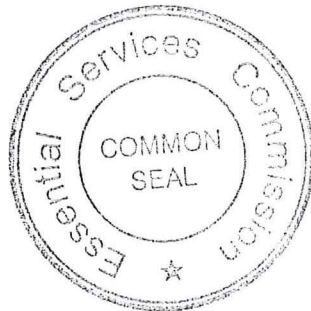




**VARIATION TO EXEMPTION**  
**PURSUANT TO SECTION 108(4) OF THE**  
**WATER INDUSTRY ACT 2012**

1. On 22 December 2016, the Essential Services Commission, with approval of the Minister for Water and the River Murray, granted Adelaide Hills Berry Farms Pty Ltd (ABN 33 606 546 123) (**Adelaide Hills Berry Farms**) an exemption from the application of the licensing provisions of Part 4 of the Water Industry Act 2012 in relation to the retailing of non-drinking water in Uraidla, South Australia. This exemption is subject to conditions and was originally granted for a period of three year, ending 31 December 2019.
2. Pursuant to 108(4) of the Water Industry Act 2012, the Essential Services Commission has determined to vary the exemption granted to Adelaide Hills Berry Farms by extending the term of the exemption until 31 December 2022.
3. All existing conditions of the exemption remain in effect and the exemption continues until 31 December 2022 (unless revoked earlier in accordance with the provisions of Water Industry Act 2012).

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: )



*Pruthi Pruthi*  
.....  
Commissioner

*19 December 2019*  
.....  
Date

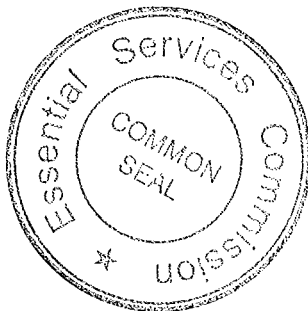


## EXEMPTION

### PURSUANT TO SECTION 108(1) OF THE WATER INDUSTRY ACT 2012

1. Pursuant to section 108(1) of the Water Industry Act 2012, the Essential Services Commission, with the approval of the Minister for Water and the River Murray, grants Adelaide Hills Berry Farms Pty Ltd (ABN 33 606 546 123) (**Adelaide Hills Berry Farms**) an exemption from the application of Part 4 of the Water Industry Act 2012 in relation to the retailing of non-drinking water in Uraidla, South Australia.
2. The exemption continues until 31 December 2019.
3. Pursuant to section 108(3) of the Water Industry Act 2012, the Essential Services Commission has determined that, for the purposes of section 68 of the Water Industry Act 2012, Adelaide Hills Berry Farms is to be treated as a 'water industry entity', as that term is defined in the Water Industry Act 2012.
4. The grant of this exemption from the requirement to hold a licence, pursuant to section 108(1) of the Water Industry Act 2012, is subject to the conditions set out in the Schedule attached to this exemption.

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: )



*Scott Purser*  
.....

Commissioner

*16 Nov 2016*  
.....

Date

I approve the granting of the exemption referred to above.

The COMMON SEAL of )  
the MINISTER FOR )  
WATER AND THE RIVER )  
MURRAY was hereunto )  
affixed by authority of the )  
MINISTER FOR WATER )  
AND THE RIVER )  
MURRAY in the presence )  
of:



LINDA HOODON

Witness

22 DECEMBER 2016

Date

# SCHEDULE

## 1. Definitions and interpretation

- 1.1. Words appearing in bold like **this** are defined in Part 1 of the Annexure to this Schedule.
- 1.2. These conditions must be interpreted in accordance with the rules set out in Part 2 of the Annexure to this Schedule.

## 2. Information to the Commission

- 2.1. Prior to any changes occurring, Adelaide Hills Berry Farms is to inform the **Commission** and the **Technical Regulator** in writing of any material changes to the water operations undertaken, including, the cessation of supply of the service or the provision of additional **water retail services**, and submit to any additional assessments as required.
- 2.2. Adelaide Hills Berry Farms must, from time to time, in a manner and form advised in writing by the **Commission**, provide to the **Commission**:
  - (a) details of its financial, technical and other capacity to continue the operations authorised by this exemption; and
  - (b) such other information as the Commission may require.

