

WATER RETAIL CODE – MINOR AND INTERMEDIATE RETAILERS

WRC-MIR/01

July 2013



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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	Obtaining a copy of this industry code or the standard contract	2
1.5	Other Acts, industry codes and guidelines	2
1.6	Interpretation	2
1.7	Definitions	3
2	Customer Sale Contracts	5
2.1	Standard terms and conditions	5
2.2	Terminations	6
2.3	Force majeure event	6
3	Customer Information Obligations	6
3.1	Customer Charter	6
3.2	Enquiries, complaints and dispute resolution	7
3.3	Customer communications	7
3.4	Price disclosure	8
3.5	Customer Hardship Policy	8
3.6	Life support equipment	9
4	Retailer Supply Obligations	10
4.1	Customer connection policy	10
4.2	Quality, safety and reliability of supply	10
4.3	Information to be provided to customers	10
4.4	Powers under other Acts	11
4.5	Retailer right of recovery for illegal use	11
5	Customer Service Obligations	11
5.1	Billing	11
5.2	Where a tariff or tariff type has changed	12
5.3	Payment methods	13
5.4	Flexible payment arrangements	13
5.5	Payment difficulties	13
5.6	Billing disputes	14

5.7	Undercharging	15
5.8	Overcharging	15
5.9	Debt recovery	15
6	Restriction of water supply	16
6.1	Restriction warning notices	16
6.2	Prohibitions on water service flow restriction	16
6.3	Ability to restrict water services	17
6.4	Obligations prior to restricting water services	18
6.5	Immediate restrictions by retailers	20
6.6	Minimum restricted water flow rate	20
7	Disconnections	20
7.1	Prohibition on disconnection of sewerage services	20
7.2	Prohibition on disconnection of water services	20
7.3	Permitted disconnections	20
7.4	Customer request for final account or disconnection	20
8	Restoration of supply	21
8.1	Retailer and customer obligations	21
8.2	Waiver of reconnection fee for Hardship Customer	21

1 PRELIMINARY

1.1 *Title, authority and commencement*

- 1.1.1 This industry code:
- (a) is the *Water Retail Code – Minor and Intermediate 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.
- 1.1.2 Notwithstanding any other provision of this code, for the period 1 July 2013 to 31 August 2013, the requirement to meet each regulatory obligation arising under this code will be a **best endeavours** requirement. For the avoidance of doubt, this means that where a regulatory obligation is mandatory, for the period 1 July 2013 to 30 September 2013 a **retailer** will satisfy that regulatory obligation where it can demonstrate that it has used its **best endeavours** to do so.

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**;
 - (b) to **intermediate retailers**;
 - (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) 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 *Obtaining a copy of this industry code or the standard contract*

- 1.4.1 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.
- 1.4.2 A **retailer** may impose a reasonable charge for subsequent requests.

1.5 *Other Acts, industry codes and guidelines*

- 1.5.1 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.

1.6 *Interpretation*

- 1.6.1 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.

1.7 Definitions

1.7.1 In this industry code words appearing in bold like **this** have the following meanings:

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	customer has the meaning given to that term in the Act , namely a person who owns land in relation to which a retail service is

provided and includes:

- a) where the context requires, a person seeking the provision of a **retail service**; and
- b) in prescribed circumstances, a person supplied with **retail services** as a consumer or user of those services (without limiting the application of this definition to owners of land); and
- c) a person of a class declared by the regulations to be **customers**.

date of receipt	means, in relation to the receipt by a customer of a notice (including a restriction or disconnection warning) given by a retailer : <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	means the scheme approved by the Commission in accordance with the provisions of the Water Industry Act 2012
intermediate retailer	means a retailer which provides retail services to more than 500 and up to and including 50,000 connections
interruption	includes a planned or unplanned outage that interrupts or restricts the supply of retail services
minor retailer	means a retailer which provides retail services to up to and including 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
restriction warning	means 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
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

2 CUSTOMER SALE CONTRACTS

2.1 *Standard terms and conditions*

- 2.1.1 A **retailer** must, upon the **Commission's** request, develop and submit for the **Commission's** approval, a **standard contract** for the sale and supply of **retail services** to **customers**.
- 2.1.2 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 2.1.3.
- 2.1.3 Upon receipt of the **Commission's** approval of the **standard contract** under clause 2.1.2, a **retailer** must publish those terms and conditions in accordance with the requirements of section 36 of the Water Industry Act 2012.
- 2.1.4 A **retailer** must advise the **Commission** before it makes a significant amendment to the **standard contract** and must publish the amended terms and conditions in accordance with the requirements of section 36 of the Water Industry Act 2012.
- 2.1.5 The **Commission** may, by notice in writing to a **retailer**, require the **retailer** to amend its **standard contract** in accordance with the requirements of section 36 of the Water Industry Act 2012.
- 2.1.6 A **retailer** must, on request by a **customer** or a potential **customer**, provide that **customer** with a copy of the **standard contract**, free of charge.
- 2.1.7 If a **customer** has already received a copy of the **standard contract** and requests another copy within a 12-month period, a **retailer** may impose a reasonable charge for providing that copy.

