

Australian Capital Territory

## **Utilities (Variation of Terms – ACTEW Corporation Standard Customer Contract) Approval Notice 2014**

**Notifiable Instrument NI2014-123**

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 – ACTEW Corporation Standard Customer Contract) Approval Notice 2014*.

### **2 Commencement**

This instrument commences on the day after it is notified.

### **3 Approval of variation of standard customer contract for water and sewerage services**

The Independent Competition and Regulatory Commission approves the variation to ACTEW Corporation's standard customer contract for water and sewerage services to take effect on 12 March 2014 (attachment 1).

Malcolm Gray  
Senior Commissioner  
Independent Competition and Regulatory Commission

19 March 2014

## Attachment 1

# Water and Sewerage Services Connection and Supply Standard Customer Contract

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**Water and sewerage  
services connection and  
supply contract**

A This contract sets out the standard terms on which *ACTEW* supplies *water and sewerage services* 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.

B If you wish to:

- (a) discharge anything other than *ordinary domestic waste* in *ordinary domestic volumes* into the *sewerage network*; or
- (b) be supplied with *recycled* (or “*non-potable*”) *water*,

you will need to negotiate a separate contract with us. This contract does not allow any of those activities.

*ACTEW and ActewAGL*

C The ACT water and *sewerage network* is owned by *ACTEW*, a Territory owned corporation, which is the utility licensed to provide *water and sewerage services* in the ACT.

D *ACTEW* contracts *ActewAGL Retail* to manage its water and sewerage customers. Under this arrangement, *ActewAGL Retail* provides some customer management and billing services needed to operate this business. That is, in some instances it will be *ActewAGL Retail* that deals with customers.

*Multiple premises*

E If you have a number of premises in the ACT on different Crown leases, this contract applies separately to each of those premises.

*Words in italics*

F Words shown in italics have the meaning given in Schedule 2.

*Codes*

G There are references to a number of codes throughout this contract. Contact the *ICRC* if you would like a copy of a code or you can search the *ICRC* web site at <http://www.icrc.act.gov.au/>.

## TERMS

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### Enquiries and complaints

- 1.1 (a) **Enquiries** in relation to *water and sewerage* should be directed to 6248 3111 for:
- 1. Faults and emergencies** (24 hour service)
  - 2. Retail and billing enquiries**
  - 3. Technical and general enquiries**
- (b) **Complaints** about *water and sewerage services* can also be directed to 6248 3111 or write to GPO Box 366, Canberra 2601.
- We will resolve any enquiries or complaints as soon as reasonably possible.

### 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.
- 2.2 If we ask you to, you must promptly provide:
- (a) any additional details about you or your premises that are reasonably necessary for us to provide water and sewerage services to you. You may provide those details in writing, over the phone or electronically; and
  - (b) any of the other things referred to in the Consumer Protection Code concerning, for example, evidence of identity.
- 2.3 We can only supply you if you have connections that are in working order between your premises and the *water and sewerage networks*. Your choice of provider for connection work is explained in 3.
- 2.4 Tenants generally obtain *water and sewerage services* through their landlord. However, if you wish to make a separate application, you must:
- (a) demonstrate that you have a legal right of occupancy of the premises;
  - (b) provide any of the details and things referred to in 2.2 that we request;
  - (c) have connections that are in working order between the premises and the *water and sewerage networks*, as described in 2.3; and

- (d) pay any applicable charges.
- Keep us informed of changes*      2.5      You must inform us promptly if there is a change in:
- (a) your contact details;
  - (b) access to the meter; or
  - (c) your water or sewerage pipes or appliances which may affect the quality or safety of our supply.
- Life support equipment*      2.6      If someone residing at the premises depends on life support equipment that is reliant on *water services* (e.g. 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.
- 2.7      You can apply for registration:
- (a) by writing to us and providing a certificate from your doctor; or
  - (b) through your local hospital.
- 2.8      You must notify us promptly if the person using life support equipment ceases to live at the premises, or if they no longer require that equipment.
- Trade waste*      2.9      You must not discharge anything into the *sewerage network* other than *ordinary domestic waste* in *ordinary domestic volumes*, or permit anyone else to do so, without our prior written consent. Failure to comply with this clause may lead to criminal liability for pollution of the environment under the *Environment Protection Act 1997*.
- 2.10      Generally speaking, acceptable wastewater is that produced by normal domestic human activities, such as bathing, showers, washing-up and toilet use. Items such as fat, acids, pesticides, paint, petroleum products, very hot liquids, large solids and other substances that can corrode the sewers, harm our treatment process, affect the environment or present an occupational health and safety hazard to the public or our staff, are not acceptable. Refer to our published sewage acceptance criteria for details.

