



Water

Code



Water Retail Code - Major Retailers

WRC-MR/03

1 July 2020

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1 Preliminary

1.1 Title, authority and commencement

- 1.1.1 This industry code:
- (a) is the *Water Retail Code – Major Retailers*;
 - (b) is made by the **Commission** pursuant to the provisions of Part 4 of the Essential Services Commission Act 2002;
 - (c) commences on 1 July 2020;
 - (d) may only be varied in accordance with the provisions of Part 4 of the Essential Services Commission Act 2002; and

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** (and in specified circumstances to **consumers**) by a **retailer** under the Water Industry Act 2012.
- 1.2.2 Subject to clause 1.2.3, this industry code:
- (a) operates so as to include standard and non-standard connection services (including developer services) as **retail services** under this industry code; and
 - (b) extends to any other **excluded retail service**:
 - (i) to the extent that this industry code expressly provides for its application to the **excluded retail service**; or
 - (ii) to the extent that a rule or other **applicable regulatory instrument** made by the Commission expressly provides for the application of this industry code to the **excluded retail service**.
- 1.2.3 Nothing in clause 1.2.2 operates so as to affect the price for an **excluded retail service** set by a **major retailer** in accordance with any applicable **price determination** made by the **Commission**.

1.3 Application

- 1.3.1 This industry code applies:
- (a) to all **major retailers** in whole;
 - (b) in whole or in part, to other **retailers** as notified in writing by the **Commission**;
 - (c) to entities holding an exemption from the requirement to hold a retail licence where the **Commission** has:
 - (i) determined that the entity will be treated as a water industry entity under section 108(3) of the Water Industry Act 2012; and
 - (ii) advised the entity in writing 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 (or to the extent that):
- (a) a **residential customer**:
 - (i) takes **supply** of the **retail service** subject to agreed and documented non-standard terms and conditions; and
 - (ii) agrees in writing that this industry code will not apply in respect of the **supply** of the **retail service** (or will not apply to the extent specified in the agreement); or
 - (b) a **non-residential customer**:
 - (i) takes **supply** of the **retail service** subject to agreed and documented terms and conditions; and
 - (ii) agrees in writing that this industry code will not apply in respect of the **supply** of the **retail service** (or will not apply to the extent specified in the agreement); or
 - (c) a **non-residential customer** commenced taking **supply** of the **retail service** prior to the commencement of this industry code subject to agreed and documented terms and conditions and continues to take **supply** subject to those terms and conditions.
- 1.3.3 The period for which this industry code will not apply to the sale and **supply** of **retail services** to a **customer** under clause 1.3.2 is limited to the period for which each requirement of that clause continues to be met.

1.4 Parts

- 1.4.1 This Code is divided into 5 parts:
- PART A which sets out **customer** information provision obligations;
 - PART B which sets out connections obligations;
 - PART C which sets out **retailer supply** obligations;
 - PART D which sets out **customer** service obligations; and
 - PART E which sets out miscellaneous provisions.

1.5 Obtaining a copy of this industry code or the standard contract

- 1.5.1 A **retailer** must, when requested by a **customer**, send to that **customer** within 10 business days:
- (a) a copy of the current version of this industry code; and
 - (b) a copy of the current **customer sale contract** applicable to that **customer**.
- 1.5.2 The first provision of a version of this industry code and/or the customer sale contract must be free of charge.

- 1.5.3 A **retailer** may impose a reasonable charge for a second or subsequent request that relates to the same version of this industry code and/or the same **customer sale contract** (as the case may be).

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) other industry codes made by the **Commission** from time to time
 - (d) any rules or guidelines made by the **Commission** from time to time; and
 - (e) the obligations owed to customers under the customer sale contract.

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, a statutory 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, regulation or proclamation includes all statutes, regulations or proclamations varying, consolidating, re-enacting, extending or replacing them and a reference to a statute includes all regulations, proclamations, 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, guardian(s), administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns;
 - (h) other parts of speech and grammatical forms of a word or phrase defined in this industry code have a corresponding meaning; and
 - (i) a reference to something in writing includes any form of direct written communication (including letters and emails).

1.8 Definitions

1.8.1 In this industry code (including any Schedules and/or maps that form part of this code) words appearing in bold like **this** have the following meanings:

actual meter read	means a reading of: <ul style="list-style-type: none">a) a relevant meter at a customer's supply address, taken by a retailer in accordance with applicable regulatory instruments;b) metering data for a relevant meter at the customer's supply address determined in accordance with applicable regulatory instruments; orc) a reading of a relevant meter at the customer's supply address undertaken and recorded by a customer, and accepted by the retailer, subject to the provisions of clause 18.4.2.
Adelaide metropolitan area	means the area in which customers are supplied with retail services as agreed between SA Water and the Commission from time to time.
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, rule, guideline or other regulatory instrument issued by the Commission , which applies to a retailer
applicable service standards	means any service standard established under a retail licence, an industry code, a guideline, customer sale contract or as advised by the Commission in writing from time to time and includes the service standards set out in Schedule 1 to this industry code
best endeavours	means to act in good faith and use all reasonable efforts, skill and resources
billing cycle	means the regular recurrent period for which a customer receives a bill from a retailer
business day	means a day that is not a Saturday, a Sunday or a public holiday in the State of South Australia
consumer	means a person supplied with retail services as a consumer or user of those services
customer	has the same meaning as it has in the Water Industry Act 2012
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

date of receipt	<p>means, in relation to the receipt by a customer of a notice or other requirement to provide information to a customer under this Code (including a restriction or disconnection warning notice) given by a retailer:</p> <ol style="list-style-type: none"> a) in the case where the retailer or a person engaged by them (such as a process server or other person engaged to deliver notices) physically hands the notice to the customer, the date that the retailer or person engaged by them 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, before 7:00 pm the date the retailer does so, otherwise on the next business day d) in the case where the retailer gives the notice by post or registered mail, a date 5 business days after the date the retailer sent the notice; and e) in the case where the retailer gives the notice by express post, a date 4 business days after the date the retailer sent the notice.
excluded retail service	<p>means:</p> <ol style="list-style-type: none"> a) standard and non-standard connection services (including developer services); b) trade waste services; c) non-domestic hauled waste services; d) easement extinguishment and encumbrance services; e) hydrant and fire plug services; f) meter services; or g) network analysis and audit services
force majeure event	<p>means an event outside the control of a retailer or a customer, the occurrence of which could not be reasonably foreseen or, if it could be reasonably foreseen, could not reasonably have been guarded against</p>
interruption	<p>includes a planned or unplanned outage that interrupts or restricts the supply of retail services</p>
major retailer	<p>means a retailer which provides retail services to 50,000 or more connections</p>
network	<p>means any infrastructure through which a retail service is supplied</p>
non-residential customer	<p>means a customer other than a residential customer</p>
price determination	<p>means a price determination made by the Commission under the Essential Services Commission Act 2002 in accordance with the requirements of the Water Industry Act 2012</p>

regional areas of South Australia	means the areas outside of the Adelaide metropolitan area in which customers are supplied with retail services as agreed between SA Water and the Commission from time to time.
residential customer	means a customer which acquires retail services primarily for domestic purposes
retail service	means: <ul style="list-style-type: none"> a) the sale and supply of a water service to a person for use; or b) the sale and supply of a sewerage service for the removal of sewerage, to the extent that: <ul style="list-style-type: none"> c) the service constitutes the provision of the service through the use of a reticulated system; or d) the service constitutes a connection service that is included as a retail service under clause 1.2.2(a) <p>(even if the service is not actually used) but does not include any service that is excluded from the ambit of the definition of a retail service, as specified in the regulations under the Water Industry Act 2012.</p>
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)
standard contract	means the current approved terms and conditions for the sale and supply of a retail service as published under the Water Industry Act 2012
supply	means the physical provision of a retail service
supply address	means: <ul style="list-style-type: none"> a) the address for which a customer purchases a retail service from a retailer where there is only one connection at that address; or b) where there is more than one connection at the address, each connection through which the customer purchases a retail service from the same retailer

1.8.2 An expression or term used in this industry code and in the Water Industry Act 2012 or the Essential Services Act 2002 has, unless the contrary intention appears, the same meaning in this industry code as it has in the relevant Act.

