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ABN 68 284 130 046

STANDARD CONTRACT TERMS AND CONDITIONS FOR WATER & SEWERAGE RETAIL SERVICES

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1. INTRODUCTION

Council’s Roxby Water business unit operates the supply of potable water and sewerage services within Roxby Downs township pursuant to clause 13 of the schedule to the *Roxby Downs (indenture ratification) act 1982* (indenture) and section 188 of the *Local Government Act 1999*.

This contract sets out the terms on which we supply retail services to you as a customer at your current supply address in accordance with the *Water Industry Act 2012* (the act).

These standard terms and conditions are published in accordance with section 36 of the act. These standard terms and conditions came into force on 1/9/2015 and, while in force, the terms are, by law, binding on us and you. This document does not have to be signed to be binding.

2. THE PARTIES

This **contract** is between:

Municipal Council of Roxby Downs, ABN 68 284 130 046 of 6-8 Richardson Place, Roxby Downs SA 5725 (referred to in this contract as “we”, “our”, or “us”); and

You, the **customer** as defined in the Act and to whom this contract applies (referred to in this contract as “you” or “your”)

3. DEFINITIONS

The following words have the attributed meaning for the purposes of this contract.

Term	Definition
Act	means the <i>Water Industry Act 2012 (SA)</i> as amended from time to time.
Applicable Regulatory Instruments	means any Act (including without limitation, the Act) or regulatory instrument made under an Act (including without limitation, the Regulations), or the Code or any other industry code, guideline, or other regulatory instrument issued by ESCOSA which applies to us.
ADI	means an Authorised Deposit-Taking Institution within the meaning of the <i>Banking Act 1959 (Cth)</i> as defined in section 4 of the <i>Acts Interpretation Act 1915 (SA)</i> .
Availability Charge	a charge for the availability of a service (rather than the use of it). <i>The Local Government Act 1999 / Roxby Downs Indenture Ratification Act 1982</i> allows us to recover this availability charge from you where our water/sewerage infrastructure runs adjacent to your property.
Best Endeavours	means to act in good faith and use all reasonable efforts, skill and resources.
Business Day	means a day that is not a Saturday, a Sunday or a public holiday in the State of South Australia.
Code	means the Water Retail Code – Minor and Intermediate Retailers published by ESCOSA as amended from time to time.
Connection Point	means, in respect of a water retail service, the outlet of the meter at your supply address which then connects to the water reticulation network or, in respect of the dual reticulation recycled water service, the outlet of the meter at your supply address which then connects to the dual reticulation recycled water network, and in respect of a sewerage retail service, the inspection point at your supply address which then connects to the sewerage reticulation network.
Contract	means this contract which has been approved by ESCOSA under clause 2.1 of the Code.
Customer	means a customer as defined under section 4 of the Act.
Designated Dual Reticulation Area	means the area where we provide a dual reticulation recycled water service as published on our website from time to time.
Domestic Waste	means human waste and toilet flushing water, and water used for personal washing; and any wastewater, and substances of a kind and quantity usually

Term	Definition
	contained within it, arising from the ordinary non-commercial domestic washing activities; but does not include discharges from a septic tank or any other facility for the onsite treatment or storage of domestic wastewater.
Dual Reticulation Recycled Water Service	means, in relation to the designated dual reticulation area only, the service of providing recycled water to your supply address using our dual reticulation recycled water network.
Enquiries, Complaints and Dispute Resolution Process	means our enquiries, complaints and dispute resolution process as published on our website and as may be amended from time to time.
ESCOSA	means the Essential Services Commission of South Australia, a body created under the <i>Essential Services Commission Act 2002 (SA)</i> .
EWOSA	means the Energy & Water Ombudsman SA (EWOSA) responsible for dealing with disputes under the Act.
Fees and Charges	means our fees and charges as specified in our Price List
Price List	means the fees and charges schedule published by us on our website and in the Gazette as may be amended from time to time.
Financial Hardship	means a situation defined by reasonable assessment by us as a customer having desire to pay an account but being absent of the means to pay the account within 3 months of the due date despite all best efforts.
Force Majeure Event	means an event outside the control of us, the occurrence of which could not be reasonably foreseen by us, or if it could be foreseen, could not reasonably have been guarded against.
Hardship Policy	means our financial hardship policy as published on our website and as may be amended from time to time.
Meter	means the device and associated equipment owned by us used to measure the use of water or recycled water of a property.
Minister	means the Minister for Water and the River Murray.
Network	means: <ul style="list-style-type: none"> a) in respect of the water retail service, the water reticulation network or the dual reticulation recycled water network (as the case may be); and b) in respect of the sewerage retail service, the sewerage reticulation network.
Non-Standard Retail Service	means a retail service and other services we may provide to customers on terms and conditions other than that set out in this contract, but such services do not include a retail service provided to customers with special characteristics as described in clause 0.
Non-Residential Customer	means a customer other than a residential customer.
Pay-By Date	means the last day on which Council must receive payment for the supply of retail services to you and any related charges as specified on a billing notice
Recycled Water	means dual reticulation recycled water produced from the treatment and disinfection of sewage and/or stormwater, resulting in a product suitable for irrigation and other purposes not constituting human consumption and supplied to a customer as a dual reticulation recycled water service.
Regulations	means the Water Industry Regulations 2012 (SA) as may be amended from time to time.
Regulatory Service Standards	means any regulatory service standards applicable to the provision by us to you of a retail service as determined and published from time to time by ESCOSA.
Residential Customer	means a customer who acquires a retail service primarily for their own domestic purposes.
Restricted Wastewater	means anything you attempt to discharge through the sewerage system that is not domestic waste and includes trade waste.