<i>Recycled water</i>	2.11	In some areas of the ACT, <i>recycled</i> (or “ <i>non-potable</i> ”) <i>water</i> may be available under a separate contract for use on sporting grounds, gardens and for similar purposes. Contact our enquiries line on 6248 3111 for details.
<i>Your equipment</i>	2.12	You are responsible for the operation and maintenance of <i>your equipment</i> and must ensure that <i>equipment</i> complies with our <i>Service and Installation Rules</i> .
	2.13	You must also ensure that any person performing work on <i>your equipment</i> is <i>accredited</i> for that type of work.
	2.14	You own the meter cover, pit, cabinet or other structure, and must maintain it in a manner that ensures protection of the meter, public safety and accessibility for meter reading.
	2.15	The boundary between <i>your equipment</i> and our <i>water and sewerage network</i> is the designated <i>connection point</i> 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>Use of fire services</i>	2.16	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>Bypassing the meter</i>	2.17	You must not remove, tamper with or bypass the water meter, or permit anyone else to do so.



<i>Obligations affecting the premises</i>	2.18	<p>Other obligations affecting your premises are set out in Schedule 1. These include:</p> <ul style="list-style-type: none"> <li>(a) providing access to our infrastructure on your premises;</li> <li>(b) warning us of any hazards;</li> <li>(c) taking reasonable care of our infrastructure;</li> <li>(d) avoiding blockages;</li> <li>(e) checking the location of our infrastructure and seeking our approval before planning building work; and</li> <li>(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>.</li> </ul>
<i>Other customer obligations</i>	2.19	You must deal honestly with us.
	2.20	<p>You must comply with:</p> <ul style="list-style-type: none"> <li>(a) applicable <i>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) our <i>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 choice of provider for connection work</b> <i>Your choice</i>	3.1	<p>Most improved properties have a standard water and sewerage connection installed at the time the suburb is developed. If you want to:</p> <ul style="list-style-type: none"> <li>(a) connect your premises to the <i>water network</i> or the <i>sewerage network</i> where there is no existing connection;</li> <li>(b) vary the size or location of an existing connection;</li> <li>(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</li> <li>(d) add a new connection,</li> </ul> <p>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.</p>

- 3.2 If the *water and sewerage network* does not have an existing off-take valve or mains connector at the desired location for the connection, we will install one for you at your cost. Your contractor is not permitted to tap into the *water and sewerage network*.
- 3.3 If you choose to engage another person under 3.1, you must:
- (a) inform us of the name of the contractor and the work to be carried out; and
  - (b) ensure that the person carrying out the work is *accredited* for that type of work.
- 3.4 If you are a tenant or occupier, you must provide us with written authorisation from the owner before we may undertake connection work at the premises.
- What standard of service can you expect?**
- Customer service standards*
- 4.1 We will meet the customer service standards described in the Consumer Protection Code in our dealings with you.
- Continuous supply, quality and pressure not guaranteed*
- 4.2 We are committed to providing a high quality water supply that meets the requirements of the Water Supply and Sewerage Service Standards Code and the Drinking Water Quality Code of Practice, and to minimising interruptions to your supply of *water services and sewerage services*.
- 4.3 However, our *water and sewerage services* are subject to a variety of factors which include accidents, weather, the acts of third parties, the need to work on, re-configure and optimise the water and sewerage distribution systems. Accordingly, we are unable to guarantee that there will be no:
- (a) variations in water quality, pressure or the rate of flow from time to time; or
  - (b) interruptions to your *water services* or *sewerage services*,
- within the limits set by the codes.
- Correction of interruptions to your supply*
- 4.4 If there is an interruption to your supply of *water services* or *sewerage services*, we will endeavour to correct it as soon as possible.