2.2 Terminations

- 2.2.1 A **retailer** must confer on each of its **customers** the right to effect termination of their **customer sale contract** by providing at least 3 **business days'** notice.
- 2.2.2 A **retailer** must inform a **customer** of any fees or charges that a **customer** will remain liable for under the Local Government Act 1999 or Roxby Downs (Indenture Ratification) Act 1982 including but not limited to where the **customer** requests a disconnection under clause 7.4 or termination under clause 2.2.1.

2.3 Force majeure event

- 2.3.1 If, but for this clause, 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.
- 2.3.2 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.
- 2.3.3 A **retailer** may agree with a **customer** that the **retailer** is not to have the benefit of clause 2.3.1 in respect of any **force majeure event**.
- 2.3.4 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.
- 2.3.5 Nothing in clause 2.3.1 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**.

3 CUSTOMER INFORMATION OBLIGATIONS

3.1 Customer Charter

- 3.1.1 A **retailer** must, within 3 months of being granted a licence or 3 months from the commencement of this Code (whichever is the later), develop a Customer Charter and submit it to the **Commission**.
- 3.1.2 The Customer Charter must contain a plain language guide to the basic rights and obligations of both the **customer** and the **retailer** in the provision of a **retail service**.

- 3.1.3 A **retailer** must:
- (a) advise a **customer** of the availability of its Customer Charter as soon as practicable, and in any event, 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.
- 3.1.4 The **Commission** may review the Customer Charter from time to time.

3.2 *Enquiries, complaints and dispute resolution*

- 3.2.1 A **retailer** must prepare and submit to the **Commission**, for approval within 3 months of being granted a licence or 3 months from the commencement of this Code (whichever is the later), procedures for the management and resolution of **customer** enquiries and disputes, in accordance with AS ISO 10002-2006 (as amended from time to time), which deal with at least the following matters:
- (a) the connection of and supply to a **supply address**;
 - (b) the quality and reliability of **retail services** provided;
 - (c) payment options available;
 - (d) what to do in the case of difficulties in paying the **retailer's** bills;
 - (e) how to make enquiries or lodge complaints for both **customers** and tenants brought within the definition of **customer** by regulations;
 - (f) the existence and operations of the **industry ombudsman** or other external dispute resolution body (where relevant); and
 - (g) the existence and operation of any relevant Government concession, grant or rebate schemes and the contact details for the government department responsible for the administration of that concession, rebate or grant;
 - (h) referral to interpreter services; and
 - (i) any other matter required by the **Commission**.
- 3.2.2 A **retailer's** 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**.
- 3.3.4 A **retailer** must provide access to multi-lingual services for languages common to the relevant **residential customer** base to meet the reasonable needs of its **residential customers**.

3.4 Price disclosure

- 3.4.1 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 charged 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**;
 - (c) the amount of all fees and charges under clause 3.4.1(b) or the methods or policies applicable for the calculation of those fees and charges; and
 - (d) any fees or charges that a **customer** is liable for under the Local Government Act 1999 or Roxby Downs (Indenture Ratification) Act 1982 for the availability of access to a **retail service**.

3.5 Customer Hardship Policy

- 3.5.1 A **retailer** must, within 3 months of being granted a licence or 3 months from the commencement of this Code (whichever is the later):
- (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.
- 3.5.2 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) the **residential customer** informs the retailer in writing, by telephone or in person 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 or bills 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 6.3; 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.
- 3.5.3 A **retailer's** hardship policy may be reviewed by the **Commission** from time to time.

3.6 *Life support equipment*

- 3.6.1 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.
- 3.6.2 A **retailer** must rely on advice received by a medical practitioner or hospital that life support equipment is required at the **supply address**.
- 3.6.3 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.
- 3.6.4 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 this clause.
- 3.6.5 For the purposes of this clause, life support equipment means:
- (a) a dialysis machine; or
 - (b) other equipment as notified by the **Commission** from time to time.

4 RETAILER SUPPLY OBLIGATIONS

4.1 *Customer connection policy*

- 4.1.1 A **retailer** must, if requested by the **Commission**, develop a Connection Policy specifying the **retailer's** policy in respect of extending the water infrastructure or sewerage infrastructure at the request of a potential **customer**.
- 4.1.2 Where required under clause 4.1.1, a **retailer** must submit the Connection Policy, and any amendment to the Connection Policy, to the **Commission** for approval.
- 4.1.3 A **retailer** must make the Connection Policy available on its website and provide a copy to a **customer** upon request.

4.2 *Quality, safety and reliability of supply*

- 4.2.1 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.
- 4.2.2 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** and **applicable service standards**; and
 - (c) minimise the frequency and duration of interruptions or limitations to **supply**.
- 4.2.3 A **retailer** must have in place and adhere to policies, practices and procedures dealing with:
 - (a) minimisation of the impact of unplanned interruptions to **retail services** and provision of information about unplanned interruptions to affected **customers**; and
 - (b) bursts, leaks, blockages or spills in respect of its sewerage infrastructure or water infrastructure.
- 4.2.4 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 4.2.3, upon request by the **Commission**
- 4.2.5 A **retailer** must provide an emergency telephone service to enable a **customer** to:
 - (a) notify the **retailer** of emergencies and faults; and
 - (b) ascertain details of any interruption to **supply**.

4.3 *Information to be provided to customers*

- 4.3.1 A **retailer** must provide a **customer** with at least 4 **business days'** notice of any planned **interruptions** to supply at the **supply address**. Notice given by a **retailer** can be provided by radio or newspaper where it is not practicable to send a notice in writing due to the number of **customers** affected.

- 4.3.2 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** or inspection, repair or testing of a water or sewerage installation.
- 4.3.3 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.

4.4 *Powers under other Acts*

- 4.4.1 Nothing in this industry code will prevent a **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.

4.5 *Retailer right of recovery for illegal use*

- 4.5.1 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.

5 CUSTOMER SERVICE OBLIGATIONS

5.1 *Billing*

- 5.1.1 A **retailer** must use its **best endeavours** to issue a bill to a **customer** at least quarterly.
- 5.1.2 A **retailer** and a **customer** may agree to a billing cycle with a regular recurrent period that differs from 5.1.1.
- 5.1.3 A **retailer** may issue a single bill containing charges for **water services** and **sewerage services**.
- 5.1.4 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 5.1.5.
- 5.1.5 Subject to clause 5.1.6, a **retailer** must prepare a bill so that a **customer** can easily verify that the bill conforms to their **customer sale contract** (where relevant) 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 and information about help that is available if the **customer** is experiencing difficulties in paying;
- (j) a 24-hour contact telephone number for faults, emergencies and **force majeure events**;
- (k) the amount of arrears or credit, and the total of any payments made by the **customer** since the last bill was issued;
- (l) 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 of the next meter reading;
 - (iii) the meter readings, metering data or estimates for the bill for **retail services**;
 - (iv) consumption, or estimated consumption, for **water services** in units used (kilolitre (kL)); and
- (m) for bills issued to **residential customers**, a reference to the availability of relevant government concessions and rebates;
- (n) any other information prescribed by **applicable regulatory instruments**.

5.1.6 A **retailer** may issue a bill to a **customer** in a different form to 5.1.5 where approval has been provided in writing by the **Commission**.

5.2 *Where a tariff or tariff type has changed*

5.2.1 Where during a **billing cycle** a **customer** changes from one type of tariff to another type of tariff, the **retailer** must (if it is necessary to do so due to the change in the type of tariff applying to that **customer**):

- (a) obtain a meter reading at the time the type of tariff changes; and
- (b) calculate the **customer's** bill using the type of tariff applying during the period prior to and after the date of the meter reading referred to in clause 5.2.1(a).

5.2.2 Where during a **billing cycle** the tariff rate or charge applying to a **customer** changes, the **retailer** must calculate the bill on a pro rata basis using:

- (a) the old tariff rate or charge up to and including the date of change; and

- (b) the new tariff rate or change from the date of the change to the end of the **billing cycle**.

5.2.3 Where the **retailer** offers alternative tariffs or tariff options and a **customer**:

- (a) applies in writing to the **retailer** to transfer from that **customer's** current tariff to another tariff; and
- (b) demonstrates to the **retailer** that it satisfies all of the conditions relating to that other tariff.

the **retailer** must transfer the **customer** to that tariff within 10 **business days** of satisfying those conditions.

