



Water

Licence



Water Industry Retail Licence

The Flinders Ranges Council (Hawker)

ABN 43 952 255 151

Issued by the Essential Services Commission on 7 February 2018.

Variation history

Amendment number	Variation date	Reason	

1 Definitions and interpretation

- 1.1 Words appearing in bold 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 5 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 The **licensee** must notify the **Commission** if it commits a material breach of the **Act** within 3 days of becoming aware of that breach.
- 6.3 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

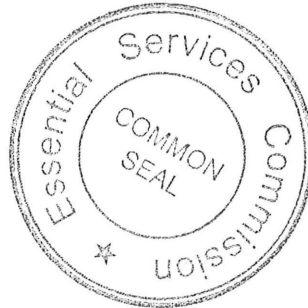
- 17.1 This licence may only be transferred in accordance with section 29 of the **Act**.

18 Hardship policy

- 18.1 The **licensee** must comply with the customer hardship policy applying in relation to the **licensee** under subsection 37(3) of the **Act**.

This licence was issued by the Commission on 7 February 2018.

The COMMON SEAL of the)
ESSENTIAL SERVICES)
COMMISSION of South)
Australia was hereunto)
affixed by authority of the)
ESSENTIAL SERVICES)
COMMISSION and in the)
presence of:)



Brett Rhoads

Commissioner

31 January 2018

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 Flinders Ranges Council (Hawker) ABN 43 952 255 151;

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;

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 sewerage services within The Flinders Ranges Council boundary. Specifically the operation of Community Wastewater Management System at Hawker and associated infrastructure.

Part B – Customers and/or consumers

Residential and non-residential.



The Essential Services Commission
Level 1, 151 Pirie Street Adelaide SA 5000
GPO Box 2605 Adelaide SA 5001
T 08 8463 4444

E escosa@escosa.sa.gov.au | W www.escosa.sa.gov.au

