



**COTA SA
Submission**

Water Retail Code

ESCOSA Consultation Draft

August 2012

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COTA SA SA

COTA SA is the peak organisation for older South Australians with an individual membership of around 20,000 and over 250 organisational members with a combined membership of more than 60,000. In addition, COTA SA has 80 associate members who are aged care providers, local government bodies, health units and other service and educational institutions. COTA SA membership networks and programs are state-wide.

COTA SA has a longstanding record of representing the views and opinions of older South Australians in public policy development processes in the state.

COTA SA is concerned that older people's access to affordable and safe supplies of water should not be unduly impacted by the transformation of the water supply and sewerage systems. COTA SA advances the view that everybody should have affordable access to sufficient quantities of essential services for health, wellbeing and social participation. For this reason, COTA SA considers the development of the Water Retail Code to be a critical step in the development of a framework to protect the interests of all South Australians and welcomes the opportunity to participate in the consultation for its development.

General comments

COTA SA has previously submitted our views to ESCOSA on the economic regulation of water in South Australia.¹ We reiterate our general observations about the fundamental importance of water to the community and the subsequent need to ensure affordable supply. The regulatory framework, therefore, must balance market drivers with sound social policy measures if good community outcomes are to be achieved.

For this reason, COTA SA considers the Water Retail Code (the Code) to be a critical component of the customer protection framework and notes that this is the first time that the relationship between water retailer and water customer has been codified in South Australia. COTA SA trusts the obligations on water retail licence holders to comply with this code, and other regulatory requirements, will ensure robust protections are afforded to all customers.

Notwithstanding our comments and suggestions in the submission that follows, COTA SA considers the draft Code to provide a sound consumer protection framework and congratulates ESCOSA on its evident commitment to ensure the welfare of consumers.

In this submission, COTA SA identifies a number of issues which we consider need clarification in the draft Code. We also reiterate a number of conceptual concerns which we raised in previous submissions on this issue including:

- Adequacy of one water retail code to protect diverse customers
- Workable protections for both customers and consumers
- Importance of a user-friendly customer charter
- Easy access to information about concession
- Effectiveness of hardship provisions for meeting the needs of older residential customers

¹ See COTA SA submission to the *Economic Regulation of the SA Water Industry Draft Advice* (January 2012) accessed 17 August 2012 on the ESCOSA website at <http://www.escosa.sa.gov.au/library/120209-EconomicRegulationWaterIndustry-DraftAdviceSubmission-COTASA.pdf>

Key suggestions

In particular, COTA SA offers the following suggested changes to the Water Retail Code:

- **COTA SA suggests that the Water Retail Code offer a more detailed notation about the definition of customer to make clear the distinction between customers and the consumer of services and highlight the obligations of retailers to consider the interests of both in the delivery of services.**
- **COTA SA suggests that retailers who provide water efficiency audit services also be required to provide advice on alternative audit providers so that customers can make an informed choice.**
- **COTA SA suggests that in developing policies, practices and procedures to respond to unplanned disruptions, retailers should also be required to identify vulnerable customer groups (including frail older people living in their own homes) and include a community response framework.**
- **COTA SA suggests that clause 7.10 relating to compromised infrastructure also require retailers to contemplate and respond to the circumstance of residential customers, including frail older people, who may require assistance to temporarily leave their homes.**
- **COTA SA suggests that following a request to terminate a contract, retailers be required to notify customers with some degree of accuracy of an approximate meter reading time and that the multiple imposition of fees should not be allowed where retailers do not meet these arrangements.**
- **COTA SA suggests that retailers be required to include on all bills information about any concession to which the customer may be entitled.**
- **COTA SA suggests that an additional clause be included in the section on overcharging to require repayment of overcharged amounts under the nominal figure of \$100 upon the direct request of a residential customer.**
- **COTA SA suggests that a definition of the term ‘tariff’ be included in section 1 of the Code**
- **COTA SA suggests that ESCOSA continue to monitor the effectiveness of hardship provisions in meeting the needs of older residential customers.**
- **COTA SA suggests that fees and charges relating to the review and testing of meters be included as a part of the price disclosure obligations of retailers (as per section 5).**
- **COTA SA suggests that the category of special needs customers be broadened to include vulnerable residential customers.**

Further details regarding these suggestions are set out in the commentary below.

