

WATER RETAIL CODE – MINOR RETAILERS

WRC-MiR/01

Consultation Draft

(Effective from July 2013)



Enquiries concerning the currency of this Code should be addressed to:

Essential Services Commission of South Australia
GPO Box 2605
Adelaide SA 5001

Telephone: (08) 8463 4444
Facsimile: (08) 8463 4449
Freecall: 1800 633 592 (SA and mobiles only)
E-mail: escosa@escosa.sa.gov.au
Web: www.escosa.sa.gov.au

Amendment Record

ISSUE NO.	COMMENCEMENT DATE	PAGES
WRC-MiR/01	1 July 2013	36

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.

TABLE OF CONTENTS

1	Preliminary	1
1.1	Title, authority and commencement	1
1.2	Scope	1
1.3	Application	1
1.4	Parts	2
1.5	Obtaining a copy of this industry code or the standard contract	2
1.6	Other Acts, industry codes and guidelines	2
1.7	Interpretation	2
1.8	Definitions	3
	PART A – Customer Information Obligations	7
2	Customer Charter	9
2.1	Obligation to prepare Customer Charter	9
2.2	Minimum requirements for contents of a Customer Charter	9
2.3	Review of a Customer Charter	9
2.4	Obligation to provide Customer Charter	9
2.5	Charging for Customer Charters	10
3	Enquiries, complaints and dispute resolution	10
3.1	Customer enquiry procedures	10
3.2	Customer complaint and dispute resolution	11
3.3	Customer Communications	11
4	Price disclosure	12
4.1	Schedule of prices, fees and charges	12
4.2	Rating on abuttal	12
5	Concessions, rebates or grants	12
5.1	Advice on government concessions, rebates or grants	12
6	Life support equipment	12
6.1	Registration of life support equipment	12
6.2	Cessation of requirement for life support equipment	13
6.3	Definition of life support equipment	13
7	Customer Hardship Policies	13
7.1	Obligation to have an approved hardship policy	13
7.2	Approval of variation to hardship policy	13

7.3	Obligation to provide hardship policy	13
7.4	Review of a hardship policy	14
PART B – Pre-Contractual Obligations		15
8	Customer sale contracts	17
8.1	Approval of terms and conditions for standard contracts	17
8.2	Terms and conditions for non-standard retail contracts	17
PART C – Retailer Supply Obligations		19
9	Retailer supply obligations	21
9.1	Quality, safety and reliability of supply	21
9.2	Minimising interruptions	21
9.3	Information to be provided to customers	21
9.4	Bursts, leaks, blockages and spills	21
9.5	Powers under other Acts	21
10	Service standards	22
10.1	Obligation to meet and report on service standards	22
PART D – Customer Service Obligations		23
11	Billing	25
11.1	Contents of bills	25
12	Billing disputes	26
12.1	Obligation to review a bill on request	26
13	Restriction of water supply	26
13.1	Restriction warning notices	26
13.2	Prohibitions on water service flow restriction	27
13.3	Ability to restrict water services	28
13.4	Preconditions to restricting water services	29
13.5	Immediate restrictions by retailers	30
13.6	Minimum restricted water flow rate	30
14	Disconnections	31
14.1	Prohibition on disconnection of sewerage services	31
14.2	Prohibition on disconnection of water services	31
14.3	Permitted disconnections	31
14.4	Customer request for final account or disconnection	31
15	Restoration of supply	31

15.1	Retailer and customer obligations	31
15.2	Waiver of reconnection fee for Hardship Customer	32
PART E – Miscellaneous Provisions		33
16	Force majeure	35
16.1	Effect of force majeure event	35
16.2	Deemed prompt notice	35
16.3	Situations where clause 16.1.1(a) does not apply	35
16.4	Obligation to overcome or minimise effects of force majeure event	35
16.5	Settlement of industrial disputes	35
17	Appointment of operator	35
17.1	Continuity of Retail Services	35
17.2	Operator of Last Resort Guidelines	36
17.3	Obligation to provide customer information to appointed operator	36
18	Illegal use	36
18.1	Retailer right of recovery for illegal use	36