<i>Planned interruptions</i>	4.5	We may interrupt your <i>water services</i> or <i>sewerage services</i> : (a) in the circumstances permitted by the Consumer Protection Code; or (b) as permitted or required by applicable <i>law</i> .
	4.6	We will give you at least 2 days notice of a planned interruption (or 4 days if your premises are registered for life support equipment under 2.6), unless you give your consent or there is an emergency.
	4.7	If your premises are registered for life support equipment under 2.6, you may request a longer period of notice if that is reasonably necessary.
	4.8	The notice must comply with the requirements of the Consumer Protection Code.
<i>Unplanned interruptions</i>	4.9	In the case of an unplanned interruption to your <i>water services</i> or <i>sewerage services</i> , you may call our faults and emergencies line on 6248 3111 for information on, among other things, the nature of the interruption and the estimated time of restoration of supply of your <i>water services</i> or <i>sewerage services</i> , as applicable.
<i>Drought</i>	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.
<b>What other rights do you have?</b> <i>Ask for identification</i>	5.1	<p>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 <i>ACTEW</i> or <i>ActewAGL</i> identity cards.</p> <p>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.</p>
<i>Are you having difficulties paying an account?</i>	5.2	<p>If you are having difficulties paying your account, you may call us to discuss alternative payment arrangements, including for <i>residential premises</i>:</p> <p>(a) advance payment or instalment payment plan options;</p>

- (b) Territory Government assistance programs; and
- (c) independent financial counselling services.

You can also contact the *ACT Civil and Administrative Tribunal* on 6207 7740 to seek assistance.

*Outstanding water and sewerage charges*

- 5.3 The owner of the premises is liable for any undischarged water and sewerage charges of a previous owner, under the *Utilities Act 2000*. Accordingly, if you sell or transfer the premises, a special meter reading and conveyancing certificate should be requested so that the water and sewerage account can be appropriately apportioned.
- 5.4 A conveyancing certificate lists the current balance of the water and sewerage account. A special water meter reading certificate shows the consumption to date since the most recent meter reading.
- 5.5 An upfront fee is payable for these certificates as shown in our *Schedule of Charges*.

*You may request other information*

- 5.6 You may request us to provide you with information regarding:
  - (a) the *water services* and *sewerage 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. If you request us to provide you with personal information we hold on you, we will attend to your request in accordance with our privacy policy.
- 5.7 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>	5.8	<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>	5.9	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>	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 6248 3111 and ask to be put through to our complaints officer.
<i>Water testing</i>	5.11	You may request us (or another person <i>accredited</i> by <i>NATA</i> ) to test the quality of the water supplied to your premises for compliance with the standards in the Drinking Water Quality Code of Practice.
	5.12	We will refund the cost of the test if it shows the water does not comply with those standards.
<i>Sewage overflow</i>	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, as required. We do not have expertise to clean inside buildings and engagement by you of specialist cleaners is advised.

<i>Plumbing fault in our network</i>	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 6248 3111 for details.
<i>Undetected leak</i>	5.15	If you experience a significant increase in water consumption and a higher than normal water account, you may have an undetected leak on your premises. If you investigate an undetected leak on your premises and discover that the undetected leak is caused by damage to your equipment, you are responsible for paying the water charges incurred due to the undetected leak. Call our enquiries line on 6248 3111 for details.
<i>Work done by us on your premises</i>	5.16	<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>	5.17	You do not need to disconnect the premises if you are selling the property, as the water and sewerage account will be apportioned as part of the conveyancing process. A special meter reading and conveyancing certificate should be requested so that the water and sewerage account can be appropriately apportioned
	5.18	However, if for other reasons you wish to disconnect the water supply or <i>sewerage services</i> permanently, you may apply to us in writing or in person and the procedures in the <i>Service and Installation Rules</i> will then apply.

## Charges

### *Schedule of Charges*

6.1 Our charges for *water and sewerage services* are shown in our *Schedule of Charges*. Our *Schedule of Charges* forms part of the terms of this contract and must be read in conjunction with this contract. A copy of our *Schedule of Charges* is available from us, free of charge, on request or from the *ACTEW* website at [www.actew.com.au](http://www.actew.com.au). If you are a charity, school, church or benevolent institution please contact us to ensure we are aware of your status as some charges are lower (see *Schedule of Charges* for details).

