or</p> <p>(e) the internal gas network at your property does not comply with the Service and Installation Rules.</p>	<p>Disconnection by us</p> <p><i>All customers</i></p>	12.1	<p>We may arrange for your premises to be disconnected:</p> <p>(a) if you do not have a legal right of occupancy of the premises; or</p> <p>(b) if you fail to pay an account by the due date and, for residential premises, we have complied with all the requirements of the Consumer Protection Code; or</p> <p>(c) if you fail to comply with any of your other obligations under this contract; or</p> <p>(d) as permitted or required by applicable gas law; or</p> <p>(e) the internal gas network at your property does not comply with the Service and Installation Rules.</p>	Footnote number removed and typographical error corrected at (d).
---	13.7	This is in addition to any compensation to which you may be entitled under 6.8.	---	13.7	This is in addition to any rebate to which you may be entitled under 6.8.	Amended to use consistent terminology.

Current heading	Current clause number	Current wording	Proposed heading	Proposed clause number	Proposed wording	Explanation
---	15.1	We may make changes to this contract from time to time as permitted by the <i>Utilities Act 2000</i> . Notice of the changes will be published in the Canberra Times and a free copy of the changes will be available on request or from our website.	---	15.1	We may make changes to this contract from time to time as permitted by the <i>Utilities Act 2000</i> . Notice of the changes will be published in the Canberra Times and a free copy of the changes will be available on request or from our website www.actewagl.com.au.	Updated to include website reference.

## Schedule

Current Defined Term	Current wording	Proposed Defined Term	Proposed wording	Explanation
<i>Essential Services Consumer Council</i>	means the council established under Part 11 of the <i>Utilities Act 2000</i> , which is a consumer protection and advisory body for utility services in the ACT.	<i>Energy and Water Consumer Council</i>	means the council which is a consumer protection and advisory body for ACT utility services, or any successor to it.	Amended to reflect name change of ESCC following absorption into the new Civil and Administrative Tribunal.
<i>interest</i>	for a period means the amount calculated in accordance with the Supreme Court interest rate(s) for post-judgment interest applying for that period, as set by the court from time to time under section 70 of the <i>Supreme Court Act 1933</i> . <sup>1</sup>	<i>interest</i>	for a period means the amount calculated in accordance with the Supreme Court interest rate(s) for post-judgment interest applying for that period, as set from time to time by the <i>Court Procedure Rules 2006</i> .	Updated legislation reference.