Term	Definition
Retail Service	has the meaning described in clause 4.1 of this contract, which services are provided by us under the terms and conditions of this standard contract.
Sewage	includes any form of waste that may be appropriately removed or dealt with through the use of a sewerage retail service (but does not include trade waste).
Sewerage Retail Service	means a service constituted by the collection, storage, treatment or conveyance of sewage through the use of our reticulated system; or any other service, or any service of a class, brought within the ambit of this definition by the Regulations.
Sewerage Reticulation Network	means our system of sewer mains and service pipes for the collection of sewage from individual properties and conveyance to a point of treatment through the use of a reticulated system.
Special Characteristics	means the particular features or characteristics of the retail service relevant to your supply address as set out in Schedule 2.
Supply Address	means the property address at which the retail service is to be provided under this contract.
Water	includes desalinated water and water that may include any material or impurities but does not include recycled water or sewage.
Water Restrictions	means limitations on water or recycled water use proclaimed by the Minister from time to time.
Water Retail Service	means a service constituted by the collection, storage, production, treatment, conveyance, reticulation or supply of water; or any other service, or any service of a class, brought within the ambit of this definition by the Regulations.

4. SERVICES PROVIDED UNDER THIS CONTRACT

4.1. This contract covers the sale and supply by us of a retail service to your supply address.

4.2. The retail service comprises any of the following:

- a) a water retail service; and/or
- b) a sewerage retail service.

4.3. We will provide your retail service in accordance with all applicable regulatory instruments.

5. DOES THIS DOCUMENT APPLY TO YOU?

5.1. This document applies to you if:

- a) your supply address receives, or will receive upon successful connection, our retail service and you have not agreed to different terms and conditions with us;
- b) you currently receive, or will receive upon successful connection, our retail service with special characteristics relevant to the provision of that retail service; or
- c) you are required to pay us an availability charge under the Regulations but only for the purposes of clauses 8, 11, 12, 14, 15, 16, 18, 19, 20, 20, 29, 32 of this contract.

5.2. Unless otherwise agreed by the parties, this document does not apply where:

- a) we provide you with a non-standard retail service;
- b) prior to the commencement of this contract, you were a customer receiving a retail service from us pursuant to an existing written agreement and you have agreed to the continuation of that agreement until its term ends, at which point this contract takes effect; or
- c) prior to the commencement of this contract, you were a customer receiving a retail service from us and you were charged for that retail service as a component of a rate notice issued under the *Local Government Act 1999* and you have agreed to the continuation of that arrangement until its ends, at which point this contract takes effect.

6. CLASSIFICATION OF CUSTOMER CLASS

- 6.1. Roxby Water classifies all residential and non-residential customers the same in relation to your supply address after the commencement of this contract in accordance with applicable regulatory instruments.

