

WATER INDUSTRY RETAIL LICENCE

Hillrise Investments Pty Ltd ABN 68 056 246 087

Class – Minor (2) Retailer

Issued by the Essential Services Commission of South Australia on 25 October 2013



Variation History

AMENDMENT NUMBER	VARIATION DATE	REASON
1	2019-01-01	Initial version
2	2019-03-15	Clarification of scope
3	2019-06-01	Technical updates
4	2019-09-10	Minor corrections
5	2019-12-01	Annual review
6	2020-01-01	Implementation of new standards
7	2020-04-15	Emergency measures
8	2020-07-01	Revisions to procedures
9	2020-10-01	Updates to definitions
10	2021-01-01	Annual review
11	2021-03-15	Clarification of scope
12	2021-06-01	Technical updates
13	2021-09-10	Minor corrections
14	2021-12-01	Annual review
15	2022-01-01	Implementation of new standards
16	2022-04-15	Emergency measures
17	2022-07-01	Revisions to procedures
18	2022-10-01	Updates to definitions
19	2023-01-01	Annual review
20	2023-03-15	Clarification of scope
21	2023-06-01	Technical updates
22	2023-09-10	Minor corrections
23	2023-12-01	Annual review
24	2024-01-01	Implementation of new standards
25	2024-04-15	Emergency measures
26	2024-07-01	Revisions to procedures
27	2024-10-01	Updates to definitions
28	2025-01-01	Annual review
29	2025-03-15	Clarification of scope
30	2025-06-01	Technical updates
31	2025-09-10	Minor corrections
32	2025-12-01	Annual review
33	2026-01-01	Implementation of new standards
34	2026-04-15	Emergency measures
35	2026-07-01	Revisions to procedures
36	2026-10-01	Updates to definitions
37	2027-01-01	Annual review
38	2027-03-15	Clarification of scope
39	2027-06-01	Technical updates
40	2027-09-10	Minor corrections
41	2027-12-01	Annual review
42	2028-01-01	Implementation of new standards
43	2028-04-15	Emergency measures
44	2028-07-01	Revisions to procedures
45	2028-10-01	Updates to definitions
46	2029-01-01	Annual review
47	2029-03-15	Clarification of scope
48	2029-06-01	Technical updates
49	2029-09-10	Minor corrections
50	2029-12-01	Annual review
51	2030-01-01	Implementation of new standards
52	2030-04-15	Emergency measures
53	2030-07-01	Revisions to procedures
54	2030-10-01	Updates to definitions
55	2031-01-01	Annual review
56	2031-03-15	Clarification of scope
57	2031-06-01	Technical updates
58	2031-09-10	Minor corrections
59	2031-12-01	Annual review
60	2032-01-01	Implementation of new standards
61	2032-04-15	Emergency measures
62	2032-07-01	Revisions to procedures
63	2032-10-01	Updates to definitions
64	2033-01-01	Annual review
65	2033-03-15	Clarification of scope
66	2033-06-01	Technical updates
67	2033-09-10	Minor corrections
68	2033-12-01	Annual review
69	2034-01-01	Implementation of new standards
70	2034-04-15	Emergency measures
71	2034-07-01	Revisions to procedures
72	2034-10-01	Updates to definitions
73	2035-01-01	Annual review
74	2035-03-15	Clarification of scope
75	2035-06-01	Technical updates
76	2035-09-10	Minor corrections
77	2035-12-01	Annual review
78	2036-01-01	Implementation of new standards
79	2036-04-15	Emergency measures
80	2036-07-01	Revisions to procedures
81	2036-10-01	Updates to definitions
82	2037-01-01	Annual review
83	2037-03-15	Clarification of scope
84	2037-06-01	Technical updates
85	2037-09-10	Minor corrections
86	2037-12-01	Annual review
87	2038-01-01	Implementation of new standards
88	2038-04-15	Emergency measures
89	2038-07-01	Revisions to procedures
90	2038-10-01	Updates to definitions
91	2039-01-01	Annual review
92	2039-03-15	Clarification of scope
93	2039-06-01	Technical updates
94	2039-09-10	Minor corrections
95	2039-12-01	Annual review
96	2040-01-01	Implementation of new standards
97	2040-04-15	Emergency measures
98	2040-07-01	Revisions to procedures
99	2040-10-01	Updates to definitions
100	2041-01-01	Annual review

1. DEFINITIONS AND INTERPRETATION

- 1.1 Words appearing in italics like **this** are defined in Part 1 of the Schedule.
- 1.2 This licence must be interpreted in accordance with the rules set out in Part 2 of the Schedule.

2. GRANT OF LICENCE

- 2.1 Subject to the conditions set out in this licence, the **licensee** is licensed under Part 4 of the **Act** to provide the **retail services** specified in Part A of the Annexure to the **customers** specified in Part B of the Annexure.

