WATER RETAIL CODE – MAJOR RETAILERS

WRC-MR/01

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The Essential Services Commission of South Australia is the independent economic regulator of the electricity, gas, ports, rail and water industries in South Australia. The Commission’s primary objective is the protection of the long-term interests of South Australian consumers with respect to the price, quality and reliability of essential services. For more information, please visit www.escosa.sa.gov.au.

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1 PRELIMINARY

1.1 Title, authority and commencement

1.1.1 This industry code:

(a) is the Water Retail Code – Major 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 January 2013; and

(d) may only be amended in accordance with the provisions of Part 4 of the Essential Services Commission Act 2002.

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 major retailers in whole;

(b) in whole or in part, to other retailers as notified in writing by the Commission;

(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) has 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 Parts

1.4.1 This Code is divided into 5 parts:

PART A which sets out customer information provision obligations;

PART B which sets out pre-contractual obligations;

PART C which sets out retailer supply obligations;

PART D which sets out customer service obligations; and

PART E which sets out miscellaneous provisions.

1.5 Obtaining a copy of this industry code or the standard contract

1.5.1 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.

1.5.2 A retailer may impose a reasonable charge for subsequent requests.

1.6 Other Acts, industry codes and guidelines

1.6.1 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.

1.7 Interpretation

1.7.1 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.

1.8 Definitions

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

acceptable identification in relation to:

a) a residential customer, includes one or more of the following:
   i. a driver’s licence, a current passport or other form of photographic identification;
   ii. a Pensioner Concession Card or other entitlement card issued by the State or Commonwealth Government;
   iii. a birth certificate.

b) a non-residential customer which is a sole trader or partnership, includes one or more of the forms of identification for a residential customer for each of the individuals that conduct the business;

c) a non-residential customer which is a body corporate, includes the body corporate’s Australian Company Number or Australian Business Number.

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** 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 scheme** means the scheme approved by the **Commission** in accordance with the provisions of the Water Industry Act 2012

**interruption** includes a planned or unplanned outage that interrupts or restrictions the supply of **retail services**

**major retailer** means a **retailer** which provides **retail services** to more than 50,000 **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

**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)

**SA Water** means the South Australian Water Corporation established under the South Australian Water Corporation Act 1994

**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
PART A – CUSTOMER INFORMATION OBLIGATIONS
2 CUSTOMER CHARTER

2.1 Obligation to prepare Customer Charter

2.1.1 A retailer must, within 3 months of being granted a licence, develop a Customer Charter and submit it to the Commission.

2.2 Minimum requirements for contents of a Customer Charter

2.2.1 The Customer Charter must contain:

(a) a plain language guide to the basic rights and obligations of both the customer and the retailer under:

   (i) this industry code, including the applicable approved service standards;

   (ii) the standard contract;

   (iii) the Water Industry Act 2012 and associated regulations (as appropriate); and

   (iv) obligations and particulars of the retailer’s privacy practices in accordance with applicable privacy laws; and

(b) advice on how to contact the retailer;

(c) the retailer’s process for resolving disputes with customers and complainants and contact details for the industry ombudsman;

2.2.2 Different parts of the Customer Charter may be expressed to apply to different classes of customers.

2.3 Review of a Customer Charter

2.3.1 If the Commission forms the view that a retailer’s Customer Charter requires review:

(a) the Commission may direct the retailer to review the Customer Charter and make variations (or replacement) in accordance with any requirements set out by the Commission; and

(b) the retailer must:

   (i) vary or replace the Customer Charter in accordance with the Commission’s requirements; and

   (ii) submit it to the Commission for approval; and

   (iii) publish the Customer Charter, as approved by the Commission, on the retailer’s website as soon as practicable after it has been approved.

2.3.2 A retailer may vary or replace its Customer Charter independently of a direction referred to in clause 2.3.1.

2.4 Obligation to provide Customer Charter

2.4.1 A retailer must:

(a) advise a customer of the availability of its Customer Charter as soon as practicable following entry into a standard contract, being no later than the issue of the first bill;
place a copy of its Customer Charter on its website, in a readily accessible location;

prominently display its Customer Charter in those parts of the retailer’s offices to which customers regularly have access; and

send a copy of its Customer Charter, or a summary document approved by the Commission, to a 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.

2.5 Charging for Customer Charters

2.5.1 If a customer has already received a copy of the Customer Charter under clause 2.4.1(d), a retailer may impose a reasonable charge for provision of the Customer Charter on any subsequent request from that customer or tenant brought within the definition of customer by regulations within a 12-month period.

3 ENQUIRIES, COMPLAINTS AND DISPUTE RESOLUTION

3.1 Customer enquiry procedures

3.1.1 A retailer must, within 3 months of being granted a licence, prepare and submit to the Commission, for approval, its procedures for handling customer enquiries in accordance with this clause.

3.1.2 Customer enquiry procedures must deal with at least the following matters:

(a) the establishment of a customer enquiry line (for the cost of a local call from anywhere in South Australia) or information desk to provide information about:

(i) the connection of and supply to a supply address;

(ii) the quality and reliability of retail services provided;

(iii) payment options available;

(iv) what to do in the case of difficulties in paying the retailer’s bills;

(v) how to make enquiries or lodge complaints for both customers and tenants brought within the definition of customer by regulations;

(vi) the existence and operations of the industry ombudsman scheme; and

(vii) the existence and operation of any relevant Government concession, grant or rebate schemes.

(b) the registration of life support equipment in accordance with clause 8;

(c) the existence of any water conservation or water restriction measures in place;

(d) available water efficiency measures;

(e) referral to interpreter services; and

(f) any other matter required by the Commission.
3.1.3 The Commission will notify a retailer whether or not it approves the customer enquiry procedures.

3.1.4 A retailer must implement the customer enquiry procedures within 20 business days after the date they are approved by the Commission.

3.1.5 A retailer’s enquiry procedures may be reviewed by the Commission from time to time.

3.2 Customer complaint and dispute resolution

3.2.1 A retailer must, within 3 months of being granted a licence, prepare and submit to the Commission, for approval, its procedures for resolving customer complaints and disputes in accordance with this clause.

3.2.2 Customer complaints and dispute resolution procedures must deal with at least the following matters:

(a) how complaints may be notified by customers;
(b) the handling of complaints for both customers and tenants brought within the definition of customer by regulations;
(c) response times for complaints;
(d) method of response (for example, in writing);
(e) referral to the industry ombudsman scheme where the complaint is not satisfactorily resolved; and
(f) any other matter required by the Commission.

3.2.3 The Commission will notify a retailer whether it approves the customer complaint and dispute resolution procedures.

