WATER RETAIL CODE – MINOR AND INTERMEDIATE RETAILERS

WRC-MIR/02

March 2015
Enquiries concerning the currency of this Code should be addressed to:

Essential Services Commission of South Australia
GPO Box 2605
Adelaide SA 5001

Telephone: (08) 8463 4444
Freecall: 1800 633 592 (SA and mobiles only)
E-mail: escosa@escosa.sa.gov.au
Web: www.escosa.sa.gov.au

**Amendment Record**

<table>
<thead>
<tr>
<th>ISSUE NO.</th>
<th>COMMENCEMENT DATE</th>
<th>PAGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>WRC-MIR/01</td>
<td>1 July 2013</td>
<td>21</td>
</tr>
<tr>
<td>WRC-MIR/02</td>
<td>1 July 2015</td>
<td>21</td>
</tr>
</tbody>
</table>

The Essential Services Commission of South Australia is an independent statutory authority with functions in a range of essential services including water, sewerage, electricity, gas, rail and maritime services, and also has a general advisory function on economic matters. For more information, please visit [www.escosa.sa.gov.au](http://www.escosa.sa.gov.au).
# TABLE OF CONTENTS

1. **Preliminary**
   - Title, authority and commencement ........................................... 1
   - Scope ................................................................................................. 1
   - Application ......................................................................................... 1
   - Obtaining a copy of this industry code or the standard contract ........................................... 2
   - Other Acts, industry codes and guidelines ........................................ 2
   - Interpretation ....................................................................................... 2
   - Definitions .......................................................................................... 3

2. **Customer Sale Contracts**
   - Standard terms and conditions .......................................................... 5
   - Terminations ......................................................................................... 6
   - Force majeure event ............................................................................ 6

3. **Customer Information Obligations**
   - Customer Charter ............................................................................. 6
   - Enquiries, complaints and dispute resolution ...................................... 7
   - Customer communications .................................................................. 7
   - Price disclosure ................................................................................... 8
   - Customer Hardship Policy .................................................................... 8
   - Life support equipment ....................................................................... 9

4. **Retailer Supply Obligations**
   - Customer connection policy ............................................................... 9
   - Quality, safety and reliability of supply ............................................. 10
   - Information to be provided to customers ........................................... 10
   - Powers under other Acts ................................................................... 10
   - Retailer right of recovery for illegal use ........................................... 11

5. **Customer Service Obligations**
   - Billing .................................................................................................. 11
   - Where a tariff or tariff type has changed .......................................... 12
   - Payment methods ................................................................................. 13
   - Flexible payment arrangements ....................................................... 13
   - Payment difficulties ............................................................................ 13
   - Billing disputes ................................................................................... 13
5.7 Undercharging  
5.8 Overcharging  
5.9 Debt recovery  
6 Restriction of water supply  
6.1 Restriction warning notices  
6.2 Prohibitions on water service flow restriction  
6.3 Ability to restrict water services  
6.4 Obligations prior to restricting water services  
6.5 Immediate restrictions by retailers  
6.6 Minimum restricted water flow rate  
7 Disconnections  
7.1 Prohibition on disconnection of sewerage services  
7.2 Prohibition on disconnection of water services  
7.3 Permitted disconnections  
7.4 Customer request for final account or disconnection  
8 Restoration of supply  
8.1 Retailer and customer obligations  
8.2 Waiver of reconnection fee for Hardship Customer  
SCHEDULE 1 – Standard contracts  
SCHEDULE 2 – Customer charters
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:


(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  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:

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  means, in relation to the receipt by a customer of a notice (including a restriction or disconnection warning) given by a retailer:

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:

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

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 change 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.
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.
# TABLE OF CONTENTS

1. **THE PARTIES**  
2. **DEFINITIONS**  
3. **SERVICES PROVIDED UNDER THIS CONTRACT**  
4. **DOES THIS DOCUMENT APPLY TO YOU?**  
5. **CLASSIFICATION OF CUSTOMER CLASS**  
6. **COMMENCEMENT**  
7. **TERMINATION**  
8. **WHAT YOU HAVE TO DO TO RECEIVE CONNECTION?**  
9. **YOUR GENERAL OBLIGATIONS**  
10. **FEES AND CHARGES**  
11. **TARIFF CHANGES**  
12. **BILLING**  
13. **PAYMENT METHODS**  
14. **FLEXIBLE PAYMENT ARRANGEMENTS**  
15. **PAYMENT DIFFICULTIES**  
16. **HARDSHIP POLICY**  
17. **BILLING DISPUTES**  
18. **UNDERCHARGING**  
19. **OVERCHARGING**  
20. **DEBT RECOVERY**  
21. **INTERRUPTIONS**  
22. **QUALITY, SAFETY AND RELIABILITY OF SUPPLY**  
23. **LIFE SUPPORT EQUIPMENT**  
24. **RESTRICTIONS**  
25. **RESTRICTION WARNING NOTICE**  
26. **DISCONNECTIONS**  
27. **RESTORATION OF WATER RETAIL SERVICE**  
28. **ENQUIRIES, COMPLAINTS AND DISPUTE RESOLUTION**  
29. **RIGHT TO ENTER**  
30. **FORCE MAJEURE**  
31. **INFORMATION AND PRIVACY**  
32. **GENERAL**  
33. **SCHEDULE 1 – DEFINITIONS**  
34. **SCHEDULE 2 – SPECIAL CHARACTERISTICS**
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;

(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
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. 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 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;
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 *Water Industry Act 2012 (SA)* 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 *Banking Act 1959 (Cth)* as defined in section 4 of the *Acts Interpretation Act 1915 (SA).*

**availability charge** a charge for the availability of a service (rather than the use of it). *The Local Government Act 1999/Roxby Downs Indenture Ratification Act 1982* 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 **Essential Services Commission Act 2002 (SA)**.

**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:

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

b) 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 Water Industry Regulations 2012 (SA) 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.
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. THE PARTIES</td>
<td>3</td>
</tr>
<tr>
<td>2. DEFINITIONS</td>
<td>3</td>
</tr>
<tr>
<td>3. SERVICES PROVIDED UNDER THIS CONTRACT</td>
<td>3</td>
</tr>
<tr>
<td>4. DOES THIS DOCUMENT APPLY TO YOU?</td>
<td>3</td>
</tr>
<tr>
<td>5. CLASSIFICATION OF CUSTOMER CLASS</td>
<td>4</td>
</tr>
<tr>
<td>6. COMMENCEMENT</td>
<td>4</td>
</tr>
<tr>
<td>7. TERMINATION</td>
<td>4</td>
</tr>
<tr>
<td>8. WHAT YOU HAVE TO DO TO RECEIVE CONNECTION?</td>
<td>5</td>
</tr>
<tr>
<td>9. YOUR GENERAL OBLIGATIONS</td>
<td>5</td>
</tr>
<tr>
<td>10. FEES AND CHARGES</td>
<td>6</td>
</tr>
<tr>
<td>11. TARIFF CHANGES</td>
<td>6</td>
</tr>
<tr>
<td>12. BILLING</td>
<td>6</td>
</tr>
<tr>
<td>13. PAYMENT METHODS</td>
<td>7</td>
</tr>
<tr>
<td>14. FLEXIBLE PAYMENT ARRANGEMENTS</td>
<td>7</td>
</tr>
<tr>
<td>15. PAYMENT DIFFICULTIES</td>
<td>7</td>
</tr>
<tr>
<td>16. HARDSHIP POLICY</td>
<td>8</td>
</tr>
<tr>
<td>17. BILLING DISPUTES</td>
<td>8</td>
</tr>
<tr>
<td>18. UNDERCHARGING</td>
<td>9</td>
</tr>
<tr>
<td>19. OVERCHARGING</td>
<td>9</td>
</tr>
<tr>
<td>20. DEBT RECOVERY</td>
<td>10</td>
</tr>
<tr>
<td>21. INTERRUPTIONS</td>
<td>10</td>
</tr>
<tr>
<td>22. QUALITY, SAFETY AND RELIABILITY OF SUPPLY</td>
<td>11</td>
</tr>
<tr>
<td>23. LIFE SUPPORT EQUIPMENT</td>
<td>12</td>
</tr>
<tr>
<td>24. RESTRICTIONS</td>
<td>12</td>
</tr>
<tr>
<td>25. RESTRICTION WARNING NOTICE</td>
<td>14</td>
</tr>
<tr>
<td>26. DISCONNECTIONS</td>
<td>15</td>
</tr>
<tr>
<td>27. RESTORATION OF WATER RETAIL SERVICE</td>
<td>15</td>
</tr>
<tr>
<td>28. ENQUIRIES, COMPLAINTS AND DISPUTE RESOLUTION</td>
<td>16</td>
</tr>
<tr>
<td>29. RIGHT TO ENTER</td>
<td>16</td>
</tr>
<tr>
<td>30. FORCE MAJEURE</td>
<td>16</td>
</tr>
<tr>
<td>31. INFORMATION AND PRIVACY</td>
<td>17</td>
</tr>
<tr>
<td>32. GENERAL</td>
<td>17</td>
</tr>
<tr>
<td>33. SCHEDULE 1 – DEFINITIONS</td>
<td>18</td>
</tr>
<tr>
<td>34. SCHEDULE 2 – SPECIAL CHARACTERISTICS</td>
<td>21</td>
</tr>
</tbody>
</table>
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 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 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.