Comments on the draft Water Retail Code

1 Preliminary

Section one of the Code deals with preliminary issues and COTA SA provides comment on the following two clauses:

1.2 Scope

1.8 Definitions

1.2 Scope of the water retail code

Throughout the consultation period, COTA SA has advocated that there should be, at least, two distinct water retail codes – one for residential customers and one for business customers. This reflects our view about the essential nature of water and the key differences in the water requirements of South Australian residents as distinct from those of business.

COTA SA understands that there is considerable overlap in many of the protections required, and accepts that multiple codes may cause unnecessary complication. We also understand that the need for additional codes may be realised and developed as the industry matures. However, the adoption of one comprehensive Code increases the importance of ensuring that requirements placed on retailers are specific enough to fully protect the circumstances of all residential customers.

For this reason, COTA SA considers that the test for the Code must be that it prepares the water industry to anticipate and respond to the varied circumstances of all customers. Given that one Water Retail Code will be required to set out the service requirements for all customers, we believe that the circumstances of residential customers should be addressed first and foremost.

COTA SA considers that while the consultation draft of the Code meets the test to a significant extent, there is room for further clarification and refinement to ensure that the rights and entitlements of all residential customers are guaranteed and the supply of safe water and sewage services to all customers is ensured.

1.8 Definition - customer

Given our consistent concerns about the best regulatory structure for protecting the interests of residential customers, COTA SA does not believe that the current definition of 'customer' is adequate for purpose in a single Code. The draft Code denotes:

a customer as defined in the Water Industry Act 2012 who buys or proposed to buy a retail service from a retailer.

COTA SA considers this definition to be too narrow in its casting to provide a workable definition. Rather, the definition in the Code should anticipate the diversity of people who will use and rely on the services provided by retailers.

As ESCOSA is aware, the *Water Industry Act 2012* actually supports a broader concept of customer with specific reference to:

- 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.

While customers are defined in the Act as land owners first and foremost, it is also clear that the Minister for Water is authorised to define other classes of consumers as customers. The Act also provides that the Minister can designate a category or class of customers by notice in the Gazette (section 2 (2 & 3))².

As no such designation has occurred at this stage, we continue to be concerned that this issue has not been fully resolved at the policy or regulatory levels. We believe that this gap must be addressed as a matter of urgency to support clarity and a robust consumer protection framework.

COTA SA is equally concerned that the Water Retail Code does little to fill this gap or anticipate that a broader concept of customer by providing some clearer guidance to the industry about different classes of consumers and how the regulator anticipates the industry will meet their diverse needs. A broader definition, or notation on the definition, would go some way to meeting our concerns.

COTA SA notes some precedents in comparable codes in other jurisdictions. For example, the Consumer Protection Code developed by the ACT Independent Competition and Regulatory Commission (ICRC) under the *Utilities Act 2000* (ACT) provides specific details about the nature of customers as follows:

- (2) Customer has the meaning given by the Utilities Act.

Note: Usually the Customer of a Utility Service is also the Consumer of the Utility Service and the terms are interchangeable. However, in some instances a Consumer of the Utility Service is not the Customer. For example:

- In the case of a rented property the landlord is usually the Customer of water and sewerage services but not the Consumer. In this instance the landlord is the Person contracted with the Utility to receive the Utility Service but it is the tenant who is the Consumer.
- A Customer may not be the only occupant of the Premises supplied under the Customer Contract. For example, in a household of four people, there may be one Customer and four Consumers one of whom is a Customer.

- (3) For the avoidance of doubt the Code has been structured to make it clear which provisions apply to both Customers and Consumers, and which provisions apply only to Customers.³

² SA *Water Industry Act 2012*, accessed 20 August 2012 at

<http://www.legislation.sa.gov.au/LZ/C/A/WATER%20INDUSTRY%20ACT%202012/CURRENT/2012.10.UN.PDF>

³ Independent Competition and Regulatory Commission, *Consumer Protection Code 2012* accessed 20 August 2012 at <http://www.legislation.act.gov.au/di/2012-149/current/pdf/2012-149.pdf>

COTA SA considers that the Water Retail Code could overtly highlight the diverse customers serviced by the water industry from the outset in the definition section and by making explicit throughout the Code instances where variations in standard treatment may be required. Indeed, the Code already provides a number of instances where variations in standards service are required by industry to meet different customer needs, including:

- 17.6 – where a residential customer is unable to arrange payment...due to illness or long absence;
- 19.2.2 (f) where the customer is a landlord and the supply address is occupied by a tenant;
- 21.1.1 – person residing at the customer’s supply address required life support equipment;
- 21.4.1 – access to multi-lingual services...[and] provide, on request by a residential customer, large print versions.