### *Extension and equipment costs*

6.2 We may charge you for the costs of any work undertaken to:

- (a) in the case of new connections - extend the *water network* or the *sewerage network*, or increase the capacity of the network, to connect your premises; or
- (b) in the case of existing connections - vary the capacity of the *water network* or the *sewerage network*, or the connection to your premises, due to a change in your demand for water supply or *sewerage services*, or a request by you; or
- (c) remove infrastructure at your request.

6.3 The amount of the payment will be determined by us, subject to any limits imposed by applicable *law*.

### *Other charges*

6.4 You must pay us any other amounts we are permitted to charge by *law*.

### *Rebates and concessions*

6.5 You may be eligible for a rebate or concession on our standard charges for *residential premises*, for example if you have a pensioner concession card, a veteran's affairs gold card or your premises are registered as having life support equipment under 2.6. Call our enquiries line on 6248 3111 for details.

### *Payment of accounts*

6.6 We will issue accounts to you for any amount payable under this contract at least every 120 days, unless you agree otherwise.

6.7 Each account will contain the information required by the Consumer Protection Code.

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 date on which you receive the account unless you agree to a shorter period.

6.9 Payment may be made:

- (a) by mail;
- (b) in person at any of our designated offices or agencies;
- (c) by cash or cheque, direct debit or any other method provided by us consistent with the Consumer Protection Code.

6.10 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 *interest* from the original due date.

*Errors in accounts*

6.11 If we discover we have overcharged you, we will promptly credit the overpayment to your account.

6.12 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 back charge cannot go back more than 12 months in accordance with the Consumer Protection Code.

*Disputed accounts*

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 *interest* 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 *interest* from 14 days after the original due date.

6.14 We will seek to resolve any disputes about accounts in accordance with the Consumer Protection Code.



<i>GST</i>	6.15	Supplies of <i>water and sewerage services</i> are not subject to GST, but some other services which may be provided to you by us will attract GST. The <i>Schedule of Charges</i> indicates which services attract GST and which do not.
<b>Can you be required to provide a security deposit?</b>	7.1	You must provide us with a security deposit, if required by us.
	7.2	We may only require a security deposit as permitted by the Consumer Protection Code.
	7.3	We may draw on a security deposit provided by you if you fail to pay an amount due under this contract.
	7.4	You are entitled to have your security deposit (plus any <i>interest</i> ) refunded if you pay your accounts by the due date for a continuous period of 12 months.
<b>Measuring your water consumption</b> <i>Meter reading and inspections</i>	8.1	We will arrange for our water meters on your premises to be read each account period, unless we estimate your consumption for a period as permitted by 8.8 to 8.10.
<i>Check readings</i>	8.2	In addition, we will check 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> .
	8.3	We will provide up-to-date information on request to allow you to carry out basic meter readings yourself instead of requesting further check readings or meter testing.
<i>Installation of meters</i>	8.4	We will provide a standard meter for your premises if at any stage they are not metered, and will provide a non-standard meter if you request. In some cases we may require you to have a non-standard meter.
	8.5	You must arrange for the meter to be installed by a person who is <i>accredited</i> for that type of work.

	8.6	One standard meter and, for <i>residential premises</i> , an initial meter protection cover or structure, will be provided free of charge. If a non-standard meter is provided, we will only charge you the difference between the cost of a standard meter and the cost of the meter provided.
<i>Ownership of meters</i>	8.7	The primary water meter on your premises remains our property. Secondary or “deduct” meters are your property unless we agree otherwise in writing.
<i>Estimating your water consumption</i>	8.8	We may estimate the quantity of water supplied to your premises in the circumstances described in the Water Metering Code.
	8.9	Where possible, estimates will be calculated with reference to an adjacent account period or periods.
	8.10	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>	8.11	You may request us (or an <i>accredited</i> service provider) to test the primary water meter on the premises. The procedure in the Water Metering Code will then apply.
	8.12	We will refund the cost of the test if it shows the meter is defective as defined in the Water Metering Code and has been over-recording your water consumption.
<i>We may initiate test</i>	8.13	We may test any of the meters on your premises at our cost.
<i>Faulty meters or incorrect readings</i>	8.14	We will adjust your account as necessary if: <ul style="list-style-type: none"> <li>(a) the metering <i>equipment</i> 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>	8.15	We will use reasonable endeavours to have the primary meter at your premises maintained in working order.