7. COMMENCEMENT

- 7.1. If you are an existing customer, this contract will start on the day this document comes into force by publication under the provisions of the Act.
- 7.2. If you are an existing customer that will continue to receive a retail service from us under an existing written agreement, this contract will start on the day following the termination of that existing written agreement.
- 7.3. If you are an existing customer receiving a retail service from us and you are charged for that retail service as a component of a rate notice issued under the Local Government Act 1999, this contract will start on the day following the termination of that statutory charging arrangement.
- 7.4. If you are a new customer, this contract starts on the date you apply for a connection in writing, satisfying all relevant pre-conditions and providing all required information.
- 7.5. If you are a person who becomes the registered proprietor of a supply address and clause 6.2 or 6.3 does not apply to you, this contract starts upon transfer of ownership of that supply address to you.

8. TERMINATION

- 8.1. We may terminate this contract with you in accordance with applicable regulatory instruments if:
- a) the supply of the retail service to your supply address has been disconnected in accordance with other provisions of this contract and you no longer have a right to be reconnected in accordance with clause 28;
 - b) you are no longer the owner of the supply address and we have entered into a new contract with the new owner; or
 - c) circumstances beyond our reasonable control mean that the water reticulation network, sewerage reticulation network and/or the dual reticulation recycled water network necessary to provide the retail service to your supply address are no longer available.
- 8.2. You may terminate this contract with us at any point by providing us with 3 business days' notice, which may be given by:
- a) personal contact;
 - b) telephone;
 - c) electronic mail; or
 - d) writing to us.
- 8.3. All rights and obligations accrued before the end of this contract continue despite the end of this contract, including your obligation to pay any amounts due to us.
- 8.4. Your right to dispute a bill under clause 18 and recover amounts we have overcharged you in accordance with clause 20 continues despite the end of this contract.

9. WHAT YOU HAVE TO DO TO RECEIVE CONNECTION?

- 9.1. When you apply for a retail service at your supply address, we may require you to satisfy some pre-conditions, which will be advised to you in writing. We will also explain any pre-conditions that may apply to you at the time you apply to us for a retail service.
- 9.2. Our obligation to sell or supply you with a retail service at your supply address does not start until you satisfy our pre-conditions.

10. YOUR OBLIGATIONS

10.1. Infrastructure:

- a) You must arrange for all infrastructure on your side of the connection point to be properly maintained (which includes ensuring any work to be undertaken is done so by an appropriately licensed plumber).
- b) If installation of internal infrastructure at your supply address is reasonably required in order for us to provide you a retail service, then you must arrange for that infrastructure to be installed in compliance with any applicable regulatory instruments and by an appropriately licensed plumber.

10.2. Illegal use of retail services:

- a) You must only use the retail service provided by us for lawful purposes and, if you are found to be illegally using our retail service, or otherwise consuming our retail service not in accordance with this contract or applicable regulatory instruments, we may:
 - i. estimate the consumption for which you have not paid using an approved estimation method and bill you for that amount;
 - ii. recover that amount from you, as well any costs associated with estimating the consumption; and
 - iii. disconnect your supply address immediately.
- b) By illegally using our retail service, clauses 15 will not apply to you.

11. FEES AND CHARGES

Any fees and charges associated with the sale and supply of retail services to you are set out in the Price List published from time to time and available on our website.

11.1. Changes in fees and charges

- a) We have the right to change our fees and charges from time to time.

Any changes to fees and charges applicable to you will be set out in the Price List published on our website.

11.2. GST

- a) Amounts specified in our Price List, subject to amendment from time to time, and other amounts payable under this contract must be stated to be exclusive or inclusive of GST. Clause 11.2b) applies unless an amount is stated to include GST.
- b) Where an amount paid by you under this contract is payment for a “taxable supply” as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

12. TARIFF CHANGES

12.1. If we vary the type of tariff rate you are charged for your retail service, we will notify you of the new tariff rate on your next bill.

12.2. Where this occurs within a billing cycle, we will calculate on a pro-rata basis using:

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

13. BILLING

- 13.1. We will use our best endeavours to issue you a bill at least quarterly.
- 13.2. We may enter into an agreement with you to a different billing cycle with a regular recurrent period that differs to clause 13.
- 13.3. We may issue a single bill containing charges for water retail services and sewerage retail services.
- 13.4. If we charge you for retail services as a component of a rate notice issued under the *Local Government Act 1999*, the rate notice will separately identify the cost of any retail service and will include the particulars in clause 13.5.
- 13.5. We will prepare a bill so that you can easily verify that the bill conforms to this contract, and it will include at least the particulars required by the Code, except in circumstances permitted by ESCOSA.
- 13.6. Unless otherwise agreed with you, you must pay the amount shown on each bill by the pay-by date. The pay-by date will be no earlier than 12 business days from the date we send the bill.
- 13.7. If you have not paid a bill by the pay-by date, we will send you a reminder notice. This will give you a further pay-by date which will not be less than 6 business days after we issue the notice.