COTA SA also continues to be concerned about the application of the Code to consumers residing in residential parks, some retirement villages and using other forms of shared metering arrangements. Many older people reside in such arrangements and COTA SA would seek clarification from ESCOSA on these consumers and the protection that would be afforded by the Code.

COTA SA suggests that the Water Retail Code offer a more detailed notation about the definition of customer to make clear the distinction between customers and the consumer of services and highlight the obligations of retailers to consider the interests of both in the delivery of services.

2 Customer Charter

COTA SA appreciates that each retail provider will be required to prepare a Customer Charter (the Charter) which defines the obligations and rights of customers and providers. The Charter represents a user-friendly overview of the retailers’ obligations under the Code (as well as service standards and industry regulations) and the contract with the customer. COTA SA considers that the Code should set a high standard for retailers to meet in the preparation of their Customer Charter.

2.4.1 Content of customer charter

At present, the draft Code provides little detail on what should be included in the Charter other than a summary of rights and obligations consistent with the approved service standards, the standard contract and the Act and subsequent regulations. Privacy measures must also be set out in the Charter.

COTA SA considers that this section should be extended to reflect best practice guidelines for the development of Customer Charters.⁴ In line with best practice, the Charter should at a minimum include a plain language guide to the basic rights and obligations of both customer and provider. Advice on how to contact the retailer and what information the retailer is obliged, under the Code, to provide. It should also offer a clear strategy for resolving disputes and contact details for the regulator and the Water Ombudsman.

⁴ Country Energy’s Customer Charter reflects best practice guidelines and can be accessed at http://www.countryenergy.com.au/asset/cms/pdf/residential/Customer_Charter_vic.pdf

In meeting the needs of older residents, the requirement under clause 21.4 of the Code for the reasonable provision of documents in diverse languages and in large print formats should also be noted in this section.

3 Enquiries and complaints

3.3 Customer communication

The intention of this sub-clause of the Charter is not entirely clear to COTA SA. In the first instance, it appears to deal with issues that are broader than enquires, complaints and dispute resolution. In particular, sub-clause 3.3 deals primarily with electronic communication with customers and sets out retailers' obligations regarding electronic communication. COTA SA considers that these guidelines are warranted but we would also suggest that a sub-clause be included requiring alternative means of contact be instigated in cases where established forms of electronic communication fail.

4 Water efficiency advice

The requirement for industry to provide advice to customers on water conservation measures is an important inclusion. In terms of information about water audits, we would also suggest that retailers who provide such services also be required to offer advice on how to contact alternative audit services.

COTA SA suggests that retailers who provide water efficiency audit services also be required to provide advice on alternative audit providers so that customers can make an informed choice.

COTA SA is pleased to note the inclusion of the requirement for retailers to provide an 'attention notice' to customers experiencing a spike in consumption.

5 Price disclosure

A retailer is required by this section to publish on its website and provide on request a copy of their schedule of all prices, fees and charges. COTA SA supports full disclosure of fees and the provision of information to customers on how they can access this information.

6 Service standards

COTA SA looks forward to the development of formal service standards for the water industry which reflect the requirements set out in the Code and will facilitate annual monitoring of performance and quality in the provision of services to SA residents. We will be particularly concerned to see that service to residential customers is of a high standard in recognition of the essential nature of this service.

In meeting the needs of older residents, COTA SA would emphasise the need for industry to respond to customer complaints, manage supply interruptions in a timely and effective manner, provide adequate means for customers to communicate with the retailer and vice-versa and develop effective mechanisms to support older people in emergency situations.

7 Retailer supply obligations

The obligation on retailers to ensure supply to SA residents is essential for the success of the new regulatory approach. The supply of water and sewage services is fundamental expectation for all members of society and retailers should be obligated to meet this expectation at a high standard.

Safety and quality is fundamental to effective supply so COTA SA fully supports the requirements set out in the Code for retailers to ensure the integrity of supply with minimum disruption. As discussed below, we would suggest clarification on the following sub-clauses:

- 7.6 Unplanned interruptions
- 7.7 Planned interruptions
- 7.10 Bursts, leaks, blockages and spills

7.6 Unplanned interruptions

This section of the Code deals with the impact of unplanned disruptions to retail services. COTA SA considers that the obligations of retailers to ensure access to a supply of safe water and sewage services is essential for the health and wellbeing of the community. For this reason, we believe that this section needs to better anticipate the likely impact on all consumers of water and sewage service interruptions, including the different circumstances of those consumers.