<i>Protecting your metering information</i>	8.16	We will use reasonable endeavours to prevent unauthorised access to metering information obtained from your premises.
<b>Use of your personal information</b> <i>Your right to privacy</i>	9.1	<p>We respect your privacy and are committed to complying with the <i>Privacy Act 1988</i> and any other applicable <i>law</i> regarding privacy.</p> <p>For any enquiries concerning privacy or the personal information we hold about you, please refer to our privacy policy or contact our privacy officer on 6248 3111.</p>
<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 body , or from any business that reports on creditworthiness or any credit provider.
<i>Use of contact details</i>	9.3	<p>We may use your contact details:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(b) to send you our newsletter and promotional offers from us or a third party; or</li> <li>(c) for other public interest purposes, such as safety, fundraising by charities and informational programs,</li> </ul> <p>but we will not disclose your details to any third party in so doing, except where permitted and otherwise in accordance with our privacy policy.</p>
	9.4	If you do not wish your details to be used for direct marketing purposes, please contact our privacy officer or customer service line on 6248 3111.
	9.5	<i>ActewAGL Retail</i> may cross reference your personal information across any electricity, natural gas, and <i>water and sewerage services</i> that are provided to you by <i>ACTEW</i> or <i>ActewAGL Retail</i> to check the accuracy of your contact details.

<i>Use of other personal information</i>	9.6	<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> <p>and otherwise in accordance with our privacy policy.</p>
<i>Disclosure of information</i>	9.7	<p>We may disclose information about you in accordance with our privacy policy (where applicable), the circumstances permitted by the Consumer Protection Code or as otherwise permitted or required by <i>law</i>.</p>
<b>Our access to your premises</b>	10.1	<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</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 <i>law</i>.</li> </ul>
	10.2	<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 <i>law</i>; 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>
<b>Disconnection by us</b>	11.1	<p>We must disconnect your premises from the <i>water network</i>:</p> <ul style="list-style-type: none"> <li>(a) at your request; or</li> <li>(b) if required by applicable <i>law</i>; or</li> <li>(c) in the event of an emergency.</li> </ul>

We may restrict the supply of water to your premises:

- (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 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 *law*,

unless your premises are registered as having life support equipment under 2.6.

- 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 *Schedule of Charges*.
- 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 or restoration of full supply, as shown in our *Schedule of Charges*.

## Our liability

### *Australian Consumer Law Guarantees*

12.1

The *Australian Consumer Law* requires us to automatically provide certain guarantees in relation to goods and services which cannot be excluded by contract. If any goods or services supplied under this contract are supplied to you as a 'consumer' within the meaning of that term in the *Australian Consumer Law* or relevant jurisdictional legislation, you will have the benefit of certain non-excludable rights and remedies in respect of the products or services (*Consumer Guarantees*), including guarantees that services are provided with due care and skill, and that goods are of acceptable quality.

- (a) Nothing in this contract excludes, restricts or modifies the operation of the *Consumer Guarantees* where to do so would contravene the *Australian Consumer Law* or cause any part of this clause to be void.
- (b) However, if the goods and/or services are goods or services not ordinarily acquired for personal, domestic or household use or consumption, and the price of the goods or services is \$AUD40,000 or less, *ACTEW* limits its liability for breach of any *Consumer Guarantee* to (at *ACTEW's* option):
  - (i) in the case of goods, repairing or replacing the goods or paying the cost of having the goods repaired or replaced; and
  - (ii) in the case of services, supplying the services again, or the cost of having the services supplied again.
- (c) Except for the *Consumer Guarantees* and any requirements under the *Utilities Act* and the Consumer Protection Code the warranties and conditions set out in this contract, *ACTEW* excludes all warranties, terms and conditions implied by statute, at law, in fact or otherwise.
- (d) However where a failure to comply with a *Consumer Guarantee* can be remedied, and is not a *major failure*, we may comply with a requirement to remedy that failure as set out in paragraph (b).