14. PAYMENT METHODS

- 14.1. The payment methods we offer will be listed on your bill and are subject to change from time to time.
- 14.2. At a minimum we will offer you the ability to pay your bills:
 - a) in person,
 - b) by mail,
 - c) by electronic transfer (including BPay); or,
 - d) by direct debit.
- 14.3. If you pay us by cheque, direct debit from an account with an ADI and the payment is dishonoured or reversed, which results in us incurring a fee, we may recover the amount of that fee from you.

15. FLEXIBLE PAYMENT ARRANGEMENTS

- 15.1. We offer flexible payment plans in accordance with this clause if you are a customer experiencing payment difficulties and you inform us in writing or by telephone that you are experiencing payment difficulties.
- 15.2. Customers experiencing payment difficulties are offered the following flexible payment options:
 - a) a system or arrangement under which a customer may make payments in advance towards future bills;
 - b) an interest and fee free payment plan or other arrangement under which the customer is given more time to pay a bill or to pay arrears (including any restriction, disconnection or restoration charges); and
 - c) redirection of your bill as requested by you.

16. PAYMENT DIFFICULTIES

- 16.1. If you are experiencing payment difficulty, we will provide you with information about:
 - a) Our flexible payment arrangements; and
 - b) any relevant government or non-government rebates, concessions and relief schemes; and
 - c) any accredited financial counselling services of which Council has knowledge.

17. HARDSHIP POLICY

- 17.1. If -
- a) you have exhausted all of the options under clause 16 to address your payment difficulties and are still unable to pay your bill; and
 - b) you provide us with a report by an accredited financial counselling service providing details of your financial circumstances,
- 17.2. we will consider the matter under the Roxby Water Hardship Policy, a copy of which is available on the Council web site.

18. BILLING DISPUTES

- 18.1. If you disagree with the amount, you have been charged, you can ask us to review your bill in accordance with our Enquiries, Complaints and Dispute Resolution Process under clause 28.
- 18.2. We will review your bill and inform you of the outcome of that review as soon as reasonably possible and, in any event, within 30 business days.
- 18.3. Where we are reviewing a bill, we may require you to pay:
- a) the greater of:
 - i. that portion of the bill under review that we agree is not in dispute; or
 - ii. an amount equal to the average amount of your bills in the previous 12 months (excluding the bill in dispute); andany future bills that are properly due.
- 18.4. Where, after conducting a review of the bill, we are satisfied that it is:
- a) correct, we may require you pay the amount of that bill which is still outstanding; or
 - b) incorrect, we:
 - i. will correct your bill;
 - ii. will refund (or set off against the amount in clause 18.4b)iii any fee paid in advance;
 - iii. may require you pay the amount of that bill which is still outstanding; and
 - iv. will advise you of the existence of our Enquiries, Complaints and Dispute Resolution Process under clause 28.
- 18.5. If you advise us that you are not satisfied with our decision, we will inform you that you may lodge a dispute with:
- a) our Chief Executive
 - b) our external dispute resolution body; or
 - c) the Energy and Water Ombudsman SA .

19. UNDERCHARGING

- 19.1. Where you have been undercharged, we will inform you and we may recover from you any amount you have been undercharged.
- 19.2. Where any amount undercharged is as a result of an act or omission on our part, we will recover only the amounts owed to us in the 12 months prior to us advising you in writing that there has been an error.
- 19.3. We will list the amount to be recovered as a separate item in a special bill or on the next bill, together with an explanation of that amount.

- 19.4. We will not charge you interest on amounts recovered due to an error on our part and we will offer you a period of time to repay the amounts undercharged at least equal to the period of undercharging if less than 12 months or 12 months in any other case.

20. OVERCHARGING

- 20.1. If you have been overcharged, we must notify you within 10 business days of becoming aware and we will repay the amount overcharged as follows:
- 20.2. if the amount overcharged is greater than \$50.00, we will refund the amount upon written request.
- 20.3. Refund requests must be made in writing by completing an 'Water Refund Request Form' available by contacting Council Office on 08 8671 0010.
- 20.4. If no refund request is made, we will credit the amount to your next billing notice;
- 20.5. if the amount overcharged is less than \$50.00, we will credit the amount to your next billing notice;
- 20.6. if you no longer require electricity to be supplied by us, we will process any refund amount in the next available payment cycle;
- 20.7. We are not liable to pay interest on any overcharged amount.

