

WATER RETAIL CODE – MINOR AND INTERMEDIATE RETAILERS

WRC-MIR/02

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1 PRELIMINARY

1.1 *Title, authority and commencement*

- 1.1.1 This industry code:
- (a) is the *Water Retail Code – Minor and Intermediate Retailers*;
 - (b) is made by the **Commission** pursuant to the provisions of Part 4 of the Essential Services Commission Act 2002;
 - (c) commences on 1 July 2013; and
 - (d) may only be amended in accordance with the provisions of Part 4 of the Essential Services Commission Act 2002.
- 1.1.2 Notwithstanding any other provision of this code, for the period 1 July 2013 to 31 August 2013, the requirement to meet each regulatory obligation arising under this code will be a **best endeavours** requirement. For the avoidance of doubt, this means that where a regulatory obligation is mandatory, for the period 1 July 2013 to 30 September 2013 a **retailer** will satisfy that regulatory obligation where it can demonstrate that it has used its **best endeavours** to do so.

1.2 *Scope*

- 1.2.1 This industry code regulates some of the standard terms and conditions for the provision of **retail services** to **customers** by a **retailer** under the Water Industry Act 2012 and includes provisions relating to standard terms and conditions on which a **customer** is **connected** to the relevant **network**.
- 1.2.2 For the purposes of this industry code, **retail services** comprise **water services** and **sewerage services**.

1.3 *Application*

- 1.3.1 This industry code applies:
- (a) to **minor retailers**;
 - (b) to **intermediate retailers**;
 - (c) to entities holding an exemption from the requirement to hold a retail licence where the **Commission** has:
 - (i) determined that the entity will be treated as a water industry entity under section 108(3) of the Water Industry Act 2012; and
 - (ii) advised the entity that it is required to comply with this industry code (in whole or in part).
- 1.3.2 Notwithstanding clause 1.3.1, unless otherwise specified by the **Commission** this industry code will not apply to the sale and supply of a **retail service** to a **customer** in circumstances where:
- (a) the **residential customer**:
 - (i) takes supply of the **retail service** subject to agreed and documented non-standard terms and conditions; and

- (ii) agrees in writing that this industry code will not apply in respect of the supply of **retail services** to it to the extent that the Code does not apply to that agreement; or
 - (b) the **non-residential customer**:
 - (i) takes supply of the **retail service** subject to agreed and documented terms and conditions; and
 - (ii) agrees in writing that this industry code will not apply in respect of the supply of **retail services** to it; or
 - (c) the **non-residential customer** commenced taking supply of the **retail service** prior to the commencement of this industry code subject to agreed and documented terms and conditions and continues to take supply subject to those terms and conditions.
- 1.3.3 The period for which this industry code will not apply to the sale and supply of **retail services** to a **customer** under clause 1.3.2 is limited to the period for which each of the requirements of that clause continue to be met.

1.4 *Obtaining a copy of this industry code or the standard contract*

- 1.4.1 A **retailer** must, when asked by a **customer**, free of charge for the first request:
- (a) send to that **customer** within 10 **business days** a copy of this industry code (and any amendments from time to time which materially affect a **customer's** rights, entitlements or obligations); and
 - (b) a copy of the **customer sale contract** applicable to that **customer** and any amendments from time to time.
- 1.4.2 A **retailer** may impose a reasonable charge for subsequent requests.

1.5 *Other Acts, industry codes and guidelines*

- 1.5.1 Not all aspects of a **retailer's** obligations are regulated by this industry code; a **retailer's** obligations and some aspects of the relationship between a **customer** and a **retailer** are also affected by:
- (a) Acts of Parliament and regulations made under those Acts of Parliament;
 - (b) the water licence held by the **retailer**;
 - (c) industry codes made by the **Commission** from time to time; and
 - (d) any guidelines or rules made by the **Commission** from time to time.

1.6 *Interpretation*

- 1.6.1 In this industry code, unless the context otherwise requires:
- (a) headings and footnotes are for convenience or information only and do not affect the interpretation of this industry code or of any term or condition set out in this industry code;
 - (b) words importing the singular include the plural and vice versa;
 - (c) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency and vice versa;

- (d) a reference to a clause or appendix is to a clause or appendix of this industry code;
- (e) a reference to any statute includes all statutes varying, consolidating, re-enacting, extending or replacing them and a reference to a statute includes all regulations, proclamations, ordinances, by-laws and determinations issued under that statute;
- (f) a reference to a document or a provision of a document includes an amendment or supplement to, or replacement of or novation of, that document or that provision of that document;
- (g) a reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns; and
- (h) other parts of speech and grammatical forms of a word or phrase defined in this industry code have a corresponding meaning.

1.7 Definitions

1.7.1 In this industry code words appearing in bold like **this** have the following meanings:

ADI	means an authorised deposit taking institution within the meaning of the Banking Act 1959 (Cth) as defined in section 4 of the Acts Interpretation Act 1915 (SA)
applicable regulatory instruments	means any Act or regulatory instrument made under an Act, or any industry code, guideline or other regulatory instrument issued by the Commission , which applies to a retailer
applicable service standards	means any service standard established under a retail licence, an industry code, a guideline, customer sale contract or as advised by the Commission in writing from time to time
best endeavours	means to act in good faith and use all reasonable efforts, skill and resources
billing cycle	means the regular recurrent period for which a customer receives a bill from a retailer
business day	means a day that is not a Saturday, a Sunday or a public holiday in the State of South Australia
Commission	means the Essential Services Commission established under the Essential Services Commission Act 2002
connected	means that there is a physical link between the connection at a supply address and the network through which a retail service is provided
connection	means the agreed point of supply at which a customer receives a retail service from a network
customer sale contract	means the agreed terms and conditions on which a retailer sells and supplies a retail service to a customer and, where the context requires, includes a standard contract

customer	<p>customer has the meaning given to that term in the Act, namely a person who owns land in relation to which a retail service is provided and includes:</p> <ul style="list-style-type: none"> a) where the context requires, a person seeking the provision of a retail service; and b) in prescribed circumstances, a person supplied with retail services as a consumer or user of those services (without limiting the application of this definition to owners of land); and c) a person of a class declared by the regulations to be customers.
date of receipt	<p>means, in relation to the receipt by a customer of a notice (including a restriction or disconnection warning) given by a retailer:</p> <ul style="list-style-type: none"> a) in the case where the retailer hands the notice to the customer, the date the retailer does so; b) in the case where the retailer sends a notice by facsimile or by electronic mail before 5pm on a business day, on that business day, otherwise on the next business day; c) in the case where the retailer leaves the notice at the customer's supply address, the date the retailer does so; d) in the case where the retailer gives the notice by post or, registered mail, a date 2 business days after the date the retailer sent the notice
force majeure event	means an event outside the control of a retailer or a customer , the occurrence of which could not be reasonably foreseen or, if it could be reasonably foreseen, could not reasonably have been guarded against
industry ombudsman	means the scheme approved by the Commission in accordance with the provisions of the Water Industry Act 2012
intermediate retailer	means a retailer which provides retail services to more than 500 and up to and including 50,000 connections
interruption	includes a planned or unplanned outage that interrupts or restrictions the supply of retail services
minor retailer	means a retailer which provides retail services to up to and including 500 connections
network	means any infrastructure (as defined in the Water Industry Act 2012) through which a reticulated retail service is supplied
non-residential customer	means a customer other than a residential customer
price determination	means a price determination made by the Commission under the Water Industry Act 2012 and the Essential Services Commission Act 2002
residential customer	means a customer which acquires retail services primarily for domestic purposes

restriction warning	means a notice issued by a retailer to warn a customer that the customer's supply address will or may have the supply of water services restricted
retail service	has the meaning given to that term in the Water Industry Act 2012 and includes a water service and a sewerage service
retailer	means the holder of a licence issued by the Commission under the Water Industry Act 2012 and, where the context requires, includes a person within the meaning of clause 1.3.1(c)
sewerage service	has the meaning given to that term in the Water Industry Act 2012
standard contract	means the approved terms and conditions for the sale and supply of a retail service as published under the Water Industry Act 2012
supply	means the physical provision of a retail service
supply address	means: <ul style="list-style-type: none"> a) the address for which a customer purchases a retail service from a retailer where there is only one connection at that address; or b) where there is more than one connection at the address, each connection through which the customer purchases a retail service from the same retailer
water services	has the meaning given to that term in the Water Industry Act 2012

2 CUSTOMER SALE CONTRACTS

2.1 *Standard terms and conditions*

- 2.1.1 A **retailer** must adopt a **standard contract** published by the **Commission**, as attached to this industry code as Schedule 1, in respect of its **residential customers**.
- 2.1.2 A **retailer** may adopt a **standard contract** published by the **Commission** as attached to this industry code as Schedule 1, in respect of its **non-residential customers**.
- 2.1.3 A **retailer** must obtain the written approval of the **Commission** before it makes an amendment to a **standard contract** and must publish the amended terms and conditions in accordance with the requirements of section 36 of the Water Industry Act 2012.
- 2.1.4 Unless otherwise agreed by the parties, clause 2.1.1 will not apply to a retailer in circumstances where that retailer:
 - (a) charges a **residential customer** for **retail services** as a component of a rate notice issued under the Local Government Act 1999 for as long as this statutory charging arrangement continues; or
 - (b) already supplies a **retail service** to a **residential customer** under an existing agreement for as long as that agreement is in force

- 2.1.5 The **Commission** may, by notice in writing to a **retailer**, require the **retailer** to amend its **standard contract** in accordance with the requirements of section 36 of the Water Industry Act 2012.
- 2.1.6 A **retailer** must, on request by a **customer** or a potential **customer**, provide that **customer** with a copy of the **standard contract**, free of charge.
- 2.1.7 If a **customer** has already received a copy of the **standard contract** and requests another copy within a 12-month period, a **retailer** may impose a reasonable charge for providing that copy.

2.2 Terminations

- 2.2.1 A **retailer** must confer on each of its **customers** the right to effect termination of their **customer sale contract** by providing at least 3 **business days'** notice.
- 2.2.2 A **retailer** must inform a **customer** of any fees or charges that a **customer** will remain liable for under the Local Government Act 1999 or Roxby Downs (Indenture Ratification) Act 1982 including but not limited to where the **customer** requests a disconnection under clause 7.4 or termination under clause 2.2.1.

2.3 Force majeure event

- 2.3.1 If, but for this clause, a **retailer** or a **customer** would breach their **customer sale contract** due to the occurrence of a **force majeure event**:
- (a) the obligations of the **retailer** or the **customer**, other than an obligation to pay money, under their **customer sale contract** are suspended to the extent to which they are affected by the **force majeure event** for so long as the **force majeure event** continues; and
 - (b) the **retailer** or the **customer** must use its **best endeavours** to give the other prompt notice of that fact including full particulars of the **force majeure event**, an estimate of its likely duration, the obligations affected by it and the extent of its effects on those obligations and the steps taken to remove, overcome or minimise those effects.
- 2.3.2 If the effects of a **force majeure event** are widespread the **retailer** will be deemed to have given a **customer** prompt notice if it makes the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the **force majeure event** or otherwise as soon as practicable.
- 2.3.3 A **retailer** may agree with a **customer** that the **retailer** is not to have the benefit of clause 2.3.1 in respect of any **force majeure event**.
- 2.3.4 A **retailer** or a **customer** claiming a **force majeure event** must use its **best endeavours** to remove, overcome or minimise the effects of that **force majeure event** as quickly as practicable.
- 2.3.5 Nothing in clause 2.3.1 requires a **retailer** or a **customer** to settle an industrial dispute which constitutes a **force majeure event** in any manner other than the manner preferred by that **retailer** or a **customer**.

3 CUSTOMER INFORMATION OBLIGATIONS

3.1 Customer Charter

- 3.1.1 In respect of **residential customers**, a retailer must, on and from a date notified by the **Commission**:

- (a) adopt a Customer Charter published by the **Commission**, as attached to this industry code as Schedule 2; and
- (b) submit any proposed modifications to a Customer Charter adopted under clause 3.1.1(a) to the **Commission** for written approval prior to publication of that Customer Charter in accordance with clause 3.1.2.

3.1.2 A **retailer** must:

- (a) advise a **residential customer** of the availability of its Customer Charter as soon as practicable, and in any event, no later than the issue of the first bill;
- (b) place a copy of its Customer Charter on its website, in a readily accessible location;
- (c) prominently display its Customer Charter in those parts of the retailer's offices to which **residential customers** regularly have access; and
- (d) send a copy of its Customer Charter, or a summary document approved by the **Commission**, to a **residential customer** or a tenant brought within the definition of **customer** by regulations on request and free of charge as soon as practical following a request to do so.

3.1.3 The **Commission** may review the Customer Charter from time to time.

3.2 *Enquiries, complaints and dispute resolution*

3.2.1 Within 3 months of being granted a licence, a **retailer** must prepare and submit to the **Commission** for approval, procedures it will comply with for the management and resolution of **customer** enquiries and disputes, which must be prepared in accordance with AS ISO 10002-2006 (as amended from time to time).

3.2.2 A **retailer's** procedures may be reviewed by the **Commission** from time to time.

3.3 *Customer communications*

3.3.1 If a **retailer** is required under this industry code to provide or issue any document, bill or notice to a **customer** and that **customer** has provided to the **retailer** an electronic mail address and consent for the **retailer** to access that electronic mail address, the **retailer**:

- (a) may send or issue that document, bill or notice to that electronic mail address for that purpose unless otherwise required under this industry code;
- (b) must be capable of receiving notices by electronic mail from that customer; and
- (c) must cease using that electronic mail address or the electronic mail format at the **customer's** request.

3.3.2 Unless otherwise specifically required under this industry code, a reference to writing includes electronic mail.

3.3.3 A **retailer** must revert to alternative means of communication where the electronic mail address provided by the **customer** indicates that the message has failed to deliver to the **customer**.

3.3.4 A **retailer** must provide access to multi-lingual services for languages common to the relevant **residential customer** base to meet the reasonable needs of its **residential customers**.

3.4 Price disclosure

- 3.4.1 A **retailer** must publish on its website and provide a copy to a **customer** upon request within 10 **business days** of that request (provided that the **retailer** need only satisfy one request per **customer** in any twelve month period):
- (a) a list of all prices charged by the retailer for the sale and supply of retail services;
 - (b) a list of all fees and charges by the retailer associated with the sale and supply of retail services;
 - (c) the amount of all fees and charges under clause 3.4.1(b) or the methods or policies applicable for the calculation of those fees and charges; and
 - (d) any fees or charges that a customer is liable for under the Local Government Act 1999 or Roxby Downs (Indenture Ratification) Act 1982 for the availability of access to a **retail service**.

3.5 Customer Hardship Policy

- 3.5.1 A **retailer** must, within 3 months of being granted a licence or 3 months from the commencement of this Code (whichever is the later):
- (a) adopt the residential customer hardship policy published by the Minister, in accordance with the Water Industry Act 2012; or
 - (b) submit its modified residential customer hardship policy to the Commission, for approval.
- 3.5.2 A **retailer** must:
- (a) publish its hardship policy on its website, in a readily accessible location;
 - (b) prominently display its hardship policy in those parts of the retailer's offices to which customers regularly have access;
 - (c) advise a **residential customer** of its hardship policy where:
 - (i) the **residential customer** informs the retailer in writing, by telephone or in person that the **residential customer** is experiencing payment difficulties;
 - (ii) a recognised welfare agency or accredited financial counsellor informs a **retailer** that the **residential customer** is experiencing payment difficulties due to hardship; or
 - (iii) the **retailer's** credit management processes indicate or ought to indicate to the **retailer** that non-payment of a bill or bills for **retail services** is due to the **residential customer** experiencing payment difficulties due to hardship; or
 - (iv) the **retailer** is proposing to install a flow restriction device in accordance with clause 6.3; and
 - (d) send a copy of its hardship policy, or a summary document approved by the **Commission**, to a **residential customer** on request and free of charge as soon as practical following a request to do so.
- 3.5.3 A **retailer's** hardship policy may be reviewed by the **Commission** from time to time.

3.6 Life support equipment

- 3.6.1 Where **retailer** sells and supplies **water services** to a **residential customer** and that **customer** provides a **retailer** with confirmation from a registered medical practitioner or a hospital that a person residing at the **residential customer's supply address** requires life support equipment, the **retailer** must:
- (a) register the supply address as a life support equipment address;
 - (b) not arrange for the disconnection or restriction of the supply of water services to that supply address while the person continues to reside at that address and requires the use of life support equipment; and
 - (c) provide the **residential customer**:
 - (i) at least 4 **business days'** written notice of any planned interruptions to **supply** at the **supply address** (the 4 **business days** to be counted from the **date of receipt** of the notice);
 - (ii) advice there is likely to be a planned interruption to the **supply** at the **supply address**; and
 - (iii) an emergency telephone contact number.
- 3.6.2 A **retailer** must rely on advice received by a medical practitioner or hospital that life support equipment is required at the **supply address**.
- 3.6.3 A **retailer** may require that a **residential customer** whose **supply address** has been registered under this clause inform the **retailer** if the person for whom the life support equipment is required vacates the **supply address** or no longer requires the life support equipment.
- 3.6.4 A **retailer** may rely on advice received by a medical practitioner or hospital that life support equipment is no longer required at the **supply address** notwithstanding that a customer has failed to provide the information under this clause.
- 3.6.5 For the purposes of this clause, life support equipment means:
- (a) a dialysis machine; or
 - (b) other equipment as notified by the **Commission** from time to time.

4 RETAILER SUPPLY OBLIGATIONS

4.1 Customer connection policy

- 4.1.1 A **retailer** must, if requested by the **Commission**, develop a Connection Policy specifying the **retailer's** policy in respect of extending the water infrastructure or sewerage infrastructure at the request of a potential **customer**.
- 4.1.2 Where required under clause 4.1.1, a **retailer** must submit the Connection Policy, and any amendment to the Connection Policy, to the **Commission** for approval.
- 4.1.3 A **retailer** must make the Connection Policy available on its website and provide a copy to a **customer** upon request.

4.2 *Quality, safety and reliability of supply*

- 4.2.1 Where a **retailer** offers a **retail service** of a specified standard or quality the **retailer** must **supply** that **retail service** in accordance with all relevant health, environmental and other regulatory requirements.
- 4.2.2 A **retailer** must use its **best endeavours** to:
- (a) ensure that its actions do not interfere with the safe operation of the network;
 - (b) provide a reliable supply of retail services to a customer in accordance with applicable regulatory instruments and applicable service standards; and
 - (c) minimise the frequency and duration of interruptions or limitations to **supply**.
- 4.2.3 A **retailer** must have in place and adhere to policies, practices and procedures dealing with:
- (a) minimisation of the impact of unplanned interruptions to retail services and provision of information about unplanned interruptions to affected customers; and
 - (b) bursts, leaks, blockages or spills in respect of its sewerage infrastructure or water infrastructure.
- 4.2.4 A **retailer** must provide the **Commission** with details of events where action was required to be taken in accordance with its policies, practices and procedures under clause 4.2.3, upon request by the **Commission**
- 4.2.5 A **retailer** must provide an emergency telephone service to enable a **customer** to:
- (a) notify the retailer of emergencies and faults; and
 - (b) ascertain details of any interruption to **supply**.

4.3 *Information to be provided to customers*

- 4.3.1 A **retailer** must provide a **customer** with at least 4 **business days'** notice of any planned **interruptions** to supply at the **supply address**. Notice given by a **retailer** can be provided by radio or newspaper where it is not practicable to send a notice in writing due to the number of **customers** affected.
- 4.3.2 Except as otherwise provided under the Water Industry Act 2012, a **retailer** must provide a **customer** with at least 24 hours' notice of any entry to the **customer's supply address** for the purposes of connecting, disconnecting or restricting the **supply of retail services** or inspection, repair or testing of a water or sewerage installation.
- 4.3.3 At the request of a **customer**, a **retailer** must provide an explanation for any unplanned maintenance or interruption to **supply of retail services** to the **customer's supply address** and, if the **customer** requests that the information be in writing, must provide that information in writing within 10 **business days** of the request.

4.4 *Powers under other Acts*

- 4.4.1 Nothing in this industry code will prevent a **retailer** exercising any power, or obligation to comply with any direction, order or requirement under the

Emergency Powers Act 1941, Essential Services Act 1981, State Disaster Act 1980 or the State Emergency Services Act 1987, or any other relevant legislation.