PART A – CUSTOMER INFORMATION OBLIGATIONS

2 Customer Charter

2.1 Obligation to have a Customer Charter

- 2.1.1 A **retailer** must have in place a plain language guide explaining the basic rights and obligations of the **customer** and the **retailer** under a **standard contract** as approved by the **Commission** in writing.
- 2.1.2 The guide will be known as the **retailer's** Customer Charter.

2.2 Review of a Customer Charter

- 2.2.1 The **Commission** may direct a **retailer** to review its Customer Charter and to make variations (or to replace the charter with a new Customer Charter) in accordance with any requirements specified by the **Commission** from time to time.
- 2.2.2 A **retailer** must obtain the approval of the **Commission** in writing before varying or replacing its Customer Charter independently of a direction referred to in clause 2.2.1.

2.3 Obligation to provide Customer Charter

- 2.3.1 A **retailer** must:
 - (a) advise a **customer** of the availability of its Customer Charter and that a **customer** may obtain a copy free of charge as soon as practicable after the **customer** enters into a **standard contract**, being no later than the issue of the first bill;
 - (b) ensure that a copy of the current version of its Customer Charter is published on its website, in a readily accessible location;
 - (c) prominently display the current version of its Customer Charter in those parts of the **retailer's** offices to which **customers** regularly have access and to have copies available for its **customers** to take free of charge; and
 - (d) send a copy of the current version of its Customer Charter, or a summary document approved in writing by the **Commission**, to a **customer** or a **consumer** on request and free of charge as soon as practical following a request to do so.

2.4 Charging for Customer Charters

- 2.4.1 A **retailer** may impose a reasonable charge on a **customer** for a second or subsequent provision to the **customer** of the same version of its Customer Charter.

3 Enquiries, complaints and dispute resolution

3.1 Obligation to have customer enquiry, complaint and dispute resolution procedures

- 3.1.1 A **retailer** must have in place and adhere to **customer** enquiry, complaint and dispute resolution procedures as approved by the **Commission** from time to time.

3.2 Review of customer enquiry, complaint and dispute resolution procedures

- 3.2.1 The **Commission** may direct a **retailer** to review its **customer** enquiry, complaint and dispute resolution procedures and to make variations to the current procedures (or to replace the procedures with new procedures) in accordance with any requirements specified by the **Commission** from time to time.
- 3.2.2 A **retailer** must obtain the approval of the **Commission** in writing before varying or replacing its **customer** enquiry, complaint and dispute resolution procedures independently of a direction referred to in clause 3.2.1

3.3 Obligation to inform about complaint escalation and dispute resolution processes

- 3.3.1 A **retailer** must:
- (a) provide information about the existence and operation of its complaint and dispute resolution procedures if requested to do so by a **customer**; and
 - (b) ensure that information about its current procedures is published on its website, in a readily accessible location

4 Customer communications

4.1 Direct written communications

- 4.1.1 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 advised the **retailer** of a preferred form of communication, then, provided the preferred form of communication is reasonably practicable, the **retailer**:
- (a) must send or issue that document, bill or notice to the **customer** using that preferred form of communication for that purpose, unless otherwise required under this industry code or under law;
 - (b) must have in place appropriate communication facilities to allow **customers** to contact them by using the **customer's** preferred form of communication; and
 - (c) must cease using the **customer's** preferred form of communication at the **customer's** request and substitute it with an alternative form of communication that is reasonably practicable.
- 4.1.2 Where a **retailer** provides a document, bill or notice to a **customer** electronically, that document, bill or notice must be readily accessible so as to be useable for subsequent reference (for example, as a PDF document or a reusable link).
- 4.1.3 If a **customer** receives **retail services** at 2 or more **supply addresses**, they may nominate a separate method of communication for each separate **supply address**.
- 4.1.4 If a **customer** does not advise the **retailer** of a preferred form of communication, the **retailer** must deliver any document, bill or notice in hard copy to the **supply address** at no cost to the **customer** (unless this industry code expressly authorises a fee/cost to be charged).

- 4.1.5 Unless otherwise specifically required under this industry code, a reference to writing includes any form of direct written communication nominated by a **customer** (such as email or text message).
- 4.1.6 A **retailer** must use available alternative contact details (for example, an alternative email address or telephone number) and alternative forms of communication if the preferred form of communication advised by the **customer** fails.

4.2 Accessible communications

- 4.2.1 A **retailer** must provide access to multi-lingual services for languages common to the relevant **customer** base to meet the reasonable needs of its **customers**.
- 4.2.2 A **retailer** must provide access to its services using means common to the relevant **customer** base to meet the reasonably practicable needs of **customers** with specific needs, such as needs related to low levels of literacy or disability or impairment. In particular, a **retailer** must:
- (a) present bills, notices and other documents in a format that can be easily read and understood by **customers**;
 - (b) provide, on request by a **customer**, versions of bills, notices and documents in alternative formats for **customers** with specific needs related to low levels of literacy or disability or impairment
 - (c) provide alternatives to telephone communication for **customers** with specific needs related to disability or impairment;
 - (d) provide, on request and free of charge, a **customer** with large print versions of:
 - (i) this industry code; and
 - (ii) the current version of the **retailer's** Customer Charter.

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 10 **business days** of that request (provided that the **retailer** need only satisfy one request per **customer** in any 12 month period):
- (a) a list of all prices charges by the **retailer** for the sale and **supply** of **retail services**;
 - (b) a list of all fees and charges by the **retailer** associated with the sale and **supply** of **retail services**; and
 - (c) the amount of all fees and charges under paragraph (b) or the methods or policies applicable for the calculation of those fees and charges.

5.2 Rating on abuttal

- 5.2.1 A **retailer** must include details of any fees or charges that a **customer** will remain liable for under the Water Industry Act 2012, including but not limited to, where the **customer** requests a disconnection under clause 15 or clause 27.3.

6 Water efficiency advice

6.1 Advice on the use of water services

- 6.1.1 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; and
 - (b) advice on how a **residential customer** may arrange for an audit of the **residential customer's supply address**.

7 Leak monitoring and notification

7.1 Abnormal change in water consumption

- 7.1.1 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** must inform the **customer** as soon as reasonably practicable to allow the **customer** to identify any concealed leaks in the **customer's** infrastructure that could result in an unintended level of **water service** consumption.

8 Concessions, rebates or grants

8.1 Advice on government concessions, rebates or grants

- 8.1.1 A **retailer** must provide to a **residential customer** or a **consumer** any information concerning the availability of current government concessions, rebates or grants and the current contact details for the government department responsible for the administration of that concession, rebate or grant.

9 Life support equipment

9.1 Registration of life support equipment

- 9.1.1 Where a **residential customer** or **consumer** at the relevant residential premises, medical professional, carer or family member acting on behalf of a **residential customer** or **consumer** provides a **retailer** with confirmation from a registered medical practitioner or a hospital that a person residing at the **residential customer's supply address** requires life support equipment, the **retailer** must:
- (a) register the **supply address** as a life support equipment address;
 - (b) not arrange for the disconnection or restriction of the **supply of water services** to that **supply address** while the person who requires life support equipment continues to reside at that address and continues to require the use of life support equipment; and
 - (c) provide the **residential customer** or **consumer** at the relevant residential premises:
 - (i) at least 4 **business days** written notice of any planned interruptions to **supply** at the **supply address** (the 4 **business days** to be counted from the **date of receipt** of the notice);
 - (ii) advice there is likely to be a planned interruption to the **supply** at the **supply address**; and
 - (iii) an emergency telephone contact number.

- 9.1.2 A **retailer** must rely on advice received by a medical practitioner or hospital that life support equipment is required at the **supply address**.
- 9.1.3 If any relevant person contacts a **retailer** advising that any person residing at a **residential customer's supply address** requires life support equipment, then the **retailer** must comply with the requirements of clause 9.1.1 pending receipt of appropriate medical confirmation and the determination of the application.

9.2 Cessation of requirement for life support equipment

- 9.2.1 A **retailer** may request that a **residential customer** whose **supply address** has been registered under this clause inform the **retailer** if the person for whom the life support equipment is required vacates the **supply address** or no longer requires the life support equipment.
- 9.2.2 A **retailer** may rely on written advice received from a medical practitioner or hospital that life support equipment is no longer required at the **supply address** notwithstanding that a **customer** has not provided the information under clause 9.2.1.

9.3 Definition of life support equipment

- 9.3.1 For the purposes of this clause 9, life support equipment means:
- (a) a dialysis machine; or
 - (b) other equipment as notified by the **Commission** in writing from time to time.

10 Customer hardship policies

10.1 Obligation to inform customers about hardship policy

- 10.1.1 A **retailer** must:
- (a) ensure that a copy of the current version of its hardship policy is published on its website, in a readily accessible location;
 - (b) prominently display the current version of its hardship policy in those parts of the **retailer's** offices to which **customers** regularly have access and have copies available for **customers** to take free of charge;
 - (c) advise a **residential customer** of its hardship policy where:
 - (i) a **residential customer** informs the **retailer** in writing, by telephone or in person that the **residential customer** is experiencing payment difficulties;
 - (ii) a recognised welfare agency or accredited financial counsellor informs a **retailer** that the **residential customer** is experiencing payment difficulties due to hardship; or
 - (iii) the **retailer's** credit management processes indicate, or ought to indicate, to the **retailer** that non-payment of a bill for **retail services** is due to the **residential customer** experiencing payment difficulties due to hardship; or

- (iv) the **retailer** is proposing to install a flow restriction device in accordance with clause 26.3; and
- (d) send a copy of its hardship policy, or a summary document approved by the **Commission** in writing, to a **residential customer** on request and free of charge as soon as reasonably practicable following a request to do so.

PART B – CONNECTION OBLIGATIONS

11 Provision of retail services

11.1 Obligation to supply a retail service

11.1.1 Where a **retailer** is required to agree to sell and **supply** a **retail service** under the terms of its water retail licence, it must do so on the request of a **customer** subject to any terms and conditions permitted under this industry code or other **applicable regulatory instrument**.

11.2 Obligation to offer to supply a retail service

11.2.1 Where a **retailer** is required to offer to sell and **supply** a **retail service** under the terms of its water retail licence, it must do so within those times required under **applicable service standards** where:

- (a) the **customer's supply address** 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**;
- (c) the **retailer** has the right to deliver the **retail service** to the **supply address** by means of that **network**; and
- (d) the **retailer**, acting reasonably, determines that it is economically viable to provide the **retail service** to the **customer's supply address**.

11.2.2 Any fee charged by the **retailer** for preparing an offer under clause 11.2.1 must be consistent with any applicable **price determination**.

11.2.3 A **retailer** may withdraw the offer made under clause 11.2.1 if it is not accepted by the **customer** within a period of 60 **business days** from the **date of receipt**.

11.2.4 If a **retailer** proposes to recover the costs of extensions or expansions, the **retailer** must:

- (a) undertake the extensions or expansions on fair and reasonable terms and conditions;
- (b) complete the extensions or expansions within a reasonable time; and
- (c) comply with any relevant guidelines issued by the **Commission**.

11.3 Discontinuance or cessation of retail services

11.3.1 A **retailer** must:

- (a) notify the **Commission** in writing and as soon as reasonably practicable if the **retailer** seeks the approval of the Minister for the discontinuance of a **retail service** under section 18(6) of the Water Industry Act 2012; and
- (b) to the extent that any **retail services** are not within the ambit of the community service obligations under section 18(6) of the Water Industry Act 2012, obtain the written approval of the **Commission** before the **retailer** makes a material change to those **retail services**:
 - (i) by discontinuing or ceasing to operate, maintain or service a part of a **network**; or
 - (ii) by discontinuing or ceasing to **supply retail services** from a part of a **network**.

- 11.3.2 Clause 11.3.1 operates separately to (and in circumstances that do not fall within the ambit of) section 59 of the Water Industry Act 2012.

12 Customer sale contracts

12.1 Approval of terms and conditions for standard contracts

- 12.1.1 A **retailer** must obtain the written approval of the **Commission** for the terms and conditions of a **standard contract** for the sale and **supply** of **retail services** before publication of that **standard contract** under the Water Industry Act 2012.
- 12.1.2 A **retailer** must obtain the written approval of the **Commission** before amending a **standard contract** approved under clause 12.1.1.

12.2 Terms and conditions for non-standard retail contracts

- 12.2.1 A **retailer** may sell and **supply retail services** to a **customer** on terms and conditions other than those set out in a **standard contract** under clause 12.1 where the **retailer** and the **customer** agree to those terms in writing.
- 12.2.2 Where a **retailer** and a **customer** cannot agree on the terms of a contract under clause 12.2.1, the **standard contract** approved by the **Commission** under clause 12.1 will apply.

13 Continuation of retail services on land transfers

13.1 Continuation of retail service

- 13.1.1 If a person becomes the new owner of land in relation to which a **retail service** is provided, the **retailer** may require the person to provide such information as the **retailer** may reasonably require in connection with a contract that applies (or will apply) in connection with the provision of the **retail service** (and the **retailer** must comply with any requirements under this industry code as to the provision of information to the **customer**).
- 13.1.2 A **retailer** must not:
- (a) require a **customer** to satisfy any preconditions other than those applying under clause 13.1.1 before agreeing to provide a **retail service** to that **customer**; or
 - (b) seek or require a **customer** to pay a security deposit, refundable advance or any other form of security, or accept any security deposit, refundable advance or any other form of security from a **customer** 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** at the relevant **supply address**.

14 Connections

14.1 Customer connection policy

- 14.1.1 A **retailer** must outline its current conditions for **connection services** in its connection policy and publish the current version of the policy on its website and provide a copy to a **customer** on request free of charge.

14.2 Requirements where a connection is needed

- 14.2.1 Where a **connection service** is required as part of a **retail service** to a **customer**, a **retailer** may require:
- (a) the **customer** to agree to pay relevant connection fees;
 - (b) the **customer** to agree to undertake and fund, or part fund in agreement with the **retailer**, any extension, upgrade or augmentation required for the connection; and
 - (c) the works required under paragraph (b) to have been completed,
- before commencing the sale and **supply** of the **retail service** to that **customer**.
- 14.2.2 A **retailer** must ensure that any **customer** funding or payment obligations agreed under clause 14.2.1 are consistent with any applicable **price determination** and **applicable regulatory instruments**.
- 14.2.3 A **retailer** may require a **customer** to make an application for purposes associated with making a connection to the **network** as part of a **retail service**.
- 14.2.4 Where a **retailer**:
- (a) receives an application under this clause in respect of a **connection** to the **network** through which the **retail service** is to be sold and supplied to the **customer**; and
 - (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 the application, 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 service** is effected within the timeframes required under **applicable service standards**.

14.3 Timeframe for provision of a connection service

- 14.3.1 Where:
- (a) a **retailer** receives an application to provide a **connection service** to a **supply address** as part of a **retail service** sought by a **customer** under this clause; and
 - (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 service** 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**, within those times required under **applicable service standards**.

14.4 Network capacity restrictions

14.4.1 Where:

- (a) a **customer** has made an application under this clause with respect to a **connection service** 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 a written agreement being reached with the **customer** as to the terms and conditions under which that restricted **retail service** will be sold and supplied.

14.4.2 The terms and conditions of an agreement under clause 14.4.1 must incorporate any terms and conditions specified by the **Commission** from time to time.

15 Termination of retail services

15.1 Customers' right to terminate

15.1.1 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.

15.1.2 Notice under clause 15.1.1 may be provided by the **customer**:

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

15.1.3 A **retailer** may not impose a fee or charge in respect of a notice under clause 15.1.1, other than:

- (a) a meter reading fee or charge where an unscheduled meter reading is required under clause 15.3.1; or
- (b) a disconnection fee where the **customer** has requested removal of meters or other associated infrastructure or the **retailer** determines (acting reasonably) that removal of meters or other associated infrastructure is otherwise necessary to give effect to that notice.

15.1.4 Nothing in this clause limits a **retailer's** right to recover:

- (a) charges under the Water Industry Act 2012;

- (b) any outstanding fees and charges and other amounts owed or payable under the contract by the **customer**; and
 - (c) such fees and charges as arise from the lawful recovery of any amounts referred to in paragraph (b).
- 15.1.5 A **customer's** right to dispute a bill under clause 20 and recover amounts overcharged under clause 22 continues despite the termination of a **standard contract**.

15.2 Retailers' right to terminate

- 15.2.1 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 28;
 - (b) the **customer** and the **retailer** have entered into a new **customer sale contact** in respect of the **supply address**;
 - (c) circumstances beyond the **retailer's** reasonable control mean that the water resources necessary to provide the **customer's supply of retail services** are no longer available;
 - (d) the **retailer** is otherwise permitted to disconnect a **customer's retail service** under the Water Industry Act 2012.
- 15.2.2 A **retailer** must not impose any fees or charges in respect of the termination of a **standard contract** under clause 15.2.1 except:
- (a) any outstanding fees and charges and other amounts owed or payable under the **standard contract** by the **customer** 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.

15.3 Final meter readings and bills

- 15.3.1 Where a **customer** exercises the right of termination under clause 15.1 and notifies the **retailer** of a date on which the **customer** intends to vacate the **supply address**, the **retailer** must, if necessary to finalise the account:
- (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 15.3.1(a).

15.4 Failure to provide notice or access

15.4.1 If:

- (a) a **customer** fails to give a **retailer** the notice referred to in clause 15.1 within the period required by that clause and, in due course, the **retailer** requires access to the **supply address** to finalise the account; or
- (b) a **customer** fails to give a **retailer** access to the relevant meters at the **supply address** for the purposes of clause 15.3,

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**.

PART C – RETAILER SUPPLY OBLIGATIONS

16 Retailer supply obligations

16.1 Minimising interruptions

- 16.1.1 A **retailer** must use its **best endeavours** to minimise interruptions or limitations to **supply** and to restore **supply** as soon as practicable following an interruption or limitation to **supply**.
- 16.1.2 A **retailer** must have in place and adhere to policies, practices or procedures dealing with minimising the impact of:
- (a) unplanned interruptions to **retail services**, including the prompt attendance and actions required to restore the **retail services** as soon as practicable and, in any event, within those times required under **applicable service standards**; and
 - (b) planned interruptions to **retail services** caused by carrying out maintenance or repair to the **network** or connecting a **supply address** to the **network**.

16.2 Obligation to have procedures for service issues

- 16.2.1 A **retailer** must have in place and adhere to policies, practices or procedures to deal with service issues including a burst, leak, blockage or spill in respect of its **network** covering:
- (a) prioritisation of attendance at a site after becoming aware of a service issue;
 - (b) the actions to be undertaken to rectify a service issue, taking into account the potential or actual impact on:
 - (i) **customers** and other persons affected by the issue;
 - (ii) property; and
 - (iii) the environment;
 - (c) the provision of information to affected parties; and
 - (d) the assessment of claims against the **retailer** for damages resulting from a service issue.

16.3 Information about interruptions

- 16.3.1 A **retailer** must provide a 24-hour emergency telephone service to enable a **customer** to ascertain details about, and the expected duration of, any interruption to **supply** and for the notification of emergencies and faults.
- 16.3.2 A **retailer** must provide a **customer** with at least 4 **business days'** notice, of any planned interruption to the **supply** of **retail services** at the **customer's supply address**, unless otherwise agreed with the customer:
- (a) in writing (in which case the days shall be counted from the **date of receipt** of the notice); or
 - (b) in a manner that is likely to come to the attention of members of the public who may be affected by the interruption where it is not reasonably practicable to send a notice in writing to each customer due to the number of **customers** affected.

16.4 Interruption to retail services for health and safety reasons

- 16.4.1 Except in the case of an emergency or where relevant legislation, regulations or codes require or permit 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 for the proposed disconnection or restriction of **supply**;
 - (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 to the **customer**, by way of a written disconnection warning or restriction warning, a further 5 **business days'** notice of its intention to disconnect or restrict the **supply** must be provided (the 5 **business days'** notice shall commence on the **date of receipt** of the notice).

16.5 Information to be provided to customers prior to entry

- 16.5.1 Except as otherwise provided under the Water Industry Act 2012, a **retailer** must provide a **customer** with at least 24 hours' notice of any entry to the **customer's supply address** for the purposes of connecting, disconnecting or restricting the **supply** of **retail services supply** or the inspection, repair or testing of any water or sewerage installation.
- 16.5.2 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.

16.6 Powers under other Acts

- 16.6.1 Nothing in this industry code will prevent the **retailer** exercising any power, or obligation to comply with any direction, order or requirement under the Essential Services Act 1981, Emergency Management Act 2004, Fire and Emergency Services Act 2005, Environment Protection Act 1993, South Australian Public Health Act 2011, or any other relevant State or Commonwealth legislation.
- 16.6.2 Nothing in this industry code limits or affects the operation of Part 6 or 7 of the Water Industry Act 2012.

17 Service standards

17.1 Obligation to meet service standards

- 17.1.1 A **retailer** must use its **best endeavours** to achieve all **applicable service standards** over the course of each financial year.
- 17.1.2 A **retailer** must keep sufficient records to monitor its performance level and to provide the information required by clause 17.2.

17.2 Service standards reporting

- 17.2.1 A **retailer** must report to the **Commission** concerning matters relating to performance in meeting **applicable service standards** during the last financial year or part of a financial year.
- 17.2.2 In particular, a **retailer** must report on:
- (a) its 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 **applicable service standards**;
 - (c) the reason(s) for any non-compliance with any **applicable service standards**; and
 - (d) how the **retailer** plans to improve its performance so as to meet the **applicable service standards**.
- 17.2.3 A report under this clause must be made in conformance with any requirements specified by the **Commission** in **applicable regulatory instruments**.

PART D – CUSTOMER SERVICE OBLIGATIONS

18 Billing

18.1 Frequency of bills

- 18.1.1 A **retailer** must use its **best endeavours** to issue a bill to a **customer** at least quarterly.
- 18.1.2 A **retailer** and a **customer** may agree in writing to a **billing cycle** with a regular recurrent period that differs from clause 18.1.1.
- 18.1.3 A **customer** who has agreed to a **billing cycle** in clause 18.1.2 may revert back to the **billing cycle** in clause 18.1.1 at any time, by providing written notice to the **retailer**.

18.2 Failure to issue a bill

- 18.2.1 If a **retailer** fails to issue a bill to a **customer** in accordance with the requirements of clause 18.1 and then 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 nine months prior to the date on which it first advised 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 25.1.
- 18.2.2 The period of a flexible payment plan offered under clause 18.2.1(b) must be at least equal to the period for which the undercharging occurred.

18.3 Billing address

- 18.3.1 A **retailer** must issue a bill to a **customer** at the **supply address** unless the **customer** nominates another address or by another method of communication as agreed between the **customer** and the **retailer** in accordance with clause 4.1.

18.4 Basis for bills

- 18.4.1 A **retailer** must base a **customer's** bill for **water services** that are metered on:
 - (a) an **actual meter read** of the relevant meters at the **customer's supply address**, determined in accordance with **applicable regulatory instruments** or undertaken by a **customer** in accordance with clause 18.4.2; or
 - (b) its metering data for the relevant meters at the **customer's supply address** determined in accordance with **applicable regulatory instruments**.
- 18.4.2 With regard to an **actual meter read** that is undertaken by a **customer** (and not the **retailer** or its agents), the **retailer**:
 - (a) has a discretion over how an **actual meter read** by a **customer** is to be undertaken and what supporting evidence must be provided to the **retailer** by the **customer**;
 - (b) must publish or distribute to **customers** readily accessible instructions which outline how to undertake an **actual meter read**, including what evidence of the meter read must be provided to the **retailer** by the **customer**;

- (c) may reasonably form the view not to accept a purported **actual meter read** by a **customer** in respect of the **customer's supply address** if it does not consider the meter read to be reasonably accurate, it is not supported by required evidence and/or the **customer** has demonstrated that they have an inability or unwillingness to undertake an **actual meter read** in accordance with **retailer's** instructions;
 - (d) must provide an explanation to a **customer** within 5 **business days** if it has reasonably formed the view not to accept a reading of the relevant meter at the **customer's supply address** which specifies how the reading is deficient and:
 - (i) what is required for it to meet the requirements of an **actual meter read** and be accepted; or
 - (ii) the reasons for why the **retailer** is not accepting an **actual meter read** from the **customer**;
 - (e) where a **retailer** makes a decision to not accept a purported **actual meter read** from a **customer** under clause 18.4.2(d)(ii), then it must attend the **customer's supply address** and while at the premises make reasonable efforts to undertake an **actual meter read**. The **retailer** must attend the **customer supply address** as required under this clause, at the earlier of either 5 **business days** after providing the reasons for not accepting the purported **actual meter read** from the **customer**, or in any event within 10 **business days** of making a decision to not accept the purported **actual meter read** from the **customer**; and
 - (f) must set out a clear process, under its standard complaints and dispute resolution procedures, which outlines how disputes relating to an **actual meter read** by a **customer** of the relevant meter or meters at the **customer's supply address** will be addressed.
- 18.4.3 Where more than one **customer** shares a single meter at the **supply address** a **retailer** must:
- (a) apportion the consumption of the **water service** across the **customers** supplied through that meter on a basis approved by the **Commission**; and
 - (b) provide separate bills to each individual **customer** on request.
- 18.4.4 A **retailer** must calculate a **customer's** bill for **water services** that are unmetered in accordance with an estimation system approved in writing by the **Commission**.
- 18.4.5 A **retailer** must base a bill for **sewerage services** in a manner which is consistent with any **applicable price determination** and **applicable regulatory instruments**.

18.5 Actual meter reads

- 18.5.1 A **retailer** must use its **best endeavours** to ensure that there is an **actual meter read** of relevant meters by the **retailer** at a **customer's supply address** at least once every 12 months.
- 18.5.2 Where a **customer** fails to provide meter reading access for an **actual meter read** under clause 18.5.1, or fails to undertake an approved **actual meter read** themselves, a **retailer** must:

- (a) give the **customer** the opportunity to make reasonable alternative access arrangements (during business hours); and
- (b) on each of the occasions access is denied, give the **customer** written notice requesting access to the meter or meters at the **supply address**.

18.6 Estimated bills

- 18.6.1 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.
- 18.6.2 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 21.
- 18.6.3 Where a **retailer** has provided a **customer** with an estimated bill and the meter is subsequently read, the **retailer** must include an adjustment on the next bill to take account of the **actual meter read**.
- 18.6.4 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 reasonable costs it incurs in doing so.

18.7 Contents of bills

- 18.7.1 A **retailer** may issue a single bill containing charges for both **water services** and **sewerage services**.
- 18.7.2 A **retailer** must prepare a bill so that a **customer** can easily verify that the bill conforms to their **customer sale contract** and must include at least the following particulars on each bill:
 - (a) the **customer's** name and account number;
 - (b) the **supply address** for the **water services** and **sewerage services** relevant to the bill and any other relevant address;
 - (c) the pay-by date in accordance with clause 18.9;
 - (d) the amounts due to the **retailer**;
 - (e) the relevant fees, charges and tariffs applicable to the **customer** separately itemised;
 - (f) the amount of any government concessions or rebates applicable to the **customer** separately itemised for each service;
 - (g) the amount of any government imposed charges or levies and details of the charge or levy;
 - (h) a list of all of the available payment methods;

- (i) the telephone number for billing, payment enquiries and flexible payment options (for the cost of a local call from anywhere in South Australia); and information about help that is available if the **customer** is experiencing difficulties in paying;
- (j) a 24-hour contact telephone number for reporting faults, emergencies and **force majeure events**;
- (k) the amount of arrears or credit, and the total of any payments made by the **customer** since the last bill was issued;
- (l) for **retail services** that are metered:
 - (i) the date of the last meter reading or estimate for relevant **retail services** and the number of days since the previous reading or estimate, or enable the calculation of the number of days the bill covers;
 - (ii) the estimated date range of the next meter reading;
 - (iii) the meter readings, metering data or estimates for the bill for **retail services**, for those services that are metered; and
 - (iv) consumption, or estimated consumption, for **water services** in units used (kilolitre (kL));
- (m) for bills issued to **residential customers**:
 - (i) a reference to the availability of current relevant government concessions and rebates;
 - (ii) advice in languages common to the **residential customer** base on how to access interpreter services; and
- (n) any other information prescribed by any **applicable regulatory instruments**.

18.7.3 A bill must also comply with the requirements set out in clause 4.2.

18.7.4 A **retailer** may issue a bill to a **customer** in a different form to clause 18.7.2 where prior approval has been provided in writing by the **Commission**.

18.8 Average daily usage

18.8.1 Subject to clause 18.8.2, a **retailer** must, for a **residential customer's** current **supply address**, display on each bill for **water services**, the **residential customer's** current average water usage and, to the extent that data is available, a comparison of the **residential customer's** average usage for the same period during the previous year for that **supply address**.

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

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

- 18.8.3 A **retailer** may issue a bill to a **residential customer** (or class of **residential customers**) that does not comply with clause 18.8.1 where prior approval has been provided in writing by the **Commission**.

18.9 Pay-by date

- 18.9.1 Unless otherwise agreed with a **customer**, the pay by date specified in the bill must not be less than 23 calendar days after the date the **retailer** issues the bill.
- 18.9.2 If a **customer** has not paid a bill in whole or in part by the due date, the **retailer** must send to that **customer** a reminder notice under clause 18.10 unless the **retailer** intends to include the unpaid amount in the next, or a subsequent, bill.
- 18.9.3 A **retailer** may charge a **non-residential customer** (or a class of **non-residential customers**) interest on a late payment, at a rate and on terms and conditions as approved by the **Commission** from time to time.

18.10 Reminder notices

- 18.10.1 A reminder notice is a notice issued by a **retailer** after the pay-by date for a bill to remind the **customer** that payment is required.
- 18.10.2 A reminder notice must:
- (a) state the date of its issue;
 - (b) contain words to the effect that 'urgent payment is required'
 - (c) state the date on which the reminder notice period ends (which must not be less than 17 calendar days after the date the notice is issued);
 - (d) state that payment of the bill must be made during the reminder notice period;
 - (e) include information about the consequences of non-payment and any fees or charges that may be imposed if payment is not made during the reminder notice period;
 - (f) include details of the **retailer's** telephone number for complaints and disputes; and
 - (g) include details of the existence and operation of the industry ombudsman scheme and current contact details for the industry ombudsman.

18.11 Historical billing data

- 18.11.1 A **retailer** must keep a **customer's** billing data for at least 4 years.
- 18.11.2 Where a **customer** requests, and the data are available, a **retailer** must, within 10 **business days** of that request, send 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.
- 18.11.3 Where a **customer** requests billing data before the period stated in clause 18.11.2, a **retailer** must use its **best endeavours** to send that data to the **customer** within 20 **business days** of the request and may impose a reasonable charge for providing that data.

18.11.4 Where a **consumer** that is not a **customer** requests the provision of historical billing data in respect of a **supply address** at which the **consumer** resides, or has previously resided, the **retailer** must provide those data to the **consumer** for the previous 2 years (or the relevant part of the 2 year period if the **consumer** has not resided at the premises for the whole of the previous two years) where:

- (a) the **consumer** provides acceptable evidence (such as an executed tenancy agreement, proof of rental receipts or other bills for goods and services) demonstrating that the **consumer** resided at the **supply address**; and
- (b) the **consumer** resided at the **supply address** for the whole of the period to which that the requested historical billing data relates.

18.11.5 A request made by a **consumer** under clause 18.11.4 must be dealt with by the **retailer** in the timeframes set out in clause 18.11.2 and clause 18.11.3 (as the case may be) after receipt of the evidence required in clauses 18.11.4 (a) and (b).

19 Changes in tariff types or rates

19.1 Change in land use

19.1.1 Where the land use at the **customer's supply address** has been changed, the **retailer** may, as part of its contractual terms, require the **customer** to transfer to a tariff applicable to the **customer's** new land use at that **supply address** with effect from the date of the change in use.

19.1.2 The **retailer** may notify the **customer** of the new tariff retrospectively on the next bill provided to the **customer**.

19.2 Change of tariff type within a billing cycle

19.2.1 Where during a **billing cycle** a **customer** changes from one type of tariff to another type of tariff, the **retailer** may calculate the **customer's** billing between the old type of tariff and the new type of tariff on a pro-rata basis using:

- (a) the old tariff up to and including the effective date of the change; and
- (b) the new tariff from the effective date to the end of the **billing cycle**.

19.3 Change of tariff rate within a billing cycle

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

19.4 Alternative tariffs or tariff options

19.4.1 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; and

- (b) demonstrates to the **retailer** that it satisfies all of the conditions relating to that other tariff,

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

20 Billing disputes

20.1 Obligation to review a bill on request

- 20.1.1 A **retailer** must review a **customer's** bill when asked by that **customer**.
- 20.1.2 A **retailer** must inform the **customer** of the outcome of that review in writing as soon as reasonably possible and, in any event, within 20 **business days** after being asked to conduct the review.
- 20.1.3 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.

20.2 Customer requests for testing of meters or metering data

- 20.2.1 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.
- 20.2.2 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.
- 20.2.3 A **retailer** must ensure that any test required under clause 20.2.1 is completed within a reasonable time.

20.3 Procedures following a review of a bill

- 20.3.1 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 and issue a corrected bill;
 - (ii) must refund (or set off against the amount in (iii)) any fee paid in advance under clause 20.2.2;

- (iii) may require the **customer** to pay the amount of that bill which is still outstanding, and the pay by date must not be less than 23 calendar days from when the corrected bill is issued; and
 - (iv) must advise the **customer** of the existence of its dispute resolution procedures under clause 3.
- 20.3.2 The **retailer** must inform the **customer** that the **customer** may lodge a dispute with the industry ombudsman after completion of the **retailer's** review of a bill, where the **customer** is not satisfied with the **retailer's** decision in the review and the **retailer's** action or proposed action under clause 20.3.1.

21 Undercharging

21.1 Recovery from customers

- 21.1.1 Subject to clause 21.2, 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.
- 21.1.2 Where a **customer** has failed to allow access to the relevant **supply address** for the purposes of meter reading for 12 months or more a **retailer** may recover all undercharged amounts once an **actual meter read** has occurred.

21.2 Limitations on recovery where due to retailer error

- 21.2.1 Where a **retailer** proposes to recover an amount undercharged as a result of an act or omission by the **retailer**, the **retailer** must:
- (a) in relation to **retail services** which are metered, limit the amount to be recovered to the amount undercharged in the 9 months prior to the meter reading date on the last bill sent to the **customer**;
 - (b) in relation to unmetered services, limit the amount to be recovered to the amount undercharged in the 9 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 9 months); or
 - (ii) in any other case, 9 months.

22 Overcharging

22.1 Notice and payment to customers

- 22.1.1 Where a **customer** has been overcharged as a result of an act or omission of a **retailer**, the **retailer** must inform the **customer** within 10 **business days** of the **retailer** becoming aware of that error that the amount will be credited to the **customer's**

next bill unless the **customer** contacts the **retailer** within 10 **business days** and requests that the amount be repaid to the **customer**.

22.1.2 Where the **customer** has ceased to purchase **retail services** from the **retailer** the amount overcharged must be repaid to the **customer** within 10 **business days**.

22.1.3 Where a **customer** has failed to allow access to the relevant **supply address** for the purposes of meter reading for 12 months or more a **retailer** must repay all overcharged amounts once an **actual meter read** has occurred.

22.2 Payment of interest

22.2.1 A **retailer** is not required to credit any interest to a credit or refund referred to in clause 22.1.

23 Payments

23.1 Payment methods

23.1.1 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;
- (c) by direct debit under a payment arrangement agreed by the **customer**, the **retailer** and an **ADI** nominated by the **customer**;
- (d) by BPay;
- (e) by credit card; and
- (f) over the phone.

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

23.2 Payment by Centrepay

23.2.1 A **retailer** must permit payment using Centrepay as a payment option by a **residential customer**.

23.3 Direct debit

23.3.1 Where a direct debit arrangement is entered into between a **retailer** and a **customer**:

- (a) the **retailer** and the **customer** must agree the amount, initial date and frequency of direct debits; and
- (b) the explicit informed consent of the **customer** is required for entering into the arrangement.

23.3.2 Where a **customer** requests the termination of a direct debit arrangement the **retailer** must:

- (a) terminate the arrangement on being requested to do so by the **customer**, and
- (b) confirm the termination by notification in writing to the **customer** that the **retailer** will no longer rely on the direct debit authority.

23.4 Payments in advance

- 23.4.1 A **retailer** must, at the request of a **customer**, accept payment in advance without imposing any fee or charge.
- 23.4.2 The acceptance of an advance payment by a **retailer** in accordance with clause 23.4.1 will not require the **retailer** to credit any interest to the amounts paid in advance.

23.5 Long absence or illness

- 23.5.1 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 without imposing any fee or charge:
- (a) payment in advance facilities; and
 - (b) redirection of the **residential customer's** bill as requested by the **residential customer**.

23.6 Shortened collection period

- 23.6.1 A **retailer** may place a **customer** on a shortened collection cycle with the agreement of the **customer**.
- 23.6.2 Otherwise than with the agreement of the **customer**, a **retailer** may only place a **customer** on a shortened collection cycle if each of the following conditions are met:
- (a) in the case of a **residential customer**, the **customer** is not experiencing payment difficulties;
 - (b) in the case of a **residential customer**, the **retailer** has informed the **residential customer** that flexible payment plans offered by the **retailer** are available;
 - (c) the **retailer** has given the **customer** a reminder or warning notice for 2 consecutive bills; and
 - (d) before the second reminder or warning notice, the **retailer** has given the **customer** a notice informing the **customer** that:
 - (i) the receipt of the second reminder or warning notice may result in the **customer** being placed on a shortened collection cycle;
 - (ii) failure to make a payment may result in arrangements being made for restriction of the **supply of water services** without a further reminder notice;
 - (iii) alternative payment arrangements may be available; and
 - (iv) the **customer** may obtain further information from the **retailer** (on a specified telephone number).
- 23.6.3 Any notice given under clause 23.6.2(d) must advise the **customer** of the existence of the **retailer's** dispute resolution processes under clause 3.

- 23.6.4 The **retailer** must, within 10 **business days** of placing the **customer** on a shortened collection cycle, give the **customer** written notice that:
- (a) the **customer** has been placed on a shortened collection cycle;
 - (b) the **customer** must pay 3 consecutive bills in the **customer's billing cycle** by the pay-by date in order to be removed from the shortened collection cycle; and
 - (c) failure to make a required payment may result in arrangements being made for restriction of the **supply of water services** without a further reminder notice.

24 Credit and debt management

24.1 Charge for dishonoured payments

- 24.1.1 This clause applies where a **customer** pays a **retailer** bill by cheque, by a direct debit from an account with an **ADI**, by credit card or BPay.
- 24.1.2 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**.

24.2 Debt recovery

- 24.2.1 A **retailer** must not commence proceedings for the recovery of a debt relating to the sale and **supply of retail services** from a **residential customer** if:
- (a) the **residential customer** continues to adhere to the terms of a flexible payment plan or other agreed payment arrangement; or
 - (b) the **retailer** has failed to comply with the requirements of:
 - (i) its hardship policy in relation to that **residential customer**;
 - (ii) this industry code relating to non-payment of bills, payment plans and assistance to **residential customers** experiencing payment difficulties; or
 - (c) a flow restriction device is currently installed in accordance with clause 26.3.

25 Payment difficulties and flexible payment plans

25.1 Flexible payment plans

- 25.1.1 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, by telephone or in person by attending the retailer's office 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.

- 25.1.2 A **retailer** must offer **residential customers** at least the following flexible payment options (in addition to any further payment options the **retailer** considers appropriate):
- (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).
- 25.1.3 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.
- 25.1.4 If a **residential customer** has had 2 flexible payment plans cancelled in the last 12 months due to non-payment, the **retailer** must offer another flexible payment plan only if the **retailer** is reasonably satisfied that the **residential customer** will comply with that plan.

25.2 Notice to residential customers experiencing payment difficulty

- 25.2.1 A **residential customer** experiencing payment difficulty (whether self-identified or identified by the **retailer**) must be provided with at least 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.
- 25.2.2 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 and as soon as is reasonably practicable.

26 Restriction of water supply

26.1 Restriction warning notices

- 26.1.1 A restriction warning notice is a notice issued by a **retailer** to warn a **customer** that the **customer's supply address** will or may have the **supply of water services** restricted in accordance with clause 26.
- 26.1.2 A restriction warning notice must:
- (a) state the date of its issue;
 - (b) state the matter giving rise to the potential restriction of the **customer's supply address**;
 - (c) where the notice has been issued for not paying a bill:
 - (i) state the date on which the restriction warning notice period ends; and
 - (ii) state that payment of the bill must be made during the restriction warning notice period;

- (d) for matters other than not paying a bill, allow a period of not fewer than **5 business days** after the **date of receipt** of the warning notice for the **customer** to rectify the matter before restriction will or may occur;
- (e) inform the **customer** of applicable restoration procedures and (if applicable) any fee/charge will be imposed for restoration;
- (f) include details of the **retailer's** telephone number for complaints and disputes; and
- (g) include details of the existence and operation of the industry ombudsman scheme.

26.2 Prohibitions on water service flow restriction

- 26.2.1 A **retailer** must not arrange for the **supply** of a **residential customer's water services** to be restricted in any of the following circumstances:
- (a) where the **retailer** is undertaking debt recovery action against the **residential customer**;
 - (b) where the **retailer** sells and supplies the **retail service** to the **residential customer** in accordance with the terms of a **residential customer** hardship policy under clause 10 and the **residential customer** is adhering to those requirements;
 - (c) for non-payment of a bill or part of a bill where the amount outstanding is less than an amount approved by the **Commission** and the **residential customer** has agreed with the **retailer** to repay that amount;
 - (d) where the **residential customer, consumer, medical professional, carer or family member** acting on behalf of a **residential customer or consumer**, 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 9;
 - (e) where a **residential customer** has made a complaint, directly related to the reason for the proposed flow restriction, to the industry ombudsman scheme or another external dispute resolution body and the complaint remains unresolved;
 - (f) where the **residential customer** has formally applied for assistance from the agencies referred to in clause 8, and a decision on the application has not been made;
 - (g) where the **supply address** is occupied by a **consumer** that is not a **customer**, and that **consumer** has satisfied:
 - (i) the evidence requirements set out in clause 18.11.4; and
 - (ii) its payment obligations (if any) in respect of the **retail service** in accordance with the terms of the relevant tenancy agreement;
 - (h) after 3 pm 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.

- 26.2.2 A **retailer** must not arrange for the **supply** of a **non-residential customer's water services** to be restricted in any of the following circumstances:
- (a) where the **retailer** is undertaking debt recovery action against the **non-residential customer**;
 - (b) for non-payment of a bill where the amount outstanding is less than an amount approved by the **Commission** and the **non-residential customer** has agreed with the **retailer** to repay that amount;
 - (c) where a **non-residential customer** has made a complaint, directly related to the reason for the proposed flow restriction, to the industry ombudsman scheme or another external dispute resolution body and the complaint remains unresolved;
 - (d) where the **supply address** is occupied by a **consumer** that is not a **customer** of the **retailer**;
 - (e) after 3 pm on a **business day**;
 - (f) 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
 - (g) it is a day of total fire ban declared by a relevant authority in the area in which the **supply address** is located.

26.3 Ability to restrict water services

- 26.3.1 A **retailer** may arrange for the restriction of the **supply** of **water services** to a **residential customer** where the **residential customer** has:
- (a) not paid a bill or bills;
 - (b) not agreed to an offer of a flexible payment plan under clause 25.1 or another payment option to pay a bill;
 - (c) not adhered to the **residential 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 complied with the terms of its hardship policy under clause 10 resulting in the **residential customer's** removal from that program;
 - (e) not allowed entry to a water industry officer appointed under the Water Industry Act 2012 for purposes consistent with carrying out duties in accordance with **applicable regulatory instruments**; or
 - (f) used the **water services** illegally.
- 26.3.2 A **retailer** may arrange for the restriction of the **supply** of **water services** to a **non-residential customer** where the **non-residential customer** has:
- (a) not paid a bill or bills;
 - (b) not allowed entry to a water industry officer appointed under the Water Industry Act 2012 for purposes consistent with carrying out duties in accordance with **applicable regulatory instruments**; or
 - (c) used the **water services** illegally.

26.4 Preconditions to restricting water services

- 26.4.1 Before arranging for the restriction of **supply of water services** to a **residential customer's supply address** for failure to pay a bill or bills, a **retailer** must have:
- (a) used its **best endeavours** to contact the **residential customer** personally either by:
 - (i) telephone;
 - (ii) mail;
 - (iii) electronic mail;
 - (iv) visiting the property; or
 - (v) any other method approved or required by the **Commission** in writing from time to time;
 - (b) given the **residential customer** information about the terms of its **residential customer hardship** policy and assessed the **residential customer's** eligibility for participation in its hardship program;
 - (c) given the **residential customer** information on government funded concessions as outlined in clause 8, 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 25.1;
 - (e) given the **residential customer** a reminder notice;
 - (f) after the expiry of the period referred to in the reminder notice, given the **residential customer** a written restriction warning with 5 **business days'** notice of its intention to arrange for the restriction (the 5 **business days** shall be counted from the **date of receipt** of the restriction warning); and
 - (g) advised the **residential customer** of the existence and operation of the industry ombudsman scheme.
- 26.4.2 Before arranging for the restriction of **supply of water services** to a **non-residential customer's supply address** for failure to pay a bill or bills, a **retailer** must have:
- (a) used its **best endeavours** to contact the **non-residential customer** personally either by:
 - (i) telephone;
 - (ii) mail;
 - (iii) electronic mail; or
 - (iv) any other method approved or required by the **Commission** in writing 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) given the **non-residential customer** a reminder notice; and

- (d) 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).

26.5 Immediate restrictions by retailers

- 26.5.1 Subject to compliance with the requirements of clause 26.4, a **retailer** may restrict the **supply** of **water services** to a **supply address** immediately if the **customer**:
 - (a) has refused or failed to accept the offer before the expiry of the 5 **business days** period in the restriction warning; or
 - (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.

26.6 Minimum restricted water flow rate

- 26.6.1 The restriction of the **supply** of **water services** to a **supply address** under clause 26.3 may reduce the **supply** of **water** to no less than the minimum flow rate prescribed by the **Commission** by notice in writing from time to time.

27 Disconnections

27.1 Prohibition on disconnection of sewerage services

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

27.2 Prohibition on disconnection of water services

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

27.3 Permitted disconnections

- 27.3.1 A **retailer** may only arrange for disconnection of a **customer's retail services** if a **customer** has:
 - (a) requested that disconnection;
 - (b) used the **retail services** illegally; or
 - (c) refused or obstructed 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** and that all necessary conditions to authorise the disconnection under that Act or other relevant **applicable regulatory instrument** have been met.
- 27.3.2 This clause does not limit the ability of a **retailer** to act under any other provision of the Water Industry Act 2012 or other State or Commonwealth legislation that expressly allows the **retailer** to make a disconnection in specified circumstances.

27.4 Customer request for final account or disconnection

- 27.4.1 If a **customer** requests the **retailer** to arrange for the preparation and issue of a final bill for, or the disconnection of, the **customer's supply** address, the **retailer** must use its **best endeavours** to arrange for that final bill (in circumstances where final bills can be issued) or disconnection in accordance with the **customer's** request.
- 27.4.2 A **retailer** must inform a **customer** of any fees or charges that **customer** will remain liable for under the Water Industry Act 2012 notwithstanding a disconnection under clause 27.4.

28 Restoration of supply

28.1 Retailer and customer obligations

- 28.1.1 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 occurred paid or agreed to accept an offer (made in accordance with clause 25.1) of a flexible payment plan and made a contribution to that flexible payment plan, or other payment option;
 - (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 31, 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 the 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 31;
- (e) the **customer** making a request for reconnection or removal of the flow restriction;
- (f) the **customer** first paying the **retailer's** reasonable charge for reconnection or the removal of the flow restriction, if any; and
- (g) where the disconnection was permitted or authorised under State or Commonwealth legislation, any other legislative conditions for reconnection being met.

28.2 Waiver of reconnection fee for Hardship Customer

- 28.2.1 A **retailer** must not charge a **residential customer** a restoration fee where that **residential customer** is experiencing financial hardship and should have been identified as eligible for the **retailer's** hardship program, so long as the **residential customer** agrees to participate in the **retailer's** hardship program on restoration (other than in matters where the disconnection was permitted or authorised under State or Commonwealth legislation and the payment of a reconnection fee is authorised or is a requirement for reconnection).

28.3 Customer request by 12 pm

- 28.3.1 Where, under clause 28.1, 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** has satisfied the requirements of that clause before 12 pm on a **business day**, the **retailer** must:
- (a) arrange for the reconnection or the removal of the flow restriction on the day of the request in metropolitan Adelaide (as defined in **applicable service standards**); and
 - (b) use its **best endeavours** to arrange for the reconnection or the removal of the flow restriction on the day of the request in regional South Australia (as defined in **applicable service standards**) and, in any event, by the end of the next **business day**.