The recent interruption to supply in Murray Bridge highlighted a number of issues that retailers should address in this advent. Following a major disruption to the supply pipe, customers in the Murray Bridge area were advised of the need to restrict usage. Arrangements were also made for the delivery of free bottled water to nursing homes and the prison and for the supply of water at central locations by the State Emergency Services. Water was delivered to the hospital to support dialysis and other patient treatments.

With this recent experience in mind, COTA SA is particularly concerned about the impact of a relatively prolonged disruption to older residents – particularly when they may be confined to their homes or have difficulty carting bottled water supplies. Frail older people experience dehydration more rapidly than younger people generally. Those living at home without transport are less able to travel to purchase bottled water at short notice or access central distribution points. The impact on this group of customers would be exacerbated during extreme weather events.

COTA SA believes that the provision of emergency supplies to effected residents, as proposed by sub-clause 7.6.2 (d) may not meet the needs of all customers and other logistical solutions should be contemplated by retailers. In the case of older or vulnerable residents, local awareness of the community needs would be essential to ensure adequate support. COTA SA suggests that advice on how best to develop a community support plan in such circumstances could be gained from key community-based services and groups such as general practitioners, health and community care providers, and neighbourhood groups.

COTA SA suggests that in developing policies, practices and procedures to respond to unplanned disruptions, retailers should also be required to identify vulnerable customer groups (including frail older people living in their own homes) and include a community response framework.

Sub-clause 7.6.2 should extent to the provision of details about interruptions on the retailer's website and updates to customers via SMS messaging where feasible.

7.7 Planned interruptions

This clause requires retailers to provide advanced notice of planned interruptions to customers in writing or via newspaper or radio announcements. As with 7.6.2 above, other means of communication should be contemplated.

COTA SA also believes that the advice should provide contact details for the retailer for those customers seeking more information about the cause and duration of interruptions.

7.10 Bursts, leaks, blockages and spills

The clause requires a retailer to establish and comply with policies, practices and procedures in the event of isolated events such as leaks and blockages.

As with clause 7.6, COTA SA believes that retailers also need to contemplate the circumstances of some residential customers for whom such events may cause serious distress. For some older people, and others, with limited mobility or no alternative housing options, some level of assistance by the retailer may be warranted.

COTA SA suggests that clause 7.10 relating to compromised infrastructure also require retailers to contemplate and respond to the circumstance of residential customers, including frail older people, who may require assistance to temporarily leave their homes.

8 Provision of Retail Services

This section specifies the obligations of retailers and customers in relation to the supply of services. COTA SA is pleased to note that application for supply can be conveyed in a number of forms including in person, by telephone, electronically and in writing. This will accommodate diverse communication capacities and preferences in the community.

The timeframes for supply are specified and appear reasonable.

COTA SA notes that clause 8.4 sets out requirements relating to the standard contract and that ESCOSA will consult subsequently on the terms and conditions for the standard contract to be included as Part B of the Code .

9 Connections

This section sets out requirements where connections are requested and provides clear guidelines for retailers and customers regarding funding agreements and timely completion of connections or augmentation to existing connections. COTA SA has no specific comments to make on this section of the Code.

10 Termination of Retail Services

Obligation of customers and retailers regarding the termination of service, including outstanding fees and charges and arrangements for final meter readings are clearly set out in this section.

We note at sub-clause 8.2.2 that the retailer may continue to charge a customer in cases where a customer “fails” to provide access to a meter at a supply address. However, it is not specified how compliance will be determined or what obligations exist on retailers to make satisfactory arrangement with customers should access require the attendance of customers at the property – for instance, in the case of locked gates or pets on the property.

COTA SA is concerned that retailers should not be able to charge multiple fees as set out in sub-clause 10.1.3 for unsuccessful meter readings. This sub-clause allows retailers to impose a fee for unscheduled meter readings at the termination of a contract.

COTA SA suggests that following a request to terminate a contract, retailers be required to notify customers with some degree of accuracy of an approximate meter reading time and that the multiple imposition of fees should not be allowed where retailers do not meet these arrangements.

11 Illegal use

This section sets out the rights of a retailer to recover from a customer the cost of services obtained by fraud or unintended consumption not in accordance with regulations.

On this matter, COTA SA also seeks ESCOSA’s view on possible protections for customers whose water supply is accessed without consent. For instance, we have heard anecdotal stories from older people whose water supply is accessed by builders on sub-division construction sites. We have been informed of similar issues relating to the use of electricity without permission.