1 PRELIMINARY

1.1 Title, authority and commencement

- 1.1.1 This industry code:
- (a) is the *Water Retail Code – Minor 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 July 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 **minor 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 4 parts:
 - PART A which sets out **customer** information provision obligations;
 - PART B which sets out pre-contractual obligations;
 - PART C which sets out customer service obligations; and
 - PART D 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:
 - (a) Acts of Parliament and regulations made under those Acts of Parliament;
 - (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	<p>in relation to:</p> <ul style="list-style-type: none"> a) a residential customer, includes one or more of the following: <ul style="list-style-type: none"> 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	<p>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:</p> <ol style="list-style-type: none"> 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	<p>means, in relation to the receipt by a customer of a notice (including a restriction or disconnection warning) given by a retailer:</p> <ol style="list-style-type: none"> 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
minor retailer	means a retailer which provides retail services to less than 500 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)
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: <ul style="list-style-type: none"> 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;
- (b) place a copy of its Customer Charter on its website, in a readily accessible location;
- (c) prominently display its Customer Charter in those parts of the **retailer's** offices to which **customers** regularly have access; and
- (d) 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 6;
 - (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**.

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 Local Government Act 1999 including but not limited to where the **customer** requests a disconnection under clause **Error! Reference ource not found.** or clause 14.4.

5 CONCESSIONS, REBATES OR GRANTS

5.1 *Advice on government concessions, rebates or grants*

- 5.1.1 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.

6 LIFE SUPPORT EQUIPMENT

6.1 *Registration of life support equipment*

- 6.1.1 Where **retailer** sells and supplies **water services** to a **residential customer** and that **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.

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

6.2 Cessation of requirement for life support equipment

6.2.1 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.

6.2.2 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 6.2.1.

6.3 Definition of life support equipment

6.3.1 For the purposes of this clause 6, life support equipment means:

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

7 CUSTOMER HARDSHIP POLICIES

7.1 Obligation to have an approved hardship policy

7.1.1 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.

7.2 Approval of variation to hardship policy

7.2.1 The **Commission** will only approve a modified **residential customer** hardship policy under clause 7.1.1(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.

7.2.2 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.

7.3 Obligation to provide hardship policy

7.3.1 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 13.3; 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.

7.4 *Review of a hardship policy*

- 7.4.1 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.
- 7.4.2 A **retailer** may vary or replace its hardship policy independently of a direction referred to in clause 7.4.1 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

8 CUSTOMER SALE CONTRACTS

8.1 *Approval of terms and conditions for standard contracts*

- 8.1.1 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 8.1.2.
- 8.1.2 A **retailer** must publish the terms and conditions of a **standard contract** by notice pursuant to section 36 of the Water Industry Act 2012.

8.2 *Terms and conditions for non-standard retail contracts*

- 8.2.1 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).
- 8.2.2 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.

PART C – RETAILER SUPPLY OBLIGATIONS

9 RETAILER SUPPLY OBLIGATIONS

9.1 *Quality, safety and reliability of supply*

- 9.1.1 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.
- 9.1.2 A **retailer** must use its **best endeavours** to:
- (a) ensure that its actions do not interfere with the safe operation of the **network**;
 - (b) provide a reliable supply of **retail services** to a **customer** in accordance with **applicable regulatory instruments**;
 - (c) minimise the frequency and duration of interruptions or limitations to **supply**.

9.2 *Minimising interruptions*

- 9.2.1 A **retailer** must have in place and adhere to policies, practices and procedures dealing with minimisation of the impact of unplanned interruptions to **retail services** and provision of information about unplanned interruptions to affected **customers**.

9.3 *Information to be provided to customers*

- 9.3.1 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.
- 9.3.2 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.

9.4 *Bursts, leaks, blockages and spills*

- 9.4.1 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.
- 9.4.2 A **retailer** must provide the **Commission** with details of events where action was required to be taken in accordance with its policies, practices and procedures under clause 9.4.1, upon request by the **Commission**.