4.5 *Retailer right of recovery for illegal use*

- 4.5.1 If a **retailer** has undercharged or not charged a **customer** as a result of the **customer's** fraud or intentional consumption of **retail services** otherwise than in accordance with **applicable regulatory instruments**, the **retailer** may estimate the consumption for which the **customer** has not paid, using a **Commission** approved estimation method, and bill or take debt recovery action for all of that unpaid amount.

5 CUSTOMER SERVICE OBLIGATIONS

5.1 *Billing*

- 5.1.1 A **retailer** must use its **best endeavours** to issue a bill to a **customer** at least quarterly.
- 5.1.2 A **retailer** and a **customer** may agree to a billing cycle with a regular recurrent period that differs from 5.1.1.
- 5.1.3 A **retailer** may issue a single bill containing charges for **water services** and **sewerage services**.
- 5.1.4 Where a **retailer** charges a **customer** for **retail services** as a component of a rate notice issued under the Local Government Act 1999, the rate notice must enable a **customer** to separately identify the cost of any **retail service** and must include the particulars in clause 5.1.5.
- 5.1.5 Subject to clause 5.1.6, a **retailer** must prepare a bill so that a **customer** can easily verify that the bill conforms to their **customer sale contract** (where relevant) and must include at least the following particulars on each bill:
- (a) the customer's name and account number;
 - (b) the customer's supply address and any relevant other address;
 - (c) the pay-by date, which must not be less than 12 business days after the date the retailer sends the bill to the customer, unless otherwise agreed with a customer;
 - (d) the amounts due to the retailer;
 - (e) the relevant fees, charges and tariffs applicable to the customer separately itemised;
 - (f) the amount of any government concessions or rebates applicable to the customer separately itemised for each service;
 - (g) the amount of any government imposed charges or levies and details of the charge or levy;
 - (h) a list of the available payment methods;
 - (i) the telephone number for billing, payment enquiries and instalment payment options and information about help that is available if the customer is experiencing difficulties in paying;
 - (j) a 24-hour contact telephone number for faults, emergencies and force majeure events;

- (k) the amount of arrears or credit, and the total of any payments made by the customer since the last bill was issued;
 - (l) for **retail services** that are metered:
 - (i) the date of the last meter reading or estimate for relevant **retail services** and the number of days since the previous reading or estimate, or enable the calculation of the number of days the bill covers;
 - (ii) the estimated date of the next meter reading;
 - (iii) the meter readings, metering data or estimates for the bill for **retail services**;
 - (iv) consumption, or estimated consumption, for **water services** in units used (kilolitre (kL)); and
 - (m) for bills issued to residential customers, a reference to the availability of relevant government concessions and rebates;
 - (n) any other information prescribed by **applicable regulatory instruments**.
- 5.1.6 A **retailer** may issue a bill to a **customer** in a different form to 5.1.5 where approval has been provided in writing by the **Commission**.

5.2 *Where a tariff or tariff type has changed*

- 5.2.1 Where during a **billing cycle** a **customer** changes from one type of tariff to another type of tariff, the **retailer** must (if it is necessary to do so due to the change in the type of tariff applying to that **customer**):
- (a) obtain a meter reading at the time the type of tariff changes; and
 - (b) calculate the **customer's** bill using the type of tariff applying during the period prior to and after the date of the meter reading referred to in clause 5.2.1(a).
- 5.2.2 Where during a **billing cycle** the tariff rate or charge applying to a **customer** changes, the **retailer** must calculate the bill on a pro rata basis using:
- (a) the old tariff rate or charge up to and including the date of change; and
 - (b) the new tariff rate or charge from the date of the change to the end of the **billing cycle**.
- 5.2.3 Where the **retailer** offers alternative tariffs or tariff options and a **customer**:
- (a) applies in writing to the retailer to transfer from that customer's current tariff to another tariff; and
 - (b) demonstrates to the retailer that it satisfies all of the conditions relating to that other tariff.
 - (c) the retailer must transfer the **customer** to that tariff within 10 **business days** of satisfying those conditions.
- 5.2.4 Where a **customer** transfers from one tariff type to another, in accordance with clause 5.2.3, the effective date of the transfer will be:
- (a) the date on which the last meter reading at the old tariff is obtained; or
 - (b) where the transfer requires a change to the meter at the **customer's supply address**, the date the meter change is completed.

5.3 *Payment methods*

- 5.3.1 A **retailer** must offer at least the following payment methods to its **customers**:
- (a) in person;
 - (b) by mail;
 - (c) by direct debit under a payment arrangement agreed by the customer, the retailer and an ADI nominated by the customer; and
 - (d) Centrepay for **residential customers**.
- 5.3.2 If a **customer** pays the **retailer's** bill by cheque, direct debit from an account with an **ADI** or by credit card and the payment is dishonoured or reversed, which results in the **retailer** incurring a fee, the **retailer** may recover from the **customer** the amount of that fee only if the fee is incurred in line with the agreed payment arrangement.
- 5.3.3 Nothing in this industry code prevents a **retailer** from providing payment options in addition to those specified in this clause.

5.4 *Flexible payment arrangements*

- 5.4.1 A **retailer** must offer **residential customers** at least the following payment options:
- (a) payment in advance facilities;
 - (b) flexible payment arrangements under which residential customers are given more time to pay a bill or to pay arrears (including any restriction, disconnection or restoration charges); and
 - (c) redirection of the **residential customer's** bill as requested by the **residential customer**.

5.5 *Payment difficulties*

- 5.5.1 A **residential customer** experiencing payment difficulty (whether self-identified or identified by the **retailer**) must be provided with information about:
- (a) the retailer's flexible payment arrangements;
 - (b) the retailer's residential customer hardship policy;
 - (c) government concessions; and
 - (d) independent financial and other relevant counselling services.

5.6 *Billing disputes*

- 5.6.1 A **retailer** must review a **customer's** bill when asked by that **customer**.
- 5.6.2 A **retailer** must inform the **customer** of the outcome of that review as soon as reasonably possible and, in any event, within 30 **business days**.
- 5.6.3 Where a **retailer** is reviewing a bill, the **retailer** may require the **customer** to pay:
- (a) the greater of:
 - (i) that portion of the bill under review that the **customer** and the **retailer** agree is not in dispute; or

- (ii) an amount equal to the average amount of the **customer's** bills in the previous 12 months (excluding the bill in dispute); and
 - (b) any future bills that are properly due.
- 5.6.4 Where a **customer** requests that, in reviewing the bill, the meter reading or metering data be checked or the meter tested, the **retailer** must, as the case may be, arrange for a:
- (a) check of the meter reading or metering data; or
 - (b) test of the meter.
- 5.6.5 The **customer** must pay the **retailer** in advance the **retailer's** reasonable charge for checking the meter reading, metering data or for testing the meter.
- 5.6.6 A **retailer** must ensure that any test required under clause 5.6.4 is completed within a reasonable time.
- 5.6.7 Where, after conducting a review of the bill, a **retailer** is satisfied that it is:
- (a) correct, the **retailer** may require the **customer** to pay the amount of that bill which is still outstanding; or
 - (b) incorrect, the **retailer**:
 - (i) must correct the **customer's** bill;
 - (ii) must refund (or set off against the amount in ((iii))) any fee paid in advance under clause 5.6.5;
 - (iii) may require the **customer** to pay the amount of that bill which is still outstanding; and
 - (iv) must advise the **customer** of the existence of its dispute resolution processes under clause 3.2.
- 5.6.8 Where the **customer** advises the **retailer** that it is not satisfied with the **retailer's** decision, the **retailer** must inform the **customer** that they may lodge a dispute with:
- (a) the retailer's external dispute resolution body; or
 - (b) the **industry ombudsman** scheme (where the **retailer** is required to participate in that scheme by the **Commission**).

5.7 Undercharging

- 5.7.1 Subject to clause 5.7.2, where a **retailer** has undercharged a **customer** as a result of an act or omission of the **retailer**, it may recover from the **customer** the amount undercharged.
- 5.7.2 Where a **retailer** proposes to recover an amount undercharged as a result of the **retailer's** error, the **retailer** must:
- (a) in relation to retail services which are metered, limit the amount to be recovered to the amount undercharged in the 12 months prior to the meter reading date on the last bill sent to the customer;
 - (b) in relation to unmetered services, limit the amount to be recovered to the amount undercharged in the 12 months prior to the error being advised in writing to the customer;

- (c) list the amount to be recovered as a separate item in a special bill or in the next bill, together with an explanation of that amount;
- (d) not charge the customer interest on that amount; and
- (e) if the customer requests it, offer the customer time to pay that amount by agreed instalments, over a period nominated by the **customer** being no longer than:
 - (i) the period during which the undercharging occurred (if the undercharging occurred over a period of less than 12 months); or
 - (ii) in any other case, 12 months.

5.8 Overcharging

5.8.1 Where a **customer** has been overcharged as a result of an act or omission of a **retailer**, the **retailer** must inform the **customer** accordingly within 10 **business days** of the **retailer** becoming aware of that error and:

- (a) credit that amount to the customer's next bill; or
- (b) if the customer has ceased to purchase retail services from that retailer, pay that amount to the **customer** within 10 **business days**.

5.9 Debt recovery

5.9.1 A **retailer** must not commence proceedings for the recovery of a debt relating to the sale and supply of **retail services** from a **residential customer** if:

- (a) the **residential customer** continues to adhere to the terms of a flexible payment plan or other agreed payment arrangement; or
- (b) the retailer has failed to comply with the requirements of its hardship policy in relation to that residential customer; or
- (c) the retailer has installed a flow restriction device in accordance with clause 6.3.

6 RESTRICTION OF WATER SUPPLY

6.1 Restriction warning notices

6.1.1 Prior to commencing action to restrict the supply of water to a customer, a retailer must issue a restriction warning notice to a customer that:

- (a) states the date of its issue;
- (b) states the matter giving rise to the potential restriction of the customer's supply address;
- (c) where the notice has been issued for not paying a bill:
 - (i) state the date on which the restriction warning notice period ends; and
 - (ii) state that payment of the bill must be made during the restriction warning notice period; and
- (d) for matters other than not paying a bill, allow a period of not fewer than 5 business days after the date of issue for the customer to rectify the matter before restriction will or may occur; and

- (e) informs the customer of applicable restoration procedures and (if applicable) that a charge will be imposed for restoration; and
- (f) includes details of the retailer's telephone number for complaints and disputes; and
- (g) includes details of the existence and operation of:
 - (i) the **retailer's** external dispute resolution body; or
 - (ii) the **industry ombudsman** scheme (where the **retailer** is required to participate in that scheme by the **Commission**).

6.2 *Prohibitions on water service flow restriction*

6.2.1 A **retailer** must not arrange for the **supply** of a **residential customer's water services** to be restricted:

- (a) where the retailer sells and supplies the retail service to the residential customer in accordance with the terms of a residential customer hardship policy under clause 3.5 and the residential customer is adhering to those requirements;
- (b) for non-payment of a bill where the amount outstanding is less than an amount approved by the Commission and the residential customer has agreed with the retailer to repay that amount;
- (c) where the residential customer or a person residing at the residential customer's **supply address** has advised the **retailer** that a person ordinarily residing at the **supply address** is dependent on life support equipment in accordance with the provisions of clause 3.6;
- (d) where a residential customer has made a complaint, directly related to the reason for the proposed flow restriction, to the industry ombudsman or another external dispute resolution body and the complaint remains unresolved;
- (e) where the residential customer has formally applied for assistance from the agencies referred to **Error! Reference source not found.**, and a decision on the application has not been made;
- (f) where the residential customer is a landlord, the supply address is occupied by a tenant and the tenant has:
 - (i) provided acceptable evidence (such as an executed tenancy agreement, proof of rental receipts or other bills for goods and services) demonstrating the tenant's residence at the **supply address**; and
 - (ii) satisfied its payment obligations (if any) in respect of the **retail service** in accordance with the terms of the relevant tenancy agreement;
- (g) after 3.00pm on a business day;
- (h) on a Friday, on a weekend, on a public holiday or on the day before a public holiday, except in the case of a planned interruption; or
- (i) it is a day of total fire ban declared by a relevant authority in the area in which the **supply address** is located.

6.2.2 A retailer must not arrange for the supply of a **non-residential customer's water services** to be restricted:

- (a) for non-payment of a bill where the amount outstanding is less than an amount approved by the Commission and the non-residential customer has agreed with the retailer to repay that amount;
- (b) where a non-residential customer has made a complaint, directly related to the reason for the proposed flow restriction, to the industry ombudsman or another external dispute resolution body and the complaint remains unresolved;
- (c) where the **non-residential customer** is a landlord and the **supply address** is occupied by a tenant and the tenant has:
 - (i) provided acceptable evidence (such as an executed tenancy agreement, proof of rental receipts or other bills for goods and services) demonstrating the tenant's residence at the **supply address**; and
 - (ii) satisfied its payment obligations (if any) in respect of the **retail service** in accordance with the terms of the relevant tenancy agreement;
- (d) after 3.00pm on a business day;
- (e) on a Friday, on a weekend, on a public holiday or on the day before a public holiday, except in the case of a planned interruption; or
- (f) it is a day of total fire ban declared by a relevant authority in the area in which the **supply address** is located.

6.3 *Ability to restrict water services*

6.3.1 A **retailer** may arrange for the restriction of the supply of **water services** to a **residential customer** where the **residential customer** has:

- (a) not paid a bill or bills by the due date;
- (b) not agreed to another payment option to pay a bill;
- (c) not adhered to the residential customer's obligations to make payments in accordance with the payment option relating to the payment of bills in 6.3.1(b);
- (d) not complied with the terms of its Hardship Policy under clause 3.5 resulting in the residential customer's removal from that program;
- (e) not allowed entry to a water industry officer appointed under the Water Industry Act 2012 for purposes consistent with carrying out duties in accordance with applicable regulatory instruments;
- (f) failed to allow, for 3 consecutive billing cycles, access to the relevant supply address for the purposes of meter reading; or
- (g) used the **water services** illegally.

6.3.2 A **retailer** may arrange for the restriction of the supply of **water services** to a **non-residential customer** where the **non-residential customer** has:

- (a) not paid a bill or bills by the due date;

- (b) not allowed entry to a water industry officer appointed under the Water Industry Act 2012 for purposes consistent with carrying out duties in accordance with applicable regulatory instruments;
- (c) failed to allow, for 3 consecutive billing cycles, access to the relevant supply address for the purposes of meter reading; or
- (d) used the water **services** illegally.

6.4 *Obligations prior to restricting water services*

6.4.1 Before arranging for the restriction of supply of **water services** to a **residential customer's supply address** for failure to pay a bill or bills, a **retailer** must have:

- (a) used its **best endeavours** to contact the **residential customer** personally either by:
 - (i) telephone;
 - (ii) mail;
 - (iii) electronic mail;
 - (iv) visiting the property; or
 - (v) any other method approved or required by the **Commission** from time to time;
- (b) given the residential customer information about the terms of its residential customer hardship policy and assessed the residential customer's eligibility for participation in its hardship program;
- (c) given the residential customer information on government funded concessions as outlined in clause **Error! Reference source not found.**, if applicable, and referred the residential customer to the organisation responsible for that concession;
- (d) in respect of a failure to provide meter reading access under clause 6.3.1(f):
 - (i) given the **residential customer** an opportunity to offer reasonable alternative access arrangements; and
 - (ii) on each of the occasions access was denied, given the **residential customer** written notice requesting access to the meter or meters at the **supply address** and advising of the **retailer's** ability to arrange for the flow restriction of **water services**;
- (e) given the residential customer a reminder notice;
- (f) after the expiry of the period referred to in the reminder notice, given the residential customer a written restriction warning with 5 business days' notice of its intention to arrange for the restriction (the 5 business days shall be counted from the date of receipt of the restriction warning); and
- (g) advised the **residential customer** of the existence and operation of:
 - (i) the **retailer's** external dispute resolution body; or
 - (ii) the **industry ombudsman** (where the **retailer** is required to participate in that scheme by the **Commission**).

- 6.4.2 Before arranging for the restriction of supply of **water services** to a **non-residential customer's supply address** for failure to pay a bill or bills, a **retailer** must have:
- (a) used its **best endeavours** to contact the **non-residential customer** personally either:
 - (i) by telephone;
 - (ii) by mail;
 - (iii) by electronic mail; or
 - (iv) by any other method approved or required by the **Commission** from time to time;
 - (b) offered the non-residential customer an extension of time to pay on terms and conditions (which may include the payment of interest approved by the Commission from time to time);
 - (c) in respect of a failure to provide meter reading access under clause 6.3.2(c):
 - (i) given the **non-residential customer** an opportunity to offer reasonable alternative access arrangements; and
 - (ii) on each of the occasions access was denied, given the **non-residential customer** written notice requesting access to the meter or meters at the **supply address** and advising of the **retailer's** ability to arrange for the flow restriction of **water services**;
 - (d) given the non-residential customer a reminder notice; and
 - (e) after the expiry of the period referred to in the reminder notice, given the non-residential customer a written restriction warning, with 5 business days' notice of its intention to arrange for the restriction (the 5 business days shall be counted from the date of receipt of the restriction warning); and
 - (f) advised the **residential customer** of the existence and operation of:
 - (i) the **retailer's** external dispute resolution body; or
 - (ii) the **industry ombudsman** (where the **retailer** is required to participate in that scheme by the **Commission**).

6.5 *Immediate restrictions by retailers*

- 6.5.1 Subject to compliance with the requirements of clause 6.4, a **retailer** may restrict the supply of **water services** to a **supply address** immediately if the **customer**:
- (a) has refused or failed to accept the offer before the expiry of the 5 business days period in the restriction warning;
 - (b) has accepted the offer, but has refused or failed to take any reasonable action towards settling the debt before the expiry of the 5 business days period in the restriction warning; or
 - (c) has failed to provide access for meter reading purposes following the receipt of a notice under clause 6.4.1(d)(ii) or clause 6.4.2(c)(ii).

6.6 *Minimum restricted water flow rate*

- 6.6.1 The restriction of the supply of **water services** to a **supply address** under clause 6.3 may reduce the supply of **water** to no less than the minimum flow rate prescribed by the **Commission** by notice in writing from time to time.

7 DISCONNECTIONS

7.1 *Prohibition on disconnection of sewerage services*

- 7.1.1 A **retailer** must not arrange for the disconnection or restriction of **supply** of a **sewerage service** to a **customer's supply address** for non-payment of a bill or bills.

7.2 *Prohibition on disconnection of water services*

- 7.2.1 A **retailer** must not arrange for the disconnection of **supply** of a **water service** to a **customer's supply address** for non-payment of a bill or bills.

7.3 *Permitted disconnections*

- 7.3.1 Subject to any public health and safety requirements or technical restraints which affect the **retail service** provided by a **retailer**, a **retailer** may only arrange for disconnection of a **customer's retail services** if a **customer** has:
- (a) requested that disconnection;
 - (b) used the **retail services** illegally; or
 - (c) refused entry to a water industry officer appointed under the Water Industry Act 2012 for the purposes of meter reading or other purpose consistent with carrying out duties in accordance with **applicable regulatory instruments**.

7.4 *Customer request for final account or disconnection*

- 7.4.1 If a **customer** requests the **retailer** to arrange for the preparation and issue of a final bill for, or, subject to clause 7.3, the disconnection of, the **customer's supply** address, the **retailer** must use its **best endeavours** to arrange for that final bill (in circumstances where final bills can be issued) or disconnection in accordance with the **customer's** request.
- 7.4.2 A **retailer** must inform a **customer** of any fees or charges that **customer** will remain liable for under the Local Government Act 1999 or the Roxby Downs (Indenture Ratification) Act 1982 notwithstanding a disconnection under this clause.

8 RESTORATION OF SUPPLY

8.1 *Retailer and customer obligations*

- 8.1.1 Where a **retailer** has disconnected or restricted the supply of **water services** to a **supply address** in accordance with clause 6 or clause 7, the **retailer** must use its **best endeavours** to arrange for the reconnection or removal of flow restriction within a time agreed with the **customer**, subject to:

- (a) the reasons for the disconnection or restriction being rectified by the customer; and
- (b) the customer first paying the **retailer's** reasonable charge for reconnection or removal of water flow restriction, if any.