3. TERM

- 3.1 This licence commences on the date it is issued and continues until it is:
 - (a) surrendered by the **licensee** under section 32 of the **Act**; or
 - (b) suspended or cancelled by the **Commission** under section 33 of the **Act**.

4. FEES

- 4.1 The licensee must pay the applicable licence fees in accordance with section 24 of the **Act**.

5. SALE AND SUPPLY OF RETAIL SERVICES TO CUSTOMERS

- 5.1 At the request of a **customer** that owns or occupies land situated within the area that the **licensee** provides the **retail services** set out in Part A of the Annexure to this licence, the **licensee** must make an offer to provide those **retail services** on terms and conditions which are consistent with this licence, the **Act**, applicable **industry codes** and any other applicable laws.
- 5.2 When the **licensee** sells and supplies **retail services** to a **customer** under this clause it must comply with the terms and conditions set out in any applicable **industry code** made by the Commission from time to time relating to contractual terms and conditions.

6. COMPLIANCE WITH LAWS AND INDUSTRY CODES

- 6.1 The **licensee** must comply with all applicable laws and any technical or safety requirements or standards in regulations under the **Act**.
- 6.2 Subject to clause 6.3, the **licensee** must hold and comply with the conditions of any registration required under the **Safe Drinking Water Act** at all times that such registration is required for the operations authorised by this licence.

6.3 The *licensee* must notify the *Commission* if it commits a material breach of the *Act* within 3 days of becoming aware of that breach.

6.4 The *licensee* must:

- (a) comply with any applicable *industry code* or *industry rule* made by the *Commission* under the *ESC Act* as in force from time to time;
- (b) comply with any applicable minimum service standards imposed under any applicable *industry code*, *industry rule* or other regulatory instrument made by the *Commission* and any specified technical or safety requirements or standards;
- (c) monitor and report to the *Commission* on its levels of compliance with any applicable *industry code* or *industry rule* provisions and minimum service standards; and
- (d) notify the *Commission* in accordance with any applicable guideline if it commits a material breach of any applicable *industry code* or *industry rule* made by the *Commission* within 3 days of becoming aware of that breach.

7. PROVISION OF INFORMATION TO CUSTOMERS

7.1 When the *licensee* provides *retail services* to a *customer*, the *licensee* must:

- (a) comply with all applicable provisions of any *industry code* made by the *Commission* relating to the provision of pricing information; and
- (b) include the information prescribed by regulation under the *Act* in each account for *retail services* provided to a *customer*.

8. RESTRICTION, DISCONTINUANCE & DISCONNECTION

8.1 The *licensee* must not restrict, discontinue or disconnect, or take any action which may lead to the restriction, discontinuance or disconnection of supply of *retail services*, except in accordance with the restriction, discontinuance and disconnection procedures set out in the *Act*, any applicable *industry code* or, otherwise, in accordance with the customer's *customer sale contract*.

9. OMBUDSMAN AND DISPUTES

9.1 The *licensee* must develop and implement procedures to resolve customer complaints and disputes in accordance with any applicable *industry code* and, for all other *customers*, in accordance with the basic procedures set out in AS ISO 10002-2006 (as amended from time to time).

9.2 In addition to clause 9.1 the *licensee* must, if notified in writing by the *Commission*, participate in an *Ombudsman Scheme*.

10. ACCOUNTS AND SEPARATE BUSINESSES

10.1 The *licensee* must, as required by the *Commission*:

- (a) establish and maintain accounts exclusively in respect of the operations authorised by this licence;
- (b) establish and maintain separate consolidated accounts in respect of the operations authorised by this licence and any other activity which requires authorisation by licence under the *Act*; and
- (c) allocate any costs shared between the operations authorised by this licence and any other activity undertaken by the *licensee* according to a methodology that is well accepted, fair and reasonable, and transparent.

11. INFORMATION TO THE COMMISSION

11.1 The *licensee* must, from time to time if required by the *Commission* and in a manner and form determined by the *Commission*, provide to the *Commission*:

- (a) details of the *licensee's* financial, technical and other capacity to continue its operations authorised by this *licence*; and
- (b) such other information as the *Commission* may require.

11.2 The *licensee* must notify the *Commission* in writing of any changes to its officers or major shareholders (if applicable) within 20 *business days* of that change occurring.

11.3 The *licensee* must promptly notify the *Commission* of any significant reduction in its financial capacity which has potential to impact upon the *licensee's* ability to carry on the operations authorised by this licence.

12. OPERATIONAL AND COMPLIANCE AUDITS

12.1 The *licensee* must undertake periodic audits of the operations authorised by this licence and of its compliance with its obligations under this licence and any applicable *industry codes* in accordance with the requirements of any applicable guideline issued by the *Commission* for this purpose.

12.2 The *licensee* must also conduct any further audits at a frequency and in a manner approved by the *Commission*.

12.3 The results of audits conducted under this clause 12 must be reported to the *Commission* in a manner approved by the *Commission*.