9.5 *Powers under other Acts*

- 9.5.1 Nothing in this industry code will prevent the **retailer** exercising any power, or obligation to comply with any direction, order or requirement under the Emergency Powers Act 1941, Essential Services Act 1981, State Disaster Act 1980 or the State Emergency Services Act 1987, or any other relevant legislation.

10 SERVICE STANDARDS

10.1 *Obligation to meet and report on service standards*

- 10.1.1 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.
- 10.1.2 A **retailer** must keep sufficient records to monitor its performance level and to provide the information specified by the **Commission** in **applicable regulatory instruments**.

PART D – CUSTOMER SERVICE OBLIGATIONS

11 BILLING

11.1 Contents of bills

- 11.1.1 A **retailer** may issue a single bill containing charges for **water services** and **sewerage services**.
- 11.1.2 Where a **retailer** charges a **customer** for **retail services** as a component of a rate notice issued under the Local Government Act 1999, the rate notice must enable a **customer** to separately identify the cost of any **retail service** and must include the particulars in clause 11.1.3.
- 11.1.3 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, which must not be less than 12 **business days** after the date the **retailer** sends the bill to the customer, unless otherwise agreed with a **customer**;
 - (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) the amount of arrears or credit, and the total of any payments made by the **customer** since the last bill was issued;
 - (k) 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));
 - (l) 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
 - (m) any other information prescribed by **applicable regulatory instruments**.
- 11.1.4 A **retailer** may issue a bill to a **customer** in a different form to 11.1.3 where approval has been provided in writing by the **Commission**.

12 BILLING DISPUTES

12.1 *Obligation to review a bill on request*

- 12.1.1 A **retailer** must review a **customer's** bill when asked by that **customer**.
- 12.1.2 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**.
- 12.1.3 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.
- 12.1.4 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.

13 RESTRICTION OF WATER SUPPLY

13.1 *Restriction warning notices*

- 13.1.1 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 13.
- 13.1.2 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**.

13.2 Prohibitions on water service flow restriction

13.2.1 A **retailer** must not arrange for the **supply** of a **residential customer's water services** to be restricted:

- (a) 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 7 and the **residential customer** is adhering to those requirements;
- (b) 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;
- (c) 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 6;
- (d) 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;
- (e) where the **residential customer** has formally applied for assistance from the agencies referred to 5, and a decision on the application has not been made;
- (f) where the **residential customer** is a landlord, the **supply address** is occupied by a tenant and the tenant has:
 - (i) provided acceptable evidence (such as an executed tenancy agreement, proof of rental receipts or other bills for goods and services) demonstrating the tenant's residence at the **supply address**; and
 - (ii) satisfied its payment obligations (if any) in respect of the **retail service** in accordance with the terms of the relevant tenancy agreement;
- (g) after 3.00pm on a **business day**;
- (h) 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
- (i) it is a day of total fire ban declared by a relevant authority in the area in which the **supply address** is located.

- 13.2.2 A retailer must not arrange for the supply of a **non-residential customer's water services** to be restricted:
- (a) 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;
 - (b) 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;
 - (c) where the **non-residential customer** is a landlord and the **supply address** is occupied by a tenant and the tenant has:
 - (i) provided acceptable evidence (such as an executed tenancy agreement, proof of rental receipts or other bills for goods and services) demonstrating the tenant's residence at the **supply address**; and
 - (ii) satisfied its payment obligations (if any) in respect of the **retail service** in accordance with the terms of the relevant tenancy agreement;
 - (d) after 3.00pm on a **business day**;
 - (e) 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
 - (f) it is a day of total fire ban declared by a relevant authority in the area in which the **supply address** is located.

13.3 Ability to restrict water services

- 13.3.1 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 another payment option to pay a bill;
 - (c) not adhered to the **residential customer's** obligations to make payments in accordance with the payment option relating to the payment of bills in 13.3.1(b);
 - (d) not complied with the terms of its Hardship Policy under clause 7 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.
- 13.3.2 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.