8.1.2 Where, under clause 8.1, a **retailer** is obliged to arrange for the reconnection or restoration of the **supply** of **water services** to that **supply address** and the **customer** has satisfied the requirements of that clause:

- (a) before 12 pm on a business day, the retailer must use its best endeavours to arrange for the reconnection on the day of the request and, in any event, by the next business day; or
- (b) after 12 pm on a **business day**:
 - (i) the **retailer** must use its **best endeavours** to arrange for the reconnection on the day of the request (where the **customer** pays the **retailer's** reasonable charge for after hours connection) and, in any event, by the end of the next **business day**; or
 - (ii) where the **retailer** informs the **customer** that reconnection or restoration on the same day is not possible, the after hours fee does not apply, and the retailer must use its **best endeavours** to arrange for the reconnection by the end of the next **business day**.

8.2 *Waiver of reconnection fee for Hardship Customer*

8.2.1 A **retailer** must not charge a **residential customer** a restoration fee where that **residential customer** is experiencing financial hardship and should have been identified as eligible for the **retailer's** residential Hardship Program, so long as the **residential customer** agrees to participate in the **retailer's** residential Hardship Program upon restoration.

SCHEDULE 1 – STANDARD CONTRACTS

STANDARD CUSTOMER SALE CONTRACT

WATER RETAIL SERVICE AND SEWERAGE RETAIL SERVICE

This contract sets out the terms on which we supply retail services to you as a customer at your current supply address in accordance with the Water Industry Act 2012 (the Act).

These standard terms and conditions are published in accordance with section 36 of the Act. These standard terms and conditions will come into force on [insert date] and, when in force, the terms will, by law, be binding on us and you. The document does not have to be signed to be binding.

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1. THE PARTIES

1.1 This **contract** is between:

[Licensee] (ABN [*]) of [address] (referred to in this **contract** as “we”, “our”, or “us”); and

You, the **customer** as defined in the **Act** and to whom this **contract** applies (referred to in this **contract** as “you” or “your”)

2. DEFINITIONS

2.1 Words appearing in **bold** type like this are defined in Schedule 1 to this **contract**.

3. SERVICES PROVIDED UNDER THIS CONTRACT

3.1 This **contract** covers the sale and supply by us of a **retail service** to your **supply address**.

3.2 The **retail service** comprises any of the following:

- (a) a **water retail service**; and/or
- (b) a **sewerage retail service**.

3.3 We will provide your **retail service** in accordance with all **applicable regulatory instruments**.

4. DOES THIS DOCUMENT APPLY TO YOU?

4.1 This document applies to you if:

- (a) your **supply address** receives, or will receive upon successful connection, our **retail service** and you have not agreed to different terms and conditions with us;
- (b) you currently receive, or will receive upon successful connection, our **retail service** with **special characteristics** relevant to the provision of that **retail service**; or
- (c) you are required to pay us an **availability charge** under the **Regulations** but only for the purposes of clauses 7, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 28, 31 and 32 of this **contract**.

4.2 Unless otherwise agreed by the parties, this document does not apply where:

- (a) we provide you with a **non-standard retail service**;
- (b) prior to the commencement of this **contract**, you were a **customer** receiving a **retail service** from us pursuant to an existing written agreement and you have agreed to the continuation of that agreement until its term ends, at which point this **contract** takes effect; or

- (c) prior to the commencement of this **contract**, you were a **customer** receiving a **retail service** from us and you were charged for that **retail service** as a component of a rate notice issued under the Local Government Act 1999 and you have agreed to the continuation of that arrangement until its ends, at which point this **contract** takes effect.

5. CLASSIFICATION OF CUSTOMER CLASS

- 5.1 We may classify you as a **residential customer** or a **non-residential customer** in relation to **your supply address** after the commencement of this **contract** in accordance with **applicable regulatory instruments**.

6. COMMENCEMENT

- 6.1 If you are an existing **customer**, this **contract** will start on the day this document comes into force by publication under the provisions of the Act.
- 6.2 If you are an existing **customer** that will continue to receive a **retail service** from us under an existing written agreement, this **contract** will start on the day following the termination of that existing written agreement.
- 6.3 If you are an existing **customer** receiving a **retail service** from us and you are charged for that **retail service** as a component of a rate notice issued under the Local Government Act 1999, this **contract** will start on the day following the termination of that statutory charging arrangement.
- 6.4 If you are a new **customer**, this **contract** starts on the date you apply for a connection in writing, satisfying all relevant pre-conditions and providing all required information.
- 6.5 If you are a person who becomes the registered proprietor of a **supply address** and clause 6.2 or 6.3 does not apply to you, this **contract** starts upon transfer of ownership of that **supply address** to you.

7. TERMINATION

- 7.1 We may terminate this **contract** with you in accordance with **applicable regulatory instruments** if:
 - (a) the supply of the **retail service** to your **supply address** has been disconnected in accordance with other provisions of this **contract** and you no longer have a right to be reconnected in accordance with clause 27;
 - (b) you are no longer the owner of the **supply address** and we have entered into a new **contract** with the new owner; or
 - (c) circumstances beyond our reasonable control mean that the water reticulation network, **sewerage reticulation network** and/or the **dual reticulation recycled water network** necessary to provide the **retail service** to your **supply address** are no longer available.

- 7.2 You may terminate this **contract** with us at any point by providing us with 3 **business days'** notice, which may be given by:
- (a) personal contact;
 - (b) telephone;
 - (c) electronic mail; or
 - (d) writing to us.
- 7.3 All rights and obligations accrued before the end of this contract continue despite the end of this contract, including your obligation to pay any amounts due to us.
- 7.4 Your right to dispute a bill under clause 17 and recover amounts we have overcharged you in accordance with clause 19 continues despite the end of this contract.

8. WHAT YOU HAVE TO DO TO RECEIVE CONNECTION?

- 8.1 When you apply for a **retail service** at your **supply address** we may require you to satisfy some pre-conditions, which will be advised to you in writing. We will also explain any pre-conditions that may apply to you at the time you apply to us for a **retail service**.
- 8.2 Our obligation to sell or supply you with a **retail service** at your **supply address** does not start until you satisfy our pre-conditions.

9. YOUR GENERAL OBLIGATIONS

- 9.1 Infrastructure:
- (a) You must arrange for all infrastructure on your side of the **connection point** to be properly maintained (which includes ensuring any work to be undertaken is done so by an appropriately licensed plumber).
 - (b) If installation of internal infrastructure at your **supply address** is reasonably required in order for us to provide you a **retail service** then you must arrange for that infrastructure to be installed in compliance with any **applicable regulatory instruments** and by an appropriately licensed plumber.
- 9.2 Illegal use of retail services:
- (a) You must only use the **retail service** provided by us for lawful purposes and, if you are found to be illegally using our **retail service**, or otherwise consuming our **retail service** not in accordance with this **contract** or **applicable regulatory instruments**, we may:
 - (i) estimate the consumption for which **you** have not paid using an approved estimation method and bill **you** for that amount;
 - (ii) recover that amount from **you**, as well any costs associated with estimating the consumption; and

- (iii) disconnect **your supply address** immediately.
- (b) By illegally using our **retail service**, clauses 14 and 16 will not apply to you.

10. FEES AND CHARGES

10.1 Any **fees and charges** associated with the sale and supply of **retail services** to you are set out in the **Price List** published from time to time and available on our website [**insert web address**].

10.2 Changes in **fees and charges**

- (a) We have the right to change our **fees and charges** from time to time.
- (b) Any changes to **fees and charges** applicable to you will be re-published in the Gazette in accordance with section 36 of the **Act** and will be set out in the **Price List** published on our website.

10.3 GST

- (a) Amounts specified in our **Price List**, subject to amendment from time to time, and other amounts payable under this **contract** must be stated to be exclusive or inclusive of GST. Clause 10.3(b) applies unless an amount is stated to include GST.
- (b) Where an amount paid by you under this **contract** is payment for a “taxable supply” as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

11. TARIFF CHANGES

11.1 If we vary the type of tariff rate you are charged for your **retail service**, we will notify you of the new tariff rate on your next bill.

11.2 Where this occurs within a billing cycle, we will calculate on a pro-rata basis using:

- (a) the old tariff rate up to and including the effective date for the change; or
- (b) the new tariff rate from the effective date to the end of the billing cycle.

12. BILLING

12.1 We will use our **best endeavours** to issue you a bill at least quarterly.

12.2 We may enter into an agreement with you to a different billing cycle with a regular recurrent period that differs to clause 12.1.

12.3 We may issue a single bill containing charges for **water retail services** and **sewerage retail services**.

- 12.4 If we charge you for **retail services** as a component of a rate notice issued under the Local Government Act 1999, the rate notice will separately identify the cost of any **retail service** and will include the particulars in clause 12.5.
- 12.5 We will prepare a bill so that you can easily verify that the bill conforms to this **contract** and it will include at least the particulars required by the **Code**, except in circumstances permitted by **ESCOSA**.
- 12.6 Unless otherwise agreed with you, you must pay the amount shown on each bill by the date for payment (the pay-by date). The pay-by date will be no earlier than 12 **business days** from the date we send the bill.
- 12.7 If you have not paid a bill by the pay-by date, we will send you a reminder notice. This will give you a further pay-by date which will not be less than 6 **business days** after we issue the notice.

13. PAYMENT METHODS

- 13.1 The payment methods we offer will be listed on your bill and are subject to change from time to time. At a minimum we will offer you the ability to pay your bills:
- (a) in person,
 - (b) by mail,
 - (c) by direct debit; or
 - (d) by **Centrepay** (for **residential customers**).
- 13.2 If you pay us by cheque, direct debit from and account with an **ADI** or by credit card and the payment is dishonoured or reversed, which results in us incurring a fee, we may recover the amount of that fee from you.

14. FLEXIBLE PAYMENT ARRANGEMENTS

- 14.1 We offer flexible payment plans in accordance with this clause if you are a **residential customer** experiencing payment difficulties and you inform us in writing or by telephone that you are experiencing payment difficulties.
- 14.2 **Residential customers** experiencing payment difficulties are offered the following flexible payment options:
- (a) a system or arrangement under which a **residential customer** may make payments in advance towards future bills;
 - (b) an interest and fee free payment plan or other arrangement under which the **residential customer** is given more time to pay a bill or to pay arrears (including any restriction, disconnection or restoration charges); and
 - (c) redirection of your bill as requested by you.

15. PAYMENT DIFFICULTIES

15.1 If you are experiencing payment difficulty, we will provide you with information about:

- (a) Our flexible payment arrangements;
- (b) Our **residential customer Hardship Policy**;
- (c) Government concessions; and
- (d) Independent financial and other relevant counselling services.

16. HARSHIP POLICY

16.1 We offer a **Hardship Policy** to all our **residential customers**.

16.2 Pursuant to the **Hardship Policy** we will:

- (a) have a process to identify if you are experiencing payment difficulties due to **financial hardship**;
- (b) have a process for early response to **customers** identified as experiencing payment difficulties due to hardship;
- (c) have processes in place to adequately train hardship staff;
- (d) offer alternative payment options including instalment plans;
- (e) offer **Centrepay** to **residential customers**;
- (f) have processes in place to identify appropriate government concession programs and financial counselling services where appropriate and advise **residential customers**;
- (g) provide information on the processes or programs available to **customers** to improve their **water** efficiency; and
- (h) provide information on the circumstances in which the **customer** will cease being eligible for the hardship program.

16.3 The **Hardship Policy** (as amended from time to time) and further details are available on our website.

17. BILLING DISPUTES

- 17.1 If you disagree with the amount you have been charged, you can ask us to review your bill in accordance with our **Enquiries, Complaints and Dispute Resolution Process** under clause 28.
- 17.2 We will review your bill and inform you of the outcome of that review as soon as reasonably possible and, in any event, within 30 **business days**.
- 17.3 Where we are reviewing a bill, we may require you to pay:
- (a) the greater of:
 - (i) that portion of the bill under review that we agree is not in dispute; or
 - (ii) an amount equal to the average amount of your bills in the previous 12 months (excluding the bill in dispute); and
 - (b) any future bills that are properly due.
- 17.4 Where, after conducting a review of the bill, we are satisfied that it is:
- (a) correct, we may require you pay the amount of that bill which is still outstanding; or
 - (b) incorrect, we:
 - (i) will correct your bill;
 - (ii) will refund (or set off against the amount in clause 17.4(b)(iii) any fee paid in advance;
 - (iii) may require you pay the amount of that bill which is still outstanding; and
 - (iv) will advise you of the existence of our **Enquiries, Complaints and Dispute Resolution Process** under clause 28.
- 17.5 If you advise us that you are not satisfied with our decision, we will inform you that you may lodge a dispute with:
- (a) our external dispute resolution body; or
 - (b) the industry ombudsman scheme (if we are a participant in that scheme).

18. UNDERCHARGING

- 18.1 Where you have been undercharged we will inform you and we may recover from you any amount you have been undercharged.
- 18.2 Where any amount undercharged is as a result of an act or omission on our part we will recover only the amounts owed to us in the 12 months prior to us advising you in writing that there has been an error.

- 18.3 We will list the amount to be recovered as a separate item in a special bill or on the next bill, together with an explanation of that amount.
- 18.4 We will not charge you interest on amounts recovered due to an error on our part and we will offer you a period of time to repay the amounts undercharged at least equal to the period of undercharging if less than 12 months or 12 months in any other case.

19. OVERCHARGING

- 19.1 If we overcharge you due to an act or omission on our part, we will use our **best endeavours** to advise you within 10 **business days** of us becoming aware of the error.
- 19.2 If we have overcharged you and you have already paid your bill, we will:
- (a) credit the amount to your account and it will be deducted from your next bill; or
 - (b) if you have ceased to purchase a **retail service** from us, repay that amount to you within 10 **business days**.

20. DEBT RECOVERY

- 20.1 We will not commence proceedings for the recovery of a debt relating to the sale and supply of a **retail service** by us if:
- (a) you continue to adhere to the terms of a flexible payment plan or other agreed payment arrangement; or
 - (b) we have failed to comply with the requirements of:
 - (i) our **Hardship Policy** in relation to you; or
 - (ii) this contract relating to non-payment of bills, payment plans and providing assistance to **residential customers** experiencing payment difficulties; or
 - (c) you currently have a flow restriction device installed at the relevant **supply address** in accordance with clause 23.

21. INTERRUPTIONS

- 21.1 We will use our **best endeavours** to minimise the frequency and duration of interruptions or limitations to supply of your **retail service**.
- 21.2 We may interrupt the supply of your **retail service** in the following instances:
- (a) for maintenance;
 - (b) for repair;
 - (c) for augmentations to the **network**;
 - (d) in the event of emergencies; or
 - (e) for health and safety reasons.

21.3 In the event of an unplanned interruption, we will use our **best endeavours** to restore your **retail service** as soon as practically possible and within the timeframes specified in any **regulatory service standards**.

21.4 Where a planned interruption is required, we will use our **best endeavours** to provide you with at least 4 **business days'** notice prior to planned works that will cause an interruption to your **retail service**. This notice will be in writing where practicable but may be by radio or newspaper.

22. QUALITY, SAFETY AND RELIABILITY OF SUPPLY

22.1 Water retail service – Quality

- (a) Where your **water retail service** comprises of drinking **water**, we will provide that drinking water in accordance with all relevant health, environmental and other **applicable regulatory instruments**.
- (b) Our obligation under in clause 22.1(a) is limited to the extent that such quality is adversely affected by your actions or equipment and the terms of this **contract**.
- (c) Where your **water retail service** comprises non-drinking water (including **recycled water**) we will provide such a **water retail service** on the basis that such **water** is not intended for human consumption and otherwise may only be used for purposes as advised by us. If such a **water retail service** is provided by us, it will be supplied in accordance with all relevant health, environmental and other **applicable regulatory instruments**.
- (d) If we need to reclassify your **water retail service** from drinking water to non-drinking water or vice versa, we will do so only in accordance with **applicable regulatory instruments** and notify you immediately if reclassification is to occur.

22.2 Water retail service – Reliability

- (a) We will use our **best endeavours** to provide you with a **water** flow rate to meet your reasonable needs. Please note that, for some **customers**, the flow rate may not be sufficient for all purposes without the provision of additional on-site **water** infrastructure. You are responsible for arranging and covering the costs of such additional onsite **water** infrastructure, which must be installed by an appropriately licensed plumber.
- (b) We will notify you under clause 22.4 if, due to the **special characteristics** of your **water retail service**, we are unable to provide you with such a flow rate.

22.3 Sewerage retail service – Reliability

- (a) If you are connected to our **sewerage reticulation network**, then we will use our **best endeavours** to provide you with a **sewerage retail service** to meet your reasonable needs for the discharge of **domestic waste** in accordance with any relevant health, environmental and other **applicable regulatory instruments**.
- (b) We will use our **best endeavours** to ensure that there are no sewer overflows at the **supply address** due to a failure in the **sewerage reticulation network**. In the event of sewer overflow due to our negligence, we will use our **best endeavours** to ensure that inconvenience to you is minimised and the affected area is reasonably cleaned up at our cost.
- (c) If a blockage, burst or leak affects your **sewerage retail service** and occurs in the pipework at your **supply address**, that is, from your side of the connection point, you are responsible for arranging and covering the costs of the fixing the blockage, burst or leak, which must be undertaken by an appropriately licensed plumber.
- (d) If a blockage, burst or leak affects your **sewerage retail service** and occurs within our **sewerage reticulation network**, that is from our side of the connection point, we will clear the blockage or repair the burst or leak at our cost unless and to the extent you have contributed to the blockage, burst or leak occurring.
- (e) If you have contributed to the blockage, burst or leak, in accordance with our policies dealing with blockages, bursts and leaks, we may determine that you are liable to pay us for the proportion of the costs reasonably attributable to your contribution to the blockage, burst or leak. Will we advise you of the reasons for our determination in these circumstances.
- (f) You are not permitted to discharge **restricted wastewater** into our **sewerage reticulation network** under this **contract**.

22.4 Retail service with special characteristics

- (a) If, prior to the commencement of this **contract**, you were a **customer** that we supplied a **retail service** to with conditions as set out under a separate agreement, or without a formal agreement in place, this **contract** will now apply to the provision of that **retail service** and the **special characteristics** applicable to that **retail service** will apply.
- (b) We will advise you of the **special characteristics** of the **retail service** applicable to you under this **contract**. For existing **customers**, we will advise you on commencement of this **contract**. For new **customers** we will advise you upon assessment of an application by you for a **retail service** under this **contract**.

23. LIFE SUPPORT EQUIPMENT

23.1 If you, or someone you reside with has a medical condition where the continuation of a **water retail service** is critical for the operation of a life support equipment (as defined in the **Code**) you must:

- (a) notify us, with confirmation from a registered medical practitioner, that a person residing at the **residential customer's supply address** requires that continued use of life support equipment; and
- (b) inform us if the person for whom the life support requirement is required vacates the **supply address** or no longer requires the life support equipment.

23.2 We may rely on advice from a medical practitioner or hospital that life support equipment is no longer required at the **supply address**.

23.3 Once we are notified under this clause, but subject to clause 23.1(b), we will:

- (a) register the **supply address** as a life support equipment address;
- (b) not arrange for the disconnection or restriction of the supply to that **supply address** while the person continues to reside at that address and required the use of a life support equipment; and
- (c) provide you with:
 - (i) at least 4 **business days'** written notice of any planned interruptions to supply at the **supply address**;
 - (ii) advice there is likely to be a planned interruption to the supply at the **supply address**; and
 - (iii) an emergency telephone contact number (which is printed on your bill or available on our website).

24. RESTRICTIONS

24.1 Restrictions of a water supply – Residential Customers

- (a) If you are a **residential customer**, we may, subject to compliance with the **Code**, arrange for the restriction of the supply of your **water retail service** to you where:
 - (i) you have not paid a bill or bills within the required timeframes;
 - (ii) you have not agreed to an offer of a flexible payment plan under clause 14 or another payment option to pay a bill;
 - (iii) you have not adhered to your obligations to make payments in accordance with the flexible payment plan or another payment option relating to the payment of bills;

- (iv) you have not complied with the terms of our **Hardship Policy** referred to in clause 16 resulting in you being removed from that hardship program;
 - (v) you have not allowed entry to a water industry officer appointed under the **Act** for the purposes consistent with carrying out duties in accordance with **applicable regulatory instruments**; or
 - (vi) you have used the **water retail service** illegally.
- (b) Before undertaking any arrangements for the restriction of supply of **water retail services** to your apply address for failure to pay a bill, we will:
- (i) use our **best endeavours** to contact you personally by the methods outline in the **Code**;
 - (ii) give you information about the terms of our **Hardship Policy** and assess your eligibility for participation in our **Hardship Policy**;
 - (iii) give you information on government funded concessions, if applicable, and refer you to the organisation responsible for that concession;
 - (iv) give you a reminder notice;
 - (v) after the expiry of the period referred to in the reminder notice, give you a written restriction warning notice in accordance with clause 25; and
 - (vi) advise you of the existence and operation of our external dispute resolution body or the industry ombudsman scheme (if we are a participant in that scheme).