<i>Our liability</i>	12.2	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. For example, if your carpets are flooded and we are at fault, we will pay for the cost of cleaning or replacement, as necessary.
	12.3	This is in addition to any rebate to which you may be entitled under 5.10.
<i>Limitations on our liability</i>		
Faults in your equipment:	12.4	We are not liable to the extent <i>your equipment</i> caused or contributed to the problem.
Interruption to services:	12.5	We are not liable for an interruption to your water supply or <i>sewerage services</i> 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:	12.6	We are not liable for any loss, liability or expense which you may suffer or incur other than as provided in 12.2 and 12.3.
	12.7	Without limiting 12.6, 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 12.2.
	12.8	Other limitations on our liability may apply under applicable <i>law</i> including the Consumer Protection Code and the Water and Sewerage Service Standards Code.
<i>General</i>	12.9	The limitations in 12.6 and 12.7 are subject to the earlier provisions of this clause regarding Implied Terms.
	12.10	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.

<b>Dispute resolution</b>	13.1	The parties will seek to settle any dispute arising under this contract in accordance with the Consumer Protection Code and Water Metering Code or, if applicable, you may refer the matter to the <i>ACAT</i> .
	13.2	This does not prevent a party exercising its rights under this contract or applying to a court for urgent relief.
<b>Miscellaneous</b>	14.1	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 the <i>ACTEW</i> website at <a href="http://www.actew.com.au">www.actew.com.au</a> .
<i>Changes to this contract</i>		
<i>Inconsistency</i>	14.2	The parties must comply with the obligations imposed on them by <i>law</i> , except where those obligations are inconsistent with this contract. In that case this contract will prevail to the extent permitted by <i>law</i> .
<i>No representations or warranties</i>	14.3	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.
<i>Entire agreement</i>	14.4	This contract constitutes the entire agreement between us about its subject matter.
<i>Assignment</i>	14.5	You may not assign your rights or obligations under this contract without our consent.
<i>Notices</i>	14.6	Notices sent to you from us will be considered to be received within the time provided by the Consumer Protection Code.
<i>Joint customers</i>	14.7	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.
<i>Termination</i>	14.8	This contract will terminate if our <i>supplier's licence</i> is suspended, or ceases to apply, and we are not otherwise authorised to provide <i>water and sewerage services</i> under applicable <i>law</i> .
<i>Governing law</i>	14.9	This contract is governed by the <i>laws</i> of the Australian Capital Territory.



## Schedule 1

## Obligations affecting your premises

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### Our access to your premises

#### *Access to our equipment*

- 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 infrastructure on your land. Except in an emergency, we must give you at least 7 days written notice of access to your land to repair or replace our *equipment*. Notice is not required in an emergency or for entry to land to read meters.
- 1.2 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.
- 1.3 If you wish to lock off access to the meter or our other *equipment* on your land, contact our enquiries line on 6248 3111 for details of our requirements.

#### *Our staff on your premises*

- 1.4 You must notify us of:
- (a) the existence of any hazard located at your premises (such as a large dog or dangerous machinery); and
  - (b) the precautions which should be taken to avoid that hazard.
- 1.5 For industrial premises, you must provide our employees, contractors and agents with safe working conditions consistent with relevant occupational health and safety requirements.

### Our infrastructure

#### *Our equipment on your premises*

- 1.6 You must:
- (a) use reasonable endeavours to protect our *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.
- 1.7 You must pay the reasonable costs of repair or replacement of our *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.

- Protection of our network*
- 1.8 You must not, without reasonable excuse, place or keep above or adjacent to an underground part of the *water and sewerage network*, any corrosive, abrasive, heavy or harmful material or substance that is likely to damage the *water and sewerage networks* or endanger its safe or efficient operation.
- 1.9 You must not damage the *water and sewerage networks* by excavating or conducting other work on the network, or enter a network facility without reasonable excuse.

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

## **Building work you carry out**

- Building work*
- 1.11 Before carrying out or authorising any building work on your premises, you should:
- (a) establish whether there is any of our *equipment* on (or near) your premises and ensure your design and planned structure does not interfere with that *equipment* or our access to it;
  - (b) call “dial before you dig” on 1100 for a diagram of our *equipment* on or near your premises (if any);
  - (c) confirm the precise location of that *equipment* and get advice via (02) 6248 3111 if in doubt as to how to proceed; and
  - (d) consult with us if there is a disparity between network diagrams and what you find on (or near) your land.
- 1.12 These checks are recommended because our records are indicative only and do not show dimensions. You should also note that pipes do not necessarily run in straight lines between surface features.