3.2.4 A retailer must implement the customer complaint and dispute resolution procedures within 20 business days after the date they are approved by the Commission.

3.2.5 A retailer’s customer complaint and dispute resolution 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.

3.4 Language and large print needs

3.4.1 A retailer must:

(a) provide access to multi-lingual services for languages common to the relevant residential customer base to meet the reasonable needs of its residential customers; and

(b) provide, on request by a residential customer, large print versions of:

(i) this industry code, at a reasonable charge; and

(ii) the retailer’s Customer Charter, free of charge.

4 PRICE DISCLOSURE

4.1 Schedule of prices, fees and charges

4.1.1 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 charges 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; and

(c) the amount of all fees and charges under clause (b) or the methods or policies applicable for the calculation of those fees and charges.

4.2 Rating on abuttal

4.2.1 A retailer must include details of any fees or charges that a customer will remain liable for under the Water Industry Act 2012 including but not limited to where the customer requests a disconnection under clause 15 or clause 26.4.

5 WATER EFFICIENCY ADVICE

5.1 Advice on the use of water services

5.1.1 A retailer must provide to a residential customer on request and free of charge:

(a) general advice on the range of water conservation measures available;

(b) advice on how a residential customer may arrange for an audit of the residential customer’s supply address.

6 LEAK MONITORING AND NOTIFICATION

6.1 Abnormal change in water consumption

6.1.1 Where a retailer’s systems indicate, or ought to indicate, that there has been an abnormal change in the level of consumption of water services by a customer, the retailer must inform the customer as soon as reasonably practicable to allow the customer to identify any concealed leaks in the customer’s
infrastructure that could result in an unintended level of water service consumption.

7 CONCESSIONS, REBATES OR GRANTS

7.1 Advice on government concessions, rebates or grants

7.1.1 A retailer must provide to a residential customer or a tenant brought within the definition of customer by regulations any information concerning the availability of government concessions, rebates or grants and the contact details for the government department responsible for the administration of that concession, rebate or grant.

8 LIFE SUPPORT EQUIPMENT

8.1 Registration of life support equipment

8.1.1 Where a residential 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.

8.1.2 A retailer must rely on advice received by a medical practitioner or hospital that life support equipment is required at the supply address.

8.2 Cessation of requirement for life support equipment

8.2.1 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.

8.2.2 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 clause 8.2.1.

8.3 Definition of life support equipment

8.3.1 For the purposes of this clause 8, life support equipment means:

(a) a dialysis machine; or
(b) other equipment as notified by the Commission from time to time.

9 CUSTOMER HARDSHIP POLICIES

9.1 Obligation to have an approved hardship policy

9.1.1 A retailer must, within 3 months of being granted a licence:

(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.

9.2 Approval of variation to hardship policy

9.2.1 The Commission will only approve a modified residential customer hardship policy under clause 9.1.1(b) where it is satisfied that the hardship policy will or is likely to contribute to the achievement of the purpose referred to in section 37 the Water Industry Act 2012.

9.2.2 When it is not so satisfied, the Commission will indicate to the retailer in what respects it considers the residential customer hardship policy as submitted is deficient and require the retailer to submit a revised residential customer hardship policy which addresses those deficiencies.

9.3 Obligation to provide hardship policy

9.3.1 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) a residential customer informs the retailer in writing or by telephone 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 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 25.3; 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.

9.4 Review of a hardship policy

9.4.1 If the Commission forms the view that a retailer’s residential customer hardship policy requires review:
(a) the Commission may direct the retailer to review the hardship policy and make variations (or replacement) in accordance with any requirements set out by the Commission; and

(b) the retailer must:

   (i) vary or replace the hardship policy in accordance with the Commission’s requirements; and

   (ii) submit it to the Commission for approval; and

   (iii) publish the hardship policy, as approved by the Commission, on the retailer’s website as soon as practicable after it has been approved.

9.4.2 A retailer may vary or replace its hardship policy independently of a direction referred to in clause 9.4.1 only if the variation or replacement has been approved by the Commission and the varied or replaced hardship policy has been published on the retailer’s website after the Commission has approved the variation or replacement.
PART B – PRE-CONTRACTUAL OBLIGATIONS
10  PROVISION OF RETAIL SERVICES

10.1  Obligation to supply a retail service

10.1.1 Where a retailer is required to agree to sell and supply a retail service under the terms of its water retail licence, it must do so on the request of a customer subject to any terms and conditions permitted under this industry code or other applicable regulatory instrument.

10.2  Obligation to offer to supply a retail service

10.2.1 Where a retailer is required to offer to sell and supply a retail service under the terms of its water retail licence, it must do so within 20 business days of the request of a customer where the customer's supply address:

(a) is connected, or will be connected after completion of any necessary augmentation or extension to a network through which a retailer makes available a retail service; and

(b) that network has the capacity to deliver the retail service;

(c) the retailer has the right to deliver the retail service to the supply address by means of that network; and

(d) where the retailer, acting reasonably, determines that it is economically viable to provide the retail service to the customer's supply address.

10.2.2 Any fee charged by the retailer for preparing an offer under clause 10.2.1 must not exceed an amount approved by the Commission from time to time.

10.2.3 A retailer may withdraw the offer made under clause 10.2.1 if it is not accepted by the customer within a period of 60 business days from the date or receipt.

10.2.4 If a retailer proposes to recover the costs of extensions or expansions, the retailer must:

(a) undertake the extensions or expansions on fair and reasonable terms and conditions; and

(b) complete the extensions or expansions within a reasonable time; and

(c) comply with any relevant guidelines issued by the Commission.

10.3  Rural and remote services

10.3.1 A retailer must not, without the Commission's approval:

(a) discontinue or cease to operate, maintain or service those parts of network which are in remote areas or rural areas and by means of which it sells and supplies retail services; or

(b) discontinue or cease to supply retail services from those parts of the network by means of which it sells and supplies retail services which are in remote areas or rural areas.

10.4  Asset register

10.4.1 Subject to clause 10.4.3, a retailer must keep a sufficiently detailed register of all assets forming part of its network, which must include the physical description and location of each asset, in a form required by the Commission from time to time.
10.4.2 A register of assets under clause 10.4.1 must be provided to the Commission upon request.

10.4.3 Where a retailer does not own or operate the network by means of which it sells and supplies retail services, it must put into place legally binding arrangements with the owner or operator of that network which ensure:

(a) the recording of the physical description and location of each item of equipment or other asset forming a part of that network; and

(b) that all records under clause 10.4.3(a) are kept in a form required by the Commission from time to time and are able to be provided to the Commission upon request.