21. DEBT RECOVERY

- 21.1. We will not commence proceedings for the recovery of a debt relating to the sale and supply of a retail service by us if:
- a) you continue to adhere to the terms of a flexible payment plan or other agreed payment arrangement; or
 - b) we have failed to comply with the requirements of:
 - i. our Hardship Policy in relation to you; or
 - ii. this contract relating to non-payment of bills, payment plans and providing assistance to residential customers experiencing payment difficulties; or
 - c) you currently have a flow restriction device installed at the relevant supply address in accordance with clause 23.

22. INTERRUPTIONS

- 22.1. We will use our best endeavours to minimise the frequency and duration of interruptions or limitations to supply of your retail service.
- 22.2. We may interrupt the supply of your retail service in the following instances:
- a) for maintenance;
 - b) for repair;
 - c) for augmentations to the network;
 - d) in the event of emergencies; or
 - e) for health and safety reasons.
- 22.3. In the event of an unplanned interruption, we will use our best endeavours to restore your retail service as soon as practically possible and within the timeframes specified in any regulatory service standards.
- 22.4. Where a planned interruption is required, we will use our best endeavours to provide you with at least 4 business days' notice prior to planned works that will cause an interruption to your retail service. This notice will be in writing where practicable but may be by radio or newspaper.

23. QUALITY, SAFETY AND RELIABILITY OF SUPPLY

23.1. Water retail service – Quality

- a) Where your water retail service comprises of drinking water, we will provide that drinking water in accordance with all relevant health, environmental and other applicable regulatory instruments.
- b) Our obligation under in clause 38a) is limited to the extent that such quality is adversely affected by your actions or equipment and the terms of this contract.
- c) Where your water retail service comprises non-drinking water (including recycled water) we will provide such a water retail service on the basis that such water is not intended for human consumption and otherwise may only be used for purposes as advised by us. If such a water retail service is provided by us, it will be supplied in accordance with all relevant health, environmental and other applicable regulatory instruments.
- d) If we need to reclassify your water retail service from drinking water to non-drinking water or vice versa, we will do so only in accordance with applicable regulatory instruments and notify you immediately if reclassification is to occur.

23.2. Water retail service – Reliability

- a) We will use our best endeavours to provide you with a water flow rate to meet your reasonable needs. Please note that, for some customers, the flow rate may not be sufficient for all purposes without the provision of additional on-site water infrastructure. You are responsible for arranging and covering the costs of such additional onsite water infrastructure, which must be installed by an appropriately licensed plumber.
- b) We will notify you under clause 0 if, due to the special characteristics of your water retail service, we are unable to provide you with such a flow rate.

23.3. Sewerage retail service – Reliability

- a) If you are connected to our sewerage reticulation network, then we will use our best endeavours to provide you with a sewerage retail service to meet your reasonable needs for the discharge of domestic waste in accordance with any relevant health, environmental and other applicable regulatory instruments.
- b) We will use our best endeavours to ensure that there are no sewer overflows at the supply address due to a failure in the sewerage reticulation network. In the event of sewer overflow due to our negligence, we will use our best endeavours to ensure that inconvenience to you is minimised and the affected area is reasonably cleaned up at our cost.
- c) If a blockage, burst or leak affects your sewerage retail service and occurs in the pipework at your supply address, that is, from your side of the connection point, you are responsible for arranging and covering the costs of the fixing the blockage, burst or leak, which must be undertaken by an appropriately licensed plumber.
- d) If a blockage, burst or leak affects your sewerage retail service and occurs within our sewerage reticulation network, that is from our side of the connection point, we will clear the blockage or repair the burst or leak at our cost unless and to the extent you have contributed to the blockage, burst or leak occurring.
- e) If you have contributed to the blockage, burst or leak, in accordance with our policies dealing with blockages, bursts and leaks, we may determine that you are liable to pay us for the proportion of the costs reasonably attributable to your contribution to the blockage, burst or leak. Will we advise you of the reasons for our determination in these circumstances.
- f) You are not permitted to discharge restricted wastewater into our sewerage reticulation network under this contract.