12.4 The **Commission** may require the **licensee** to use an independent expert approved by the **Commission** to conduct audits under this clause 12.

12.5 The **Commission** may require the costs of using an independent expert approved by the **Commission** to conduct audits under this clause 12 to be met by the **licensee**.

13. INSURANCE

13.1 The **licensee** must undertake and maintain, during the term of this licence, appropriate and adequate insurance of kinds and levels reflective of the nature of the operations carried on under this licence and the risks associated with those operations.

13.2 The **licensee** must annually provide to the **Commission** evidence that it holds appropriate insurance to an acceptable level in a form approved by the **Commission**.

14. CUSTOMER CONCESSIONS AND COMMUNITY SERVICE OBLIGATIONS

14.1 If applicable, the **licensee** must comply with the requirements of any scheme approved and funded by the **Minister**:

- (a) for the provision by the State of customer concessions or the performance of community service obligations by the **licensee**; and
- (b) for the purposes of providing specified exemptions from the requirement to pay for the specified services.

15. CONFIDENTIALITY

15.1 The **licensee** must, unless otherwise required or permitted by law, this licence or an **industry code**:

- (a) comply with any rules determined by the **Commission** from time to time relating to the use of information acquired by the **licensee** in the course of operating the business authorised by this licence; and
- (b) ensure that information concerning **customers** is not disclosed without the explicit informed consent of those **customers**.

16. VARIATION

16.1 This licence may only be varied in accordance with section 28 of the **Act**.

17. TRANSFER


17.1 This licence may only be transferred in accordance with section 29 of the **Act**.



This licence was issued by the **Commission** on 25 October 2013.

THE COMMON SEAL OF)
THE ESSENTIAL SERVICES)
COMMISSION OF SOUTH)
AUSTRALIA was hereunto affixed)
by authority of the Chairperson)
and in the presence of:)




.....

Witness

25/10/13
.....

Date

SCHEDULE: DEFINITIONS AND INTERPRETATION

Part 1 - Definitions

In this licence:

Act means the Water Industry Act 2012 (SA);

best endeavours means to act in good faith and use all reasonable efforts, skill and resources;

business day means a day other than a Saturday, Sunday or public holiday in the State of South Australia;

Commission means the Essential Services Commission as established under the **ESC Act**;

consumer means a person supplied with **retail services** as a consumer or user of those services;

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;

customer sale contract means a contract between the **licensee** and a **customer** for the sale and supply of **retail services** to that **customer**;

ESC Act means the Essential Services Commission Act 2002 (SA);

industry code includes any **industry code** made by the **Commission** under section 28 of the **ESC Act**;

industry rule includes any **industry rule** made by the **Commission** under section 28 of the **ESC Act**;

licensee means the Hillrise Investments Pty Ltd ABN 68 056 246 087;

Minister means the Minister responsible for the administration of the **Act**;

non-residential customer means a **customer** other than a **residential customer**;

Ombudsman Scheme means an ombudsman scheme, the terms and conditions of which are approved by the **Commission**;

residential customer means a **customer** which acquires **retail services** primarily for domestic purposes;

retail services has the meaning given to that term in the **Act**, namely a service constituted by:

- (a) the sale and supply of **water** to a person for use (and not for resale other than in prescribed circumstances (if any)) where the water is to be conveyed by a reticulated system; or
- (b) the sale and supply of **sewerage services** for the removal of **sewage**,
(even if the service is not actually used) but does not include any service, or any service of a class, excluded from the ambit of this definition by the regulations;

Safe Drinking Water Act means the Safe Drinking Water Act 2011(SA);

sewage includes any form of waste that may be appropriately removed or dealt with through the use of a **sewerage service**;

sewerage service means:

- (a) a service constituted by the collection, storage, treatment or conveyance of **sewage** through the use of a reticulated system; or
- (b) any other service, or any service of a class, brought within the ambit of this definition by the regulations; and

water includes rainwater, stormwater, desalinated water, recycled water and water that may include any material or impurities, but does not include **sewage**.

Part 2 - Interpretation

In this licence, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this licence;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency;
- (e) a reference to any statute, regulation, proclamation, order in council, ordinance or bylaw includes all statutes, regulations, proclamations, orders in council, ordinances or by-laws varying, consolidating, re-enacting, extending or replacing them and a reference to a statute includes all regulations, proclamations, orders in council, ordinances, by-laws and determinations issued under that statute;
- (f) a reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns;
- (g) a reference to a document or a provision of a document includes an amendment or supplement to, or replacement or novation of, that document or that provision of that document;
- (h) an event which is required under this licence to occur on or by a stipulated day which is not a **business day** may occur on or by the next business day; and
- (i) a reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns.

ANNEXURE

Part A – Retail Services

Provision of ***water services*** within the Mt Compass sub-division adjacent to the Fleurieu Golf Course. Specifically the sale and supply of potable water and associated infrastructure.

Part B – Customers

Residential and Non-residential customers.