11 APPLICATION FOR PROVISION OF RETAIL SERVICES

11.1 Form of applications for provision of a retail service

11.1.1 If a customer proposes to buy a retail service from a retailer at a supply address, the retailer may require the customer to first make an application in person, by telephone, electronically or in writing.

11.2 Pre-contractual duty of customers

11.2.1 A retailer may, on receipt of an application under clause 11.1.1, require the customer to comply with one or more of the following preconditions before agreeing to that application:

(a) the provision of acceptable identification information;

(b) the payment of any relevant fees and charges applicable to that customer, including fees for connection of the supply address to the network;

(c) the provision of contact details for billing purposes;

(d) the provision of contact details for the owner (or the agent of the owner) of the supply address if the application is for a rental property; and

(e) ensuring that there is safe and convenient access to the meter at the supply address.

11.3 Pre-contractual duty of retailers

11.3.1 A retailer must not:

(a) require a customer to satisfy any preconditions other than those specified in clause 11.2.1 before agreeing to provide a retail service to that customer;

(b) seek or require a customer to pay a security deposit, refundable advance or any other form of security in respect of an amount which may in the future become due and payable in respect of the sale and supply of a retail service to that customer.

11.4 Timeframes for commencement of retail service provision

11.4.1 Where an application for the provision of a retail service under clause 11.1.1 does not require the establishment of a connection, the retailer must commence that retail service on:

(a) the date agreed with the customer; or
(b) where no date has been agreed with the customer:

(i) within 2 business days after the customer has satisfied any preconditions under clause 11.2.1; or

(ii) where no preconditions under clause 11.2.1 are imposed by the retailer, within 1 business day of the application.

12 CLASSIFICATION OF CUSTOMERS

12.1 Classification

12.1.1 Customers are classified as follows:

(a) a residential customer; or

(b) a non-residential customer.

12.2 Retailer initial classification of customers

12.2.1 A customer making a request to a retailer for the sale and supply of retail services to a supply address under a customer sale contract must, on request by the retailer, provide sufficient information to the retailer for the retailer to classify, on the basis of that information, the customer as a residential customer or a non-residential customer in relation to the supply address.

12.2.2 On receiving the information, the retailer must classify the customer accordingly.

12.3 Retailer reclassification of customers

12.3.1 A retailer may, of its own initiative or on application by the customer, reclassify the customer as a residential customer or a non-residential customer in relation to the supply address after the formation of the customer sale contract for the supply address.

12.3.2 The retailer may decline to accept a reclassification application if the retailer has classified or reclassified the customer in relation to the supply address within the previous 12 month period, whether of its own initiative or on application.

12.3.3 The retailer must, as soon as practicable, notify the customer of the reclassification of the customer under this clause or of the retailer’s decision to refuse the reclassification application (if any) by the customer.

13 CUSTOMER SALE CONTRACTS

13.1 Approval of terms and conditions for standard contracts

13.1.1 A retailer must obtain the written approval of the Commission for the terms and conditions of a standard contract for the sale and supply of retail services prior to publication of that standard contract under clause 13.1.2.

13.1.2 A retailer must publish the terms and conditions of a standard contract by notice pursuant to section 36 of the Water Industry Act 2012.

13.2 Terms and conditions for non-standard retail contracts

13.2.1 Subject to clause 14.4, after the commencement of this industry code a retailer must not agree to sell and supply a retail service to a customer other than on the terms and conditions set out in the standard contract except in
circumstances where it has the written approval of the Commission to do so (provided that nothing in this clause will require the Commission to approve those alternative terms and conditions).

13.2.2 Where the Commission has provided its written approval for the sale and supply of a retail service to a customer on terms and conditions other than those set out in the standard contract, a retailer must:

(a) provide a copy of those terms and conditions to each customer to whom they apply;
(b) not amend those terms and conditions without the further written approval of the Commission; and
(c) where the Commission has provided its further written approval for the amendment of those terms and conditions, provide a complete amended set of terms and conditions to each customer to whom they apply.

14 CONNECTIONS

14.1 Customer connection policy

14.1.1 A retailer must outline its conditions for connection in its connection policy and make that policy available on its website and provide a copy to a customer upon request.

14.2 Requirements where a connection is needed

14.2.1 Where a connection is required in order to provide a retail service to a customer in accordance with a request under clause 11, a retailer may require:

(a) the customer to agree to undertake and fund, or part fund in agreement with the retailer, any augmentation or extension required for the connection; and
(b) the works to have been completed, prior to commencing the sale and supply of the retail service to that customer.

14.2.2 A retailer must ensure that any customer funding or payment obligations agreed under clause 14.2.1 are consistent with the provisions of any applicable price determination and applicable regulatory instruments.

14.2.3 Where a retailer:

(a) receives a request under clause 11 in respect of a supply address which is not connected to the network through which a retail service is to be sold and supplied to the customer;
(b) has the right to deliver the retail service to the supply address by means of that network; but
(c) does not own or operate that network,
then, as soon as possible after receiving an application under clause 11, the retailer must:
(d) forward relevant details of that customer to the owner or operator of the network for the purposes of arranging for the connection of that supply address; and
use its best endeavours to ensure that the connection is effected within the timeframes required under this industry code.

14.3 Timeframe for provision of a connection

14.3.1 Where:

(a) a retailer is required to provide a connection to a supply address in order to provide a retail service sought by a customer under clause 11;

(b) the retailer has the right to deliver the retail service to that supply address by means of a relevant network; and

(c) that network has the capacity to deliver the retail service (either at the time of application or after augmentation),

the retailer must use its best endeavours to provide a connection in respect of that supply address on:

(d) the date agreed with the customer; or

(e) where no date has been agreed with the customer, within those times required under the standards referred to in clause 17.2.2(a).

14.4 Network capacity restrictions

14.4.1 Where:

(a) a customer has made a request under clause 11 and is otherwise entitled to the provision of a retail service; but

(b) the relevant network will not have the capacity to deliver the retail service even if augmented in the vicinity of the supply address,

the retailer may provide a restricted retail service pursuant to agreement being reached with the customer as to the terms and conditions under which that restricted retail service will be sold and supplied.

14.4.2 The terms and conditions of an agreement under clause 14.4.1 must incorporate any terms and conditions specified by the Commission from time to time.

15 TERMINATION OF RETAIL SERVICES

15.1 Customers’ right to terminate

15.1.1 A retailer must confer on each of its customers the right to effect termination of a standard contract by providing at least 3 business days’ notice.

15.1.2 Notice under clause 15.1.1 may be provided by the customer:

(a) in person;

(b) by telephone;

(c) by electronic mail; or

(d) in writing.

15.1.3 A retailer may not impose a fee or charge in respect of a notice under clause 15.1.1, other than:

(a) a meter reading fee or charge where an unscheduled meter reading is required under clause 15.4.1; or
15.1.4 Nothing in this clause limits a retailer’s right to recover charges under the Water Industry Act 2012.

15.2 Retailers’ right to terminate

15.2.1 A retailer may not terminate a standard contract with a customer unless one or more of the following events occurs:

(a) supply to the relevant supply address has been discontinued in accordance with the terms of the standard contract and the customer no longer has a right to be reconnected under clause 27;

(b) the customer and the retailer have entered into a new customer sale contract in respect of the supply address; or

(c) circumstances beyond the retailer’s reasonable control mean that the water resources necessary to provide the customer’s supply of retail services are no longer available.

15.3 Recovery of unpaid amounts and fees and charges on termination

15.3.1 A retailer must not impose any fees or charges in respect of the termination of a standard contract except:

(a) any amounts unpaid by that customer for the sale and supply of retail services under that standard contract as at the date of termination; and

(b) such fees and charges as arise from the lawful recovery of any amounts unpaid by that customer for the sale and supply of retail services under that standard contract as at the date of termination.

15.4 Final meter readings and bills

15.4.1 Where a customer exercises the right of termination under clause 15.1 and notifies the retailer of a date on which the customer intends to vacate the supply address, the retailer must:

(a) use its best endeavours to ensure that the relevant meters are read at that supply address on that date (or as soon as possible after that date if the customer has not provided access to the relevant meters on the date or at that time); and

(b) prepare and send to the customer at the forwarding address provided by that customer a final bill based on the relevant meter reading obtained under clause 15.4.1(a).

15.5 Failure to provide notice or access

15.5.1 If a customer fails to give a retailer:

(a) the notice referred to in clause 15.1; or

(b) access to the relevant meters at the supply address,

the retailer may charge the customer for any retail services provided to that supply address until:
(c) the relevant meters are read for that supply address (which must take place within 3 business days of the retailer becoming aware that the customer has vacated that supply address, provided that access can be gained to that supply address within the 3 business day period and otherwise as soon as reasonably possible); or  

(d) a different customer enters into a standard contract or a customer sale contract with the retailer for the sale and supply of retail services to the supply address.
PART C – RETAILER SUPPLY OBLIGATIONS
16  RETAILER SUPPLY OBLIGATIONS

16.1  Quality of supply

16.1.1  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.

16.1.2  Where a customer requests, a retailer must provide, within 10 business days, an explanation for any change in the quality of the supply of its retail services outside the allowed limits required under clause 16.1.1.

16.1.3  The obligations of a retailer in relation to the quality of retail services are limited to the extent that such quality is adversely affected by customer’s actions or equipment.

16.2  Safety of supply

16.2.1  A retailer must use its best endeavours to ensure that its actions do not interfere with the safe operation of the network.

16.2.2  At the request of a customer, a retailer must provide advice on:

(a)  the facilities required to protect the retailer’s equipment; and

(b)  the customer’s use of retailer services so that it does not interfere with the network or with supply to any other water or sewerage installation.

16.3  Reliability of supply

16.3.1  Subject to this clause 16.3, a retailer must use its best endeavours to provide a reliable supply of retail services to a customer in accordance with applicable regulatory instruments.

16.4  Retailers’ right to interrupt supply

16.4.1  To the extent necessary, a retailer may interrupt a customer’s supply of retail services:

(a)  for maintenance or repair;

(b)  for the installation of a new supply to another customer;

(c)  for carrying out augmentations or extensions to the network;

(d)  in an emergency; or

(e)  for health and safety reasons.

16.5  Obligation to minimise interruptions

16.5.1  A retailer must use its best endeavours to:

(a)  minimise interruptions or limitations to supply caused by:

(i)  carrying out maintenance or repair to the network;

(ii)  connecting a new supply address to the network;

(iii)  carrying out augmentations or extensions to the network; and

(b)  restore supply as soon as practicable following an interruption or limitation to supply.
16.6 Unplanned interruptions

16.6.1 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 (including restoration and general rectification) as soon as possible and, in any event, restore the supply of retail services within those times required under the standards referred to in clause 17.2.2(a);

(b) provision of information about unplanned interruptions to affected customers;

(c) recording of information about each unplanned interruptions to retail services (including restoration and general rectification); and

(d) provision of access to emergency supplies of drinking water in the event of an unplanned interruption to water services.

16.6.2 In the case of an unplanned interruption, a retailer must provide a 24 hour emergency telephone service to enable a customer to ascertain details and the expected duration of any interruption to supply and for the notification of emergencies and faults.

16.7 Planned interruptions

16.7.1 A retailer must provide a customer with at least 4 business days’ notice of any interruption to the supply of retail services at the customer’s supply address for the purposes of planned maintenance work on, or augmentation to the network, or installation of a new supply to another customer:

(a) in writing (in which case the days shall be counted from the date of receipt of the notice); or

(b) by radio or newspaper where it is not practicable to send a notice in writing due to the number of customers affected.

16.8 Health and safety

16.8.1 Except in the case of an emergency, or where there is a need to reduce the risk of fire or where relevant legislation, regulations or codes require or permit it, a retailer must not disconnect or restrict the supply of retail services to a customer’s supply address for a health or safety reason unless the retailer has:

(a) given the customer written notice of the reason;

(b) allowed the customer 5 business days to remove the reason (the 5 business days shall be counted from the date of receipt of the notice); and

(c) at the expiration of those 5 business days given the customer, by way of a written disconnection warning or restriction warning, another 5 business days’ notice of its intention to disconnect the customer (the 5 business days shall be counted from the date of receipt of the notice).

16.9 Information to be provided to customers

16.9.1 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 supply or inspection, repair or testing of a water or sewerage installation.

16.9.2 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.

16.10 Bursts, leaks, blockages and spills

16.10.1 A retailer must have in place, and comply with, policies, practices and procedures to deal with a burst, leak, blockage or spill in respect of its sewerage infrastructure or water infrastructure.

16.10.2 A retailer's policies, practices and procedures under clause 16.10.1 must deal with at least the following matters:

(a) prompt attendance at a site after becoming aware of the existence of a burst, leak or blockage in its sewerage infrastructure or water infrastructure;

(b) the action or actions which must be taken to rectify a burst, leak or blockage in its sewerage infrastructure or water infrastructure, taking into account the potential or actual impact on:

(i) customers;

(ii) other persons or entities affected by the burst, leak or blockage;

(iii) property; and

(iv) the environment;

(c) the provision of information about the burst, leak or blockage in the manner required under clause 16.6;

(d) in the event of a sewage spill at a supply address, the action or actions which will ensure that damage and inconvenience to customers and other persons or entities is minimised;

(e) in the event of a sewage spill, the action or actions which will ensure that the sewage spill is promptly cleaned and the affected area is disinfected; and

(f) payment of compensation to customers for any loss, damage or injury occurring at the customer's supply address as a result of a burst, leak, blockage or spill.