## 3. Information to be provided to customers

- 3.1. Adelaide Hills Berry Farms must provide a **customer** with reasonable notice of any entry to the **customer's supply address** for the purposes of connecting, disconnecting or restricting the supply of retail services or inspection, repair or testing of the water installation.
- 3.2. Adelaide Hills Berry Farms must make available to customers, a telephone contact number and email address for the reporting of faults and emergencies.
- 3.3. Any publicly accessible taps should be marked with a sign noting that the water is not suitable for drinking.

## 4. Dispute Resolution

- 4.1. Adelaide Hills Berry Farms must implement and comply with procedures for the management and resolution of **customer** disputes which, as a minimum, ensure that the basic procedures of AS ISO 10002-2006 'Customer Satisfaction - Guidelines for Complaints Handling in Organisations' are followed. These procedures must be submitted to the **Commission** for approval within three months from the date of the grant of this exemption.
- 4.2. If directed by the **Commission** in writing, Adelaide Hills Berry Farms is to participate in an **Ombudsman Scheme**.

## 5. Prices, fees and charges

- 5.1. Adelaide Hills Berry Farms must ensure that all prices, fees, charges and payment terms associated with the **water retail service** are fair and reasonable, having regard to the efficient cost of the providing the **water retail service**.
- 5.2. Adelaide Hills Berry Farms must, on the request by a **customer**, provide that **customer**, free of charge, with:
  - (a) a list of all prices charged for the **water retail service**; and
  - (b) a list of all fees and charges associated with the **water retail service**.
- 5.3. If a customer has already received a copy of the items listed above and requests another copy within a 12 month period, Adelaide Hills Berry Farms may impose a reasonable charge for providing that copy.

## 6. Price changes

- 6.1. If Adelaide Hills Berry Farms varies the amount of any prices, fees or charges, it must notify **customers** of the new price, fee or charge as soon as reasonably practicable, in any event, no later than the next bill.
- 6.2. Where during a billing cycle the price, fee or charge applying to a **customer** changes, Adelaide Hills Berry Farms must calculate the bill on a pro rata basis using:
  - (a) the old price, fee or charge up to and including the date of change; and
  - (b) the new price, fee or charge from the date of the change to the end of the billing cycle.

## 7. Billing

- 7.1. Adelaide Hills Berry Farms must use its **best endeavours** to issue a bill to a **customer** at least every six months.
- 7.2. Adelaide Hills Berry Farms must issue a bill to a **customer** at the **supply address**, unless the **customer** nominates another address.
- 7.3. Each bill issued to a **customer** by Adelaide Hills Berry Farms must include the following particulars:
  - (a) the **customer's** name;
  - (b) the **customer's supply address** and any relevant other address;
  - (c) the pay by date, which must not be less than 12 **business days** after the date Adelaide Hills Berry Farms sends the bill to the **customer**, unless otherwise agreed with a **customer**;
  - (d) all charges for water sold by Adelaide Hills Berry Farms to the **customer**;
  - (e) any other charge relating to the sale of water to the **customer** by Adelaide Hills Berry Farms at the **supply address** (including special meter readings, account application fees, late fees, etc.);
  - (f) consumption, or estimated consumption, in units used (e.g. kilolitre (kL));

- (g) list of available payment methods;
  - (h) the telephone number for billing, payment enquiries and instalment payment options;
  - (i) a telephone contact number and email for the reporting of faults and emergencies;
  - (j) the amount of arrears or credit; and
  - (k) a statement advising **customers** that the **water retail service** is a non-drinking water supply and should not to be used for drinking, food preparation or cleaning teeth.
- 7.4. If the **customer** requests its final bill for the **customer's supply address** from Adelaide Hills Berry Farms, Adelaide Hills Berry Farms must use its **best endeavours** to issue that **customer** with a final bill in accordance with the **customer's** request.

## 8. Interruptions

- 8.1. Adelaide Hills Berry Farms must use its **best endeavours** to minimise the frequency and duration of interruptions or limitations to supply of the **water retail service**.
- 8.2. Adelaide Hills Berry Farms may interrupt the supply of the **water retail service** in the following instances:
- (a) for maintenance;
  - (b) for repair; or
  - (c) in the event of emergencies.
- 8.3. In the event of an unplanned interruption, Adelaide Hills Berry Farms must use its **best endeavours** to restore the **water retail service** as soon as practically possible.
- 8.4. In the event of a planned interruption, Adelaide Hills Berry Farms must use its **best endeavours** to provide **customers** with reasonable notice prior to planned works that will cause an interruption to the **water retail service**. This notice may be by email, telephone, text message or similar means.