28.4 Customer request after 12 pm

- 28.4.1 Where, under clause 28.1, a **retailer** is obliged to arrange for the reconnection or removal of the flow restriction in respect of the **supply of water services** to that **supply address** and the **customer** makes a request after 12 pm on a **business day**, the **retailer** must:
- (a) use its **best endeavours** to arrange for the reconnection or the removal of the flow restriction on the day of the request; and
 - (b) in any event, by the end of the next **business day**.

PART E – MISCELLANEOUS PROVISIONS

29 Force majeure

29.1 Effect of force majeure event

- 29.1.1 If, but for this clause 29, 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 a **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.

29.2 Deemed prompt notice

- 29.2.1 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.

29.3 Situations where clause 29.1.1(a) does not apply

- 29.3.1 A **retailer** may agree with a **customer** in writing that the **retailer** is not to have the benefit of clause 29.1.1(a) in respect of any **force majeure event**.

29.4 Obligation to overcome or minimise effects of force majeure event

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

29.5 Settlement of industrial disputes

- 29.5.1 Nothing in clause 29.4.1 requires a **retailer** to settle an industrial dispute which constitutes a **force majeure event** in any manner other than the manner preferred by that **retailer**.

30 Appointment of operator

30.1 Continuity of retail services

- 30.1.1 Where:
- (a) a **retailer** is no longer entitled to sell and **supply** a **retail service** to **customers**; and
 - (b) the Governor has made the required proclamation to enable the **Commission** to take over the **retailer's** operations (or specified part of the operations) and appoint an operator in accordance with Part 4 of the Water Industry Act 2012,
- the **retailer's customers** will continue to receive **retail services** (or a specified component of **retail services**) on the basis of the applicable **standard contract**, unless services have been provided under a non-standard contract in which case services will continue in accordance with the terms and conditions of that contract.

30.2 Operator of Last Resort Guidelines

- 30.2.1 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.

30.3 Obligation to provide customer information to appointed operator

- 30.3.1 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.
- 30.3.2 If the appointed operator requests **customer** records, these must be provided by the **retailer** in the format that the appointed operator reasonably requires.

31 Illegal use

31.1 Retailer right of recovery for illegal use

- 31.1.1 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 an estimation method approved by the **Commission**, and bill or take debt recovery action for all of that unpaid amount.

This Industry Code was made by the Commission on 22 June 2020 pursuant to Part 4 of the Essential Services Commission Act 2002, to take effect on and from the date notified in the Gazette.

Adam Wilson

Chief Executive Officer and Commission authorised signatory



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Date

22 June 2020

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SCHEDULE 1: SERVICE STANDARDS

Period: This Schedule commences on 1 July 2020 and will remain in effect until revoked by the Commission

Licensee: South Australian Water Corporation ABN 69 336 525 019

Throughout Schedule 1, any construction timeframes for connection services exclude:

- ▶ instances where a different timeframe has been agreed in writing with a **customer**; and
- ▶ any delays caused by **customers** or third parties beyond the reasonable control of SA Water.

Customer service

Service standard and measure	Target service level
1. Customer satisfaction Customers who are satisfied with recent service experience.	> 93 percent
2. Telephone responsiveness Fault telephone calls answered within 50 seconds.	> 85 percent
3. First contact resolution Customer telephone calls resolved at first point of contact.	> 85 percent
4. Complaint responsiveness Customer and community complaints responded to within 10 business days .	> 95 percent
5. Complaint escalation Customer and community complaints escalated to the industry ombudsman following dissatisfaction with SA Water's complaint response.	<15 percent

Connections

Service standard and measure		Target service level
6. Connection application responsiveness Network connection applications processed within the target timeframe of 20 business days .		> 95 percent
7. Water network connection timeliness Water network connections constructed within the target timeframes.		> 95 percent
Target timeframes		
25 business days	Standard connection	
35 business days	Non-standard connection	
8. Sewer network connection timeliness Sewer network connections constructed within the target timeframes.		> 94 percent
Target timeframes		
30 business days	Standard connection	
50 business days	Non-standard connection	

Response (attendance)

Service standard and measure		Target service level
9. Water quality responsiveness – Adelaide metropolitan area Water quality service requests assessed by field staff that have resolution or a plan of action communicated to the customer within the target timeframes.		> 97 percent
10. Water quality responsiveness – regional areas Water quality service requests assessed by field staff that have resolution or a plan of action communicated to the customer within the target timeframes.		> 99 percent
Target timeframes for 9 and 10		
1 hour	Priority 1, where the request indicates potential risk to human health.	
2 hours	Priority 2, where the request indicates tastes and odour issues or contaminated or dirty water.	
48 hours	Priority 3, all other water quality reports, for example, milky or cloudy water.	
11. Water event responsiveness – high priority – Adelaide metropolitan area Water network break and leak events with the greatest customer or community impact attended by field crews within the target timeframes.		> 99 percent
12. Water event responsiveness – high priority – regional areas Water network break and leak events with the greatest customer or community impact attended by field crews within the target timeframes.		> 99 percent
Target timeframes for 11 and 12		
1 hour	Priority 1, events with the highest impact to customers or the community. For example: total loss of supply to a customer , major loss of water, events that cause major or significant damage to property, events that pose an immediate danger to people or the environment.	
5 hours	Priority 2, any other water network break or leak event with potential for high impact to customers or the community.	
13. Water event responsiveness – low priority – Adelaide metropolitan area Water break, leak and boundary events with low to medium customer or community impact attended by field crews within the target timeframes to resolve an issue.		> 83 percent
14. Water event responsiveness – low priority – regional areas Water break, leak and boundary events with low to medium customer or community impact attended by field crews within the target timeframes to resolve an issue.		> 97 percent
Target timeframes for 13 and 14		
7 days	Priority 3, water network issues with medium customer or community impact, usually at the boundary, for example a leaking meter.	

Service standard and measure		Target service level
15 days	Priority 4, water network issues with low customer or community impact, usually at the boundary, for example, a meter that cannot be located or read, or a damaged or noisy meter.	
15. Sewer event responsiveness – Adelaide metropolitan area Sewer events attended by field crews within the target timeframes.		> 99 percent
16. Sewer event responsiveness – regional areas Sewer events attended by field crews within the target timeframes.		> 99 percent
Target timeframes for 15 and 16		
1 hour	Priority 1, where the overflow is inside a customer's building.	
2 hours	Priority 2, where the overflow is outside a building on customer's property.	
4 hours	Priority 3, where the overflow is external to a customer's property.	

Restoration

Service standard and measure		Target service level
17. Water service restoration timeliness – Adelaide metropolitan area Unplanned water service interruptions resolved within the target timeframes.		> 98 percent
18. Water service restoration timeliness – regional areas Unplanned water service interruptions resolved within the target timeframes.		> 98 percent
Target timeframes for 17 and 18		
5 hours	Category 1, where the interruption could be life threatening or otherwise have serious consequences such as impacting critical needs customers , hospitals, schools, residential care facilities, child care centres, prisons, youth detention facilities or other correctional facilities.	
8 hours	Category 2, where the interruption causes a disruption to a customer's business activities.	
12 hours	Category 3, all other cases.	
19. Sewerage service restoration timeliness – Adelaide metropolitan area Sewerage service events restored within the target timeframes.		> 95 percent
20. Sewerage service restoration timeliness – regional areas Sewerage service events restored within the target timeframes.		> 99 percent
Target timeframes for 19 and 20		
5 hours	Category 1, full loss, where the interruption could be life threatening or otherwise have serious consequences such as impacting critical needs customers , hospitals, schools, residential care facilities, child care centres, prisons, youth detention facilities or other correctional facilities.	
5 hours	Category 2, full loss, where the interruption causes a disruption to a customer's business activities.	
12 hours	Category 3 is all other full loss of service events.	
18 hours	Category 4, is all partial loss events where a customer has a sewerage service but it is draining slowly.	
21. Sewer overflow clean-up timeliness – Adelaide metropolitan area Sewer overflow clean-ups resolved within the target timeframes.		> 98 percent
22. Sewer overflow clean-up timeliness – regional areas Sewer overflow clean-ups resolved within the target timeframes.		> 99 percent
Target timeframes for 21 and 22		

Service standard and measure		Target service level
4 hours	Category 1, where a sewer overflows inside a customer's building.	
6 hours	Category 2, where a sewer overflows outside a building on a customer's property.	
8 hours	Category 3, where a sewer overflows, external to customer's property.	



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