12 Billing

COTA SA considers billing to be one of the most important ongoing interactive elements of the retailer-customer relationship. The provision of detailed accounts to all customers provides an effective means for retailers to communicate a range of information along with details of usage and payment due. In general, we support the requirements set out in this section of the Code. We suggest an addition to sub-clause 12.8 however.

12.8 Particulars on each bill

With regard the particulars noted in this clause, COTA SA suggests that bills should also include information about available concessions.

The Victorian Urban Water Customer Service Code specifies that all bills must contain a minimum set of information, including:

- (m) information on concessions available and any concession to which the customer may be entitled.⁵

⁵ Victorian Essential Services Commission(2012), *Urban Water Customer Service Code Issue no. 8*, accessed 20 August 2012 at <http://www.esc.vic.gov.au/getattachment/8924b16c-971b-4553-bef1-8dc24a29712c/Code-Customer-Service-Code-for-Victorian-metropoli.pdf>

While COTA SA notes that clause 17.5 of the Code requires retailer to provide information about concessions or other rebates on request, an awareness of the concession scheme is required before such a request can be made. We believe that regular bills provide the most effective means of communicating this information to customers.

COTA SA considers that this information should be provided in unremarkable circumstances to all customers on an on-going basis. People's financial circumstances can easily change and major life transitions such as retirement, may change eligibility. People are reasonably likely to review information contained on regular bills and are more likely to seek further information if opportunities are presented in this matter of fact way.

Providing information about concessions once the conditions triggering a formal hardship response have been met (as set out in clause 16.2) does not meet the intention of the concession scheme.

Many people who are eligible for concessions do not access this entitlement. The Energy Consumer's Council has noted with concern that many eligible people seem to remain unaware of these schemes.⁶ COTA SA believes that this lack of awareness extends to water concessions too. The approach taken in the draft Water Retail Code is unlikely to promote awareness of concessions as a reasonable entitlement for people on low or fixed incomes but rather, may sustain an impression that concessions are an exceptional program for those experiencing hardship.

COTA SA would highlight that there is a significant cohort of older customers who neither access concessions schemes nor enter hardship programs but merely pay their utilities bills regardless of their financial circumstances. In many cases, this means that they go without other goods and services. COTA SA has previously asked ESCOSA to consider the best ways to work with utility providers to meet the diverse needs of their customer groups.

COTA SA suggests that retailers be required to include on all bills information about any concession to which the customer may be entitled.

13 Under charging

This section provides guidelines for the measures that can be taken to recover amounts owing from a customer when the retailer has made an error and undercharged for supply. COTA SA considers the time limit of 12 months and facilitation of instalment payments satisfactory under the specified circumstances.

14 Over charging

Appropriate timeframes are also set out in this section for the repayment or crediting to the account of customers in cases of overcharging. The nominal amount of \$100 appears reasonable in most circumstances, but COTA SA would suggest that customers be allowed to make a claim for reimbursement where their usage is relatively low or they request special consideration. Older customers are often low users of services and, if entitled to concessions, it may be the case that the \$100 will cover over more than one billing cycle.

COTA SA suggests that an additional clause be included in the section on overcharging to require repayment of overcharged amounts under the nominal figure of \$100 upon the direct request of a residential customer.

⁶ Energy Consumers Council, *Annual Report 2010-2011*, p27

15 Changes in tariff rates or types

This section specifies arrangements that must be made in order to change the tariff.

COTA SA has no specific comments to make on this section of the Code but would recommend that the term tariff be defined at the beginning of the Code particularly as it relates to fixed and variable charges.

COTA SA suggests that a definition of the term ‘tariff’ be included in section 1 of the Code.

16 Hardship policy

COTA SA supports the requirement for retailers to develop and seek approval from ESCOSA for their hardship policy for residential customers. This requirement is clearly set out and provides an important caveat to the contractual relationship between retailer and residential customer.

As ESCOSA is aware, COTA SA believes that older people are less likely to identify as having payment difficulties than younger customers. This in turn leads to older people being underrepresented in hardship programs despite often being on low income.

COTA SA suggests that ESCOSA continue to monitor the effectiveness of hardship provisions in meeting the needs of older residential customers.

With regard to sub-clause 16.2, COTA SA notes that paragraphs (e) and (g) are not strictly hardship issues. As mentioned above at 12.8 in relation to particulars included on customer bills, COTA SA considers that this information should be highlighted as a general entitlement available to eligible customers.