23.4. Retail service with special characteristics

- a) If, prior to the commencement of this contract, you were a customer that we supplied a retail service to with conditions as set out under a separate agreement, or without a formal agreement in place, this contract will now apply to the provision of that retail service and the special characteristics applicable to that retail service will apply.
- b) We will advise you of the special characteristics of the retail service applicable to you under this contract. For existing customers, we will advise you on commencement of this contract. For new customers we will advise you upon assessment of an application by you for a retail service under this contract.

24. LIFE SUPPORT EQUIPMENT

24.1. If you, or someone you reside with has a medical condition where the continuation of a water retail service is critical for the operation of a life support equipment (as defined in the Code) you must:

- a) notify us, with confirmation from a registered medical practitioner, that a person residing at the residential customer's supply address requires that continued use of life support equipment; and
- b) inform us if the person for whom the life support requirement is required vacates the supply address or no longer requires the life support equipment.

24.2. We may rely on advice from a medical practitioner or hospital that life support equipment is no longer required at the supply address.

24.3. Once we are notified under this clause, but subject to clause b), we will:

- a) register the supply address as a life support equipment address;
- b) not arrange for the disconnection or restriction of the supply to that supply address while the person continues to reside at that address and required the use of a life support equipment; and
- c) provide you with:
 - i. at least 4 business days' written notice of any planned interruptions to supply at the supply address;
 - ii. advice there is likely to be a planned interruption to the supply at the supply address; and
 - iii. an emergency telephone contact number (which is printed on your bill or available on our website).

25. RESTRICTIONS

25.1. Restrictions of a water supply – Residential Customers

- a) We may, subject to compliance with the Code, arrange for the restriction of the supply of your water retail service to you where:
 - i. you have not paid a bill or bills within the required timeframes;
 - ii. you have not agreed to an offer of a flexible payment plan under clause 154 or another payment option to pay a bill;
 - iii. you have not adhered to your obligations to make payments in accordance with the flexible payment plan or another payment option relating to the payment of bills;
 - iv. you have not complied with the terms of our Hardship Policy referred to in clause 16 resulting in you being removed from that hardship program;
 - v. you have not allowed entry to a water industry officer appointed under the Act for the purposes consistent with carrying out duties in accordance with applicable regulatory instruments; or

- vi. you have used the water retail service illegally.
- b) Prior undertaking any arrangements for the restriction of supply of water retail services to your supply address for failure to pay a bill, we will:
 - i. use our best endeavours to contact you personally by the methods outline in the Code;
 - ii. give you information about the terms of our Hardship Policy and assess your eligibility for participation in our Hardship Policy;
 - iii. give you information on government funded concessions, if applicable, and refer you to the organisation responsible for that concession;
 - iv. give you a reminder notice;
 - v. after the expiry of the period referred to in the reminder notice, give you a written restriction warning notice in accordance with clause 25; and
 - vi. advise you of the existence and operation of our external dispute resolution body or EWOSA (if we are a participant in that scheme).
- 25.2. Subject to compliance with the Code, we may restrict the supply of a water retail service to a supply address immediately if you:
 - a) have refused or failed to accept the offer of a flexible payment plan in accordance with clause 15 before the expiry of the 5 business days period in the restriction warning; or
 - b) have accepted the offer of a flexible payment plan in accordance with clause 15, but have refused or failed to take reasonable actions towards settling the debt before the expiry of the 5 business days period in the restriction warning.
- 25.3. The restriction of supply of water retail services under clause 25.1 or 25.2 will be no less than the minimum flow rate prescribed by ESCOSA by notice in writing from time to time.
- 25.4. We will not restrict your sewerage service for non-payment of a bill or bills.

26. RESTRICTION WARNING NOTICE

- 26.1. Prior to commencing action to restrict the supply of a water retail service to you, we will issue a restriction warning notice to you that:
 - a) states the date of its issue;
 - b) states the matter giving rise to the potential restriction of your supply address;
 - c) where the notice has been issued for not paying a bill:
 - i. state the date on which the restriction warning notice 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 issue for you to rectify the matter before restriction occurs;
 - e) inform you of applicable restoration procedures and any charges for restoration (if applicable);
 - f) include details of our telephone number for complaints and disputes;
 - g) include details of the existence and operation of our external dispute resolution body or EWOSA (if we are a participant in that scheme).