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 *Water Industry Act 2012 (SA)* 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 *Banking Act 1959 (Cth)* as defined in section 4 of the *Acts Interpretation Act 1915 (SA)*.

**availability charge** a charge for the availability of a service (rather than the use of it). *The Local Government Act 1999/Roxby Downs Indenture Ratification Act 1982* 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 Wate 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 Essential Services Commission Act 2002 (SA).

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 Water Industry Regulations 2012 (SA) 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.
TABLE OF CONTENTS

1. THE PARTIES 3
2. DEFINITIONS 3
3. SERVICES PROVIDED UNDER THIS CONTRACT 3
4. DOES THIS DOCUMENT APPLY TO YOU? 3
5. CLASSIFICATION OF CUSTOMER CLASS 4
6. COMMENCEMENT 4
7. TERMINATION 4
8. WHAT YOU HAVE TO DO TO RECEIVE CONNECTION? 5
9. YOUR GENERAL OBLIGATIONS 5
10. FEES AND CHARGES 6
11. TARIFF CHANGES 6
12. BILLING 6
13. PAYMENT METHODS 7
14. FLEXIBLE PAYMENT ARRANGEMENTS 7
15. PAYMENT DIFFICULTIES 7
16. HARDSHIP POLICY 8
17. BILLING DISPUTES 8
18. UNDERCHARGING 9
19. OVERCHARGING 9
20. DEBT RECOVERY 10
21. INTERRUPTIONS 10
22. QUALITY, SAFETY AND RELIABILITY OF SUPPLY 11
23. RESTRICTIONS 12
24. DISCONNECTIONS 12
25. ENQUIRIES, COMPLAINTS AND DISPUTE RESOLUTION 12
26. RIGHT TO ENTER 13
27. FORCE MAJEURE 13
28. INFORMATION AND PRIVACY 13
29. GENERAL 14
30. SCHEDULE 1 – DEFINITIONS 15
32. SCHEDULE 2 – SPECIAL CHARACTERISTICS 18
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 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.

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Act</td>
<td>means the <em>Water Industry Act 2012 (SA)</em> as amended from time to time.</td>
</tr>
<tr>
<td>applicable regulatory instruments</td>
<td>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.</td>
</tr>
<tr>
<td>ADI</td>
<td>means an authorised deposit taking institution within the meaning of the <em>Banking Act 1959 (Cth)</em> as defined in section 4 of the <em>Acts Interpretation Act 1915 (SA)</em>.</td>
</tr>
<tr>
<td>availability charge</td>
<td>a charge for the availability of a service (rather than the use of it). <em>The Local Government Act 1999/Roxby Downs Indenture Ratification Act 1982</em> allows us to recover this availability charge from you where our sewerage infrastructure runs adjacent to your property.</td>
</tr>
<tr>
<td>best endeavours</td>
<td>means to act in good faith and use all reasonable efforts, skill and resources.</td>
</tr>
<tr>
<td>business day</td>
<td>means a day that is not a Saturday, a Sunday or a public holiday in the State of South Australia.</td>
</tr>
<tr>
<td>Centrepay</td>
<td>a free service for customers whereby bills may be paid as regular deductions from the customer’s government welfare payments.</td>
</tr>
<tr>
<td>Code</td>
<td>means the Water Retail Code – Minor and Intermediate Retailers published by ESCOSA as amended from time to time.</td>
</tr>
<tr>
<td>connection point</td>
<td>means, in respect of a sewerage retail service, the inspection point at your supply address which then connects to the sewerage reticulation network.</td>
</tr>
<tr>
<td>contract</td>
<td>means this contract which has been approved by ESCOSA under clause 2.1 of the Code.</td>
</tr>
<tr>
<td>customer</td>
<td>means a customer as defined under section 4 of the Act.</td>
</tr>
<tr>
<td>domestic waste</td>
<td>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.</td>
</tr>
</tbody>
</table>
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 Essential Services Commission Act 2002 (SA).

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 Water Industry Regulations 2012 (SA) 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](http://www.dcsi.sa.gov.au/concessions), phone the Concessions Hotline on 1800 307 758 or email [concessions@dcsi.sa.gov.au](mailto:concessions@dcsi.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@dcsi.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
- inform us about our independent external dispute resolution body where you remain dissatisfied following our review

PAYMENT ASSISTANCE AND FINANCIAL HARDSHIP

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@dcsi.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]
- 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]