24.2 Restrictions of a water supply – Non-residential Customers

- (a) If you are a **non-residential customer**, we may, subject to compliance with the **Code**, arrange for the restriction of the supply of your **water retail service** at any of your **supply addresses** at which a **water retail service** is provided where:
 - (i) you have not paid a bill or bills within the required timeframes;
 - (ii) you have not allowed entry to a water industry officer appointed under the **Act** for the purposes consistent with carrying out duties in accordance with **applicable regulatory instruments**; or
 - (iii) you have used the **water retail service** illegally.
- (b) Before undertaking any arrangements for the restriction of supply of **water retail services** to your apply address for failure to pay a bill, we will:
 - (i) use our **best endeavours** to contact you personally by the methods outline in the **Code**;

- (ii) offer you an extension of time to pay on terms and conditions (which may include the payment of interest approved by **ESCOSA** from time to time);
- (iii) give you a reminder notice;
- (iv) after the expiry of the period referred to in the reminder notice, give you a written restriction warning notice in accordance with clause 25; and
- (v) advise you of the existence and operation of our external dispute resolution body or the industry ombudsman scheme (if we are a participant in that scheme).

24.3 Subject to compliance with the **Code**, we may restrict the supply of a **water retail service** to a **supply address** immediately if you:

- (a) have refused or failed to accept the offer of a flexible payment plan in accordance with clause 14 before the expiry of the 5 **business days** period in the restriction warning; or
- (b) have accepted the offer of a flexible payment plan in accordance with clause 14, but have refused or failed to take reasonable actions towards settling the debt before the expiry of the 5 **business days** period in the restriction warning.

24.4 The restriction of supply of **water retail services** under clause 24.1 or 24.2 will be no less than the minimum flow rate prescribed by **ESCOSA** by notice in writing from time to time.

24.5 We will not restrict your **sewerage service** for non-payment of a bill or bills.

25. RESTRICTION WARNING NOTICE

25.1 Prior to commencing action to restrict the supply of a **water retail service** to you, we will issue a restriction warning notice to you that:

- (a) states the date of its issue;
- (b) states the matter giving rise to the potential restriction of your **supply address**;
- (c) where the notice has been issued for not paying a bill:
 - (i) state the date on which the restriction warning notice ends; and
 - (ii) state that payment of the bill must be made during the restriction warning notice period;
- (d) for matters other than not paying a bill, allow a period of not fewer than 5 **business days** after the date of issue for you to rectify the matter before restriction occurs;
- (e) inform you of applicable restoration procedures and any charges for restoration (if applicable);

- (f) include details of our telephone number for complaints and disputes; and
- (g) include details of the existence and operation of our external dispute resolution body or the industry ombudsman scheme (if we are a participant in that scheme).

26. DISCONNECTIONS

- 26.1 We will not disconnect your **retail service** for non-payment of a bill or bills. However, we may restrict your **water retail service** in accordance with clause 24.
- 26.2 Subject to any **applicable regulatory instruments** that prohibit disconnection, we may only arrange for the disconnection of your **retail service** if you have:
- (a) requested the disconnection ;
 - (b) used the **retail service** illegally; or
 - (c) refused entry to a water industry officer appointed under the **Act** for a purpose consistent with carrying out duties in accordance with **applicable regulatory instruments**.
- 26.3 If you request us to arrange for the preparation and issue of a final bill, or the disconnection of, your **supply address**, we will use our **best endeavours** to arrange for that final bill (in circumstances where final bills can be issued) or, subject to any **applicable regulatory instruments** that prohibit disconnection, arrange the disconnection in accordance with your request.
- 26.4 We will inform you of any fees or charges that you will remain liable for under the Local Government Act 1999 or the Roxby Downs (Indenture Ratification) Act 1982 notwithstanding a disconnection under this clause.

27. RESTORATION OF WATER RETAIL SERVICE

- 27.1 If we have disconnected or restricted the supply of your **water retail service** to you, we will use our **best endeavours** to arrange for the reconnection or removal of flow restrictions within a time agreed with you, subject to:
- (a) clause 9.2;
 - (b) the reasons for the disconnection or restriction being rectified by you; and
 - (c) you have paid the appropriate charge for reconnection or removal of **water** flow restriction (if applicable).
- 27.2 If you are a **residential customer**, we will not charge a restoration fee where you are experiencing **financial hardship** and should have been identified as eligible for our **Hardship Policy**, so long as you agree to participate in our hardship program upon restoration.

27.3 We will use our **best endeavours** to reconnect or remove **water** flow restrictions within the timeframes required by any **regulatory service standards**.

28. ENQUIRIES, COMPLAINTS AND DISPUTE RESOLUTION

28.1 If you have an enquiry or complaint relating to our **retail services** or related matter, you can contact us on [**insert contact details**].

28.2 You may make a complaint to us regarding our services or compliance with this **contract**. We will address your complaint in the manner set out in our procedures for the management and resolution of customer enquiries and disputes. For further information regarding this process please refer to our website.

28.3 If you are not satisfied with the solution offered or action taken by us in response to your complaint you may have the complaint reviewed by one of our senior managers under our procedures for the management and resolution of customer enquiries and disputes.

28.4 If you are not satisfied with the outcome of our internal dispute resolution process you may refer the matter to our external resolution body or the **Industry Ombudsman** (if we are a participant in that scheme) for external dispute resolution.

29. RIGHT TO ENTER

29.1 In the case of an emergency or on agreement with you, we will enter your property to perform planned or unplanned maintenance to our infrastructure located at your **supply address**, in each case in accordance with sections 44 and 45 of the **Act**.

30. FORCE MAJEURE

30.1 If, but for this clause, either party would breach this **contract** due to the occurrence of a **force majeure event**:

- (a) the obligations of the party under this **contract**, other than an obligation to pay money, are suspended to the extent to which they are affected by the **force majeure event** for so long as the **force majeure event** continues; and
- (b) the affected party must use its **best endeavours** to give the other party prompt notice of that fact including full particulars of the **force majeure event**, an estimate of its likely duration, the obligations affected by it and the extent of its effects on those obligations and the steps taken to remove, overcome or minimise those effects.

30.2 For the purposes of this clause, if the effects of a **force majeure event** are widespread we will be deemed to have given you prompt notice if we make the necessary information available by way of a 24 hour telephone service within

30 minutes of being advised of the **force majeure event** or otherwise as soon as practicable.

30.3 Either party relying on this clause by claiming a **force majeure event** must use its **best endeavours** to remove, overcome or minimise the effects of that **force majeure event** as quickly as practicable.

30.4 Nothing in this clause will require a party to settle an industrial dispute which constitutes a **force majeure event** in any manner other than the manner preferred by that party.

31. INFORMATION AND PRIVACY

31.1 We will keep your personal information confidential in accordance with applicable laws and our privacy policy.

31.2 We will also provide any relevant information to authorities in the event that you are under investigation for illegal use of our services or of any other crime.

31.3 By accepting a **retail service** under this **contract** you are agreeing to the release of billing data to a tenant of your **supply address**, in accordance with processes approved by **ESCOSA** from time to time.

32. GENERAL

32.1 Applicable law

The laws in force in the State of South Australia govern this **contract**.

32.2 Referral of Our Obligations

Some obligations placed on us under this **contract** may be carried out by others engaged by us to perform the obligations on our behalf.

32.3 Amending the contract

This **contract** may only be amended in accordance with the **Code**. We will publish any amendments to this **contract** on our website.

32.4 The Code

If the **Code** grants us a right which may be included in this **contract**, our rights under this **contract** are deemed to include such a right.

33. SCHEDULE 1 – DEFINITIONS

The following words have the attributed meaning for the purposes of this contract.

Act	means the <i>Water Industry Act 2012 (SA)</i> as amended from time to time.
applicable regulatory instruments	means any Act (including without limitation, the Act) or regulatory instrument made under an Act (including without limitation, the Regulations), or the Code or any other industry code, guideline, or other regulatory instrument issued by ESCOSA which applies to us.
ADI	means an authorised deposit taking institution within the meaning of the <i>Banking Act 1959 (Cth)</i> as defined in section 4 of the <i>Acts Interpretation Act 1915 (SA)</i> .
availability charge	a charge for the availability of a service (rather than the use of it). <i>The Local Government Act 1999/Roxby Downs Indenture Ratification Act 1982</i> allows us to recover this availability charge from you where our water/sewerage infrastructure runs adjacent to your property.
best endeavours	means to act in good faith and use all reasonable efforts, skill and resources.
business day	means a day that is not a Saturday, a Sunday or a public holiday in the State of South Australia.
Centrepay	a free service for customers whereby bills may be paid as regular deductions from the customer's government welfare payments.
Code	means the Water Retail Code – Minor and Intermediate Retailers published by ESCOSA as amended from time to time.
connection point	means, in respect of a water retail service , the outlet of the meter at your supply address which then connects to the water reticulation network or, in respect of the dual reticulation recycled water service , the outlet of the meter at your supply address which then connects to the dual reticulation recycled water network , and in respect of a sewerage retail service , the inspection point at your supply address which then connects to the sewerage reticulation network .
contract	means this contract which has been approved by ESCOSA under clause 2.1 of the Code .
customer	means a customer as defined under section 4 of the Act .
designated dual reticulation area	means the area where we provide a dual reticulation recycled water service as published on our website from time to time.
domestic waste	means human waste and toilet flushing water , and water used for personal washing; and any wastewater, and substances of a kind and quantity usually contained within it, arising from the ordinary non-commercial domestic washing activities; but does

	not include discharges from a septic tank or any other facility for the onsite treatment or storage of domestic wastewater.
dual reticulation recycled water service	means, in relation to the designated dual reticulation area only, the service of providing recycled water to your supply address using our dual reticulation recycled water network .
Enquiries, Complaints and Dispute Resolution Process	means our enquiries, complaints and dispute resolution process as published on our website and as may be amended from time to time.
ESCOSA	means the Essential Services Commission of South Australia, a body created under the <i>Essential Services Commission Act 2002 (SA)</i> .
fees and charges	means our fees and charges as specified in our Price List .
Price List	means the fees and charges schedule published by us on our website and in the Gazette as may be amended from time to time.
financial hardship	means a situation defined by reasonable assessment by us as a customer having desire to pay an account but being absent of the means to pay the account within 3 months of the due date despite all best efforts.
force majeure event	means an event outside the control of us, the occurrence of which could not be reasonably foreseen by us, or if it could be foreseen, could not reasonably have been guarded against.
Hardship Policy	means our financial hardship policy as published on our website and as may be amended from time to time.
Industry Ombudsman	means the industry ombudsman responsible for dealing with disputes under the Act .
meter	means the device and associated equipment owned by us used to measure the use of water or recycled water of a property.
Minister	means the Minister for Water and the River Murray.

network	<p>means:</p> <p>a) in respect of the water retail service, the water reticulation network or the dual reticulation recycled water network (as the case may be); and</p> <p>b) in respect of the sewerage retail service, the sewerage reticulation network.</p>
non-standard retail service	means a retail service and other services we may provide to customers on terms and conditions other than that set out in this contract , but such services do not include a retail service provided to customers with special characteristics as described in clause 22.4.
Non-residential customer	means a customer other than a residential customer .
recycled water	means dual reticulation recycled water produced from the treatment and disinfection of sewage and/or stormwater, resulting in a product suitable for irrigation and other purposes not constituting human consumption and supplied to a customer as a dual reticulation recycled water service.
Regulations	means the <i>Water Industry Regulations 2012 (SA)</i> as may be amended from time to time.
regulatory service standards	means any regulatory service standards applicable to the provision by us to you of a retail service as determined and published from time to time by ESCOSA .
residential customer	means a customer which acquires a retail service primarily for their own domestic purposes.
restricted wastewater	means anything you attempt to discharge through the sewerage system that is not domestic waste and includes trade waste.
retail service	has the meaning described in clause 3.1 of this contract , which services are provided by us under the terms and conditions of this standard contract .

sewage	includes any form of waste that may be appropriately removed or dealt with through the use of a sewerage retail service (but does not include trade waste).
sewerage retail service	means a service constituted by the collection, storage, treatment or conveyance of sewage through the use of our reticulated system; or any other service, or any service of a class, brought within the ambit of this definition by the Regulations .
sewerage reticulation network	means our system of sewer mains and service pipes for the collection of sewage from individual properties and conveyance to a point of treatment through the use of a reticulated system.
special characteristics	means the particular features or characteristics of the retail service relevant to your supply address as set out in Schedule 2.
supply address	means the property address at which the retail service is to be provided under this contract .
water	includes desalinated water and water that may include any material or impurities, but does not include recycled water or sewage .
water restrictions	means limitations on water or recycled water use proclaimed by the Minister from time to time.
water retail service	means a service constituted by the collection, storage, production, treatment, conveyance, reticulation or supply of water ; or any other service, or any service of a class, brought within the ambit of this definition by the Regulations .
water reticulation network	means our system of water mains and service pipes for the provision of water to two or more locations in the State.

34. SCHEDULE 2 – SPECIAL CHARACTERISTICS

[Retailer to detail any special characteristics of the retail service which may include, without limitation, special characteristics as to the quality, reliability, flow rate, continuity and other characteristics relevant to that retail service. If utilised, this Schedule is to be approved by ESCOSA prior to the contract taking effect].

STANDARD CUSTOMER SALE CONTRACT

WATER RETAIL SERVICE

This contract sets out the terms on which we will supply a water retail service to you, as a customer at your current supply address in accordance with the Water Industry Act 2012 (the Act).

These standard terms and conditions are published in accordance with section 36 of the Act. These standard terms and conditions will come into force on [insert date] and, when in force, the terms will, by law, be binding on us and you. The document does not have to be signed to be binding.

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1. THE PARTIES

1.1 This **contract** is between:

[Licensee] (ABN [*]) of [address] (referred to in this **contract** as “we”, “our”, or “us”); and

You, the **customer** as defined in the **Act** and to whom this **contract** applies (referred to in this **contract** as “you” or “your”)

2. DEFINITIONS

2.1 Words appearing in **bold** type like this are defined in Schedule 1 to this **contract**.

3. SERVICES PROVIDED UNDER THIS CONTRACT

3.1 This **contract** covers the sale and supply by us of a **water retail service** to your **supply address**.

3.2 We will provide your **water retail service** in accordance with all **applicable regulatory instruments**.

4. DOES THIS DOCUMENT APPLY TO YOU?

4.1 This document applies to you if:

- (a) your **supply address** receives, or will receive upon successful connection, our **water retail service** and you have not agreed to different terms and conditions with us;
- (b) you currently receive, or will receive upon successful connection, our **water retail service** with **special characteristics** relevant to the provision of that **water retail service**; or
- (c) you are required to pay us an **availability charge** under the **Regulations** but only for the purposes of clauses 7, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 28, 31 and 32 of this **contract**.

4.2 Unless otherwise agreed by the parties, this document does not apply where:

- (a) we provide you with a **non-standard water retail service**;
- (b) prior to the commencement of this **contract**, you were a **customer** receiving a **water retail service** from us pursuant to an existing written agreement and you have agreed to the continuation of that agreement until its term ends, at which point this **contract** takes effect; or
- (c) prior to the commencement of this **contract**, you were a **customer** receiving a **water retail service** from us and you were charged for that **water retail service** as a component of a rate notice issued under the Local Government Act 1999 and you have agreed to the continuation of that arrangement until its ends, at which point this **contract** takes effect.

5. CLASSIFICATION OF CUSTOMER CLASS

- 5.1 We may classify you as a **residential customer** or a **non-residential customer** in relation to **your supply address** after the commencement of this **contract** in accordance with **applicable regulatory instruments**.

6. COMMENCEMENT

- 6.1 If you are an existing **customer**, this **contract** will start on the day this document comes into force by publication under the provisions of the Act.
- 6.2 If you are an existing **customer** that will continue to receive a **water retail service** from us under an existing written agreement, this **contract** will start on the day following the termination of that existing written agreement.
- 6.3 If you are an existing **customer** receiving a **water retail service** from us and you are charged for that **water retail service** as a component of a rate notice issued under the Local Government Act 1999, this **contract** will start on the day following the termination of that statutory charging arrangement.
- 6.4 If you are a new **customer**, this **contract** starts on the date you apply for a connection in writing, satisfying all relevant pre-conditions and providing all required information.
- 6.5 If you are a person who becomes the registered proprietor of a **supply address** and clause 6.2 or 6.3 does not apply to you, this contract starts upon transfer of ownership of that **supply address** to you.

7. TERMINATION

- 7.1 We may terminate this **contract** with you in accordance with **applicable regulatory instruments** if:
- (a) the supply of the **water retail service** to your **supply address** has been disconnected in accordance with other provisions of this **contract** and you no longer have a right to be reconnected in accordance with clause 27;
 - (b) you are no longer the owner of the **supply address** and we have entered into a new **contract** with the new owner; or
 - (c) circumstances beyond our reasonable control mean that the water reticulation network and/or the **dual reticulation recycled water network** necessary to provide the **water retail service** to your **supply address** are no longer available.
- 7.2 You may terminate this **contract** with us at any point by providing us with 3 **business days'** notice, which may be given by:
- (a) personal contact;
 - (b) telephone;
 - (c) electronic mail; or
 - (d) writing to us.

- 7.3 All rights and obligations accrued before the end of this contract continue despite the end of this contract, including your obligation to pay any amounts due to us.
- 7.4 Your right to dispute a bill under clause 17 and recover amounts we have overcharged you in accordance with clause 19 continues despite the end of this contract.

8. WHAT YOU HAVE TO DO TO RECEIVE CONNECTION?

- 8.1 When you apply for a **water retail service** at your **supply address** we may require you to satisfy some pre-conditions. We will explain any pre-conditions that may apply to you when you apply to us for a **water retail service**.
- 8.2 Our obligation to sell or supply you with a **water retail service** at your **supply address** does not start until you satisfy our pre-conditions.

9. YOUR GENERAL OBLIGATIONS

9.1 Infrastructure:

- (a) You must arrange for all infrastructure on your side of the **connection point** to be properly maintained (which includes ensuring any work to be undertaken is done so by an appropriately licensed plumber).
- (b) If installation of internal infrastructure at your **supply address** is reasonably required in order for us to provide you a **retail service** then you must arrange for that infrastructure to be installed in compliance with any **applicable regulatory instruments** and by an appropriately licensed plumber.

9.2 Illegal use of water retail services:

- (a) You must only use the **water retail service** provided by us for lawful purposes and, if you are found to be illegally using our **water retail service**, or otherwise consuming our **water retail service** not in accordance with this **contract** or **applicable regulatory instruments**, we may:
 - (i) estimate the consumption for which **you** have not paid using an approved estimation method and bill **you** for that amount;
 - (ii) recover that amount from **you**, as well any costs associated with estimating the consumption; and
 - (iii) disconnect **your supply address** immediately.
- (b) By illegally using our **water retail service**, clauses 14 and 16 will not apply to you.

10. FEES AND CHARGES

10.1 Any **fees and charges** associated with the sale and supply of a **water retail service** to you are set out in the **Price List** published from time to time and available on our website [insert web address].

10.2 Changes in **fees and charges**

- (a) We have the right to change our **fees and charges** from time to time.
- (b) Any changes to **fees and charges** applicable to you will be re-published in the Gazette in accordance with section 36 of the **Act** and will be set out in the **Price List** published on our website.

10.3 GST

- (a) Amounts specified in our **Price List**, subject to amendment from time to time, and other amounts payable under this **contract** may be stated to be exclusive or inclusive of GST. Clause 10.3(b) applies unless an amount is stated to include GST.
- (b) Where an amount paid by you under this **contract** is payment for a “taxable supply” as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

11. TARIFF CHANGES

11.1 If we vary the type of tariff rate you are charged for your **water retail service**, we will notify you of the new tariff rate on your next bill.

11.2 Where this occurs within a billing cycle, we will calculate on a pro-rata basis using:

- (a) the old tariff rate up to and including the effective date for the change; or
- (b) the new tariff rate from the effective date to the end of the billing cycle.