16.10.3 A retailer must:

(a) keep records of events where action was required to be taken in accordance with its policies, practices and procedures under clause 16.10.1; and

(b) provide those records to the Commission for inspection and review on request.

16.11 Powers under other Acts

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

16.11.2 Nothing in this industry code will override any requirement by the retailer to:

(a) restrict or discontinue water supply to customers to enable an appropriate balance of demand and supply or to ensure appropriate quality of supply;

(b) adopt other measures related to the protection and use of the water supply; or

(c) assist with any prohibitions imposed on the use of water through the adoption of conservation measures,

where such action is undertaken in accordance with the requirements of Part 6 of the Water Industry Act 2012.

17 SERVICE STANDARDS

17.1 Obligation to meet service standards

17.1.1 In addition to complying with applicable requirements of health and environmental regulations, a retailer must use its best endeavours to achieve all applicable service standards during each financial year ending on 30 June.

17.1.2 A retailer must keep sufficient records to monitor its performance level and to provide the information required by clause 17.2.

17.2 Service standards reporting

17.2.1 A retailer must report to the Commission concerning matters relating to performance in meeting service standards during the last financial year or part of a financial year.

17.2.2 In particular, a retailer must report on:

(a) performance against applicable service standards;

(b) the amount of any rebates paid or credited to customers as a result of a retailer’s failure to meet any service standards referred to in clause 17.2.2(a);

(c) the reason for any non-compliance; and

(d) how the retailer will improve its performance so as to meet the applicable service standards.

17.2.3 A report under this clause 17.2 must be made in conformance with any requirements specified by the Commission in applicable regulatory instruments.
PART D – CUSTOMER SERVICE OBLIGATIONS
18 BILLING

18.1 Frequency of bills

18.1.1 A retailer must use its best endeavours to issue a bill to a customer at least quarterly.

18.1.2 A retailer and a customer may agree to a billing cycle with a regular recurrent period that differs from 18.1.1 provided that the retailer has advised the customer in writing of the proposed billing frequency.

18.2 Failure to issue a bill

18.2.1 If a retailer fails to issue a bill to a customer in accordance with the requirements of clause 18.1 and seeks to recover any amounts undercharged as a result of that failure, it must:

(a) limit the amount sought to be recovered to the amount undercharged in the 12 months prior to the date on which it first advises the customer in writing that the customer has been undercharged; and

(b) offer the customer the opportunity to pay for any amounts undercharged under a flexible payment plan under clause 24.1.

18.2.2 The period of a flexible payment plan offered under clause 18.2.1(b) must be at least equal to the period for which the undercharging occurred.

18.3 Billing address

18.3.1 A retailer must issue a bill to a customer at the supply address advised under clause 11.2.1(c), unless the customer subsequently nominates another address.

18.4 Basis for bills

18.4.1 A retailer must base a customer’s bill for water services that are metered on:

(a) an actual reading of the relevant meters at the customer’s supply address determined in accordance with applicable regulatory instruments;

(b) on metering data provided for the relevant meters at the customer’s supply address determined in accordance with applicable regulatory instruments; or

(c) on an estimation of the usage of retail services by that customer determined in accordance with the retailer’s estimating system approved by the Commission; and

(d) use its best endeavours to ensure that there is an actual read of relevant meters at the customer’s supply address as frequently as is required to prepare its bills as required under clause 18.1 and, in any event, at least once every 12 months.

18.4.2 Where more than one customer shares a single meter at the supply address a retailer must:

(a) apportion the consumption of the water service across the customers supplied through that meter on a basis approved by the Commission; and

(b) provide separate bills to each individual customer, upon request.

18.4.3 A retailer must calculate a customer’s bill for water services that are unmetered in accordance with an estimation system approved by the Commission.
18.4.4 A retailer must base a bill for sewerage services in a manner which is consistent with the provisions of any applicable price determination and applicable regulatory instruments.

18.5 Estimation as basis for bills

18.5.1 A retailer may issue a customer with an estimated bill:

(a) based on an estimation of the usage of relevant retail services by that customer in accordance with applicable regulatory instruments; or

(b) where the estimation system to be used has been approved by the Commission, based on:

(i) the customer's reading of the relevant meters; or

(ii) the customer's prior usage history at that supply address; or

(iii) where the customer does not have a prior usage history at that supply address, the average usage by a comparable customer over the corresponding period.

18.5.2 When a retailer issues a customer with an estimated bill it must publish a notice in a prominent location on that bill advising that the bill is based on an estimated reading of the meter.

18.5.3 Where a retailer has provided a customer with an estimated bill and the meter is subsequently read, if that meter reading demonstrates that the customer has been undercharged and the retailer seeks to recover the amount of the undercharging, then, whether or not the undercharging occurred as a result of an act or omission of the retailer, the retailer must only recover the amount undercharged in accordance with clause 22.

18.6 Adjustments to bills subsequent to an estimated bill

18.6.1 Where a retailer has provided a customer with an estimated bill under clause 18.5 and the meter is subsequently read, the retailer must include an adjustment on the next bill to take account of the actual meter reading.

18.6.2 Where a customer has denied access to a meter for the purpose of reading that meter and subsequently requests the retailer to replace an estimated bill with a bill based on a reading of the meter, the retailer must comply with that request but may charge the customer any costs it incurs in doing so.

18.7 Contents of bills

18.7.1 A retailer may issue a single bill containing charges for water services and sewerage services.

18.7.2 A retailer must prepare a bill so that a customer can easily verify that the bill conforms to their customer sale contract 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 in accordance with clause 18.9;

(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 (for the cost of a local call from anywhere in South Australia) 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 range of the next meter reading;
   (iii) the meter readings, metering data or estimates for the bill for retail services, for those services that are metered;
   (iv) consumption, or estimated consumption, for water services in units used (kilolitre (kL));

(m) for bills issued to residential customers:
   (i) a reference to the availability of relevant government concessions and rebates;
   (ii) advice in languages common to the residential customer base on how to access interpreter services; and

(n) any other information prescribed by applicable regulatory instruments.

18.7.3 A retailer may issue a bill to a customer in a different form to 18.7.2 where approval has been provided in writing by the Commission.

18.8 Average daily usage

18.8.1 Subject to clause 18.8.2, a retailer must, for a residential customer's current supply address display on each bill for water services:

(a) the residential customer's current average water usage and, to the extent that data are available, a comparison of the residential customer's average usage for the same period during the previous year for that supply address; and

(b) for a residential customer, a comparison of average water usage for the residential customer with other similar residential customers.