## 9. Disconnection of a supply address

- 9.1. If a **customer** requests Adelaide Hills Berry Farms to disconnect the **customer's supply address**, Adelaide Hills Berry Farms must use its **best endeavours** to disconnect in accordance with the **customer's** request.
- 9.2. Subject to clauses 10 and 11, Adelaide Hills Berry Farms may arrange to disconnect a **customer's supply address** if a **customer** has:
- (a) not paid a bill;
  - (b) not agreed to an offer of an instalment plan or other payment option to pay a bill;
  - (c) not adhered to the **customer's** obligations to make payments in accordance with an agreed instalment plan or other payment option relating to the payment of bills;
  - (d) failed to allow, for three consecutive billing cycles (or such longer period as Adelaide Hills Berry Farms nominates), access to the **customer's supply address** to read a **meter**; or
  - (e) used the water illegally.

## 10. Obligations prior to disconnection

- 10.1. Prior to effecting a disconnection under clause 9.2, Adelaide Hills Berry Farms must have:
- (a) given the **customer** a reminder notice with at least 5 **business days'** notice to make payment;
  - (b) after the expiry of the period referred to in the reminder notice, give the **customer** a written **disconnection warning** with at least 5 **business days'** notice of its intention to arrange for the disconnection (counted from the **date of receipt** of the **disconnection warning**);
  - (c) in the case of a disconnection arising under clause 9.2(a), offered the **customer** alternative payment options;
  - (d) in the case of a disconnection arising under clause 9.2(d):
    - i. given the **customer** an opportunity to offer reasonable alternative access arrangements; and
    - ii. on each of the occasions access was denied, given the **customer** written notice requesting access to the **meter** or **meters** at the **supply address** and advising of Adelaide Hills Berry Farms' ability to arrange for disconnection.

## 11. When Adelaide Hills Berry Farms may not disconnect

- 11.1. Adelaide Hills Berry Farms must not disconnect a **customer's supply address**:
- (a) for non-payment of a bill where the amount outstanding is less than \$250 and the **customer** has agreed with Adelaide Hills Berry Farms to repay that amount; or
  - (b) where a customer has made a complaint, directly related to the reason for the proposed disconnection, to an external dispute resolution body and the complaint remains unresolved.

## 12. Reconnection after disconnection

- 12.1. Where Adelaide Hills Berry Farms has disconnected a **customer's supply address**, Adelaide Hills Berry Farms must use its **best endeavours** to reconnect the **customer** within a time agreed with the **customer**, subject to (where relevant):
- (a) the reasons for disconnection being rectified, and
  - (b) the **customer** agreeing to pay any applicable charges as listed on Adelaide Hills Berry Farms' price list (referred to in clause 5.2).

# ANNEXURE

## Part 1 – Definitions

In this exemption:

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

**business day** means a day on which banks are open for general banking business in Adelaide, other than a Saturday, or a Sunday;

**Commission** means the Essential Services Commission established under the Essential Services Commission Act 2002 (SA);

**customer** means a **customer** as defined under section 2 of the Water Industry Act 2012;

**date of receipt** means, in relation to the receipt by a customer of a notice (including a restriction or disconnection warning) given by Adelaide Hills Berry Farms:

- (a) in the case where Adelaide Hills Berry Farms hands the notice to the **customer**, the date Adelaide Hills Berry Farms does so;
- (b) in the case where Adelaide Hills Berry Farms 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 Adelaide Hills Berry Farms leaves the notice at the **customer's supply address**, the date Adelaide Hills Berry Farms does so;
- (d) in the case where Adelaide Hills Berry Farms gives the notice by post or registered mail, a date 6 **business days** after the date Adelaide Hills Berry Farms sent the notice;

**disconnection warning** means a notice in writing in accordance with clause 10;

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

**residential customer** means a **customer** who acquires the **water retail service** primarily for their own domestic purposes;

**supply address** means the property address at which the **water retail service** is to be provided under this exemption;

**water retail service** means a service constituted by the collection, storage, production, treatment, conveyance, reticulation or supply of water; and

**Technical Regulator** means the person holding the office of Technical Regulator under Part 2 of the Water Industry Act 2012.



## Part 2 - Interpretation

In this exemption, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this exemption;
- (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 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;
- (g) an event which is required under this exemption to occur on or by a stipulated day which is not a **business day** may occur on or by the next **business day**; and
- (h) a reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns.