



WATER RETAIL CODE CONSULTATION DRAFT

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1 PRELIMINARY

1.1 *Title, authority and commencement*

1.1.1 This industry code:

- (a) is the Water Retail Code, applicable to water industry entities pursuant to the provisions of the Water Industry Act 2012;
- (b) is made by the **Commission** pursuant to the provisions of Part 4 of the Essential Services Commission Act 2002;
- (c) commences on 1 January 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 **SA Water**;
- (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 **customer**:
 - (i) consumes the **retail service** primarily for commercial or industrial purposes;
 - (ii) takes supply of the **retail service** subject to agreed and documented terms and conditions; and
 - (iii) agrees in writing that this industry code will not apply in respect of the supply of **retail services** to it; or
- (b) the **customer**:
 - (i) consumes the **retail service** primarily for commercial or industrial purposes;
 - (ii) commenced taking supply of the **retail service** prior to the commencement of this industry code subject to agreed and documented terms and conditions; and
 - (iii) agrees in writing after the commencement of this industry code that this industry code will not apply in respect of the supply of **retail services** to it under those agreed and documented 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 Two parts

1.4.1 This industry code is divided into 2 parts:

- PART A which sets out obligations that **retailers** must comply with in dealing with **customers**;
- PART B which sets out the terms and conditions for a **standard contract** for **customers**, including terms and conditions covering connection.

[Note – the Commission will consult subsequently on the terms and conditions of the standard contract once stakeholders have had the opportunity to consider and comment on the key consumer protections of this industry code]

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

in relation to:

- a) a **residential customer**, includes one or more of the following:
 - 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 or

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| | customer sale contract |
| 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 small customer receives a bill from a retailer |
| business day | means a day on which banks are open for general banking business in Adelaide, other than a Saturday, or a Sunday |
| Commission | means the Essential Services Commission established under the Essential Services Commission Act 2002 |
| 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 | means a customer as defined in the Water Industry Act 2012 who buys or proposes to buy a retail service from a retailer |
| date of receipt | means, in relation to the receipt by a customer of a notice (including a disconnection warning) given by a retailer : <ul 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 or lettergram, 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 **small 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**

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)

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| SA Water | means the South Australian Water Corporation established under the South Australian Water Corporation Act 1994 |
| sewerage service | has the meaning given to that term in the Water Industry Act 2012 |
| standard contract | means the terms and conditions for the sale and supply of a retail service as set out in Part B of this industry code |
| 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; orb) 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 |



WATER RETAIL CODE

PART A

2 CUSTOMER CHARTER

2.1 *Obligation to prepare customer charter*

2.1.1 A **retailer** must, within 20 **business days** after it first sells and supplies **retail services** to a **customer**, prepare a Customer Charter in accordance with this clause.

2.2 *Obligation to provide customer charter*

2.2.1 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 issue of the first bill;
- (b) place a copy of its Customer Charter on its website, in a readily accessible location; and
- (c) send, free of charge, a copy of its Customer Charter to a **customer** on request as soon as practical following a request to do so.

2.3 *Charging for customer charters*

2.3.1 If a **customer** has already received a copy of the Customer Charter under clause 2.2.1(c), a **retailer** may impose a reasonable charge for provision of the Customer Charter on any subsequent request from that **customer** within a 12-month period.

2.4 *Contents of customer charter*

2.4.1 The Customer Charter must contain at least a summary of the respective rights and obligations under:

- (a) this industry code, including the applicable **approved service standards**;
- (b) the **standard contract**;
- (c) the Water Industry Act 2012 and associated regulations (as appropriate); and
- (d) obligations and particulars of the **retailer's** privacy practices in accordance with applicable privacy laws.

3 ENQUIRIES, COMPLAINTS AND DISPUTE RESOLUTION

3.1 *Customer enquiry procedures*

- 3.1.1 A **retailer** must, within 20 **business days** after it first sells and supplies **retail services** to a **customer**, 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; and
 - (vi) the existence and operations of the **industry ombudsman scheme**.
 - (b) the registration of special needs (see clause 21);
 - (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 20 **business days** after it first sells and supplies **retail services** to a customer, 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;
 - (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.

4 WATER EFFICIENCY ADVICE

4.1 *Advice on the use of water services*

- 4.1.1 A **retailer** must provide to a **residential customer** on request and free of charge:
- (a) general advice on the range of water conservation measures available;
 - (b) advice on how, from whom, and at what estimated cost, a **residential customer** may arrange for an audit of the **residential customer's supply address**.
- 4.1.2 Where a **retailer's** systems indicate, or ought to indicate, that there has been an abnormal change in the level of consumption of **water services** by a **customer**, the **retailer** should issue an 'attention notice' to the **customer**, to enable the customer to check there is no issue with the **customer's** infrastructure (e.g. leakage) that could result in an unintended level of **water service** consumption.

5 PRICE DISCLOSURE

5.1 *Schedule of prices, fees and charges*

- 5.1.1 A **retailer** must publish on its website and provide a copy to a **customer** upon request within 5 **business days** of that request:
- (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.

6 SERVICE STANDARDS

6.1 *Obligation to meet service standards*

- 6.1.1 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.

- 6.1.2 A **retailer** must keep sufficient records to monitor its performance level and to provide the information required by clause 6.2.

6.2 Service standards reporting

- 6.2.1 A **retailer** must, by 31 August in each year, report to the **Commission** concerning matters relating to performance in meeting service standards during the last financial year or part of a financial year.

- 6.2.2 In particular, a **retailer** must report on:

- (a) performance against **applicable service standards**;
- (b) the amount of any rebates paid or credited to **customers** as a result of a **retailer's** failure to meet any service standards referred to in clause 6.2.2(a);
- (c) the reason for any non-compliance; and
- (d) how the **retailer** will improve its performance so as to meet the **applicable service standards**.

- 6.2.3 A report under this clause 6.2 must be made in conformance with any requirements specified by the **Commission** in a guideline issued pursuant to the Essential Services Commission Act 2002.

6.3 Rural and remote services

- 6.3.1 A **retailer** must not, without the **Commission's** approval:

- (a) discontinue or cease to operate, maintain or service those parts of **network** which are in **remote areas** or **rural areas** and by means of which it sells and supplies **retail services**; or
- (b) discontinue or cease to **supply retail services** from those parts of the **network** by means of which it sells and supplies **retail services** which are in **remote areas** or **rural areas**.

6.4 Asset register

- 6.4.1 Subject to clause 6.4.3, a **retailer** must keep a sufficiently detailed register of all assets forming part of its **network**, which must include the physical description and location of each asset, in a form required by the **Commission** from time to time.

- 6.4.2 A register of assets under clause 6.4.1 must be provided to the **Commission** upon request.
- 6.4.3 Where a **retailer** does not own or operate the network by means of which it sells and supplies **retail services**, it must put into place legally binding arrangements with the owner or operator of that **network** which ensure:
- (a) the recording of the physical description and location of each item of equipment or other asset forming a part of that **network**; and
 - (b) that all records under clause 6.4.3(a) are kept in a form required by the **Commission** from time to time and are able to be provided to the **Commission** upon request.

7 **RETAILER SUPPLY OBLIGATIONS**

7.1 *Quality of supply*

- 7.1.1 A **retailer** must supply **retail services** at a quality which is in accordance with health standards, environmental standards and any other **applicable regulatory instruments**.
- 7.1.2 Where a **customer** requests, a **retailer** must provide, within 10 **business days**, an explanation for any change in the quality of the supply of its **retail services** outside the allowed limits specified by **applicable regulatory instruments**.
- 7.1.3 The obligations of a **retailer** in relation to the quality of **retail services** are limited to the extent that such quality is adversely affected by **customer's** actions or equipment.

7.2 *Safety of supply*

- 7.2.1 A **retailer** must use its **best endeavours** to ensure that its actions do not interfere with the safe operation of the **network**.
- 7.2.2 At the request of a **customer**, a **retailer** must provide advice on:
- (a) the facilities required to protect the **retailer's** equipment; and
 - (b) the **customer's** use of **retail services** so that it does not interfere with the **network** or with supply to any other water or sewerage installation.

7.3 Reliability of supply

7.3.1 Subject to this clause 7.3, a **retailer** must use its **best endeavours** to provide a reliable supply of **retail services** to a **customer** in accordance with **applicable regulatory instruments**.

7.4 Retailers' right to interrupt supply

7.4.1 To the extent necessary, a **retailer** may interrupt a **customer's supply of retail services**:

- (a) for maintenance or repair;
- (b) for the installation of a new **supply** to another **customer**;
- (c) for carrying out augmentations or extensions to the **network**;
- (d) in an emergency; or
- (e) for health and safety reasons.

7.5 Obligation to minimise interruptions

7.5.1 A **retailer** must use its best **endeavours** to:

- (a) minimise interruptions or limitations to **supply** caused by:
 - (i) carrying out maintenance or repair to the **network**;
 - (ii) connecting a new **supply address** to the **network**;
 - (iii) carrying out augmentations or extensions to the **network**; and
- (b) restore **supply** as soon as practicable following an interruption or limitation to **supply**.

7.6 Unplanned interruptions

7.6.1 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** (including restoration and general rectification) as soon as possible and, in any event, restore the **supply of retail services** within those times required under the standards referred to in clause 6.2.2(a);
- (b) provision of information about unplanned interruptions to affected **customers**;
- (c) recording of information about each unplanned interruptions to **retail services** (including restoration and general rectification); and

- (d) provision of access to emergency supplies of drinking water in the event of an unplanned interruption to **water services**.

7.6.2 In the case of an unplanned interruption, a **retailer** must provide a 24 hour emergency telephone service to enable a **customer** to ascertain details and the expected duration of any interruption to **supply** and for the notification of emergencies and faults.

7.7 Planned interruptions

7.7.1 A **retailer** must provide a **customer** with at least 4 **business days'** notice of any interruption to the supply of **retail services** at the **customer's supply address** for the purposes of planned maintenance work on, or augmentation to the **network**, or installation of a new **supply** to another **customer**:

- (a) in writing (in which case the days shall be counted from the **date of receipt** of the notice); or
- (b) by radio or newspaper where it is not practicable to send a notice in writing due to the number of **customers** affected.

7.8 Health and safety

7.8.1 Except in the case of an emergency, or where there is a need to reduce the risk of fire or where relevant legislation, regulations or codes require it, a **retailer** must not disconnect or restrict the **supply** of **retail services** to a **customer's supply address** for a health or safety reason unless the **retailer** has:

- (a) given the **customer** written notice of the reason;
- (b) allowed the **customer** 5 **business days** to remove the reason (the 5 **business days** shall be counted from the **date of receipt** of the notice); and
- (c) at the expiration of those 5 **business days** given the **customer**, by way of a written disconnection warning or restriction warning, another 5 **business days'** notice of its intention to disconnect the **customer** (the 5 **business days** shall be counted from the **date of receipt** of the notice).

7.9 Information to be provided to customers

7.9.1 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.

7.9.2 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.

7.10 Bursts, leaks, blockages and spills

7.10.1 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.

7.10.2 A **retailer's** policies, practices and procedures under clause 7.10.1 must deal with at least the following matters:

- (a) prompt attendance at a site after becoming aware of the existence of a burst, leak or blockage in its sewerage infrastructure or water infrastructure;
- (b) the action or actions which must be taken to rectify a burst, leak or blockage in its sewerage infrastructure or water infrastructure, taking into account the potential or actual impact on:
 - (i) **customers**;
 - (ii) other persons or entities affected by the burst, leak or blockage;
 - (iii) property; and
 - (iv) the environment;
- (c) the provision of information about the burst, leak or blockage in the manner required under clause 7.6;
- (d) in the event of a sewage spill at a **supply address**, the action or actions which will ensure that damage and inconvenience to **customers** and other persons or entities is minimised;
- (e) in the event of a sewage spill, the action or actions which will ensure that the sewage spill is promptly cleaned and the affected area is disinfected; and
- (f) payment of compensation to **customers** for any loss, damage or injury occurring at the **customer's supply address** as a result of a burst, leak, blockage or spill.

7.10.3 A **retailer** must:

- (a) keep records of events where action was required to be taken in accordance with its policies, practices and procedures under clause 7.10.1; and

- (b) provide those records to the **Commission** for inspection and review on request.

7.11 Powers under other Acts

7.11.1 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.

7.11.2 Nothing in this industry code will override any requirement by the **retailer** to:

- (a) restrict or discontinue water **supply** to **customers** to enable an appropriate balance of demand and **supply** or to ensure appropriate quality of **supply**;
- (b) adopt other measures related to the protection and use of the water **supply**; or
- (c) assist with any prohibitions imposed on the use of water through the adoption of conservation measures,

where such action is undertaken in accordance with the requirements of Part 6 of the Water Industry Act 2012.

8 PROVISION OF RETAIL SERVICES

8.1 Obligation to provide a retail service

8.1.1 Subject to the provisions of this industry code, a **retailer** must, on the application of a **customer**, agree to sell and supply a **retail service** to that **customer** where:

- (a) the **supply address** owned or occupied by that **customer** is **connected**, or will be **connected** (after completion of any necessary augmentation or extension), to a **network** through which a **retailer** makes available a **retail service**;
- (b) that **network** has the capacity to deliver the **retail service**; and
- (c) the **retailer** has the right to deliver the **retail service** to the **supply address** by means of that **network**.

8.2 Form of applications for provision of a retail service

- 8.2.1 If a **customer** proposes to buy a **retail service** from a **retailer** at a **supply address**, the **retailer** may require the **customer** to first make an application (in person, by telephone, electronically or in writing).
- 8.2.2 A **retailer** may, on receipt of an application under clause 8.2.1, require the **customer** to comply with one or more of the following preconditions before agreeing to that application:
- (a) the provision of **acceptable identification** information;
 - (b) the payment of any relevant fees and charges applicable to that **customer**, including fees for **connection** of the **supply address** to the **network**;
 - (c) the provision of contact details for billing purposes;
 - (d) the provision of contact details for the owner (or the agent of the owner) of the **supply address** if the application is for a rental property; and
 - (e) ensuring that there is safe and convenient access to the meter at the **supply address**.
- 8.2.3 A **retailer** must not:
- (a) require a **customer** to satisfy any preconditions other than those specified in clause 8.2.2 before agreeing to provide a **retail service** to that **customer**;
 - (b) seek or require a **customer** to pay a security deposit, refundable advance or any other form of security in respect of an amount which may in the future become due and payable in respect of the sale and supply of a **retail service** to that **customer**.

8.3 Timeframes for commencement of retail service provision

- 8.3.1 Where an application for the provision of a **retail service** under clause 8.2.1 does not require the establishment of a **connection**, the **retailer** must commence that **retail service** on:
- (a) the date agreed with the **customer**; or
 - (b) where no date has been agreed with the **customer**:
 - (i) within 2 **business days** after the **customer** has satisfied any preconditions under clause 8.2.2; or
 - (ii) where no preconditions under clause 8.2.2 are imposed by the **retailer**, within 1 **business day** of the application.

8.4 Requirements for retail contracts

8.4.1 The terms and conditions of the **standard contract** for the sale and supply of **retail services** are those set out in Part B of this industry code.

[Note – the Commission will consult subsequently on the terms and conditions of the standard contract once stakeholders have had the opportunity to consider and comment on the key consumer protections of this industry code]

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

8.4.3 Subject to clause 8.5:

- (a) 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; and
- (b) any terms and conditions for the sale and supply of **retail services** under a purported contract will have no effect to the extent of any inconsistency with the terms and conditions set out in the **standard contract** except in circumstances where the **Commission** has approved in writing the use of those inconsistent terms and conditions.

8.4.4 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.

8.5 Network capacity restrictions

8.5.1 Where:

- (a) a **customer** has made a request under clause 8.2.1 and is otherwise entitled to the provision of a **retail service**; but

(b) the relevant **network** will not have the capacity to deliver the **retail service** even if augmented in the vicinity of the **supply address**,

the **retailer** may provide a restricted **retail service** pursuant to agreement being reached with the **customer** as to the terms and conditions under which that restricted **retail service** will be sold and supplied.

8.5.2 The terms and conditions of an agreement under clause 8.5.1 must:

- (a) be approved in writing by the **Commission**; and
- (b) incorporate any terms and conditions specified by the **Commission**.

9 CONNECTIONS

9.1 *Requirements where a connection is needed*

9.1.1 Where a **connection** is required in order to provide a **retail service** to a **customer** in accordance with a request under clause 8.2.1, a **retailer** may require:

- (a) the **customer** to agree to undertake and fund, or part fund in agreement with the **retailer**, any augmentation or extension required for the **connection**; and
- (b) the works to have been completed,

prior to commencing the sale and supply of the **retail service** to that **customer**.

9.1.2 A **retailer** must ensure that any **customer** funding or payment obligations agreed under clause 9.1.1 are consistent with the provisions of any applicable **price determination** and **applicable regulatory instruments**.

9.1.3 Where a **retailer**:

- (a) receives a request under clause 8.2.1 in respect of a **supply address** which is not **connected** to the **network** through which a **retail service** is to be sold and supplied to the **customer**;
- (b) has the right to deliver the **retail service** to the **supply address** by means of that **network**; but
- (c) does not own or operate that **network**,

then, as soon as possible after receiving an application under clause 8.1.1, the **retailer** must:

- (d) forward relevant details of that **customer** to the owner or operator of the **network** for the purposes of arranging for the **connection** of that **supply address**; and

- (e) use its **best endeavours** to ensure that the **connection** is effected within the timeframes required under this industry code.

9.2 Timeframe for provision of a connection

9.2.1 Where:

- (a) a **retailer** is required to provide a **connection** to a **supply address** in order to provide a **retail service** sought by a **customer** under clause 8.2.1;
- (b) the **retailer** has the right to deliver the **retail service** to that **supply address** by means of a relevant **network**; and
- (c) that **network** has the capacity to deliver the **retail service** (either at the time of application or after augmentation),

the **retailer** must use its **best endeavours** to provide a **connection** in respect of that **supply address** on:

- (d) the date agreed with the **customer**; or
- (e) where no date has been agreed with the **customer**:
 - (i) for standard water **connections**, within 25 **business days** of receipt of payment of any agreed amounts under clause 9.1.1(a);
 - (ii) for non-standard water **connections**, within 35 **business days** of receipt of payment of any agreed amounts under clause 9.1.1(a);
 - (iii) for standard sewerage **connections**, within 30 **business days** of receipt of payment of any agreed amounts under clause 9.1.1(a); and
 - (iv) for non-standard sewerage **connections**, within 50 **business days** of receipt of payment of any agreed amounts under clause 9.1.1(a).

10 TERMINATION OF RETAIL SERVICES

10.1 Customers' right to terminate

10.1.1 A **retailer** must confer on each of its **customers** the right to effect termination of a **standard contract** by providing at least 3 **business days'** notice.

10.1.2 Notice under clause 10.1.1 may be provided by the **customer**:

- (a) in person;
- (b) by telephone;
- (c) by electronic mail; or

(d) in writing.

10.1.3 A **retailer** may not impose a fee or charge, other than a meter reading fee or charge where an unscheduled meter reading is required under clause 10.4.1, in respect of a notice under clause 10.1.1.

10.2 Retailers' right to terminate

10.2.1 A **retailer** may not terminate a **standard contract** with a **customer** unless one or more of following events occurs:

- (a) supply to the relevant **supply address** has been discontinued in accordance with the terms of the **standard contract** and the **customer** no longer has a right to be reconnected under clause 20; or
- (b) the **customer** and the **retailer** have entered into a new **customer sale contract** in respect of the **supply address**.

10.3 Recovery of unpaid amounts and fees and charges on termination

10.3.1 A **retailer** must not impose any fees or charges in respect of the termination of a **standard contract** except:

- (a) any amounts unpaid by that **customer** for the sale and supply of **retail services** under that **standard contract** as at the date of termination; and
- (b) such fees and charges as arise from the lawful recovery of any amounts unpaid by that **customer** for the sale and supply of **retail services** under that **standard contract** as at the date of termination.

10.4 Final meter readings and bills

10.4.1 Where a **customer** exercises the right of termination under clause 10.1 and notifies the retailer of a date on which the **customer** intends to vacate the **supply address**, the **retailer** must:

- (a) use its **best endeavours** to ensure that the relevant meters are read at that **supply address** on that date (or as soon as possible after that date if the **customer** has not provided access to the relevant meters on the date or at that time); and
- (b) prepare and send to the **customer** at the forwarding address provided by that **customer** a final bill based on the relevant meter reading obtained under clause 10.4.1(a).

10.5 Failure to provide notice or access

10.5.1 If a **customer** fails to give a **retailer**:

- (a) the notice referred to in clause 10.1; or
- (b) access to the relevant meters at the **supply address**,
the **retailer** may charge the **customer** for any **retail services** provided to that **supply address** until:
- (c) the relevant meters are read for that **supply address** (which must take place within 3 **business days** of the **retailer** becoming aware that the **customer** has vacated that **supply address**, provided that access can be gained to that **supply address** within the 3 **business day period** and otherwise as soon as reasonably possible); or
- (d) a different **customer** enters into a **standard contract** or a **customer sale contract** with the **retailer** for the sale and supply of retail services to the supply address.

11 ILLEGAL USE

11.1 *Retailer right of recovery for illegal use*

- 11.1.1 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.

12 BILLING

12.1 *Obligation to bill customers*

- 12.1.1 A **retailer** must use its **best endeavours** to issue a bill to a **customer** at least quarterly.
- 12.1.2 Nothing in clause 12.1.1 will prevent a retailer from issuing a bill more frequently than quarterly to a **customer**, provided that the **retailer** must give written advice to the **customer** as to the proposed billing frequency.

12.2 *Failure to issue a bill*

- 12.2.1 If a **retailer** fails to issue a bill to a **customer** in accordance with the requirements of clause 12.1 and seeks to recover any amounts undercharged as a result of that failure, it must:

- (a) limit the amount sought to be recovered to the amount undercharged in the 12 months prior to the date on which it first advises the **customer** in writing that the **customer** has been undercharged; and
- (b) offer the **customer** the opportunity to pay for any amounts undercharged under a flexible payment plan under clause 17.7.

12.2.2 The period of a flexible payment plan offered under clause 12.2.1(b) must be at least equal to the period for which the undercharging occurred.

12.3 Rate notices

12.3.1 Clauses 12.1 and 12.2 do not apply where the **retail service** is billed as a component of an annual rate notice under the Local Government Act 1999.

12.3.2 Notwithstanding clause 12.3.1, a **retailer** must provide sufficient details on a rate notice to enable a **customer** to separately identify the cost of any **retail services**.

12.4 How bills are issued

12.4.1 A **retailer** must issue a bill to a **customer** at the **supply address** advised under clause 8.2, unless the **customer** subsequently nominates another address.

12.5 What is covered in a bill

12.5.1 If requested by a **customer** in relation to a bill, a **retailer** must provide reasonable information on **retail services** charges relating to the sale and supply of **retail services** constituting the amount payable in respect of that bill.

12.5.2 If requested by **customers** receiving **retail services** through a single meter in relation to a bill, a **retailer** must provide separate bills to each individual **customer** and apportion the charges on a basis approved by the **Commission**.

12.6 Other Goods and Services to a customer

12.6.1 Subject to clause 12.7, where a **retailer** also provides goods or services to a **customer** in addition to **retail services**, the **retailer** must bill for those goods or services separately unless it:

- (a) includes the charges for those goods and services as separate items in a bills, together with a description of those goods or services supplied;
- (b) applies all payment received from a **customer** in respect of a bill containing amounts payable in respect of both **retail services** and other goods and services as directed by that **customer**; and

- (c) where a **customer** does not direct how the payment is to be applied, applies all payments in satisfaction of charges for the sale and supply of **retail services** before applying any portion of it to the charges for any other goods or services.

12.7 Levies and other Government imposed charges

- 12.7.1 Notwithstanding the provisions of clause 12.6, for any government charges or levies administered and charged by the **retailer** (i.e. on behalf of the government) that are applicable to an individual **customer** (i.e. the **customer** does not enjoy an exemption or remission), the **retailer**:
- (a) must include any charge for such government charges or levies as a separate item in its bills for that **customer**, together with a description of the charge or levy;
 - (b) apply any payment received from the **customer** to cover the charge or levy before applying any balance to charges relating to the sale and supply of **retail services**.

12.8 Particulars on each bill

- 12.8.1 A **retailer** must include at least the following particulars on each bill:
- (a) for **retail services** that are metered, 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;
 - (b) the estimated date of the next meter reading;
 - (c) the meter readings, metering data or estimates for the bill for **retail services**, for those services that are metered;
 - (d) consumption, or estimated consumption, for **water services** in units used (kilolitre (kL)) and the amount of any trade waste discharged where metered;
 - (e) the relevant fees, charges and tariffs applicable to the **customer** separately itemised;
 - (f) the amount of any government imposed charges or levies and details of the charge or levy;
 - (g) the amounts due to the **retailer** (in either bundled or unbundled format);
 - (h) the pay-by date;
 - (i) a list of the available payment methods;

- (j) 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;
- (k) a 24-hour contact telephone number for faults, emergencies and **force majeure events**;
- (l) the **customer's supply address** and any relevant other address;
- (m) the **customer's** name and account number;
- (n) the amount of arrears or credit, and the total of any payments made by the **customer** since the last bill was issued;
- (o) on **residential customer's** bills only, advice in languages common to the **residential customer** base on how to access interpreter services;
- (p) on **residential customer's** bills only, a reference to the availability of concessions, if any;
- (q) if the bill is a reminder notice issued in accordance with clauses 10.3.2 and 10.5.2, contact details for the **retailer's** internal dispute resolution scheme; and
- (r) any other information prescribed by **applicable regulatory instruments**.

12.9 Average daily usage

12.9.1 Subject to clause 12.9.2, a **retailer** must, for a **customer's** current **supply address** display on each bill:

- (a) the **customer's** current average water usage and, to the extent that data are available, a comparison of the **customer's** average usage for the same period during the previous year for that **supply address**; and
- (b) for a **residential customer**, a comparison of average water usage for the **residential customer** with other similar **residential customers**.

12.9.2 A **retailer** need not include a comparison of average water usage:

- (a) when it is the **customer's** first bill for a **supply address**;
- (b) where there has been no or very low relevant water usage; or
- (c) where relevant comparable data are not available.

12.10 Historical billing data

12.10.1 A **retailer** must keep a **customer's** billing data for at least 4 years.

- 12.10.2 Where a **customer** requests, and the data are available, a **retailer** must, within 10 **business days** of that request, provide to the **customer** free of charge the **customer's** billing data appearing on the **customer's** bills for a **supply address** for the previous 2 years.
- 12.10.3 Where a **customer** requests billing data before the period stated in clause 12.10.2, a **retailer** must use its **best endeavours** to provide that data to the **customer** within 20 **business days** of the request and may impose a reasonable charge for providing that data.
- 12.10.4 Where a **customer** is a landlord, the **customer** must not unreasonably withhold authority for the **retailer** to provide historic consumption data to the tenant, for the period the tenant has occupied the **supply address**.

12.11 Bill format

- 12.11.1 A **retailer** must issue a bill in a format which permits a **customer** to easily verify that the bill conforms with its **standard contract** or **customer sale contract**.

12.12 Meter Reading

- 12.12.1 Subject to clause 12.13, a **retailer** must, for a metered **retail service**:
- (a) base a **customer's** bill on:
 - (i) an actual reading of the relevant meters at the **customer's supply address** determined in accordance with **applicable regulatory instruments**;
 - (ii) on metering data provided for the relevant meters at the **customer's supply address** determined in accordance with **applicable regulatory instruments**;
 - (iii) on an estimation of the usage of **retail services** (for those services metered) by that **customer** determined in accordance with **applicable regulatory instruments**; or
 - (iv) on an estimation of the usage of relevant **retail services** by that **customer** determined in accordance with the **retailer's** estimating system approved by the **Commission**; and
 - (b) use its **best endeavours** to ensure that there is an actual read of relevant meters at the **customer's supply address** as frequently as is required to prepare its bills as required under clause 12.1 and, in any event, at least once every 12 months.

12.13 Estimated Bills

- 12.13.1 A **retailer** may issue a **customer** with an estimated bill:
- (a) based on an estimation of the usage of relevant **retail services** by that **customer** in accordance with **applicable regulatory instruments**; or
 - (b) where the estimation system to be used has been approved by the **Commission**, based on:
 - (i) the **customer's** reading of the relevant meters; or
 - (ii) the **customer's** prior usage history at that **supply address**; or
 - (iii) where the **customer** does not have a prior usage history at that **supply address**, the average usage by a comparable **customer** over the corresponding period.
- 12.13.2 When a **retailer** issues a **customer** with an estimated bill it must publish a notice in a prominent location on that bill advising that the bill is based on an estimated reading of the meter.
- 12.13.3 Where a **retailer** has provided a **customer** with an estimated bill and the meter is subsequently read, if that meter reading demonstrates that the **customer** has been undercharged and the **retailer** seeks to recover the amount of the undercharging, then, whether or not the undercharging occurred as a result of an act or omission of the **retailer**, the **retailer** must only recover the amount undercharged in accordance with clause 13.

12.14 Adjustments to bills subsequent to an estimated bill

- 12.14.1 Where a **retailer** has provided a **customer** with an estimated bill under clause 12.13 and the meter is subsequently read, the **retailer** must include an adjustment on the next bill to take account of the actual meter reading.
- 12.14.2 Where a **customer** has denied access to a meter for the purpose of reading that meter and subsequently requests the **retailer** to replace an estimated bill with a bill based on a reading of the meter, the **retailer** must comply with that request but may charge the **customer** any costs it incurs in doing so.

12.15 Shared meters

- 12.15.1 Where more than one **customer** shares a single meter at the **supply address**, the consumption of the **retail service** will be apportioned across the **customers** supplied through that meter on a basis approved by the **Commission**.

12.16 Unmetered supplies

- 12.16.1 If there is no meter present to record the amount of consumption of a **retail service** at a **customer's supply address**, a **retailer** must calculate a bill in accordance with an estimating system approved by the **Commission**.

13 UNDER CHARGING

13.1 Recovery from customers

- 13.1.1 Subject to clause 13.2, 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.

13.2 Limitations on recovery where due to retailer error

- 13.2.1 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 non-metered services (e.g. sewerage service), 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) 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.

14 OVERCHARGING

14.1 Notice and payment to customers

- 14.1.1 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) if the amount overcharged is \$100 or less, and the **customer** has already paid that amount, credit that amount to the **customer's** next bill, or, if the **customer** has ceased to purchase **retail services** from that **retailer**, pay that amount to the **customer** within 10 **business days**; or
- (b) if the amount of the overcharge is more than \$100, and the **customer** has already paid that amount, ask the **customer** for instructions as to whether the amount should be:
 - (i) credited to the **customer's** account; or
 - (ii) repaid to the **customer**; or
 - (iii) on the **customer's** written instructions, paid to another person,and pay the amount in accordance with the **customer's** instructions within 10 **business days**.

14.2 Payment where no instruction given

- 14.2.1 Where the **retailer** has asked for instructions from a **customer** under clause 14.1 and no instructions have been provided by the **customer** within 20 **business days** of that request, the **retailer** must pay the amount overcharged to the **customer**.

14.3 Payment of interest

- 14.3.1 A retailer is not required to credit any interest to a credit or refund referred to in clause 14.1.

14.4 Customer requests

- 14.4.1 Notwithstanding clause 14.1.1(a), if the amount of the overcharge is \$100 or less, and the **customer** requests the amount to be dealt with in accordance with clause 14.1.1(b), the **retailer** must agree to that request.

15 CHANGES IN TARIFF RATES OR TYPES

15.1 Obligations on retailers

- 15.1.1 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.

15.2 Change of tariff within a billing cycle

- 15.2.1 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 charge from the date of the change to the end of the **billing cycle**.

15.3 Alternative tariffs or tariff options

- 15.3.1 Where a **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;
 - (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 other tariff within 10 **business days** of satisfying those conditions.

15.4 Effective date of transfer between tariffs

- 15.4.1 Where a **customer** transfers from one tariff type to another, 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.

15.5 Change in tariff on notification by customer of change in use

- 15.5.1 When a **customer** notifies a **retailer** of a change in use of the **customer's supply address**, the **retailer** may require the **customer** to transfer to a tariff applicable to that use.

15.6 Retrospective change in tariff

- 15.6.1 If a **customer** fails to give the notice required under clause 15.5, the **retailer** may transfer the **customer** retrospectively.

16 HARDSHIP POLICY

16.1 *Obligation to have an approved hardship policy*

16.1.1 A **retailer** must have an approved hardship policy and apply it to **residential customers** who are identified either by themselves or the **retailer** as experiencing payment difficulties due to hardship and to assist those customers to better manage their bills for **retail services** on an ongoing basis.

16.2 *Minimum requirements for hardship policy*

16.2.1 The minimum requirements for a retailer's **residential customer** hardship policy are that it must contain:

- (a) processes to identify **residential customers** experiencing payment difficulties due to hardship, including identification by the **retailer** and self-identification by a **residential customer**;
- (b) processes for the early response by the retailer in the case of **residential customers** identified as experiencing payment difficulties due to hardship;
- (c) processes for staff training about the **retailer's customer** hardship policy and procedures and to ensure **residential customers** in hardship are treated with sensitivity and without making value judgments;
- (d) alternative payment options (including **instalment plans** and Centrepay) for the payment of **retail services** by **residential customers**;
- (e) processes to identify appropriate government concession programs and appropriate financial counselling services and to notify **residential customers** of those programs and services;
- (f) an outline of a range of programs that the **retailer** may use to assist **residential customers**;
- (g) processes or programs to assist **residential customers** with strategies to improve their water efficiency;
- (h) detail on the circumstances in which the **customer** hardship policy will cease to apply to a **customer**;
- (i) any other processes, programs, information, detail or controls required in order to satisfy the requirements for hardship programs specified by the Minister for Water from time to time under the Water Industry Act 2012.

16.2.2 In establishing an **instalment plan** for the purposes of clause 16.2.1(d) a **retailer** must:

- (a) in determining the period of the plan and calculating the amount of the instalments, take into account information from the **residential customer** about the **residential customer's** usage needs and capacity to pay;
- (b) specify the period of the plan;
- (c) specify the number of instalments (not less than 4, unless the **residential customer** agrees otherwise);
- (d) specify the amount of the instalments which will pay the **residential customer's** arrears (if any) and estimated usage during the period of the plan;
- (e) state how the amount of the instalments is calculated;
- (f) state that due to seasonal fluctuations in the **residential customer's** usage, paying by instalments may result in the residential customer being in credit or debit during the period of the plan;
- (g) monitor the **residential customer's** compliance with that plan; and
- (h) have in place fair and reasonable procedures to address payment difficulties a **residential customer** may face while on the plan.

16.3 Implementation of hardship policy

16.3.1 A retailer must:

- (a) within 3 months of being granted a **licence**
 - (i) develop a **residential customer** hardship policy in respect of **residential customers** of the **retailer**; and
 - (ii) submit it to the **Commission** for approval; and
- (b) publish the **residential customer** hardship policy, as approved by the **Commission**, on the **retailer's** website as soon as practicable after it has been approved;
- (c) maintain and implement the **residential customer** hardship policy;
- (d) inform a residential customer of the retailer's residential customer hardship policy where:
 - (i) a **residential customer** informs the **retailer** in writing or by telephone that the customer is experiencing payment difficulties due to hardship;
 - (ii) a recognised welfare agency or accredited financial counsellor alerts the **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 a non-payment of a bill for **retail services** is due to the **residential customer** experiencing payment difficulties due to hardship.

16.4 Approval of hardship policy or variation

16.4.1 The **Commission** will, in considering whether to approve a **residential customer** hardship policy have regard to the following principles:

- (a) that the supply of **retail services** is an essential service for **residential customers**;
- (b) that **retailers** should assist **residential customers** experiencing hardship by providing programs and strategies to avoid a water flow restriction (flow restriction) being imposed solely due to an inability to pay bills for **retail services**;
- (c) that flow restriction of premises of a **residential customer** due to inability to pay bills for **retail services** should be a last resort option;
- (d) that **residential customers** should have equitable access to **residential customers** hardship policies, and that those **residential customers** hardship policies should be transparent and applied consistently.

16.4.2 The **Commission** will only approve a **residential customer** hardship policy (or variation) where it is satisfied that the **residential customer** hardship policy:

- (a) contains the minimum requirements for a **residential customer** hardship policy set out in clause 16.2; and
- (b) will or is likely to contribute to the achievement of the purpose referred to in clause 16.1.

16.4.3 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.

16.5 Review of hardship policy

16.5.1 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 **residential customer** 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 **residential customer** hardship policy in accordance with the **Commission's** requirements; and
- (ii) submit it to the **Commission** for approval; and
- (iii) publish the **residential customer** hardship policy, as approved by the **Commission**, on the **retailer's** website as soon as practicable after it has been approved; and
- (iv) maintain and implement the **residential customer** hardship policy.

16.5.2 A **retailer** may vary or replace its **residential customer** hardship policy independently of a direction referred to in clause 16.5.1 but only if the variation or replacement has been approved by the **Commission** and the varied or replaced **residential customer** hardship policy has been published on the **retailer's** website after the **Commission** has approved the variation or replacement.

16.6 *Restriction or disconnection of supply under hardship policies*

- 16.6.1 A **retailer** must give effect to the general principle that flow restriction of a **supply address** for **water services** of a **residential customer** due to inability to pay bills for **retail services** should be a last resort option, and that disconnection should not occur due to inability to pay.
- 16.6.2 For the avoidance of doubt, as set out at clause 19.1.1, **SA Water** may not disconnect supply or impose a flow restriction of a **supply address** for **water services** of a **residential customer** due to inability to pay bills for **retail services**.

17 **PAYMENT**

17.1 *Minimum time for payment of a bill*

- 17.1.1 Unless otherwise agreed with a **customer**, the pay by date specified in the bill must not be less than 12 **business days** after the date the **retailer** sends the bill.
- 17.1.2 If a **customer** has not paid a bill by the due date, the **retailer** must send to that **customer** a reminder or final notice that its bill is past due, giving the **customer** a further due date (not less than 5 **business days** after the date the notice is issued).

- 17.1.3 A **retailer** may charge a **non-residential customer** interest on a late payment, at a rate and on terms and conditions as approved by the **Commission** from time to time for specific groups of **customers**.

17.2 Payment methods

- 17.2.1 A **retailer** must offer at least the following payment methods to its **customers**:
- (a) in person at a network of agencies or payment outlets;
 - (b) by mail; and
 - (c) by direct debit under a payment arrangement agreed by the **customer**, the **retailer** and an **ADI** nominated by the **customer**.

17.3 Direct debit

- 17.3.1 Where a **retailer** offers a **customer** the option of payment of bills directly from an account with an **ADI** nominated by the **customer** (whether or not by instalment), the **retailer** must agree in writing with the **customer**:
- (a) the amounts (which may include the full bill or an agreed instalment based on a reading or an estimate of the **customer's** bill from time to time or the reconciliation amount following a reading of the meter);
 - (b) the frequency of those payments (direct debits);
 - (c) that the **customer** may at any time unilaterally cancel the direct debit authority granted in favour of the **retailer** by notification to either the **retailer** or the **ADI**;
 - (d) that if the **customer** at any time unilaterally cancels that direct debit authority granted in favour of the **retailer** by notifying the **ADI**, the **customer** will use its **best endeavours** to notify the **retailer** as soon as practicable after the cancellation;
 - (e) that if the **customer** at any time unilaterally cancels that direct debit authority granted in favour of the **retailer** by notifying the **retailer**, the **retailer** will:
 - (i) accept that notification and no longer rely on the direct debit authority; and
 - (ii) use its **best endeavours** to notify the **ADI** of the cancellation as soon as practicable after receipt of the cancellation notice from the **customer**.

17.4 Notice to residential customers experiencing payment difficulty

- 17.4.1 A **residential customer** experiencing payment difficulty (whether self-identified or identified by the **retailer**) must be provided with the following information by the **retailer**:
- (a) information about the **retailer's residential customer** hardship policy;
 - (b) information about the right to have a bill redirected to a third person, as long as that third person consents to that redirection;
 - (c) information about, and referral to, government assistance programs; and
 - (d) information on independent financial and other relevant counselling services.
- 17.4.2 When a **residential customer** requests information or a redirection of its bills under this clause, the **retailer** must provide that information or redirection free of charge.

17.5 Concessions, rebates or grants

- 17.5.1 The **retailer** must, when requested by a **residential customer**, pass on, as soon as is reasonably practicable, any information concerning the availability of concessions, rebates or grants (in particular the water pensioners' concession) provided to the **retailer** from time to time by the organisation or Government department responsible for the administration of that concession, rebate or grant.

17.6 Long absence or illness

- 17.6.1 Where a **residential customer** is unable to arrange payment by one of the above methods, whether due to illness or long absence, the **retailer** must offer:
- (a) payment in advance facilities; and
 - (b) redirection of the **residential customer's** bill as requested by the **residential customer** free of charge.

17.7 Flexible payment plans

- 17.7.1 A **retailer** must offer and apply flexible payment plans in accordance with this clause, as soon as is reasonably practicable, for **residential customers** experiencing payment difficulties if the customer informs the **retailer** in writing or by telephone that the customer is experiencing payment

difficulties or the **retailer** otherwise believes the **residential customer** is experiencing repeated difficulties in paying the customer's bill or requires payment assistance.

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

- (a) a system or arrangement under which a **residential customer** may make payments in advance towards future bills; and
- (b) an interest and fee free payment plan or other arrangement under which the **residential customer** is given more time to pay a bill or to pay arrears (including any disconnection or reconnection charges).

17.7.3 A **retailer** does not have to offer a **residential customer** a flexible payment plan if the **residential customer** has, in the previous 12 months, had 2 such plans cancelled due to non-payment.

17.7.4 In such a case, the **retailer** must offer another flexible payment plan only if the **retailer** is reasonably satisfied that the **residential customer** will comply with that plan.

17.8 No limitation on payment options

17.8.1 Nothing in this industry code prevents a **retailer** from providing payment options in addition to those specified in this clause 17.

17.9 Shortened collection period

17.9.1 Where a **retailer** has issued a **customer** with:

- (a) reminder notices in respect of three consecutive bills; or
- (b) two consecutive restriction warnings,

the **retailer** may place the **customer** on a shortened collection period in relation to the relevant **customer sale contract**.

17.9.2 Before a **retailer** may place a **customer** on a shortened collection period, the **retailer** must inform the **customer** that:

- (a) receipt of a third reminder notice (or second restriction warning) may result in the **customer** being placed on a shortened collection period;
- (b) being placed on a shortened collection period will result in the **customer** not receiving a reminder notice until the **customer** has paid three consecutive bills by the pay by date;

- (c) the **customer** may obtain further information from the **retailer** on a specified telephone number;
- (d) once on a shortened collection period, the **customer** must pay three consecutive bills by the pay by date to return to its previous collection period; and
- (e) in the case of a **residential customer** only, flexible payment plans offered by the **retailer**, are available.

17.9.3 Where after giving notice as required in clause 17.9.2, a **retailer** decides to shorten the collection period in respect of a **customer**, the **retailer** must give the **customer** written notice of that decision within 10 **business days** of the decision.

17.9.4 Any notice given under clause 17.9.3 must advise the **customer** of the existence of the **retailer's** dispute resolution processes under clause 3.

17.9.5 Where a **customer** on a shortened collection period pays three consecutive bills by the pay by date, the **retailer** must return the **customer** to the collection period that applied before the shortened collection period commenced.

17.10 Charge for dishonoured payments

17.10.1 This clause applies where a **customer** pays a **retailer** bill by cheque, by a direct debit from an account with an **ADI**, or by credit card.

17.10.2 If a payment referred to in this clause is dishonoured or reversed, which results in the **retailer** incurring a fee, the **retailer** may recover the amount of that fee from the **customer**.

17.11 Payments in Advance

17.11.1 A **retailer** must, at the request of a **customer**, accept payment in advance.

17.11.2 The acceptance of an advance payment by a **retailer** in accordance with clause 17.11.1 will not require the **retailer** to credit any interest to the amounts paid in advance.

17.11.3 A **retailer** may require a **residential customer** to pay by instalments in advance if the **residential customer** is in arrears.

17.12 Debt recovery

- 17.12.1 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 **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:
 - (i) its hardship policy in relation to that **customer**; or
 - (ii) this industry code relating to non-payment of bills, payment plans and assistance to **residential customers** experiencing payment difficulties.

17.13 Request for final account or disconnection

- 17.13.1 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.

18 REVIEW OF A BILL

18.1 Obligation to review a bill on request

- 18.1.1 A **retailer** must review a **customer's** bill when asked by that **customer**.
- 18.1.2 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**.
- 18.1.3 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.

18.2 Customer requests for testing of meters or metering data

- 18.2.1 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.
- 18.2.2 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.

18.3 Procedures following a review of a bill

- 18.3.1 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 18.2.2;
 - (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.

19 SUPPLY RESTRICTION AND DISCONNECTION

19.1 Prohibition on restrictions and disconnections by SA Water

- 19.1.1 **SA Water** must not arrange for the restriction of the **supply** of:
- (a) a **water service** to a **residential customer's** supply **address** for non-payment of a bill or bills; and
 - (b) a **sewerage service** to a **customer's** supply **address** for non-payment of a bill or bills.

19.2 General prohibitions on disconnection of retail services

- 19.2.1 A **retailer** must not arrange for the disconnection or flow restriction of **supply** of a **sewerage service** to a **customer's supply address** for non-payment of a bill or bills.
- 19.2.2 A **retailer** must not arrange for the disconnection or flow restriction of **supply** of a **customer's retail services**:
- (a) where the **retailer** sells and supplies the **retail service** to the **customer** in accordance with the terms of a **residential customer** hardship policy under clause 16 and the **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 **customer** has agreed with the **retailer** to repay that amount;
 - (c) where the **customer** or a person residing at the **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 21;
 - (d) where a **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 **customer** has formally applied for assistance from the agencies referred to 17.5, and a decision on the application has not been made;
 - (f) where the **customer** is a landlord and the **supply address** is occupied by a tenant;
 - (g) where the **customer** has failed to pay an amount on a bill which relates to the charges listed in clause 12.6.1;
 - (h) after 3.00pm on a **business day**;
 - (i) 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
 - (j) it is a day of total fire ban declared by a relevant authority in the area in which the **supply address** is located.

19.3 Water retail service flow restriction – residential customers

- 19.3.1 A **retailer** must not arrange for the restriction of the supply of **water retail services** to a **supply address** for failure to pay a bill or bills due to a lack of sufficient income on the part of a **residential customer** and any other person normally resident at the **residential customer's supply address**.

- 19.3.2 A **retailer** may arrange for the restriction of the supply of **water retail services** to a **supply address** if a **residential customer** has:
- (a) not paid a bill or bills;
 - (b) not agreed to an offer of an flexible payment plan or another payment option to pay a bill;
 - (c) not adhered to the **customer's** obligations to make payments in accordance with an agreed flexible payment plan or another payment option relating to the payment of bills;
 - (d) 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**;
 - (e) failed to allow, for 3 consecutive **billing cycles**, access to the relevant **supply address** for the purposes of meter reading; or
 - (f) used the **water services** illegally.
- 19.3.3 A restriction of the **supply of water services** to a **supply address** under this clause may reduce the **supply** of water to no less than the amount prescribed by the **Commission** by notice in writing from time to time.
- 19.3.4 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;
 - (c) given the **residential customer** information on government funded concessions as outlined in clause 9.5, if applicable, and referred the **residential customer** to the organisation responsible for that concession;
 - (d) offered the **residential customer** a flexible payment plan of the kind referred to in clause 17.7;

- (e) in respect of a failure to provide meter reading access under clause 19.3.2(e):
 - (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**;
- (f) given the **residential customer** a reminder notice;
- (g) 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
- (h) advised the **residential customer** of the existence and operation of the **industry ombudsman scheme**.

19.3.5 A **retailer** is not obliged to offer a flexible payment plan as provided in 16.3.3(d) where the **residential customer** has in the previous twelve months had two flexible payment plans cancelled due to non-payment.

19.3.6 Provided the **retailer** has complied with the requirements of this clause 19.3, a the **retailer** may restrict the supply of **water services** to a **supply address** immediately if the **residential 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) fails to provide access for meter reading purposes following the receipt of a notice under clause 19.3.4(e)(ii).

19.4 Flow Restriction – non-residential customers

19.4.1 A **retailer** may arrange for the restriction of the **supply** of **water services** to a **supply address** if a **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.

19.4.2 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 **business 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 19.3.2(e):
 - (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**).

19.4.3 Provided the **retailer** has complied with clause 10.4.2, the **retailer** may restrict the supply of water to a **supply address** immediately if the **non-residential 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) fails to provide access for meter reading purposes following the receipt of a notice under clause 19.4.2(c)(ii).

19.5 Disconnection

- 19.5.1 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**.

20 RECONNECTION AND REMOVAL OF RESTRICTION

20.1 Retailer and customer obligations

- 20.1.1 Where a **retailer** has disconnected or restricted the supply of **water services** to a **supply address**:
- (a) for non-payment of a bill and the **customer** has within 10 **business days** of the date on which the flow restriction or disconnection occurred paid or agreed to accept an offer (made in accordance with clause 17.7) of a flexible payment plan and made a contribution to that flexible payment plan, or other payment option; or
 - (b) because access to the meter was denied and the **customer** has within 10 **business days** of the date on which the flow restriction or disconnection occurred has provided access to the meter; or
 - (c) for a **customer** using **retail services** in breach of clause 11, and the **customer** has within 10 **business days** of the date on which the flow restriction or disconnection occurred remedied that breach, and has paid, or made an arrangement to pay, for the **retail services** so obtained.

the **retailer** must arrange for the reconnection or removal of flow restriction in respect of the supply of **water services** to that **supply address** in accordance with this clause, subject to:

- (d) the provisions of clause 11;

- (e) the **customer** making a request for reconnection or removal of water flow restriction; and
- (f) the **customer** first paying the **retailer's** reasonable charge for reconnection or removal of water flow restriction, if any.

20.2 Customer request by 12 pm

20.2.1 Where, under clause 20.1.1, a **retailer** is obliged to arrange for the reconnection or removal of a flow restriction in respect of the **supply** of **water services** to that **supply address** and the **customer** makes a request before 12 pm on a **business day**, the **retailer** must:

- (a) arrange for the reconnection or the removal of a flow restriction on the day of the request in the Adelaide Business Area and metropolitan areas; and
- (b) use its **best endeavours** to arrange for the reconnection or the removal of a flow restriction on the day of the request in remote areas and rural areas and, in any event, by the next **business day**.

20.3 Customer request by 12 pm

20.3.1 Where, under clause 20.1.1, a **retailer** is obliged to arrange for the reconnection or removal of a flow restriction in respect of the **supply** of **water services** to that **supply address** and the **customer** makes a request before 12 pm on a **business day**, the **retailer** must:

- (a) use its **best endeavours** to arrange for the reconnection or removal of a flow restriction on the day of the request; and
- (b) in any event, by the end of the next **business day**.

21 SPECIAL NEEDS

21.1 Life support equipment

21.1.1 Where a **customer** provides a **retailer** with confirmation from a registered medical practitioner or a hospital that a person residing at the **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 **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**;
- (iii) an emergency telephone contact number.

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

21.2 Cessation of requirement for life support equipment

21.2.1 A **retailer** may require that a **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.

21.2.2 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 21.2.1.

21.3 Definition of life support equipment

21.3.1 For the purposes of this clause 21, life support equipment means:

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

21.4 Language and large print needs

21.4.1 A **retailer** must:

- (a) provide access to multi-lingual services (for languages common to the relevant **residential customer** base) to meet the reasonable needs of its **residential customers**; and
- (b) provide, on request by a **residential customer**, large print versions of:
 - (i) this industry code, at a reasonable charge; and
 - (ii) the **retailer's** Customer Charter, free of charge.

22 FORCE MAJEURE

22.1 *Effect of force majeure event*

22.1.1 If, but for this clause 22, 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.

22.2 *Deemed prompt notice*

22.2.1 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.

22.3 *Situations where clause 22.1.1(a) does not apply*

22.3.1 A **retailer** may agree with a **customer** that the **retailer** is not to have the benefit of clause 22.1.1(a) in respect of any **force majeure event**.

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

22.4.1 A **retailer** or a **customer** claiming a **force majeure event** must use its **best endeavours** to remove, overcome or minimize the effects of that **force majeure event** as quickly as practicable.

22.5 *Settlement of industrial disputes*

22.5.1 Nothing in clause 22.4.1 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**.

23 APPOINTMENT OF OPERATOR

23.1 *Continuity of Retail Services*

23.1.1 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 standard contract terms and conditions of the form set out in Part B of this industry code, 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.

23.2 *Retailer of Last Resort Guidelines*

23.2.1 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.

23.3 *Obligation to provide customer information to appointed operator*

23.3.1 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.

WATER RETAIL CODE

PART B

Note: The standard contract which will comprise Part B will be finalised by the Commission following consultation on the consumer protection provisions set out in Part A and subsequent, consequential, consultations on the specific terms and conditions of that standard contract.



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