12. BILLING

12.1 We will use our **best endeavours** to issue you a bill at least quarterly.

12.2 We may enter into an agreement with you to a different billing cycle with a regular recurrent period that differs to clause 12.1.

12.3 If we charge you for a **water retail service** as a component of a rate notice issued under the Local Government Act 1999, the rate notice will separately identify the cost of the **water retail service** and will include the particulars in clause 12.5.

12.4 We will prepare a bill so that you can easily verify that the bill conforms to this **contract** and it will include at least the particulars required by the **Code**, except in circumstances permitted by **ESCOSA**.

- 12.5 Unless otherwise agreed with you, you must pay the amount shown on each bill by the date for payment (the pay-by date). The pay-by date will be no earlier than 12 **business days** from the date we send the bill.
- 12.6 If you have not paid a bill by the pay-by date, we will send you a reminder notice. This will give you a further pay-by date which will not be less than 6 **business days** after we issue the notice.

13. PAYMENT METHODS

- 13.1 The payment methods we offer will be listed on your bill and are subject to change from time to time. At a minimum we will offer you the ability to pay your bills:
- (a) in person,
 - (b) by mail,
 - (c) by direct debit; or
 - (d) by **Centrepay** (for **residential customers**).
- 13.2 If you pay us by cheque, direct debit from and account with an **ADI** or by credit card and the payment is dishonoured or reversed, which results in us incurring a fee, we may recover the amount of that fee from you.

14. FLEXIBLE PAYMENT ARRANGEMENTS

- 14.1 We offer flexible payment plans in accordance with this clause if you are a **residential customer** experiencing payment difficulties and you inform us in writing or by telephone that you are experiencing payment difficulties.
- 14.2 **Residential customers** experiencing payment difficulties are offered the following flexible payment options:
- (a) a system or arrangement under which a **residential customer** may make payments in advance towards future bills;
 - (b) an interest and fee free payment plan or other arrangement under which the **residential customer** is given more time to pay a bill or to pay arrears (including any restriction, disconnection or restoration charges); and
 - (c) redirection of your bill as requested by you.

15. PAYMENT DIFFICULTIES

- 15.1 If you are experiencing payment difficulty, we will provide you with information about:
- (a) Our flexible payment arrangements;
 - (b) Our **residential customer hardship policy**;
 - (c) Government concessions; and
 - (d) Independent financial and other relevant counselling services.

16. **HARDSHIP POLICY**

16.1 We offer a **Hardship Policy** to all our **residential customers**.

16.2 Pursuant to the **Hardship Policy** we will:

- (a) have a process to identify if you are experiencing payment difficulties due to **financial hardship**;
- (b) have a process for early response to **customers** identified as experiencing payment difficulties due to hardship;
- (c) have processes in place to adequately train hardship staff;
- (d) offer alternative payment options including instalment plans;
- (e) offer **Centrepay** to **residential customers**;
- (f) have processes in place to identify appropriate government concession programs and financial counselling services where appropriate and advise **residential customers**;
- (g) provide information on the processes or programs available to **customers** to improve their **water** efficiency; and
- (h) provide information on the circumstances in which the **customer** will cease being eligible for the hardship program.

16.3 The **Hardship Policy** (as amended from time to time) and further details are available on our website.

17. **BILLING DISPUTES**

17.1 If you disagree with the amount you have been charged, you can ask us to review your bill in accordance with our **Enquiries, Complaints and Dispute Resolution Process** under clause 28.

17.2 We will review your bill and inform you of the outcome of that review as soon as reasonably possible and, in any event, within 30 **business days**.

17.3 Where we are reviewing a bill, we may require you to pay:

- (a) the greater of:
 - (i) that portion of the bill under review that we agree is not in dispute; or
 - (ii) an amount equal to the average amount of your bills in the previous 12 months (excluding the bill in dispute); and
- (b) any future bills that are properly due.

17.4 Where, after conducting a review of the bill, we are satisfied that it is:

- (a) correct, we may require you pay the amount of that bill which is still outstanding; or
- (b) incorrect, we:
 - (i) will correct your bill;
 - (ii) will refund (or set off against the amount in clause 17.4(b)(iii) any fee paid in advance;
 - (iii) may require you pay the amount of that bill which is still outstanding; and
 - (iv) will advise you of the existence of our **Enquiries, Complaints and Dispute Resolution Process** under clause 28.

17.5 If you advise us that you are not satisfied with our decision, we will inform you that you may lodge a dispute with:

- (a) our external dispute resolution body; or
- (b) the industry ombudsman scheme (if we are a participant in that scheme).

18. UNDERCHARGING

18.1 Where you have been undercharged we will inform you and we may recover from you any amount you have been undercharged.

18.2 Where any amount undercharged is as a result of an act or omission on our part we will recover only the amounts owed to us in the 12 months prior to us advising you in writing that there has been an error.

18.3 We will list the amount to be recovered as a separate item in a special bill or on the next bill, together with an explanation of that amount.

18.4 We will not charge you interest on amounts recovered due to an error on our part and we will offer you a period of time to repay the amounts undercharged at least equal to the period of undercharging if less than 12 months or 12 months in any other case.

19. OVERCHARGING

19.1 If we overcharge you due to an act or omission on our part, we will use our **best endeavours** to advise you within 10 **business days** of us becoming aware of the error.

19.2 If we have overcharged you and you have already paid your bill, we will:

- (a) credit the amount to your account and it will be deducted from your next bill; or
- (b) if you have ceased to purchase a **water retail service** from us, repay that amount to you within 10 **business days**.

20. DEBT RECOVERY

20.1 We will not commence proceedings for the recovery of a debt relating to the sale and supply of a **water retail service** by us if:

- (a) you continue to adhere to the terms of a flexible payment plan or other agreed payment arrangement; or
- (b) we have failed to comply with the requirements of:
 - (i) our **Hardship Policy** in relation to you; or
 - (ii) this contract relating to non-payment of bills, payment plans and providing assistance to **residential customers** experiencing payment difficulties; or
- (c) you currently have a flow restriction device installed at the relevant **supply address** in accordance with clause 23.

21. INTERRUPTIONS

21.1 We will use our **best endeavours** to minimise the frequency and duration of interruptions or limitations to supply of your **water retail service**.

21.2 We may interrupt the supply of your **water retail service** in the following instances:

- (a) for maintenance;
- (b) for repair;
- (c) for augmentations to the **network**;
- (d) in the event of emergencies; or
- (e) for health and safety reasons.

21.3 In the event of an unplanned interruption, we will use our **best endeavours** to restore your **water retail service** as soon as practically possible and within the timeframes specified in the **regulatory service standards**.

21.4 Where a planned interruption is required, we will use our **best endeavours** to provide you with at least 4 **business days'** notice prior to planned works that will cause an interruption to your **water retail service**. This notice will be in writing where practicable but may be by radio or newspaper.

22. QUALITY, SAFETY AND RELIABILITY OF SUPPLY

22.1 Quality

- (a) Where your **water retail service** comprises of drinking **water**, we will provide that drinking water in accordance with all relevant health, environmental and other **applicable regulatory requirements**.
- (b) Our obligation under in clause 22.1(a) is limited to the extent that such quality is adversely affected by your actions or equipment and the terms of this **contract**.
- (c) Where your **water retail service** comprises non-drinking water (including **recycled water**) we will provide such a **water retail service** on the basis that such **water** is not intended for human consumption and otherwise may only be used for purposes as advised by us. If such a **water retail service** is provided by us, it will be supplied in accordance with all relevant health, environmental and other **applicable regulatory requirements** applicable to non-drinking **water**.
- (d) If we need to reclassify your **water retail service** from drinking water to non-drinking water or vice versa, we will do so only in accordance with **applicable regulatory instruments** and notify you immediately if reclassification is to occur.

22.2 Reliability

- (a) We will use our **best endeavours** to provide you with a **water** flow rate to meet your reasonable needs. Please note that, for some **customers**, the flow rate may not be sufficient for all purposes without the provision of additional on-site **water** infrastructure. You are responsible for arranging and covering the costs of such additional onsite **water** infrastructure, which must be installed by an appropriately licensed plumber.
- (b) We will notify you under clause 22.4 if, due to the **special characteristics** of your **water retail service**, we are unable to provide you with such a flow rate.

22.3 Water retail service with special characteristics

- (a) If, prior to the commencement of this **contract**, you were a **customer** that we supplied a **water retail service** to with conditions as set out under a separate agreement, or without a formal agreement in place, this **contract** will now apply to the provision of that **water retail service** and the **special characteristics** applicable to that **water retail service** will apply.
- (b) We will advise you of the **special characteristics** of the **water retail service** applicable to you under this **contract**. For existing **customers**, we will advise you on commencement of this **contract**. For new **customers** we will advise you upon assessment of an application by you for a **water retail service** under this **contract**.

23. LIFE SUPPORT EQUIPMENT

23.1 If you, or someone you reside with has a medical condition where the continuation of a **water retail service** is critical for the operation of a life support equipment (as defined in the **Code**) you must:

- (a) notify us, with confirmation from a registered medical practitioner, that a person residing at the **residential customer's supply address** requires that continued use of life support equipment; and
- (b) inform us if the person for whom the life support requirement is required vacates the **supply address** or no longer requires the life support equipment.

23.2 We may rely on advice from a medical practitioner or hospital that life support equipment is no longer required at the **supply address**.

23.3 Once we are notified under this clause, but subject to clause 23.1(b), we will:

- (a) register the **supply address** as a life support equipment address;
- (b) not arrange for the disconnection or restriction of the supply to that **supply address** while the person continues to reside at that address and required the use of a life support equipment; and
- (c) provide you with:
 - (i) at least 4 **business days'** written notice of any planned interruptions to supply at the **supply address**;
 - (ii) advice there is likely to be a planned interruption to the supply at the **supply address**; and
 - (iii) an emergency telephone contact number (which is printed on your bill or available on our website).

24. RESTRICTIONS

24.1 Residential Customers

- (a) If you are a **residential customer**, we may, subject to compliance with the **Code**, arrange for the restriction of the supply of your **water retail service** to you where:
 - (i) you have not paid a bill or bills within the required timeframes;
 - (ii) you have not agreed to an offer of a flexible payment plan under clause 14 or another payment option to pay a bill;
 - (iii) you have not adhered to your obligations to make payments in accordance with the flexible payment plan or another payment option relating to the payment of bills;

- (iv) you have not complied with the terms of our **Hardship Policy** referred to in clause 16 resulting in you being removed from that hardship program;
 - (v) you have not allowed entry to a water industry officer appointed under the **Act** for the purposes consistent with carrying out duties in accordance with **applicable regulatory instruments**; or
 - (vi) you have used the **water retail service** illegally.
- (b) Before undertaking any arrangements for the restriction of supply of **water retail services** to your apply address for failure to pay a bill, we will:
- (i) use our **best endeavours** to contact you personally by the methods outline in the **Code**;
 - (ii) give you information about the terms of our **Hardship Policy** and assess your eligibility for participation in our **Hardship Policy**;
 - (iii) give you information on government funded concessions, if applicable, and refer you to the organisation responsible for that concession;
 - (iv) give you a reminder notice;
 - (v) after the expiry of the period referred to in the reminder notice, give you a written restriction warning notice in accordance with clause 25; and
 - (vi) advise you of the existence and operation of our external dispute resolution body or the industry ombudsman scheme (if we are a participant in that scheme).

24.2 Non-residential Customers

- (a) If you are a **non-residential customer**, we may, subject to compliance with the **Code**, arrange for the restriction of the supply of your **water retail service** at any of your **supply addresses** at which a **water retail service** is provided where:
- (i) you have not paid a bill or bills within the required timeframes;
 - (ii) you have not allowed entry to a water industry officer appointed under the **Act** for the purposes consistent with carrying out duties in accordance with **applicable regulatory instruments**; or
 - (iii) you have used the **water retail service** illegally.

- (b) Before undertaking any arrangements for the restriction of supply of **water retail services** to your supply address for failure to pay a bill, we will:
 - (i) use our **best endeavours** to contact you personally by the methods outline in the **Code**;
 - (ii) offer you an extension of time to pay on terms and conditions (which may include the payment of interest approved by **ESCOSA** from time to time);
 - (iii) give you a reminder notice;
 - (iv) after the expiry of the period referred to in the reminder notice, give you a written restriction warning notice in accordance with clause 25; and
 - (v) advise you of the existence and operation of our external dispute resolution body or the industry ombudsman scheme (if we are a participant in that scheme).

24.3 Subject to compliance with the **Code**, we may restrict the supply of a **water retail service** to a **supply address** immediately if you:

- (a) have refused or failed to accept the offer of a flexible payment plan in accordance with clause 14 before the expiry of the 5 **business days** period in the restriction warning; or
- (b) have accepted the offer of a flexible payment plan in accordance with clause 14, but have refused or failed to take reasonable actions towards settling the debt before the expiry of the 5 **business days** period in the restriction warning.

24.4 The restriction of supply of **water retail services** under clause 24.1 or 24.2 will be no less than the minimum flow rate prescribed by **ESCOSA** by notice in writing from time to time.

25. RESTRICTION WARNING NOTICE

25.1 Prior to commencing action to restrict the supply of a **water retail service** to you, we will issue a restriction warning notice to you that:

- (a) states the date of its issue;
- (b) states the matter giving rise to the potential restriction of your **supply address**;
- (c) where the notice has been issued for not paying a bill:
 - (i) state the date on which the restriction warning notice ends; and
 - (ii) state that payment of the bill must be made during the restriction warning notice period;

- (d) for matters other than not paying a bill, allow a period of not fewer than 5 **business days** after the date of issue for you to rectify the matter before restriction occurs;
- (e) inform you of applicable restoration procedures and any charges for restoration (if applicable);
- (f) include details of our telephone number for complaints and disputes; and
- (g) include details of the existence and operation of our external dispute resolution body or the industry ombudsman scheme (if we are a participant in that scheme).

26. DISCONNECTIONS

- 26.1 We will not disconnect your **water retail service** for non-payment of a bill or bills. However, we may restrict your water retail service in accordance with clause 24.
- 26.2 Subject to any **applicable regulatory instruments** that prohibit disconnection, we may only arrange for the disconnection of your **retail service** if you have:
- (a) requested that disconnection;
 - (b) used the **water retail service** illegally; or
 - (c) refused entry to a water industry officer appointed under the **Act** for a purpose consistent with carrying out duties in accordance with **applicable regulatory instruments**.
- 26.3 If you request us to arrange for the preparation and issue of a final bill, or the disconnection of, your **supply address**, we will use our **best endeavours** to arrange for that final bill (in circumstances where final bills can be issued) or, subject to any **applicable regulatory instruments** that prohibit disconnection, arrange the disconnection in accordance with your request.
- 26.4 We will inform you of any fees or charges that you will remain liable for under the Local Government Act 1999 or the Roxby Downs (Indenture Ratification) Act 1982 notwithstanding a disconnection under this clause.

27. RESTORATION OF WATER RETAIL SERVICE

- 27.1 If we have disconnected or restricted the supply of your **water retail service** to you, we will use our **best endeavours** to arrange for the reconnection or removal of flow restrictions within a time agreed with you, subject to:
- (a) clause 9.2;
 - (b) the reasons for the disconnection or restriction being rectified by you; and
 - (c) you have paid the appropriate charge for reconnection or removal of **water** flow restriction (if applicable).

- 27.2 If you are a **residential customer**, we will not charge a restoration fee where you are experiencing **financial hardship** and should have been identified as eligible for our **Hardship Policy**, so long as you agree to participate in our hardship program upon restoration.
- 27.3 We will use our **best endeavours** to reconnect or remove **water** flow restrictions within the timeframes required by the **regulatory service standards**.

28. ENQUIRIES, COMPLAINTS AND DISPUTE RESOLUTION

- 28.1 If you have an enquiry or complaint relating to our water retail service or related matter, you can contact us on **[insert contact details]**.
- 28.2 You may make a complaint to us regarding our services or compliance with this **contract**. We will address your complaint in the manner set out in our procedures for the management and resolution of customer enquiries and disputes. For further information regarding this process please refer to our website.
- 28.3 If you are not satisfied with the solution offered or action taken by us in response to your complaint you may have the complaint reviewed by one of our senior managers under our procedures for the management and resolution of customer enquiries and disputes.
- 28.4 If you are not satisfied with the outcome of our internal dispute resolution process you may refer the matter to our external resolution body or the **Industry Ombudsman** (if we are a participant in that scheme) for external dispute resolution.

29. RIGHT TO ENTER

- 29.1 In the case of an emergency or on agreement with you, we will enter your property to perform planned or unplanned maintenance to our infrastructure located at your **supply address**, in each case in accordance with sections 44 and 45 of the **Act**.

30. FORCE MAJEURE

- 30.1 If, but for this clause, either party would breach this **contract** due to the occurrence of a **force majeure event**:
- (a) the obligations of the party under this **contract**, other than an obligation to pay money, are suspended to the extent to which they are affected by the **force majeure event** for so long as the **force majeure event** continues; and
 - (b) the affected party must use its **best endeavours** to give the other party prompt notice of that fact including full particulars of the **force majeure event**, an estimate of its likely duration, the obligations affected by it and the extent of its effects on those obligations and the steps taken to remove, overcome or minimise those effects.

- 30.2 For the purposes of this clause, if the effects of a **force majeure event** are widespread we will be deemed to have given you prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the **force majeure event** or otherwise as soon as practicable.
- 30.3 Either party relying on this clause by claiming a **force majeure event** must use its **best endeavours** to remove, overcome or minimise the effects of that **force majeure event** as quickly as practicable.
- 30.4 Nothing in this clause will require a party to settle an industrial dispute which constitutes a **force majeure event** in any manner other than the manner preferred by that party.

31. INFORMATION AND PRIVACY

- 31.1 We will keep your personal information confidential in accordance with applicable laws and our privacy policy.
- 31.2 We will also provide any relevant information to authorities in the event that you are under investigation for illegal use of our services or of any other crime.
- 31.3 By accepting a **water retail service** under this **contract** you are agreeing to the release of billing data to a tenant of your **supply address**, in accordance with processes approved by **ESCOSA** from time to time.

32. GENERAL

32.1 Applicable law

The laws in force in the State of South Australia govern this **contract**.

32.2 Referral of Our Obligations

Some obligations placed on us under this **contract** may be carried out by others engaged by us to perform the obligations on our behalf.

32.3 Amending the contract

This **contract** may only be amended in accordance with the **Code**. We will publish any amendments to this **contract** on our website.

32.4 The Code

If the **Code** grants us a right which may be included in this **contract**, our rights under this **contract** are deemed to include such a right.

33. SCHEDULE 1 – DEFINITIONS

The following words have the attributed meaning for the purposes of this contract.

Act	means the <i>Water Industry Act 2012 (SA)</i> as amended from time to time.
applicable regulatory instruments	means any Act (including without limitation, the Act) or regulatory instrument made under an Act (including without limitation, the Regulations), or the Code or any other industry code, guideline, or other regulatory instrument issued by ESCOSA which applies to us.
ADI	means an authorised deposit taking institution within the meaning of the <i>Banking Act 1959 (Cth)</i> as defined in section 4 of the <i>Acts Interpretation Act 1915 (SA)</i> .
availability charge	a charge for the availability of a service (rather than the use of it). <i>The Local Government Act 1999/Roxby Downs Indenture Ratification Act 1982</i> allows us to recover this availability charge from you where our water infrastructure runs adjacent to your property.
best endeavours	means to act in good faith and use all reasonable efforts, skill and resources.
business day	means a day that is not a Saturday, a Sunday or a public holiday in the State of South Australia.
Centrepay	a free service for customers whereby bills may be paid as regular deductions from the customer's government welfare payments.
Code	means the Water Retail Code – Minor and Intermediate Retailers published by ESCOSA as amended from time to time.
connection point	means, in respect of a water retail service , the outlet of the meter at your supply address which then connects to the water reticulation network or, in respect of the dual reticulation recycled water service , the outlet of the meter at your supply address which then connects to the dual reticulation recycled water network .
contract	means this contract which has been approved by ESCOSA under clause 2.1 of the Code .
customer	means a customer as defined under section 4 of the Act .
designated dual reticulation area	means the area where we provide a dual reticulation recycled water service as published on our website from time to time.
dual reticulation recycled water network	means our system of water mains and service pipes for the provision of recycled water to 2 or more locations in the State.

dual reticulation recycled water service	means, in relation to the designated dual reticulation area only, the service of providing recycled water to your supply address using our dual reticulation recycled water network .
Enquiries, Complaints and Dispute Resolution Process	means our enquiries, complaints and dispute resolution process as published on our website and as may be amended from time to time.
ESCOSA	means the Essential Services Commission of South Australia, a body created under the <i>Essential Services Commission Act 2002 (SA)</i> .
fees and charges	means our fees and charges as specified in our Price List .
Price List	means the fees and charges schedule published by us on our website and in the Gazette as may be amended from time to time.
financial hardship	means a situation defined by reasonable assessment by us as a customer having desire to pay an account but being absent of the means to pay the account within 3 months of the due date despite all best efforts.
force majeure event	means an event outside the control of us, the occurrence of which could not be reasonably foreseen by us, or if it could be foreseen, could not reasonably have been guarded against.
Hardship Policy	means our financial hardship policy as published on our website and as may be amended from time to time.
Industry Ombudsman	means the industry ombudsman responsible for dealing with disputes under the Act .
meter	means the device and associated equipment owned by us used to measure the use of water or recycled water of a property.
Minister	means the Minister for Water and the River Murray.
network	Means in respect of the water retail service , the water reticulation network or the dual reticulation recycled water network (as the case may be).
non-standard water retail service	means a water retail service we may provide to customers on terms and conditions other than that set out in this contract , but such services do not include a water retail service provided to customers with special characteristics as described in clause 22.4.

Non-residential customer	means a customer other than a residential customer .
recycled water	means dual reticulation recycled water produced from the treatment and disinfection of sewage and/or stormwater, resulting in a product suitable for irrigation and other purposes not constituting human consumption and supplied to a customer as a dual reticulation recycled water service.
Regulations	means the <i>Water Industry Regulations 2012 (SA)</i> as may be amended from time to time.
regulatory service standards	means the regulatory service standards applicable to the provision by us to you of a retail service as determined and published from time to time by ESCOSA .
residential customer	means a customer which acquires a retail service primarily for their own domestic purposes.
sewage	includes any form of waste that may be appropriately removed or dealt with through the use of a sewerage retail service (but does not include trade waste).
special characteristics	means the particular features or characteristics of the retail service relevant to your supply address as set out in Schedule 2.
supply address	means the property address at which the water retail service is to be provided under this contract .
water	includes desalinated water and water that may include any material or impurities, but does not include recycled water or sewage .
water restrictions	means limitations on water or recycled water use proclaimed by the Minister from time to time.
water retail service	means a service constituted by the collection, storage, production, treatment, conveyance, reticulation or supply of water ; or any other service, or any service of a class, brought within the ambit of this definition by the Regulations .
water reticulation network	means our system of water mains and service pipes for the provision of water to 2 or more locations in the State.

34. SCHEDULE 2 – SPECIAL CHARACTERISTICS

[Retailer to detail special characteristics of the water retail service which may include, without limitation, special characteristics as to the quality, reliability, flow rate, continuity and other characteristics relevant to that water retail service. If utilised, this Schedule is to be approved by ESCOSA prior to the contract taking effect].

STANDARD CUSTOMER SALE CONTRACT

SEWERAGE RETAIL SERVICE

This contract sets out the terms on which we will supply a sewerage retail service to you, as a customer at your current supply address in accordance with the Water Industry Act 2012 (the Act).

These standard terms and conditions are published in accordance with section 36 of the Act. These standard terms and conditions will come into force on [insert date] and, when in force, the terms will, by law, be binding on us and you. The document does not have to be signed to be binding.

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1. THE PARTIES

1.1 This **contract** is between:

[Licensee] (ABN [*]) of [address] (referred to in this **contract** as “we”, “our”, or “us”); and

You, the **customer** as defined in the **Act** and to whom this **contract** applies (referred to in this **contract** as “you” or “your”)

2. DEFINITIONS

2.1 Words appearing in **bold** type like this are defined in Schedule 1 to this **contract**.

3. SERVICES PROVIDED UNDER THIS CONTRACT

3.1 This **contract** covers the sale and supply by us of a **sewerage retail service** to your **supply address**.

3.2 We will provide your **sewerage retail service** in accordance with all **applicable regulatory instruments**.

4. DOES THIS DOCUMENT APPLY TO YOU?

4.1 This document applies to you if:

- (a) your **supply address** receives, or will receive upon successful connection, our **sewerage retail service** and you have not agreed to different terms and conditions with us;
- (b) you currently receive, or will receive upon successful connection, our **sewerage retail service** with **special characteristics** relevant to the provision of that **sewerage retail service**; or
- (c) you are required to pay us an **availability charge** under the **Regulations** but only for the purposes of clauses 7, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 28, 31 and 29 of this **contract**.

4.2 Unless otherwise agreed by the parties, this document does not apply where:

- (a) we provide you with a **non-standard sewerage retail service**;
- (b) prior to the commencement of this **contract**, you were a **customer** receiving a **sewerage retail service** from us pursuant to an existing written agreement and you have agreed to the continuation of that agreement until its term ends, at which point this **contract** takes effect; or
- (c) prior to the commencement of this **contract**, you were a **customer** receiving a **sewerage retail service** from us and you were charged for that **sewerage retail service** as a component of a rate notice issued under the Local Government Act 1999 and you have agreed to the continuation of that arrangement until its ends, at which point this **contract** takes effect.

5. CLASSIFICATION OF CUSTOMER CLASS

- 5.1 We may classify you as a **residential customer** or a **non-residential customer** in relation to **your supply address** after the commencement of this **contract** in accordance with **applicable regulatory instruments**.

6. COMMENCEMENT

- 6.1 If you are an existing **customer**, this **contract** will start on the day this document comes into force by publication under the provisions of the Act.
- 6.2 If you are an existing **customer** that will continue to receive a **sewerage retail service** from us under an existing written agreement, this **contract** will start on the day following the termination of that existing written agreement.
- 6.3 If you are an existing **customer** receiving a **sewerage retail service** from us and you are charged for that **sewerage retail service** as a component of a rate notice issued under the Local Government Act 1999, this **contract** will start on the day following the termination of that statutory charging arrangement.
- 6.4 If you are a new **customer**, this **contract** starts on the date you apply for a connection in writing, satisfying all relevant pre-conditions and providing all required information.
- 6.5 If you are a person who becomes the registered proprietor of a **supply address** and clause 6.2 or 6.3 does not apply to you, this contract starts upon transfer of ownership of that **supply address** to you.

7. TERMINATION

- 7.1 We may terminate this **contract** with you in accordance with **applicable regulatory instruments** if:
- (a) the supply of the **sewerage retail service** to your **supply address** has been disconnected in accordance with other provisions of this **contract**;
 - (b) you are no longer the owner of the **supply address** and we have entered into a new **contract** with the new owner; or
 - (c) circumstances beyond our reasonable control mean that the **sewerage reticulation network** necessary to provide the **sewerage retail service** to your **supply address** are no longer available.
- 7.2 You may terminate this **contract** with us at any point by providing us with **3 business days'** notice, which may be given by:
- (a) personal contact;
 - (b) telephone;
 - (c) electronic mail; or
 - (d) writing to us.

- 7.3 All rights and obligations accrued before the end of this contract continue despite the end of this contract, including your obligation to pay any amounts due to us.
- 7.4 Your right to dispute a bill under clause 17 and recover amounts we have overcharged you in accordance with clause 19 continues despite the end of this contract.

8. WHAT YOU HAVE TO DO TO RECEIVE CONNECTION?

- 8.1 When you apply for a **sewerage retail service** at your **supply address** we may require you to satisfy some pre-conditions. We will explain any pre-conditions that may apply to you when you apply to us for a **sewerage retail service**.
- 8.2 Our obligation to sell or supply you with a **sewerage retail service** at your **supply address** does not start until you satisfy our pre-conditions.

9. YOUR GENERAL OBLIGATIONS

9.1 Infrastructure:

- (a) You must arrange for all infrastructure on your side of the **connection point** to be properly maintained (which includes ensuring any work to be undertaken is done so by an appropriately licensed plumber).
- (b) If installation of internal infrastructure at your **supply address** is reasonably required in order for us to provide you a **retail service** then you must arrange for that infrastructure to be installed in compliance with any **applicable regulatory instruments** and by an appropriately licensed plumber.

9.2 Illegal use of sewerage retail services:

- (a) You must only use the **sewerage retail service** provided by us for lawful purposes and, if you are found to be illegally accessing our **sewerage retail service**, or otherwise using our **sewerage retail service** not in accordance with this **contract** or **applicable regulatory instruments**, we may:
 - (i) estimate the use for which **you** have not paid using an approved estimation method and bill **you** for that amount;
 - (ii) recover that amount from **you**, as well any costs associated with estimating the consumption; and
 - (iii) disconnect **your supply address** immediately.
- (b) By illegally using our **sewerage retail service**, clauses 14 and 16 will not apply to you.

10. FEES AND CHARGES

10.1 Any **fees and charges** associated with the sale and supply of a **sewerage retail service** to you are set out in the **Price List** published from time to time and available on our website [[insert web address](#)].

10.2 Changes in **fees and charges**

- (a) We have the right to change our **fees and charges** from time to time.
- (b) Any changes to **fees and charges** applicable to you will be re-published in the Gazette in accordance with section 36 of the **Act** and will be set out in the **Price List** published on our website.

10.3 GST

- (a) Amounts specified in our **Price List**, subject to amendment from time to time, and other amounts payable under this **contract** may be stated to be exclusive or inclusive of GST. Clause 10.3(b) applies unless an amount is stated to include GST.
- (b) Where an amount paid by you under this **contract** is payment for a “taxable supply” as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

11. TARIFF CHANGES

11.1 If we vary the type of tariff rate you are charged for your **sewerage retail service**, we will notify you of the new tariff rate on your next bill.

11.2 Where this occurs within a billing cycle, we will calculate on a pro-rata basis using:

- (a) the old tariff rate up to and including the effective date for the change; or
- (b) the new tariff rate from the effective date to the end of the billing cycle.

12. BILLING

12.1 We will use our **best endeavours** to issue you a bill at least quarterly.

12.2 We may enter into an agreement with you to a different billing cycle with a regular recurrent period that differs to clause 12.1.

12.3 If we charge you for a **sewerage retail service** as a component of a rate notice issued under the Local Government Act 1999, the rate notice will separately identify the cost of the **sewerage retail service** and will include the particulars in clause 12.5.

12.4 We will prepare a bill so that you can easily verify that the bill conforms to this **contract** and it will include at least the particulars required by the **Code**, except in circumstances permitted by **ESCOSA**.

- 12.5 Unless otherwise agreed with you, you must pay the amount shown on each bill by the date for payment (the pay-by date). The pay-by date will be no earlier than 12 **business days** from the date we send the bill.
- 12.6 If you have not paid a bill by the pay-by date, we will send you a reminder notice. This will give you a further pay-by date which will not be less than 6 **business days** after we issue the notice.

13. PAYMENT METHODS

- 13.1 The payment methods we offer will be listed on your bill and are subject to change from time to time. At a minimum we will offer you the ability to pay your bills:
- (a) in person,
 - (b) by mail,
 - (c) by direct debit; or
 - (d) by **Centrepay** (for **residential customers**).
- 13.2 If you pay us by cheque, direct debit from and account with an **ADI** or by credit card and the payment is dishonoured or reversed, which results in us incurring a fee, we may recover the amount of that fee from you.

14. FLEXIBLE PAYMENT ARRANGEMENTS

- 14.1 We offer flexible payment plans in accordance with this clause if you are a **residential customer** experiencing payment difficulties and you inform us in writing or by telephone that you are experiencing payment difficulties.
- 14.2 **Residential customers** experiencing payment difficulties are offered the following flexible payment options:
- (a) a system or arrangement under which a **residential customer** may make payments in advance towards future bills;
 - (b) an interest and fee free payment plan or other arrangement under which the **residential customer** is given more time to pay a bill or to pay arrears (including any restriction, disconnection or restoration charges); and
 - (c) redirection of your bill as requested by you.

15. PAYMENT DIFFICULTIES

- 15.1 If you are experiencing payment difficulty, we will provide you with information about:
- (a) Our flexible payment arrangements;
 - (b) Our **residential customer hardship policy**;
 - (c) Government concessions; and
 - (d) Independent financial and other relevant counselling services.

16. **HARDSHIP POLICY**

16.1 We offer a **Hardship Policy** to all our **residential customers**.

16.2 Pursuant to the **Hardship Policy** we will:

- (a) have a process to identify if you are experiencing payment difficulties due to **financial hardship**;
- (b) have a process for early response to **customers** identified as experiencing payment difficulties due to hardship;
- (c) have processes in place to adequately train hardship staff;
- (d) offer alternative payment options including instalment plans;
- (e) offer **Centrepay** to **residential customers**;
- (f) have processes in place to identify appropriate government concession programs and financial counselling services where appropriate and advise **residential customers**; and
- (g) provide information on the circumstances in which the **customer** will cease being eligible for the hardship program.

16.3 The **Hardship Policy** (as amended from time to time) and further details are available on our website.

17. **BILLING DISPUTES**

17.1 If you disagree with the amount you have been charged, you can ask us to review your bill in accordance with our **Enquiries, Complaints and Dispute Resolution Process** under clause 28.

17.2 We will review your bill and inform you of the outcome of that review as soon as reasonably possible and, in any event, within 30 **business days**.

17.3 Where we are reviewing a bill, we may require you to pay:

- (a) the greater of:
 - (i) that portion of the bill under review that we agree is not in dispute;
or
 - (ii) an amount equal to the average amount of your bills in the previous 12 months (excluding the bill in dispute); and
- (b) any future bills that are properly due.

17.4 Where, after conducting a review of the bill, we are satisfied that it is:

- (a) correct, we may require you pay the amount of that bill which is still outstanding; or
- (b) incorrect, we:
 - (i) will correct your bill;
 - (ii) will refund (or set off against the amount in clause 17.4(b)(iii) any fee paid in advance;
 - (iii) may require you pay the amount of that bill which is still outstanding; and
 - (iv) will advise you of the existence of our **Enquiries, Complaints and Dispute Resolution Process** under clause 28.

17.5 If you advise us that you are not satisfied with our decision, we will inform you that you may lodge a dispute with:

- (a) our external dispute resolution body; or
- (b) the industry ombudsman scheme (if we are a participant in that scheme).

18. UNDERCHARGING

18.1 Where you have been undercharged we will inform you and we may recover from you any amount you have been undercharged.

18.2 Where any amount undercharged is as a result of an act or omission on our part we will recover only the amounts owed to us in the 12 months prior to us advising you in writing that there has been an error.

18.3 We will list the amount to be recovered as a separate item in a special bill or on the next bill, together with an explanation of that amount.

18.4 We will not charge you interest on amounts recovered due to an error on our part and we will offer you a period of time to repay the amounts undercharged at least equal to the period of undercharging if less than 12 months or 12 months in any other case.

19. OVERCHARGING

19.1 If we overcharge you due to an act or omission on our part, we will use our **best endeavours** to advise you within 10 **business days** of us becoming aware of the error.

19.2 If we have overcharged you and you have already paid your bill, we will:

- (a) credit the amount to your account and it will be deducted from your next bill; or
- (b) if you have ceased to purchase a **sewerage retail service** from us, repay that amount to you within 10 **business days**.

20. DEBT RECOVERY

20.1 We will not commence proceedings for the recovery of a debt relating to the sale and supply of a **sewerage retail service** by us if:

- (a) you continue to adhere to the terms of a flexible payment plan or other agreed payment arrangement; or
- (b) we have failed to comply with the requirements of:
 - (i) our **Hardship Policy** in relation to you; or
 - (ii) this contract relating to non-payment of bills, payment plans and providing assistance to **residential customers** experiencing payment difficulties.

21. INTERRUPTIONS

21.1 We will use our **best endeavours** to minimise the frequency and duration of interruptions or limitations to supply of your **sewerage retail service**.

21.2 We may interrupt the supply of your **sewerage retail service** in the following instances:

- (a) for maintenance;
- (b) for repair;
- (c) for augmentations to the **network**;
- (d) in the event of emergencies; or
- (e) for health and safety reasons.

21.3 In the event of an unplanned interruption, we will use our **best endeavours** to restore your **sewerage retail service** as soon as practically possible and within the timeframes specified in the **regulatory service standards**.

21.4 Where a planned interruption is required, we will use our **best endeavours** to provide you with at least 4 **business days'** notice prior to planned works that will cause an interruption to your **sewerage retail service**. This notice will be in writing where practicable but may be by radio or newspaper.

22. QUALITY, SAFETY AND RELIABILITY OF SUPPLY

22.1 Reliability

- (a) If you are connected to our **sewerage reticulation network**, then we will use our **best endeavours** to provide you with a **sewerage retail service** to meet your reasonable needs for the discharge of **domestic waste** in accordance with all relevant health, environmental and other **applicable regulatory requirements**.
- (b) We will use our **best endeavours** to ensure that there are no sewer overflows at the **supply address** due to a failure in the **sewerage reticulation network**. In the event of sewer overflow due to our negligence, we will use our **best endeavours** to ensure that inconvenience to you is minimised and the affected area is reasonably cleaned up at our cost.
- (c) If a blockage, burst or leak affects your **sewerage retail service** and occurs in the pipework at your **supply address**, that is, from your side of the connection point, you are responsible for arranging and covering the costs of the fixing the blockage, burst or leak, which must be undertaken by an appropriately licensed plumber.
- (d) If a blockage, burst or leak affects your **sewerage retail service** and occurs within our **sewerage reticulation network**, that is from our side of the connection point, we will clear the blockage or repair the burst or leak at our cost unless and to the extent you have contributed to the blockage, burst or leak occurring.
- (e) If you have contributed to the blockage, burst or leak, in accordance with our policies dealing with blockages, bursts and leaks, we may determine that you are liable to pay us for the proportion of the costs reasonably attributable to your contribution to the blockage, burst or leak. Will we advise you of the reasons for our determination in these circumstances
- (f) You are not permitted to discharge **restricted wastewater** into our **sewerage reticulation network** under this **contract**.

22.2 Sewerage retail service with special characteristics

- (a) If, prior to the commencement of this **contract**, you were a **customer** that we supplied a **sewerage retail service** to with conditions as set out under a separate agreement, or without a formal agreement in place, this **contract** will now apply to the provision of that **sewerage retail service** and the **special characteristics** applicable to that **sewerage retail service** will apply.
- (b) We will advise you of the **special characteristics** of the **sewerage retail service** applicable to you under this **contract**. For existing **customers**, we will advise you on commencement of this **contract**. For new **customers** we will advise you upon assessment of an application by you for a **sewerage retail service** under this **contract**.

23. RESTRICTIONS

23.1 We will not restrict your sewerage service for non-payment of a bill or bills.

24. DISCONNECTIONS

24.1 We will not disconnect your **sewerage retail service** for non-payment of a bill or bills.

24.2 Subject to any **applicable regulatory instruments** that prohibit disconnection, we may arrange for the disconnection of your **sewerage retail service** if you have:

- (a) requested that disconnection;
- (b) used the **sewerage retail service** illegally; or
- (c) refused entry to a water industry officer appointed under the **Act** for a purpose consistent with carrying out duties in accordance with **applicable regulatory instruments**.

24.3 If you request us to arrange for the preparation and issue of a final bill, or the disconnection of, your **supply address**, we will use our **best endeavours** to arrange for that final bill (in circumstances where final bills can be issued) or, subject to any **applicable regulatory instruments** that prohibit disconnection, arrange the disconnection in accordance with your request.

24.4 We will inform you of any fees or charges that you will remain liable for under the Local Government Act 1999 or the Roxby Downs (Indenture Ratification) Act 1982, notwithstanding a disconnection under this clause.

25. ENQUIRIES, COMPLAINTS AND DISPUTE RESOLUTION

25.1 If you have an enquiry or complaint relating to our **sewerage retail service** or related matter, you can contact us on **[insert contact details]**.

25.2 You may make a complaint to us regarding our services or compliance with this **contract**. We will address your complaint in the manner set out in our procedures for the management and resolution of customer enquiries and disputes. For further information regarding this process please refer to our website.

25.3 If you are not satisfied with the solution offered or action taken by us in response to your complaint you may have the complaint reviewed by one of our senior managers under our procedures for the management and resolution of customer enquiries and disputes.

25.4 If you are not satisfied with the outcome of our internal dispute resolution process you may refer the matter to our external resolution body or the **Industry Ombudsman** (if we are a participant in that scheme) for external dispute resolution.

26. RIGHT TO ENTER

26.1 In the case of an emergency or on agreement with you, we will enter your property to perform planned or unplanned maintenance to our infrastructure located at your **supply address**, in each case in accordance with sections 44 and 45 of the **Act**.

27. FORCE MAJEURE

27.1 If, but for this clause, either party would breach this **contract** due to the occurrence of a **force majeure event**:

- (a) the obligations of the party under this **contract**, other than an obligation to pay money, are suspended to the extent to which they are affected by the **force majeure event** for so long as the **force majeure event** continues; and
- (b) the affected party must use its **best endeavours** to give the other party prompt notice of that fact including full particulars of the **force majeure event**, an estimate of its likely duration, the obligations affected by it and the extent of its effects on those obligations and the steps taken to remove, overcome or minimise those effects.

27.2 For the purposes of this clause, if the effects of a **force majeure event** are widespread we will be deemed to have given you prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the **force majeure event** or otherwise as soon as practicable.

27.3 Either party relying on this clause by claiming a **force majeure event** must use its **best endeavours** to remove, overcome or minimise the effects of that **force majeure event** as quickly as practicable.

27.4 Nothing in this clause will require a party to settle an industrial dispute which constitutes a **force majeure event** in any manner other than the manner preferred by that party.

28. INFORMATION AND PRIVACY

28.1 We will keep your personal information confidential in accordance with applicable laws and our privacy policy.

28.2 We will also provide any relevant information to authorities in the event that you are under investigation for illegal use of our services or of any other crime.

28.3 By accepting a **sewerage retail service** under this **contract** you are agreeing to the release of billing data to a tenant of your **supply address**, in accordance with processes approved by **ESCOSA** from time to time.

29. GENERAL

29.1 Applicable law

The laws in force in the State of South Australia govern this **contract**.

29.2 Referral of Our Obligations

Some obligations placed on us under this **contract** may be carried out by others engaged by us to perform the obligations on our behalf.

29.3 Amending the contract

This **contract** may only be amended in accordance with the **Code**. We will publish any amendments to this **contract** on our website.

29.4 The Code

If the **Code** grants us a right which may be included in this **contract**, our rights under this **contract** are deemed to include such a right.

30. SCHEDULE 1 – DEFINITIONS

The following words have the attributed meaning for the purposes of this contract.

Act	means the <i>Water Industry Act 2012 (SA)</i> as amended from time to time.
applicable regulatory instruments	means any Act (including without limitation, the Act) or regulatory instrument made under an Act (including without limitation, the Regulations), or the Code or any other industry code, guideline, or other regulatory instrument issued by ESCOSA which applies to us.
ADI	means an authorised deposit taking institution within the meaning of the <i>Banking Act 1959 (Cth)</i> as defined in section 4 of the <i>Acts Interpretation Act 1915 (SA)</i> .
availability charge	a charge for the availability of a service (rather than the use of it). <i>The Local Government Act 1999/Roxby Downs Indenture Ratification Act 1982</i> allows us to recover this availability charge from you where our sewerage infrastructure runs adjacent to your property.
best endeavours	means to act in good faith and use all reasonable efforts, skill and resources.
business day	means a day that is not a Saturday, a Sunday or a public holiday in the State of South Australia.
Centrepay	a free service for customers whereby bills may be paid as regular deductions from the customer's government welfare payments.
Code	means the Water Retail Code – Minor and Intermediate Retailers published by ESCOSA as amended from time to time.
connection point	means, in respect of a sewerage retail service , the inspection point at your supply address which then connects to the sewerage reticulation network .
contract	means this contract which has been approved by ESCOSA under clause 2.1 of the Code .
customer	means a customer as defined under section 4 of the Act .
domestic waste	means human waste and toilet flushing water , and water used for personal washing; and any wastewater, and substances of a kind and quantity usually contained within it, arising from the ordinary non-commercial domestic washing activities; but does not include discharges from a septic tank or any other facility for the onsite treatment or storage of domestic wastewater.

dual reticulation recycled water network	means our system of water mains and service pipes for the provision of recycled water to 2 or more locations in the State.
dual reticulation recycled water service	means, in relation to the designated dual reticulation area only, the service of providing recycled water to your supply address using our dual reticulation recycled water network .
Enquiries, Complaints and Dispute Resolution Process	means our enquiries, complaints and dispute resolution process as published on our website and as may be amended from time to time.
ESCOSA	means the Essential Services Commission of South Australia, a body created under the <i>Essential Services Commission Act 2002 (SA)</i> .
fees and charges	means our fees and charges as specified in our Price List .
Price List	means the fees and charges schedule published by us on our website and in the Gazette as may be amended from time to time.
financial hardship	means a situation defined by reasonable assessment by us as a customer having desire to pay an account but being absent of the means to pay the account within 3 months of the due date despite all best efforts.
force majeure event	means an event outside the control of us, the occurrence of which could not be reasonably foreseen by us, or if it could be foreseen, could not reasonably have been guarded against.
Hardship Policy	means our financial hardship policy as published on our website and as may be amended from time to time.
Industry Ombudsman	means the industry ombudsman responsible for dealing with disputes under the Act .
Minister	means the Minister for Water and the River Murray.
network	means, in respect of the sewerage retail service , the sewerage reticulation network .
non-standard retail service	means a retail service and other services we may provide to customers on terms and conditions other than that set out in this contract , but such services do not include a retail service provided to customers with special characteristics as described in clause 22.4.

Non-residential customer	means a customer other than a residential customer .
recycled water	means dual reticulation recycled water produced from the treatment and disinfection of sewage and/or stormwater, resulting in a product suitable for irrigation and other purposes not constituting human consumption and supplied to a customer as a dual reticulation recycled water service .
Regulations	means the <i>Water Industry Regulations 2012 (SA)</i> as may be amended from time to time.
regulatory service standards	means the regulatory service standards applicable to the provision by us to you of a retail service as determined and published from time to time by ESCOSA .
residential customer	means a customer which acquires a retail service primarily for their own domestic purposes.
restricted wastewater	means anything you attempt to discharge through the sewerage system that is not domestic waste and includes trade waste.
sewage	includes any form of waste that may be appropriately removed or dealt with through the use of a sewerage retail service (but does not include trade waste).
sewerage retail service	means a service constituted by the collection, storage, treatment or conveyance of sewage through the use of our reticulated system; or any other service, or any service of a class, brought within the ambit of this definition by the Regulations .
sewerage reticulation network	means our system of sewer mains and service pipes for the collection of sewage from individual properties and conveyance to a point of treatment through the use of a reticulated system.
special characteristics	means the particular features or characteristics of the retail service relevant to your supply address as set out in Schedule 2.
supply address	means the property address at which the retail service is to be provided under this contract .
water	includes desalinated water and water that may include any material or impurities, but does not include recycled water or sewage .

32. SCHEDULE 2 – SPECIAL CHARACTERISTICS

[Retailer to detail special characteristics of sewerage retail service which may include, without limitation, special characteristics as to the reliability, continuity and other characteristics relevant to that sewerage retail service. If utilised, this Schedule is to be approved by ESCOSA prior to the contract taking effect].

SCHEDULE 2 – CUSTOMER CHARTERS

Customer Charter

[insert name of Licensee] is [insert brief background information about the licensee]

The aim of our Charter is to provide our water and/or sewerage customers with a clear understanding of the standards of service they can expect from us and their rights and responsibilities.

The Water Retail Code-Minor & Intermediate Retailers, developed by Essential Services Commission of SA (ESCOSA), contains a detailed description of your rights and our responsibilities in providing you with water and/or sewerage retail services and can be found at (www.escosa.sa.gov.au).

Retail services provided

We provides customers in ***[insert area/s of operations]*** with ***[insert services provided e.g. drinking water/recycled/reuse water/sewerage services]***.

[Note: Licensees should only include the sections below that are relevant to the retail service(s) provided]

DRINKING WATER (QUALITY)

We will:

- provide you with drinking water that is safe for drinking and food preparation and in accordance with all relevant health and environmental regulatory requirements
- use our best endeavours to minimise the frequency and duration of interruptions or limitations to your water service
- provide you with information on any planned interruptions to your water service at least 4 business days prior to us undertaking any works or maintenance
- provide an emergency telephone number on our website for you to call in the event of an emergency or interruption to the supply of your water service
- in the case of an unplanned interruption or emergency, provide you with information about any impact to your water service as soon as possible

You will:

- report any leaks, bursts or quality issues to us as soon as possible by calling the emergency telephone number displayed on our website
- provide safe access to the water meter so that we can ascertain your water consumption for billing purposes

- be responsible for arranging and covering the costs of any additional onsite water infrastructure necessary to maintain your required flow rate, which must be installed by an appropriately licensed plumber

RECYCLED/REUSE WATER QUALITY (QUALITY)

We will:

- provide you with recycled/reuse water that is safe and in accordance with all relevant health and environmental regulatory requirements
- use our best endeavours to minimise the frequency and duration of interruptions or limitations to your water service
- provide you with information on any planned interruptions to your water service at least 4 business days prior to us undertaking any works or maintenance
- provide an emergency telephone number on our website for you to call in the event of an emergency or interruption to the supply of your water service
- in the case of an unplanned interruption or emergency, provide you with information about any impact to your water service as soon as possible

You will:

- report any leaks, bursts or quality issues to us as soon as possible by calling the emergency telephone number displayed on our website
- provide safe access to the water meter so that we can ascertain your water consumption for billing purposes
- be responsible for arranging and covering the costs of any additional onsite water infrastructure necessary to maintain your required flow rate, which must be installed by an appropriately licensed plumber

SEWERAGE REMOVAL (QUALITY)

We will:

- remove sewage and wastewater from your property in accordance with all relevant health and environmental regulatory requirements.
- use our best endeavours to minimise the frequency and duration of interruptions or limitations to your sewerage service
- provide you with information on any planned interruptions to your sewerage service at least 4 business days prior to us undertaking any works or maintenance
- provide an emergency telephone number on our website for you to call in the event of an emergency or interruption to the supply of your sewerage service

You will:

- will report any blockages, bursts or leaks to us as soon as possible by calling the emergency telephone number displayed on our website
- will not discharge restricted wastewater into our sewerage infrastructure
- may be liable to pay us for a proportion of the costs reasonably attributable to you for a blockage, burst or leak. Will we advise you of the reasons for cost recovery in these circumstances and any amounts payable will be subject to the payment assistance and financial hardship provisions of your contract with us
- **[include if relevant]** – will contact us to discuss our requirements for disposal of industrial or non-domestic waste into our sewerage infrastructure

Our prices

PRICE LIST

We will:

- publish our Price List, which sets out all of the fees and charges associated with the sale and supply of your retail service, each year by **[insert date]** on our website at **[insert URL]**. We will also make this available at our office at **[insert address]**
- publish our Pricing Policy Statement, which outlines how our fees and charges are compliant with ESCOSA's pricing principles set out in its Price Determination, each year by **[insert date]** on our website at **[insert URL]**. We will also make this available at our office at **[insert address]**
- in the case that any fees and charges set out in the Price List change, publish these on our website **[insert number]** days prior to these fees and charges taking effect, and make these available at our office
- calculate your bill on a pro-rata basis if a tariff rate or charge changes during a billing cycle so that the old tariff rate or charge applies up to and including the date of change and the new tariff rate or charge applies from the date of the change to the end of the billing cycle

SERVICE AVAILABILITY CHARGE

[Include this only if relevant] – The Local Government Act 1999/Roxby Downs Indenture Ratification Act 1982 allows us to recover a “service availability charge” from you where our water/sewerage infrastructure runs adjacent to your property. We will require you to pay our “service availability charge” where **[insert circumstances in which such a charge may/will be required]**.

WATER AND SEWERAGE CONCESSIONS

Water and sewerage concessions are administered by the Department for Communities and Social Inclusion. To check your eligibility for current water and sewerage concessions, assistance or advice visit www.dcsi.sa.gov.au/concessions, phone the Concessions Hotline on 1800 307 758 or email concessions@dcsl.sa.gov.au.

Connections

EXISTING CONNECTIONS - WHERE YOUR PROPERTY IS CURRENTLY CONNECTED TO OUR INFRASTRUCTURE

[Note: these requirements will need to reflect a licensee's own connection policy T&Cs. The following are examples of what should be included]

We will:

- connect you to our water/sewerage service within **[insert number]** days of you providing us with information required by us and paying the relevant connection and account establishment fees as set out in our Price List

You will:

- provide us with the following information about your supply address **[insert specific details customers must provide]**
- pay the relevant connection and account establishment fees as set out in our Price List

CONNECTIONS – WHERE YOUR PROPERTY IS NOT CURRENTLY CONNECTED TO OUR INFRASTRUCTURE

[Note: these requirements will need to reflect a licensee's own connection policy T&Cs. The following are examples of what should be included]

We will:

- inform you within **[insert number]** days whether or not you can be connected to our infrastructure
- connect you to our water/sewerage service within **[insert number]** days of you providing us with information required by us and paying the relevant connection and account establishment fees as set out in our Price List

You will:

- provide us with the following information about your supply address **[insert specific details customers must provide]**
- pay the relevant connection and account establishment fees as set out in our Price List

- Further details on connecting new properties to our infrastructure is available on our website at **[insert URL]** or by visiting our office at **[insert address]**. We will provide you with a copy of our Connection Policy upon request.

Billing and payments

We will:

- issue you with a bill at least quarterly, unless otherwise agreed with you
- **[only include if relevant]** – include your water and/or sewerage charges on your rates notice, (separately identified), issued quarterly, unless otherwise agreed with you
- **[only include if licensee provides a metered water service]** - ensure your bill is based on an actual meter reading at least once within a 12 month period
- **[only include if licensee provides a metered water service]** – provide you with consumption or estimated consumption of water services and meter readings, metering data or estimates of consumption
- provide you with a detailed bill and give you at least 12 business days to pay your bill
- offer you the ability to pay your bills in person, by mail, by direct debit or by Centrepay **[include any other options you might make available to customers]**

You will:

- pay our bill by the payment due date unless we have agreed on a flexible payment arrangement
- pay any fee we incur if any of your payment methods are dishonoured

PAYMENT ASSISTANCE AND FINANCIAL HARDSHIP

We will:

- provide you with the ability to pay your bills by instalments or enter into a flexible payment arrangement
- offer you the ability to make payments towards future bills, grant payment extensions and agree to have your bill redirected to another person (where that person agrees)
- inform you about, and assess your eligibility for, our Hardship Program if requested

You will:

- inform us if you are having difficulty paying your bills prior to the due date

- Further details on our Hardship Policy are available on our website at **[insert URL]** or by visiting our office at **[insert address]**. We will provide you with a copy of our Hardship Policy upon request.

REVIEWING YOUR BILL/BILLING DISPUTES

We will:

- not commence our debt collection processes where a bill (or part of a bill) is in dispute
- review your bill and inform you of the outcome of our review within 30 business days of your request
- inform you about our independent external dispute resolution body where you remain dissatisfied following our review

You will:

- pay any portion of your bill that is not in dispute while your bill is being reviewed or any future bills that become due

Overcharging

We will:

- inform you within 10 business days of becoming aware of you being overcharged as a result of an act or omission by us and credit the overcharged amount to your next bill
- pay the overcharged amount directly to you within 10 business days if you have ceased to purchase a retail service from us

Undercharging

We will:

- in relation to a retail service which is metered, limit the amount we recover from you to the amount undercharged in the 12 months prior to the meter reading date on the last bill sent to you
- in relation to unmetered services, limit the amount we recover from you to the amount undercharged in the 12 months prior to the error being advised to you in writing
- list the undercharged amount as a separate item in a special bill or in your next bill with an explanation of that amount and, if requested, offer you an extended time to pay the amount
- not charge you interest on the undercharged amount

DEBT RECOVERY

We will:

- only commence debt collection/recovery action where you have failed to pay your bill(s) by the due date and you have not contacted us to discuss a payment extension or other flexible payment arrangements (including eligibility for our Hardship Program)
- not undertake debt collection activity where we have installed a flow restriction device

You will:

- contact us if you are having difficulty paying your bills prior to the due date

Customers with special medical needs

[Note: Licensees should only include this section if they provide drinking water services]

You will:

- inform us and provide evidence from a registered medical practitioner or a hospital that someone residing at your supply address requires the ongoing use of a dialysis machine
- inform us when the dialysis machine is no longer required at your supply address

We will:

- register your supply address as an address with special medical needs
- provide you with at least 4 business days' notice of any planned outages that will affect the supply of water to your property
- provide you with an emergency telephone contact number in the event of an interruption

Registration as a customer with special medical needs does not ensure you will be provided with drinking water at all times, for example, in the circumstances of an unplanned interruption outside of our control. Accordingly, you must ensure that you have a contingency plan in place to protect yourself in the event of an unplanned interruption to your supply.

Entry to your property

We will:

- provide you with at least 24 hours notice if we need to enter your supply address for the purposes of connecting, disconnecting, restricting, inspecting, repairing or testing your retail service

You will:

- ensure safe access to our infrastructure (including but not limited to the meter) located at your supply address

Water flow restrictions for non-payment

[only relevant if water services supplied]

We will only restrict the flow of water to your property if:

- you have not paid your bill or bills by the due date and you have not contacted us to arrange an alternative payment arrangement
- you do not adhere to our previously agreed payment arrangement and you have not contacted us to discuss any further payment options
- you do not adhere to the terms of our agreement under our Hardship Policy
- you refuse our employees or contractors entry to your property, including but not limited to, where you deny our meter readers access to your property for three consecutive billing cycles and you do not contact us to arrange reasonable alternative access arrangements
- you are using water services illegally

Before restricting your water supply, we will:

- use our best endeavours to contact you in person, by telephone, by mail and/or email
- provide you with information about our flexible payment arrangements, Government-funded concessions and assessed your eligibility for participation in our Hardship Program
- issue you with a reminder notice
- issue you a restriction notice informing you that we intend to restrict your supply in 5 business days if you do not contact us

You will:

- contact us as soon as possible to discuss the reasons for your possible restriction and how the issue can be resolved

Disconnections

Subject to any applicable regulatory requirements that prohibit disconnection, we will only disconnect your retail service if:

- you request the disconnection
- there is a public health, environment or safety risk to our services from your connection point (e.g. backflow risk or unauthorised industrial waste discharge)

- you are found to be using the services illegally or have refused entry to person authorised to read your meter or undertake maintenance or repairs in accordance with relevant regulatory instruments

Where you request a disconnection (and it is not prohibited), we will use our best endeavours to issue you with a final account in accordance with your request. We will inform you if you are still required to pay our “service availability charge” when you request the disconnection.

Reinstatement of water supply

[only relevant if water services supplied]

We will:

- use our best endeavours to reinstate your supply within a time agreed with you subject to the reasons for disconnection or restriction being rectified and you paying our reinstatement fee
- waive the reinstatement fee if you are eligible for and agree to participate in our Hardship Program

You will:

- contact us to discuss how the issue that led to the flow restriction or disconnection can be rectified
- pay our reinstatement fee unless it is waived

Termination of contract for retail services

We will:

- confer on you the right to terminate your contract with us for the supply of a retail services
- inform you of any relevant fees or charges payable as a result of your termination

You will:

- provide at least 3 business days’ notice of your intention to terminate your contract with us for the supply of a retail service
- pay any relevant fees or charges

Complaints and dispute resolution

[Note: these requirements will need to reflect a licensee’s own connection policy T&Cs. The following are examples of what should be included as a minimum]

We will:

- respond or acknowledge your complaint or enquiry within **[insert number]** business days

- refer you to our **[insert name of first internal escalation point]** if you are not satisfied with our initial response or resolution or, if required, escalate you to **[insert name of final internal escalation point]**
- advise you of your option to escalate your complaint to the Energy & Water Ombudsman South Australia and provide you with the details of that organisation **[remove if you are not a member of this scheme]**
- advise you of your option to escalate your complaint to our nominated independent dispute resolution body and provide you with the details of that organisation

Further details on our Enquiry, Complaint & Dispute Resolution Procedures are available on our website at **[insert URL]** or by visiting our office at **[insert address]**. We will provide you with a copy of our procedures upon request.

Contacting Us

If you need to know more about us or the content of this Charter, please contact us on the details below

General Enquiries **[insert telephone number]**

Faults & Emergencies **[insert 24 hour emergency telephone number]**

Website **[insert URL]**

Email **[insert email address]**

Office **[insert street and postal address]**

Business hours **[insert opening hours]**

Interpreter Services **[insert number if this service available for customers]**

Customer Charter – water services

[insert name of Licensee] is [insert brief background information about the licensee].