13.4 Preconditions to restricting water services

13.4.1 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 5, if applicable, and referred the **residential customer** to the organisation responsible for that concession;
- (d) in respect of a failure to provide meter reading access under clause 13.3.1(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**;
- (e) given the **residential customer** a reminder notice;
- (f) 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
- (g) advised the **residential customer** of the existence and operation of the **industry ombudsman scheme**.

13.4.2 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 13.3.2(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**).

13.5 Immediate restrictions by retailers

- 13.5.1 Subject to compliance with the requirements of clause 13.4, 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 13.4.1(d)(ii) or clause 13.4.2(c)(ii).

13.6 Minimum restricted water flow rate

- 13.6.1 The restriction of the supply of **water services** to a **supply address** under clause 13.3 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.

14 DISCONNECTIONS

14.1 Prohibition on disconnection of sewerage services

- 14.1.1 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.

14.2 Prohibition on disconnection of water services

- 14.2.1 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.

14.3 Permitted disconnections

- 14.3.1 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 entry to a water industry officer appointed under the Water Industry Act 2012 for the purposes of meter reading or other purpose consistent with carrying out duties in accordance with **applicable regulatory instruments**.

14.4 Customer request for final account or disconnection

- 14.4.1 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.
- 14.4.2 A **retailer** must inform a **customer** of any fees or charges that **customer** will remain liable for under the Local Government Act 1999 notwithstanding a disconnection under clause 14.4.

15 RESTORATION OF SUPPLY

15.1 Retailer and customer obligations

- 15.1.1 Where a **retailer** has disconnected or restricted the supply of **water services** to a **supply address** in accordance with clause 13 or clause 14, the **retailer** must use its **best endeavours** to arrange for the reconnection or removal of flow restriction within a time agreed with the **customer**, subject to:
- (a) the reasons for the disconnection or restriction being rectified by the **customer**; and
 - (b) the **customer** first paying the **retailer's** reasonable charge for reconnection or removal of water flow restriction, if any.
- 15.1.2 Where, under clause 15.1, a **retailer** is obliged to arrange for the reconnection or restoration of the **supply** of **water services** to that **supply address** and the **customer** has satisfied the requirements of that clause:

- (a) before 12 pm on a **business day**, the **retailer** must use its **best endeavours** to arrange for the reconnection on the day of the request and, in any event, by the next **business day**; or
- (b) after 12 pm on a **business day**:
 - (i) the **retailer** must use its **best endeavours** to arrange for the reconnection on the day of the request (where the **customer** pays the **retailer's** reasonable charge for after hours connection) and, in any event, by the end of the next **business day**; or
 - (ii) where the **retailer** informs the **customer** that reconnection or restoration on the same day is not possible, the after hours fee does not apply, and the retailer must use its **best endeavours** to arrange for the reconnection by the end of the next **business day**.

15.2 Waiver of reconnection fee for Hardship Customer

- 15.2.1 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.

PART E – MISCELLANEOUS PROVISIONS

16 FORCE MAJEURE

16.1 *Effect of force majeure event*

- 16.1.1 If, but for this clause 16, 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.

16.2 *Deemed prompt notice*

- 16.2.1 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.

16.3 *Situations where clause 16.1.1(a) does not apply*

- 16.3.1 A **retailer** may agree with a **customer** that the **retailer** is not to have the benefit of clause 16.1.1(a) in respect of any **force majeure event**.

16.4 *Obligation to overcome or minimise effects of force majeure event*

- 16.4.1 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.

16.5 *Settlement of industrial disputes*

- 16.5.1 Nothing in clause 16.4.1 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**.

17 APPOINTMENT OF OPERATOR

17.1 *Continuity of Retail Services*

- 17.1.1 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.

17.2 Operator of Last Resort Guidelines

- 17.2.1 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.

17.3 Obligation to provide customer information to appointed operator

- 17.3.1 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.

18 ILLEGAL USE

18.1 Retailer right of recovery for illegal use

- 18.1.1 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.



The Essential Services Commission of South Australia
Level 8, 50 Pirie Street Adelaide SA 5000
GPO Box 2605 Adelaide SA 5001
T 08 8463 4444 | F 08 8463 4449
E escosa@escosa.sa.gov.au | W www.escosa.sa.gov.au