18.8.2 A retailer need not include a comparison of average water usage:

(a) when it is the residential customer’s first bill for a supply address;

(b) where there has been no or very low water usage; or
(c) where comparable data are not available.

18.8.3 A retailer may issue a bill to a residential customer in a different form to clause 18.8.1 where approval has been provided in writing by the Commission.

18.9 Pay-by date

18.9.1 Unless otherwise agreed with a customer, the pay by date specified in the bill must not be less than 12 business days after the date the retailer sends the bill.

18.9.2 If a customer has not paid a bill by the due date, the retailer must send to that customer a reminder notice under clause 18.10.

18.9.3 A retailer may charge a non-residential customer interest on a late payment, at a rate and on terms and conditions as approved by the Commission from time to time for specific groups of customers.

18.10 Reminder notices

18.10.1 A reminder notice is a notice issued by a retailer after the pay-by date for a bill to remind the customer that payment is required.

18.10.2 A reminder notice must:

(a) state the date of its issue;

(b) state the date on which the reminder notice period ends (which must not be less than 5 business days after the date the notice is issued);

(c) state that payment of the bill must be made during the reminder notice period;

(d) include details of the retailer’s telephone number for complaints and disputes; and

(e) include details of the existence and operation of the industry ombudsman scheme.

18.11 Historical billing data

18.11.1 A retailer must keep a customer’s billing data for at least 4 years.

18.11.2 Where a customer requests, and the data are available, a retailer must, within 10 business days of that request, provide to the customer free of charge the customer’s billing data appearing on the customer’s bills for a supply address for the previous 2 years.

18.11.3 Where a customer requests billing data before the period stated in clause 18.11.2, a retailer must use its best endeavours to provide that data to the customer within 20 business days of the request and may impose a reasonable charge for providing that data.

18.11.4 Where a tenant requests the provision of historical billing data in respect of a supply address at which the tenant resides or resided, the retailer must provide those data to the tenant where:

(a) the tenant provides acceptable evidence (such as an executed tenancy agreement, proof of rental receipts or other bills for goods and services) demonstrating that tenant’s residence at the supply address; and

(b) the tenant resided at the supply address for the period to which that the requested historical billing data relates.
18.11.5 A request made by a tenant under clause 18.11.4 must be dealt with by the retailer in the timeframes set out in clause 18.11.2 and clause 18.11.3 (as the case may be).

19 CHANGES IN TARIFF TYPES OR RATES

19.1 Change in use

19.1.1 A customer must notify its retailer of a change in use of the customer’s supply address.

19.1.2 Where a customer notifies a retailer of a change in use of the customer’s supply address, the retailer may require the customer to transfer to a tariff applicable to the customer’s use of that supply address with effect from the date on which the retailer notifies the customer of the new tariff.

19.1.3 If a reclassification is necessary as a result of the change in use notified by the customer under 19.1.2, the date on which the retailer notifies the customer of the new tariff must not be earlier than the date notice is provided under clause 12.3.

19.1.4 If a customer fails to give notice of a change in use of the customer’s supply address, the retailer may, upon giving notice to the customer, transfer the customer to the applicable tariff with effect from the date of the change of use occurred.

19.1.5 Despite clause 12.3, if a reclassification is necessary as a result of a change of use under 19.1.4, the reclassification takes effect on the date on which the new tariff applies under 19.1.4.

19.2 Effective date of transfer between tariff types

19.2.1 Where a customer transfers from one tariff type to another, 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.

19.3 Change of tariff type within a billing cycle

19.3.1 Where during a billing cycle a customer changes from one type of tariff to another type of tariff, the retailer must:

(a) if it is necessary to do so due to the change in the type of tariff applying to that customer, obtain a meter reading or metering data at the time the type of tariff changes; and

(b) calculate the customer’s bill using:

(i) the old type of tariff up to and including the date of the meter reading; and

(ii) the new type of tariff rate from the date of the meter reading to the end of the billing cycle.

19.4 Change of tariff rate within a billing cycle

19.4.1 Where during a billing cycle the tariff rate or charge applying to a customer changes, the retailer must calculate the bill on a pro-rata basis using:
(a) the old tariff rate or charge up to and including the date of change; and
(b) the new tariff rate or charge from the date of the change to the end of the billing cycle.

19.5 Alternative tariffs or tariff options

19.5.1 Where a 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;
(b) demonstrates to the retailer that it satisfies all of the conditions relating to that other tariff,

the retailer must transfer the customer to that other tariff within 10 business days of satisfying those conditions.

20 BILLING DISPUTES

20.1 Obligation to review a bill on request

20.1.1 A retailer must review a customer's bill when asked by that customer.

20.1.2 A retailer must inform the customer of the outcome of that review as soon as reasonably possible and, in any event, within 20 business days.

20.1.3 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.

20.2 Customer requests for testing of meters or metering data

20.2.1 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.

20.2.2 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.

20.2.3 A retailer must ensure that any test required under clause 20.2.1 is completed within a reasonable time.

20.3 Procedures following a review of a bill

20.3.1 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 20.2.2;
(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.

20.3.2 The retailer must inform the customer that the customer may lodge a dispute with the industry ombudsman after completion of the retailer’s review of a bill, where the customer is not satisfied with the retailer’s decision in the review and the retailer’s action or proposed action under clause 20.3.1.

21 UNDERCHARGING

21.1 Recovery from customers

21.1.1 Subject to clause 21.2, 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.

21.2 Limitations on recovery where due to retailer error

21.2.1 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) 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.

22 OVERCHARGING

22.1 Notice and payment to customers

22.1.1 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) if the amount overcharged is $100 or less, and the customer has already paid that amount, credit that amount to the customer’s next bill, or, if the
customer has ceased to purchase retail services from that retailer, pay that amount to the customer within 10 business days; or

(b) if the amount of the overcharge is more than $100, and the customer has already paid that amount, ask the customer for instructions as to whether the amount should be:

(i) credited to the customer’s account; or

(ii) repaid to the customer using the retailer’s usual procedures; or

(iii) on the customer’s written instructions, paid to another person,

and pay the amount in accordance with the customer’s instructions within 10 business days.

22.2 Payment where no instruction given

22.2.1 Where the retailer has asked for instructions from a customer under clause 22.1 and no instructions have been provided by the customer within 20 business days of that request, the retailer must pay the amount overcharged to the customer.

22.3 Payment of interest

22.3.1 A retailer is not required to credit any interest to a credit or refund referred to in clause 22.1.

22.4 Customer requests

22.4.1 Notwithstanding clause 22.1.1(a), if the amount of the overcharge is $100 or less, and the customer requests the amount to be dealt with in accordance with clause 22.1.1(b), the retailer must agree to that request.

23 PAYMENTS

23.1 Payment methods

23.1.1 A retailer must offer at least the following payment methods to its customers:

(a) in person at a network of agencies or payment outlets;

(b) by mail; and

(c) by direct debit under a payment arrangement agreed by the customer, the retailer and an ADI nominated by the customer.

23.2 Payment by Centrepay

23.2.1 A retailer must permit payment using Centrepay as a payment option by a residential customer.

23.3 Direct debit

23.3.1 Where a direct debit arrangement is entered into between a retailer and a customer:

(a) the retailer and the customer must agree the amount, initial date and frequency of direct debits; and

(b) the explicit informed consent of the customer is required for entering into the arrangement.
23.3.2 Where a direct debit arrangement is entered into between a retailer and a customer, the retailer must:

(a) notify the customer in writing if the customer requests the retailer to cease to rely on the arrangement, the retailer will no longer rely on the direct debit authority; and

(b) terminate the arrangement on being requested by the customer to do so.

23.4 Payments in Advance

23.4.1 A retailer must, at the request of a customer, accept payment in advance.

23.4.2 The acceptance of an advance payment by a retailer in accordance with clause 23.4.1 will not require the retailer to credit any interest to the amounts paid in advance.

23.5 Long absence or illness

23.5.1 Where a residential customer is unable to arrange payment by one of the above methods, whether due to illness or long absence, the retailer must offer:

(a) payment in advance facilities; and

(b) redirection of the residential customer’s bill as requested by the residential customer free of charge.

23.6 Shortened collection period

23.6.1 A retailer may place a customer on a shortened collection cycle with the agreement of the customer.

23.6.2 Otherwise, a retailer may place a customer on a shortened collection cycle only if:

(a) in the case of a residential customer, the customer is not experiencing payment difficulties; and

(b) in the case of a residential customer, the retailer has informed the residential customer that flexible payment plans offered by the retailer are available; and

(c) the retailer has given the customer a reminder or warning notice for 2 consecutive bills; and

(d) before the second reminder or warning notice, the retailer has given the customer a notice informing the customer that:

(i) the receipt of the second reminder or warning notice may result in the customer being placed on a shortened collection cycle; and

(ii) failure to make a payment may result in arrangements being made for restriction of the supply of water services without a further reminder notice; and

(iii) alternative payment arrangements may be available; and

(iv) the customer may obtain further information from the retailer (on a specified telephone number).

23.6.3 Any notice given under clause 23.6.2(d) must advise the customer of the existence of the retailer’s dispute resolution processes under clause 3.

23.6.4 The retailer must, within 10 business days of placing the customer on a shortened collection cycle, give the customer notice that:
(a) the customer has been placed on a shortened collection cycle; and 
(b) the customer must pay 3 consecutive bills in the customer’s billing cycle by the pay-by date in order to be removed from the shortened collection cycle; and 
(c) failure to make a payment may result in arrangements being made for restriction of the supply of water services without a further reminder notice.

### 23.7 Charge for dishonoured payments

23.7.1 This clause applies where a customer pays a retailer bill by cheque, by a direct debit from an account with an ADI, or by credit card.

23.7.2 If a payment referred to in this clause is dishonoured or reversed, which results in the retailer incurring a fee, the retailer may recover the amount of that fee from the customer.

### 23.8 Debt recovery

23.8.1 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:
   (i) its hardship policy in relation to that residential customer; or 
   (ii) this industry code relating to non-payment of bills, payment plans and assistance to residential customers experiencing payment difficulties; or 
(c) the retailer has installed a flow restriction device in accordance with clause 25.3.

### 23.9 No limitation on payment options

23.9.1 Nothing in this industry code prevents a retailer from providing payment options in addition to those specified in this clause 23.

### 24 PAYMENT DIFFICULTIES AND FLEXIBLE PAYMENT PLANS

#### 24.1 Flexible payment plans

24.1.1 A retailer must offer and apply flexible payment plans in accordance with this clause, as soon as is reasonably practicable, for residential customers experiencing payment difficulties if the customer informs the retailer in writing or by telephone that the customer is experiencing payment difficulties or the retailer otherwise believes the residential customer is experiencing repeated difficulties in paying the customer’s bill or requires payment assistance.

24.1.2 A retailer must offer residential customers at least the following flexible payment options:

(a) a system or arrangement under which a residential customer may make payments in advance towards future bills; and
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 disconnection or reconnection charges).

24.1.3 A retailer does not have to offer a residential customer a flexible payment plan if the residential customer has, in the previous 12 months, had 2 such plans cancelled due to non-payment.

24.1.4 In such a case, the retailer must offer another flexible payment plan only if the retailer is reasonably satisfied that the residential customer will comply with that plan.

24.2 Notice to residential customers experiencing payment difficulty

24.2.1 A residential customer experiencing payment difficulty (whether self-identified or identified by the retailer) must be provided with the following information by the retailer:

(a) information about the retailer’s hardship policy;

(b) information about the right to have a bill redirected to a third person, as long as that third person consents to that redirection;

(c) information about, and referral to, government assistance programs; and

(d) information on independent financial and other relevant counselling services.

24.2.2 When a residential customer requests information or a redirection of its bills under this clause, the retailer must provide that information or redirection free of charge.

25 RESTRICTION OF WATER SUPPLY

25.1 Restriction warning notices

25.1.1 A restriction warning notice is 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 in accordance with clause 25.

25.1.2 A restriction warning notice must:

(a) state the date of its issue;

(b) state 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) inform the customer of applicable restoration procedures and (if applicable) that a charge will be imposed for restoration; and
(f) include details of the retailer’s telephone number for complaints and disputes; and

(g) include details of the existence and operation of the industry ombudsman scheme.

25.2 Prohibitions on water service flow restriction

25.2.1 A retailer must not arrange for the supply of a residential customer’s water services to be restricted:

(a) where the retailer is undertaking debt recovery action against the residential customer;

(b) 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 9 and the residential customer is adhering to those requirements;

(c) 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;

(d) 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 8;

(e) where a residential customer has made a complaint, directly related to the reason for the proposed flow restriction, to the industry ombudsman scheme or another external dispute resolution body and the complaint remains unresolved;

(f) where the residential customer has formally applied for assistance from the agencies referred to 7, and a decision on the application has not been made;

(g) where the residential customer is a landlord, the supply address is occupied by a tenant and the tenant has satisfied:

(i) the evidence requirements set out in clause 18.11.4; and

(ii) its payment obligations (if any) in respect of the retail service in accordance with the terms of the relevant tenancy agreement;

(h) after 3.00pm on a business day;

(i) 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

(j) it is a day of total fire ban declared by a relevant authority in the area in which the supply address is located.

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

(a) where the retailer is undertaking debt recovery action against the non-residential customer;

(b) 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;
(c) where a non-residential customer has made a complaint, directly related to the reason for the proposed flow restriction, to the industry ombudsman scheme or another external dispute resolution body and the complaint remains unresolved;

(d) where the non-residential customer is a landlord and the supply address is occupied by a tenant;

(e) after 3.00pm on a business day;

(f) 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

(g) it is a day of total fire ban declared by a relevant authority in the area in which the supply address is located.

25.3 Ability to restrict water services

25.3.1 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;
(b) not agreed to an offer of a flexible payment plan under clause 24.1 or another payment option to pay a bill;
(c) not adhered to the residential customer’s obligations to make payments in accordance with an agreed flexible payment plan or another payment option relating to the payment of bills;
(d) not complied with the terms of its Hardship Policy under clause 9 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.

25.3.2 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;
(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.

25.4 Preconditions to restricting water services

25.4.1 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 7, if applicable, and referred the residential customer to the organisation responsible for that concession;

(d) offered the residential customer a flexible payment plan of the kind referred to in clause 24.1;

(e) in respect of a failure to provide meter reading access under clause 25.3.1(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;

(f) given the residential customer a reminder notice;

(g) 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

(h) advised the residential customer of the existence and operation of the industry ombudsman scheme.

25.4.2 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 25.3.2(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).

25.5 Immediate restrictions by retailers

25.5.1 Subject to compliance with the requirements of clause 25.4, 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 25.4.1(e)(ii) or clause 25.4.2(c)(ii).

25.6 Minimum restricted water flow rate

25.6.1 The restriction of the supply of water services to a supply address under clause 25.3 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.

26 DISCONNECTIONS

26.1 Prohibition on disconnection of sewerage services

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

26.2 Prohibition on disconnection of water services

26.2.1 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.

26.3 Permitted disconnections

26.3.1 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 entity to a water industry officer appointed under the Water Industry Act 2012 for the purposes of meter reading or other purpose
26.4 Customer request for final account or disconnection

26.4.1 If a customer requests the retailer to arrange for the preparation and issue of a final bill for, or 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.

26.4.2 A retailer must inform a customer of any fees or charges that customer will remain liable for under the Water Industry Act 2012 notwithstanding a disconnection under clause 26.4.

27 RESTORATION OF SUPPLY

27.1 Retailer and customer obligations

27.1.1 Where a retailer has disconnected or restricted the supply of water services to a supply address:

(a) for non-payment of a bill and the customer has within 10 business days of the date on which the flow restriction occurred paid or agreed to accept an offer (made in accordance with clause 24.1) of a flexible payment plan and made a contribution to that flexible payment plan, or other payment option; or

(b) because access to the meter was denied and the customer has within 10 business days of the date on which the flow restriction or disconnection occurred has provided access to the meter; or

(c) for a customer using retail services in breach of clause 30, and the customer has within 10 business days of the date on which the flow restriction or disconnection occurred remedied that breach, and has paid, or made an arrangement to pay, for the retail services so obtained.

the retailer must arrange for the reconnection or removal of flow restriction in respect of the supply of water services to that supply address in accordance with this clause, subject to:

(d) the provisions of clause 30;

(e) the customer making a request for reconnection or removal of water flow restriction; and

(f) the customer first paying the retailer’s reasonable charge for reconnection or removal of water flow restriction, if any.

27.2 Waiver of reconnection fee for Hardship Customer

27.2.1 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 Hardship Program, so long as the residential customer agrees to participate in the retailer’s Hardship Program upon restoration.
27.3 Customer request by 12 pm

27.3.1 Where, under clause 27.1, a retailer is obliged to arrange for the reconnection or removal of a flow restriction in respect of the supply of water services to that supply address and the customer has satisfied the requirements of that clause before 12 pm on a business day, the retailer must:

(a) arrange for the reconnection or the removal of a flow restriction on the day of the request in the Adelaide Business Area and metropolitan areas; and

(b) use its best endeavours to arrange for the reconnection or the removal of a flow restriction on the day of the request in remote areas and rural areas and, in any event, by the next business day.

27.4 Customer request after 12 pm

27.4.1 Where, under clause 27.1, a retailer is obliged to arrange for the reconnection or removal of a flow restriction in respect of the supply of water services to that supply address and the customer makes a request after 12 pm on a business day, the retailer must:

(a) use its best endeavours to arrange for the reconnection or removal of a flow restriction on the day of the request; and

(b) in any event, by the end of the next business day.
PART E – MISCELLANEOUS PROVISIONS
28 FORCE MAJEURE

28.1 Effect of force majeure event

28.1.1 If, but for this clause 28, 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.

28.2 Deemed prompt notice

28.2.1 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.

28.3 Situations where clause 28.1.1(a) does not apply

28.3.1 A retailer may agree with a customer that the retailer is not to have the benefit of clause 28.1.1(a) in respect of any force majeure event.

28.4 Obligation to overcome or minimise effects of force majeure event

28.4.1 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.

28.5 Settlement of industrial disputes

28.5.1 Nothing in clause 28.4.1 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.

29 APPOINTMENT OF OPERATOR

29.1 Continuity of Retail Services

29.1.1 Where:

(a) a retailer is no longer entitled to sell and supply a retail service to customers; and

(b) the Governor has made the required proclamation to enable the Commission to take over the retailer’s operations (or specified part of the operations) and appoint an operator in accordance with Part 4 of the Water Industry Act 2012,
the retailer’s customers will continue to receive retail services (or a specified component of retail services) on the basis of the applicable standard contract, unless services have been provided under a non-standard contract in which case services will continue in accordance with the terms and conditions of that contract.

29.2 Operator of Last Resort Guidelines

29.2.1 A retailer appointed in accordance with Part 4 of the Water Industry Act 2012 to take over another retailer’s operations will be required to conduct the operations in accordance with any applicable industry codes, rules or guidelines issued by the Commission from time to time.

29.3 Obligation to provide customer information to appointed operator

29.3.1 Each customer sale contract entered into by a retailer with a customer must expressly provide that, should the retailer be no longer entitled to sell and supply retail services to customers in accordance with Part 4 of the Water Industry Act 2012, the retailer must within 1 business day provide the name, billing address and other relevant information of each of its customers to the appointed operator if so requested.

30 ILLEGAL USE

30.1 Retailer right of recovery for illegal use

30.1.1 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.