The aim of our Charter is to provide our water customers with a clear understanding of the standards of service they can expect from us and their rights and responsibilities.

The *Water Retail Code-Minor & Intermediate Retailers*, developed by Essential Services Commission of SA (ESCOSA), contains a detailed description of your rights and our responsibilities in providing you with water services and can be found at (www.escosa.sa.gov.au).

Water services provided

We provides customers in **[insert area/s of operations]** with **[insert services provided e.g. drinking water/recycled/reuse water]**.

[Note: Licensees should only include the sections below that are relevant to the water service(s) provided]

DRINKING WATER (QUALITY)

We will:

- provide you with drinking water that is safe for drinking and food preparation and in accordance with all relevant health and environmental regulatory requirements
- use our best endeavours to minimise the frequency and duration of interruptions or limitations to your water service
- provide you with information on any planned interruptions to your water service at least 4 business days prior to us undertaking any works or maintenance
- provide an emergency telephone number on our website for you to call in the event of an emergency or interruption to the supply of your water service
- in the case of an unplanned interruption or emergency, provide you with information about any impact to your water service as soon as possible

You will:

- report any leaks, bursts or quality issues to us as soon as possible by calling the emergency telephone number displayed on our website
- provide safe access to the water meter so that we can ascertain your water consumption for billing purposes

- be responsible for arranging and covering the costs of any additional onsite water infrastructure necessary to maintain your required flow rate, which must be installed by an appropriately licensed plumber

RECYCLED/REUSE WATER QUALITY (QUALITY)

We will:

- provide you with recycled/reuse water that is safe and in accordance with all relevant health and environmental regulatory requirements
- use our best endeavours to minimise the frequency and duration of interruptions or limitations to your water service
- provide you with information on any planned interruptions to your water service at least 4 business days prior to us undertaking any works or maintenance
- provide an emergency telephone number on our website for you to call in the event of an emergency or interruption to the supply of your water service
- in the case of an unplanned interruption or emergency, provide you with information about any impact to your water service as soon as possible

You will:

- report any leaks, bursts or quality issues to us as soon as possible by calling the emergency telephone number displayed on our website
- provide safe access to the water meter so that we can ascertain your water consumption for billing purposes
- be responsible for arranging and covering the costs of any additional onsite water infrastructure necessary to maintain your required flow rate, which must be installed by an appropriately licensed plumber

Our prices

PRICE LIST

We will:

- publish our Price List, which sets out all of the fees and charges associated with the sale and supply of your water service, each year by *[insert date]* on our website at *[insert URL]*. We will also make this available at our office at *[insert address]*
- publish our Pricing Policy Statement, which outlines how our fees and charges are compliant with ESCOSA's pricing principles set out in its Price Determination, each year by *[insert date]* on our website at *[insert URL]*. We will also make this available at our office at *[insert address]*

- in the case that any fees and charges set out in the Price List change, publish these on our website *[insert number]* days prior to these fees and charges taking effect, and make these available at our office
- calculate your bill on a pro-rata basis if a tariff rate or charge changes during a billing cycle so that the old tariff rate or charge applies up to and including the date of change and the new tariff rate or charge applies from the date of the change to the end of the billing cycle

SERVICE AVAILABILITY CHARGE

[Include this only if relevant] – The Local Government Act 1999/Roxby Downs Indenture Ratification Act 1982 allows us to recover a “service availability charge” from you where our water infrastructure runs adjacent to your property. We will require you to pay our “service availability charge” where ***[insert circumstances in which such a charge may/will be required]***.

WATER CONCESSIONS

Water concessions are administered by the Department for Communities and Social Inclusion. To check your eligibility for current water concessions, assistance or advice visit www.dcsi.sa.gov.au/concessions, phone the Concessions Hotline on 1800 307 758 or email concessions@dcsl.sa.gov.au.

Connections

EXISTING CONNECTIONS - WHERE YOUR PROPERTY IS CURRENTLY CONNECTED TO OUR INFRASTRUCTURE

[Note: these requirements will need to reflect a licensee’s own connection policy T&Cs. The following are examples of what should be included]

We will:

- connect you to our water service within *[insert number]* days of you providing us with information required by us and paying the relevant connection and account establishment fees as set out in our Price List

You will:

- provide us with the following information about your supply address *[insert specific details customers must provide]*
- pay the relevant connection and account establishment fees as set out in our Price List

CONNECTIONS – WHERE YOUR PROPERTY IS NOT CURRENTLY CONNECTED TO OUR INFRASTRUCTURE

[Note: these requirements will need to reflect a licensee’s own connection policy T&Cs. The following are examples of what should be included]

We will:

- inform you within *[insert number]* days whether or not you can be connected to our infrastructure
- connect you to our water service within *[insert number]* days of you providing us with information required by us and paying the relevant connection and account establishment fees as set out in our Price List

You will:

- provide us with the following information about your supply address *[insert specific details customers must provide]*
- pay the relevant connection and account establishment fees as set out in our Price List
- Further details on connecting new properties to our infrastructure is available on our website at *[insert URL]* or by visiting our office at *[insert address]*. We will provide you with a copy of our Connection Policy upon request.

Billing and payments

We will:

- issue you with a bill at least quarterly, unless otherwise agreed with you
- ***[only include if relevant]*** – include your water charges on your rates notice, (separately identified), issued quarterly, unless otherwise agreed with you
- ***[only include if licensee provides a metered water service]*** - ensure your bill is based on an actual meter reading at least once within a 12 month period
- ***[only include if licensee provides a metered water service]*** – provide you with consumption or estimated consumption of water services and meter readings, metering data or estimates of consumption
- provide you with a detailed bill and give you at least 12 business days to pay your bill
- offer you the ability to pay your bills in person, by mail, by direct debit or by Centrepay ***[include any other options you might make available to customers]***

You will:

- pay our bill by the payment due date unless we have agreed on a flexible payment arrangement
- pay any fee we incur if any of your payment methods are dishonoured

PAYMENT ASSISTANCE AND FINANCIAL HARDSHIP

We will:

- provide you with the ability to pay your bills by instalments or enter into a flexible payment arrangement
- offer you the ability to make payments towards future bills, grant payment extensions and agree to have your bill redirected to another person (where that person agrees)
- inform you about, and assess your eligibility for, our Hardship Program if requested

You will:

- inform us if you are having difficulty paying your bills prior to the due date
- Further details on our Hardship Policy are available on our website at *[insert URL]* or by visiting our office at *[insert address]*. We will provide you with a copy of our Hardship Policy upon request.

REVIEWING YOUR BILL/BILLING DISPUTES

We will:

- not commence our debt collection processes where a bill (or part of a bill) is in dispute
- review your bill and inform you of the outcome of our review within 30 business days of your request
- inform you about our independent external dispute resolution body where you remain dissatisfied following our review

You will:

- pay any portion of your bill that is not in dispute while your bill is being reviewed or any future bills that become due

Overcharging

We will:

- inform you within 10 business days of becoming aware of you being overcharged as a result of an act or omission by us and credit the overcharged amount to your next bill
- pay the overcharged amount directly to you within 10 business days if you have ceased to purchase a water service from us

Undercharging

We will:

- in relation to a water service which is metered, limit the amount we recover from you to the amount undercharged in the 12 months prior to the meter reading date on the last bill sent to you

- in relation to unmetered services, limit the amount we recover from you to the amount undercharged in the 12 months prior to the error being advised to you in writing
- list the undercharged amount as a separate item in a special bill or in your next bill with an explanation of that amount and, if requested, offer you an extended time to pay the amount
- not charge you interest on the undercharged amount

DEBT RECOVERY

We will:

- only commence debt collection/recovery action where you have failed to pay your bill(s) by the due date and you have not contacted us to discuss a payment extension or other flexible payment arrangements (including eligibility for our Hardship Program).
- not undertake debt collection activity where we have installed a flow restriction device.

You will:

- contact us if you are having difficulty paying your bills prior to the due date

Customers with special medical needs

[Note: Licensees should only include this section if they provide drinking water services]

You will:

- inform us and provide evidence from a registered medical practitioner or a hospital that someone residing at your supply address requires the ongoing use of a dialysis machine
- inform us when the dialysis machine is no longer required at your supply address

We will:

- register your supply address as an address with special medical needs
- provide you with at least 4 business days' notice of any planned outages that will affect the supply of water to your property
- provide you with an emergency telephone contact number in the event of an interruption

Registration as a customer with special medical needs does not ensure you will be provided with drinking water at all times, for example, in the circumstances of an unplanned interruption outside of our control. Accordingly, you must ensure that you have a contingency plan in place to protect yourself in the event of an unplanned interruption to your supply.

Entry to your property

We will:

- provide you with at least 24 hours if we need to enter your supply address for the purposes of connecting, disconnecting, restricting, inspecting, repairing or testing your water service

You will:

- ensure safe access to our infrastructure (including but not limited to the meter) located at your supply address

Water flow restrictions for non-payment

We will only restrict the flow of water to your property if:

- you have not paid your bill or bills by the due date and you have not contacted us to arrange an alternative payment arrangement
- you do not adhere to our previously agreed payment arrangement and you have not contacted us to discuss any further payment options
- you do not adhere to the terms of our agreement under our Hardship Policy
- you refuse our employees or contractors entry to your property, including but not limited to, where you deny our meter readers access to your property for three consecutive billing cycles and you do not contact us to arrange reasonable alternative access arrangements
- you are using water services illegally

Before restricting your water supply, we will:

- use our best endeavours to contact you in person, by telephone, by mail and/or email
- provide you with information about our flexible payment arrangements, Government-funded concessions and assessed your eligibility for participation in our Hardship Program
- issue you with a reminder notice
- issue you a restriction notice informing you that we intend to restrict your supply in 5 business days if you do not contact us

You will:

- contact us as soon as possible to discuss the reasons for your possible restriction and how the issue can be resolved

Disconnections

Subject to any applicable regulatory requirements that prohibit disconnection, we will only disconnect your water service if:

- you request the disconnection
- there is a public health, environment or safety risk to our services from your connection point
- you are found to be using the services illegally or have refused entry to person authorised to read your meter or undertake maintenance or repairs in accordance with relevant regulatory instruments

Where you request a disconnection (and it is not prohibited), we will use our best endeavours to issue you with a final account in accordance with your request. We will inform you if you are still required to pay our “service availability charge” when you request the disconnection.

Reinstatement of water supply

We will:

- use our best endeavours to reinstate your supply within a time agreed with you subject to the reasons for disconnection or restriction being rectified and you paying our reinstatement fee
- waive the reinstatement fee if you are eligible for and agree to participate in our Hardship Program

You will:

- contact us to discuss how the issue that lead to the flow restriction or disconnection can be rectified
- pay our reinstatement fee unless it is waived

Termination of contract for water services

We will:

- confer on you the right to terminate your contract with us for the supply of water services
- inform you of any relevant fees or charges payable as a result of your termination

You will:

- provide at least 3 business days’ notice of your intention to terminate your contract with us for the supply of water services
- pay any relevant fees or charges

Complaints and dispute resolution

[Note: these requirements will need to reflect a licensee's own connection policy T&Cs. The following are examples of what should be included as a minimum]

We will:

- respond or acknowledge your complaint or enquiry within **[insert number]** business days
- refer you to our **[insert name of first internal escalation point]** if you are not satisfied with our initial response or resolution or, if required, escalate you to **[insert name of final internal escalation point]**
- advise you of your option to escalate your complaint to the Energy & Water Ombudsman South Australia and provide you with the details of that organisation **[remove if you are not a member of this scheme]**
- advise you of your option to escalate your complaint to our nominated independent dispute resolution body and provide you with the details of that organisation

Further details on our Enquiry, Complaint & Dispute Resolution Procedures are available on our website at **[insert URL]** or by visiting our office at **[insert address]**. We will provide you with a copy of our procedures upon request.

Contacting Us

If you need to know more about us or the content of this Charter, please contact us on the details below

General Enquiries **[insert telephone number]**

Faults & Emergencies **[insert 24 hour emergency telephone number]**

Website **[insert URL]**

Email **[insert email address]**

Office **[insert street and postal address]**

Business hours **[insert opening hours]**

Interpreter Services **[insert number if this service available for customer]**

Customer Charter – sewerage services

[insert name of Licensee] is [insert brief background information about the licensee].

The aim of our Charter is to provide our sewerage customers with a clear understanding of the standards of service they can expect from us and their rights and responsibilities.

The *Water Retail Code-Minor & Intermediate Retailers*, developed by Essential Services Commission of SA (ESCOSA), contains a detailed description of your rights and our responsibilities in providing you with sewerage services and can be found at (www.escosa.sa.gov.au).

Sewerage services provided

We provide customers in **[insert area/s of operations]** with **[insert sewerage services provided e.g. CWMS, trade waste]**.

SEWERAGE REMOVAL (QUALITY)

We will:

- remove sewage and wastewater from your property in accordance with all relevant health and environmental regulatory requirements.
- use our best endeavours to minimise the frequency and duration of interruptions or limitations to your sewerage service
- provide you with information on any planned interruptions to your sewerage service at least 4 business days prior to us undertaking any works or maintenance
- provide an emergency telephone number on our website for you to call in the event of an emergency or interruption to the supply of your sewerage service

You:

- will report any spills, leaks or incursions to us as soon as possible by calling the emergency telephone number displayed on our website
- will not discharge restricted wastewater into our sewerage infrastructure

- may be liable to pay us for a proportion of the costs reasonably attributable to you for a blockage, burst or leak. Will we advise you of the reasons for cost recovery in these circumstances and any amounts payable will be subject to the payment assistance and financial hardship provisions of your contract with us
- *[include if relevant]* - contact us to discuss our requirements for disposal of industrial or non-domestic waste into our sewerage infrastructure

Our prices

PRICE LIST

We will:

- publish our Price List, which sets out all of the fees and charges associated with the sale and supply of your sewerage service, each year by **[insert date]** on our website at **[insert URL]**. We will also make this available at our office at **[insert address]**
- publish our Pricing Policy Statement, which outlines how our fees and charges are compliant with ESCOSA's pricing principles set out in its Price Determination, each year by **[insert date]** on our website at **[insert URL]**. We will also make this available at our office at **[insert address]**
- in the case that any fees and charges set out in the Price List change, publish these on our website **[insert number]** days prior to these fees and charges taking effect, and make these available at our office.

SERVICE AVAILABILITY CHARGE

[Include this only if relevant] – The Local Government Act 1999/Roxby Downs Indenture Ratification Act 1982 allows us to recover a “service availability charge” from you where our sewerage infrastructure runs adjacent to your property. We will require you to pay our “service availability charge” where **[insert circumstances in which such a charge may/will be required]**.

SEWERAGE CONCESSIONS

Sewerage concessions are administered by the Department for Communities and Social Inclusion. To check your eligibility for current sewerage concessions, assistance or advice visit www.dcsi.sa.gov.au/concessions, phone the Concessions Hotline on 1800 307 758 or email concessions@dcsl.sa.gov.au.

Connections

EXISTING CONNECTIONS - WHERE YOUR PROPERTY IS CURRENTLY CONNECTED TO OUR INFRASTRUCTURE

[Note: these requirements will need to reflect a licensee's own connection policy T&Cs. The following are examples of what should be included as a minimum]

We will:

- connect you to our sewerage service within **[insert number]** days of you providing us with information required by us and paying the relevant connection and account establishment fees as set out in our Price List

You will:

- provide us with the following information about your supply address **[insert specific details customers must provide]**
- pay the relevant connection and account establishment fees as set out in our Price List

CONNECTIONS – WHERE YOUR PROPERTY IS NOT CURRENTLY CONNECTED TO OUR INFRASTRUCTURE

[Note: these requirements will need to reflect a licensee's own connection policy T&Cs. The following are examples of what should be included]

We will:

- inform you within **[insert number]** days whether or not you can be connected to our infrastructure
- connect you to our sewerage service within **[insert number]** days of you providing us with information required by us and paying the relevant connection and account establishment fees as set out in our Price List

You will:

- provide us with the following information about your supply address **[insert specific details customers must provide]**
- pay the relevant connection and account establishment fees as set out in our Price List
- Further details on connecting new properties to our infrastructure is available on our website at **[insert URL]** or by visiting our office at **[insert address]**. We will provide you with a copy of our Connection Policy upon request.

Billing and payments

We will:

- issue you with a bill at least quarterly, unless otherwise agreed with you
- **[only include if relevant]** – include your sewerage charges on your rates notice, (separately identified), issued quarterly, unless otherwise agreed with you
- provide you with a detailed bill and give you at least 12 business days to pay your bill
- offer you the ability to pay your bills in person, by mail, by direct debit or by Centrepay **[include any other options you might make available to customers]**

You will:

- pay our bill by the payment due date unless we have agreed on a flexible payment arrangement
- pay any fee we incur if any of your payment methods are dishonoured

PAYMENT ASSISTANCE AND FINANCIAL HARDSHIP

We will:

- provide you with the ability to pay your bills by instalments or enter into a flexible payment arrangement
- offer you the ability to make payments towards future bills, grant payment extensions and agree to have your bill redirected to another person (where that person agrees)
- inform you about, and assess your eligibility for, our Hardship Program if requested

You will:

- inform us if you are having difficulty paying your bills prior to the due date
- Further details on our Hardship Policy are available on our website at *[insert URL]* or by visiting our office at *[insert address]*. We will provide you with a copy of our Hardship Policy upon request.

REVIEWING YOUR BILL/BILLING DISPUTES

We will:

- not commence our debt collection processes where a bill (or part of a bill) is in dispute
- review your bill and inform you of the outcome of our review within 30 business days of your request
- inform you about our independent external dispute resolution body where you remain dissatisfied following our review

You will:

- pay any portion of your bill that is not in dispute while your bill is being reviewed or any future bills that become due

Overcharging

We will:

- inform you within 10 business days of becoming aware of you being overcharged as a result of an act or omission by us and credit the overcharged amount to your next bill
- pay the overcharged amount directly to you within 10 business days if you have ceased to purchase a sewerage service from us

Undercharging

We will:

- in relation to unmetered services, limit the amount we recover from you to the amount undercharged in the 12 months prior to the error being advised to you in writing
- list the undercharged amount as a separate item in a special bill or in your next bill with an explanation of that amount and, if requested, offer you an extended time to pay the amount
- not charge you interest on the undercharged amount

DEBT RECOVERY

We will:

- only commence debt collection/recovery action where you have failed to pay your bill(s) by the due date and you have not contacted us to discuss a payment extension or other flexible payment arrangements (including eligibility for our Hardship Program).
- not undertake debt collection activity where we have installed a flow restriction device.

You will:

- contact us if you are having difficulty paying your bills prior to the due date

Entry to your property

We will:

- provide you with at least 24 hours if we need to enter your supply address for the purposes of connecting, disconnecting, restricting, inspecting, repairing or testing your sewerage service

You will:

- ensure safe access to our infrastructure (including but not limited to the meter) located at your supply address

Disconnections

Subject to any applicable regulatory requirements that prohibit disconnection, we will only disconnect your sewerage service if:

- you request the disconnection
- there is a public health, environment or safety risk to our services from your connection point (e.g. backflow risk or unauthorised industrial waste discharge)
- you are found to be using the services illegally or have refused entry to person authorised to read your meter or undertake maintenance or repairs in accordance with relevant regulatory instruments

Where you request a disconnection (and it is not prohibited), we will use our best endeavours to issue you with a final account in accordance with your request. We will inform you if you are still required to pay our “service availability charge” when you request the disconnection.

Termination of contract for sewerage services

We will:

- confer on you the right to terminate your contract with us for the supply of sewerage services
- inform you of any relevant fees or charges payable as a result of your termination

You will:

- provide at least 3 business days' notice of your intention to terminate your contract with us for the supply of sewerage services
- pay any relevant fees or charges

Complaints and dispute resolution

[Note: these requirements will need to reflect a licensee's own connection policy T&Cs. The following are examples of what should be included as a minimum]

We will:

- respond or acknowledge your complaint or enquiry within ***[insert number]*** business days
- refer you to our ***[insert name of first internal escalation point]*** if you are not satisfied with our initial response or resolution or, if required, escalate you to ***[insert name of final internal escalation point]***
- advise you of your option to escalate your complaint to the Energy & Water Ombudsman South Australia and provide you with the details of that organisation ***[remove if you are not a member of this scheme]***
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