27. DISCONNECTIONS

- 27.1. We will not disconnect your retail service for non-payment of a bill or bills. However, we may restrict your water retail service in accordance with clause 25.
- 27.2. Subject to any applicable regulatory instruments that prohibit disconnection, we may only arrange for the disconnection of your retail service if you have:

- a) requested the disconnection;
 - b) used the retail service illegally; or
 - c) refused entry to a water industry officer appointed under the Act for a purpose consistent with carrying out duties in accordance with applicable regulatory instruments.
- 27.3. If you request us to arrange for the preparation and issue of a final bill, or the disconnection of, your supply address, we will use our best endeavours to arrange for that final bill (in circumstances where final bills can be issued) or, subject to any applicable regulatory instruments that prohibit disconnection, arrange the disconnection in accordance with your request.
- 27.4. We will inform you of any fees or charges that you will remain liable for under the *Local Government Act 1999* or the *Roxby Downs (Indenture Ratification) Act 1982* notwithstanding a disconnection under this clause.

28. RESTORATION OF WATER RETAIL SERVICE

- 28.1. If we have disconnected or restricted the supply of your water retail service to you, we will use our best endeavours to arrange for the reconnection or removal of flow restrictions within a time agreed with you, subject to:
- a) clause 10.2;
 - b) the reasons for the disconnection or restriction being rectified by you; and
 - c) you have paid the appropriate charge for reconnection or removal of water flow restriction (if applicable).
- 28.2. If you are a residential customer, we will not charge a restoration fee where you are experiencing financial hardship and should have been identified as eligible for our Hardship Policy, so long as you agree to participate in our hardship program upon restoration.
- 28.3. We will use our best endeavours to reconnect or remove water flow restrictions within the timeframes required by any regulatory service standards.

29. ENQUIRIES, COMPLAINTS AND DISPUTE RESOLUTION

- 29.1. If you have an enquiry or complaint relating to our retail services or related matter, you can contact us on 8671 0010.
- 29.2. You may make a complaint to us regarding our services or compliance with this contract. We will address your complaint in the manner set out in our procedures for the management and resolution of customer enquiries and disputes. For further information regarding this process please refer to our website.
- 29.3. If you are not satisfied with the solution offered or action taken by us in response to your complaint you may have the complaint reviewed by one of our senior managers under our procedures for the management and resolution of customer enquiries and disputes.
- 29.4. If you are not satisfied with the outcome of our internal dispute resolution process, you may refer the matter to our external resolution body or EWOSA for external dispute resolution.

30. RIGHT TO ENTER

- 30.1. In the case of an emergency or on agreement with you, we will enter your property to perform planned or unplanned maintenance to our infrastructure located at your supply address, in each case in accordance with sections 44 and 45 of the Act.

31. FORCE MAJEURE

- 31.1. If, but for this clause, either party would breach this contract due to the occurrence of a force majeure event:

- a) the obligations of the party under this contract, other than an obligation to pay money, 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 affected party must use its best endeavours to give the other party 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.
- 31.2. For the purposes of this clause, if the effects of a force majeure event are widespread we will be deemed to have given your prompt notice if we make 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.
- 31.3. Either party relying on this clause by 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.
- 31.4. Nothing in this clause will require a party to settle an industrial dispute which constitutes a force majeure event in any manner other than the manner preferred by that party.

32. INFORMATION AND PRIVACY

- 32.1. We will keep your personal information confidential in accordance with applicable laws and our privacy policy.
- 32.2. We will also provide any relevant information to authorities in the event that you are under investigation for illegal use of our services or of any other crime.
- 32.3. By accepting a retail service under this contract, you are agreeing to the release of billing data to a tenant of your supply address, in accordance with processes approved by ESCOSA from time to time.

33. GENERAL

- 33.1. **Applicable law**
The laws in force in the State of South Australia govern this contract.
- 33.2. **Referral of Our Obligations**
Some obligations placed on us under this contract may be carried out by others engaged by us to perform the obligations on our behalf.
- 33.3. **Amending the contract**
This contract may only be amended in accordance with the Code. We will publish any amendments to this contract on our website.
- 33.4. **The Code**
If the Code grants us a right which may be included in this contract, our rights under this contract are deemed to include such a right.

SCHEDULE 2 – SPECIAL CHARACTERISTICS

[Retailer to detail any special characteristics of the retail service which may include, without limitation, special characteristics as to the quality, reliability, flow rate, continuity and other characteristics relevant to that retail service. If utilised, this Schedule is to be approved by ESCOSA prior to the contract taking effect].