5.2.4 Where a **customer** transfers from one tariff type to another, in accordance with clause 5.2.3, the effective date of the transfer will be:

- (a) the date on which the last meter reading at the old tariff is obtained; or
- (b) where the transfer requires a change to the meter at the **customer's supply address**, the date the meter change is completed.

5.3 *Payment methods*

5.3.1 A **retailer** must offer at least the following payment methods to its **customers**:

- (a) in person;
- (b) by mail;
- (c) by direct debit under a payment arrangement agreed by the **customer**, the **retailer** and an **ADI** nominated by the **customer**; and
- (d) Centrepay for **residential customers**.

5.3.2 If a **customer** pays the **retailer's** bill by cheque, direct debit from an account with an **ADI** or by credit card and the payment is dishonoured or reversed, which results in the **retailer** incurring a fee, the **retailer** may recover from the **customer** the amount of that fee only if the fee is incurred in line with the agreed payment arrangement.

5.3.3 Nothing in this industry code prevents a **retailer** from providing payment options in addition to those specified in this clause.

5.4 *Flexible payment arrangements*

5.4.1 A **retailer** must offer **residential customers** at least the following payment options:

- (a) payment in advance facilities;
- (b) flexible payment arrangements under which **residential customers** are given more time to pay a bill or to pay arrears (including any restriction, disconnection or restoration charges); and
- (c) redirection of the **residential customer's** bill as requested by the **residential customer**.

5.5 *Payment difficulties*

5.5.1 A **residential customer** experiencing payment difficulty (whether self-identified or identified by the **retailer**) must be provided with information about:

- (a) the **retailer's** flexible payment arrangements;
- (b) the **retailer's residential customer** hardship policy;
- (c) government concessions; and
- (d) independent financial and other relevant counselling services.

5.6 *Billing disputes*

- 5.6.1 A **retailer** must review a **customer's** bill when asked by that **customer**.
- 5.6.2 A **retailer** must inform the **customer** of the outcome of that review as soon as reasonably possible and, in any event, within 30 **business days**.
- 5.6.3 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.
- 5.6.4 Where a **customer** requests that, in reviewing the bill, the meter reading or metering data be checked or the meter tested, the **retailer** must, as the case may be, arrange for a:
- (a) check of the meter reading or metering data; or
 - (b) test of the meter.
- 5.6.5 The **customer** must pay the **retailer** in advance the **retailer's** reasonable charge for checking the meter reading, metering data or for testing the meter.
- 5.6.6 A **retailer** must ensure that any test required under clause 5.6.4 is completed within a reasonable time.
- 5.6.7 Where, after conducting a review of the bill, a **retailer** is satisfied that it is:
- (a) correct, the **retailer** may require the **customer** to pay the amount of that bill which is still outstanding; or
 - (b) incorrect, the **retailer**:
 - (i) must correct the **customer's** bill;
 - (ii) must refund (or set off against the amount in ((iii))) any fee paid in advance under clause 5.6.5;
 - (iii) may require the **customer** to pay the amount of that bill which is still outstanding; and
 - (iv) must advise the **customer** of the existence of its dispute resolution processes under clause 3.2.
- 5.6.8 Where the **customer** advises the **retailer** that it is not satisfied with the **retailer's** decision, the **retailer** must inform the **customer** that they may lodge a dispute with:
- (a) the **retailer's** external dispute resolution body; or

- (b) the **industry ombudsman** scheme (where the **retailer** is required to participate in that scheme by the **Commission**).

5.7 Undercharging

- 5.7.1 Subject to clause 5.7.2, where a **retailer** has undercharged a **customer** as a result of an act or omission of the **retailer**, it may recover from the **customer** the amount undercharged.
- 5.7.2 Where a **retailer** proposes to recover an amount undercharged as a result of the **retailer's** error, the **retailer** must:
 - (a) in relation to **retail services** which are metered, limit the amount to be recovered to the amount undercharged in the 12 months prior to the meter reading date on the last bill sent to the **customer**;
 - (b) in relation to unmetered services, limit the amount to be recovered to the amount undercharged in the 12 months prior to the error being advised in writing to the **customer**;
 - (c) list the amount to be recovered as a separate item in a special bill or in the next bill, together with an explanation of that amount;
 - (d) not charge the **customer** interest on that amount; and
 - (e) if the **customer** requests it, offer the **customer** time to pay that amount by agreed instalments, over a period nominated by the **customer** being no longer than:
 - (i) the period during which the undercharging occurred (if the undercharging occurred over a period of less than 12 months); or
 - (ii) in any other case, 12 months.