17 Payment

The approach adopted by the Code towards payment matters is supported by COTA SA. The development and enforcement of minimum standards for payment cycles, flexible payment methods, payment in advance options, access to Centrepay and provision of concessions and rebate information are important in ensuring water customers are able to manage their household costs.

With regards to sub-clause 17.3, COTA SA is pleased to see detailed mutual requirements for the administration of direct debit arrangements. This is an area of financial management that can be difficult for people on fixed incomes who wish to change regular payment arrangements and carefully anticipate their budget from week to week.

COTA SA also supports the requirement set out in 17.4.1(b) that establishes provisions for bills to be redirected to a consenting third person. This will assist older people who are supported by others to manage their expenses.

Sub-clause 17.5 requires the retailer to provide information to customers on request about concessions, rebates and grants available. As already suggested above, in the case of concessions COTA SA considers that retailers should be more pro-active by including contact details for concession information on payment statements.

The recognition in sub-clause 17.6 that some residential customers may experience long absences or illness which restricts their capacity to pay is also supported by COTA SA. This information should be included in the Customer Charter developed by retailers.

18 Review of a bill

This section deals with disputes between customers and retailers about bills and the accuracy of meters and sets out processes for dealing with such situations.

Sub-clause 18.2.2 allows the retailer to charge in advance for the cost of checking or testing meters or reviewing meter data.

COTA SA suggests that fees and charges relating to the review and testing of meters be included as a part of the price disclosure obligations of retailers (as per section 5).

19 Supply restriction and disconnection

COTA SA has previously submitted on this issue and is pleased to see that ESCOSA has disallowed disconnections or restrictions to residential customers by SA Water. COTA SA notes that SA Water has alternative debt recovery options which are not available to other essential service retail providers.

While COTA SA recognises that flow restriction is a last resort option for a water provider. With regard to sub-clause 19.2.2, COTA SA is pleased to note paragraph (f) protecting tenants from the actions of landlords who are the customers of the retailer. In this context, we continue to advocate for a better resolution to the distinction between customer and consumer, however.

As highlighted in our previous submissions on this topic, COTA SA continues to recommend that additional detail be provided in the Code, including:

- An explicit and public prescribed minimum amount that must be outstanding prior to restriction.
- Specified minimum flow rate for restrictions to residential customers.

20 Reconnection and removal of restriction

This section of the Code sets out in detail the obligations of retailers and non-residential customers regarding reconnection of full supply. COTA SA is pleased to note that paragraph (f) of sub-clause 20.1.1 specifies that reconnection fees should be limited to the 'reasonable charge for reconnection or removal of water flow restrictions, if any'. We would ask ESCOSA to consider what measures could be instigated in cases of financial hardship.

21 Special needs

Two special needs are identified in this section requiring, first, recognition by retailers of customers using life support equipment and, secondly, those with particular print or language needs. For some customers who rely on water supply for life support systems, such as dialysis equipment, this recognition is essential and COTA SA supports the inclusion of clause 21.1. These matters require great care by retailers and quick response in the case of disruption to supply.

COTA SA is also pleased to see reference to the language and print needs of some customers in relation to the provision of information.

COTA SA has raised previously in this submission some concerns about the needs of vulnerable older people who may be confined to their homes and unable to source alternative supplies of water in cases of disruption.

The Victorian Customer Service Code (clause 9.5) defines special needs as follows:

- A water business must keep an up to date register of customers who require water for:
- (a) the operation of a life-support machine; or
 - (b) other special needs that may be assessed on a case-by-case basis by the water business.⁷

COTA SA suggests that the category of special needs customers be broadened to include vulnerable residential customers.

22 Force Majeure

Section 22 of the Code provides guidelines relating to the management of a force majeure. It places a caveat on the contractual obligations of retailers and customers. It requires the retailer to provide information available via a 24-hour telephone service and for both parties to overcome the effects of the force majeure as quickly as practicable.

COTA SA anticipates that in the case of such a major event in a residential context, the requirements set out in clause 7.6 regarding unplanned interruptions would come into effect.

23 Appointment of Operator

The final section of the Code sets out conditions for the continuation of service to customers should a retailer' entitlement to trade be withdrawn. COTA SA offers no specific comments on this section of the Code.

⁷ Victorian Customer Service Code accessed 20 August at <http://www.esc.vic.gov.au/getattachment/8924b16c-971b-4553-bef1-8dc24a29712c/Code-Customer-Service-Code-for-Victorian-metropoli.pdf>