## *Easements*

- 1.13 You must not build over our infrastructure, or over any *easements*, 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 *Service and Installation Rules* as to how close you can build to our infrastructure or *easements* on or near your premises.
- 1.14 You can obtain details of *easements* 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 *Utilities Act 2000*. You can request further information regarding the location of *equipment* on your premises by contacting us on (02) 6248 3111.

## Schedule 2

## Words and phrases used in this contract

TERM	MEANING
<i>ACAT</i>	means the ACT Civil and Administrative Tribunal which is a consumer protection and advisory body for ACT utility services, or any successor to it.
<i>accredited</i>	accredited by <i>ACTEW</i> or another accrediting agency under the Contestable Work Accreditation Code, or licensed under the <i>Plumbers, Drainers and Gasfitters Board Act 1982</i> .
<i>ACTEW (we, us, our)</i>	ACTEW Corporation Limited ABN 86 069 381 960.
<i>ACTEW Water</i>	A business name owned by ACTEW Corporation Limited.
<i>ActewAGL Retail</i>	ActewAGL Retail (ABN 46 221 314 841) a partnership of AGL ACT Retail Investments (Pty Ltd) ABN 53 093 631 586 and ACTEW Retail Ltd, ABN 23 074 371 207.
<i>Australian Consumer Law</i>	means the Australian Consumer Law in Schedule 2 to the <i>Competition and Consumer Act 2010</i>
<i>business day</i>	a day, other than a Saturday, Sunday or an ACT public holiday.
<i>connection point</i>	the boundary between the <i>water network</i> or <i>sewerage network</i> and <i>your equipment</i> , as defined in the Water & Sewerage Network Boundary Code, or as otherwise agreed with you in writing.
<i>Consumer Guarantee</i>	<i>has the meaning given to that term in clause 12.1.</i>
<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 <i>equipment</i> .
<i>equipment</i>	includes water and sewerage pipes and other water and sewerage infrastructure and equipment.
<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> ) having jurisdiction and authority over a party.
<i>ICRC</i>	the Independent Competition and Regulatory Commission, which is the ACT regulator for competition and pricing.
<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>law</i>	the <i>Utilities Act 2000</i> , any applicable market, industry or technical code, our <i>Service and Installation Rules</i> , our <i>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>NATA</i>	the National Association of Testing Authorities.
<i>non-potable water</i>	means water that has not been examined or properly treated and is not fit for human consumption or contact
<i>ordinary domestic waste and ordinary domestic volumes</i>	have the meanings given in the sewage acceptance criteria published by us from time to time.
<i>our</i>	<i>ACTEW</i>
<i>recycled water</i>	means non-potable water which is not fit for human consumption or contact.
<i>residential premises</i>	has the meaning given in the Consumer Protection Code.
<i>Schedule of Charges</i>	the schedule of fees and charges for the <i>water and sewerage services</i> , published by us and in force from time to time.
<i>Service and Installation Rules</i>	the rules published by us from time to time for water and sewerage service and installation.
<i>sewerage network</i>	the ACT sewerage network as defined in section 14 of the <i>Utilities Act 2000</i> .
<i>sewerage services</i>	means the utility services listed in section 13 of the <i>Utilities Act 2000</i> , other than services for discharge of trade waste (ie anything other than <i>ordinary domestic waste in ordinary domestic volumes</i> ).
<i>supplier's licence</i>	our licence or licences to provide <i>water services</i> and to provide <i>sewerage services</i> , through the <i>water and sewerage network</i> , issued under the <i>Utilities Act 2000</i> .
<i>us</i>	<i>ACTEW</i>
<i>water and sewerage networks</i>	the <i>water network</i> and the <i>sewerage network</i> .
<i>water and sewerage services</i>	<i>water services</i> and <i>sewerage services</i> .

<i>water network</i>	the ACT water network as defined in section 12 of the <i>Utilities Act 2000</i> .
<i>water services</i>	means the utility services listed in section 11 of the <i>Utilities Act 2000</i> ; other than the supply of recycled (or “non-potable”) water.
<i>we</i>	<i>ACTEW</i>
<i>your equipment</i>	the water and sewerage pipes and associated <i>equipment</i> at the premises on your side of the <i>connection point</i> .

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 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;

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

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