5.8 Overcharging

- 5.8.1 Where a **customer** has been overcharged as a result of an act or omission of a **retailer**, the **retailer** must inform the **customer** accordingly within 10 **business days** of the **retailer** becoming aware of that error and:
 - (a) credit that amount to the **customer's** next bill; or
 - (b) if the **customer** has ceased to purchase **retail services** from that **retailer**, pay that amount to the **customer** within 10 **business days**.

5.9 Debt recovery

- 5.9.1 A **retailer** must not commence proceedings for the recovery of a debt relating to the sale and supply of **retail services** from a **residential customer** if:
 - (a) the **residential customer** continues to adhere to the terms of a flexible payment plan or other agreed payment arrangement; or
 - (b) the **retailer** has failed to comply with the requirements of its hardship policy in relation to that **residential customer**; or
 - (c) the **retailer** has installed a flow restriction device in accordance with clause 6.3.

6 RESTRICTION OF WATER SUPPLY

6.1 *Restriction warning notices*

- 6.1.1 Prior to commencing action to restrict the supply of water to a customer, a retailer must issue a restriction warning notice to a customer that:
- (a) states the date of its issue;
 - (b) states 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) informs the **customer** of applicable restoration procedures and (if applicable) that a charge will be imposed for restoration; and
 - (f) includes details of the **retailer's** telephone number for complaints and disputes; and
 - (g) includes details of the existence and operation of:
 - (i) the **retailer's** external dispute resolution body; or
 - (ii) the **industry ombudsman** scheme (where the **retailer** is required to participate in that scheme by the **Commission**).

6.2 *Prohibitions on water service flow restriction*

- 6.2.1 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 3.5 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 3.6;
 - (d) where a **residential customer** has made a complaint, directly related to the reason for the proposed flow restriction, to the **industry ombudsman** 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 3.2.1(g), 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.

6.2.2 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** 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.

6.3 Ability to restrict water services

6.3.1 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 by the due date;
- (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 6.3.1(b);
- (d) not complied with the terms of its Hardship Policy under clause 3.5 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.

6.3.2 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 by the due date;
- (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.

6.4 *Obligations prior to restricting water services*

6.4.1 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 3.2.1(g), 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 6.3.1(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:
 - (i) the **retailer's** external dispute resolution body; or
 - (ii) the **industry ombudsman** (where the **retailer** is required to participate in that scheme by the **Commission**).

6.4.2 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 6.3.2(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**); and
- (f) advised the **residential customer** of the existence and operation of:

- (i) the **retailer's** external dispute resolution body; or
- (ii) the **industry ombudsman** (where the **retailer** is required to participate in that scheme by the **Commission**).

6.5 *Immediate restrictions by retailers*

- 6.5.1 Subject to compliance with the requirements of clause 6.4, 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 6.4.1(d)(ii) or clause 6.4.2(c)(ii).

6.6 *Minimum restricted water flow rate*

- 6.6.1 The restriction of the supply of **water services** to a **supply address** under clause 6.3 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.

7 DISCONNECTIONS

7.1 *Prohibition on disconnection of sewerage services*

- 7.1.1 A **retailer** must not arrange for the disconnection or restriction of **supply** of a **sewerage service** to a **customer's supply address** for non-payment of a bill or bills.

7.2 *Prohibition on disconnection of water services*

- 7.2.1 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.

7.3 *Permitted disconnections*

- 7.3.1 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**.

7.4 *Customer request for final account or disconnection*

- 7.4.1 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.

- 7.4.2 A **retailer** must inform a **customer** of any fees or charges that **customer** will remain liable for under the Local Government Act 1999 or the Roxby Downs (Indenture Ratification) Act 1982 notwithstanding a disconnection under this clause.

8 RESTORATION OF SUPPLY

8.1 *Retailer and customer obligations*

- 8.1.1 Where a **retailer** has disconnected or restricted the supply of **water services** to a **supply address** in accordance with clause 6 or clause 7, 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.

- 8.1.2 Where, under clause 8.1, 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**.

8.2 *Waiver of reconnection fee for Hardship Customer*

- 8.2.1 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** residential Hardship Program, so long as the **residential customer** agrees to participate in the **retailer's** residential Hardship Program upon restoration.



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