

# City of Salisbury

## Standard Customer Sales Contract

### Salisbury Water Retail Service

This contract sets out the terms on which we will supply a water retail service 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 will come into force on 11 February 2016 and, when in force, the terms will, by law, be binding on us and you. The document does not have to be signed to be binding

February 2016

Salisbury, Sustaining Our Environment



**CONTENTS**

<b>1.</b>	<b>THE PARTIES</b>	<b>3</b>
<b>2.</b>	<b>DEFINITIONS</b>	<b>3</b>
<b>3.</b>	<b>SERVICES PROVIDED UNDER THIS CONTRACT</b>	<b>3</b>
<b>4.</b>	<b>DOES THIS DOCUMENT APPLY TO YOU?</b>	<b>3</b>
<b>5.</b>	<b>CLASSIFICATION OF CUSTOMER CLASS</b>	<b>3</b>
<b>6.</b>	<b>COMMENCEMENT</b>	<b>3</b>
<b>7.</b>	<b>TERMINATION</b>	<b>3</b>
<b>8.</b>	<b>WHAT YOU HAVE TO DO TO RECEIVE CONNECTION?</b>	<b>4</b>
<b>9.</b>	<b>YOUR GENERAL OBLIGATIONS</b>	<b>4</b>
<b>10.</b>	<b>OUR GENERAL OBLIGATIONS</b>	<b>5</b>
<b>11.</b>	<b>RIGHT TO ENTER</b>	<b>6</b>
<b>12.</b>	<b>INTERRUPTIONS</b>	<b>6</b>
<b>13.</b>	<b>FEES AND CHARGES</b>	<b>6</b>
<b>14.</b>	<b>TARIFF CHANGES</b>	<b>6</b>
<b>15.</b>	<b>BILLING</b>	<b>6</b>
<b>16.</b>	<b>PAYMENT METHODS</b>	<b>7</b>
<b>17.</b>	<b>RESIDENTIAL CUSTOMERS WITH PAYMENT DIFFICULTIES</b>	<b>7</b>
<b>18.</b>	<b>FLEXIBLE PAYMENT ARRANGEMENTS</b>	<b>7</b>
<b>19.</b>	<b>HARDSHIP POLICY FOR RESIDENTIAL CUSTOMERS</b>	<b>7</b>
<b>20.</b>	<b>BILLING DISPUTES</b>	<b>8</b>
<b>21.</b>	<b>UNDERCHARGING</b>	<b>8</b>
<b>22.</b>	<b>OVERCHARGING</b>	<b>8</b>
<b>23.</b>	<b>DEBT RECOVERY</b>	<b>8</b>
<b>24.</b>	<b>RESTRICTIONS</b>	<b>8</b>
<b>25.</b>	<b>RESTRICTION WARNING NOTICE</b>	<b>9</b>
<b>26.</b>	<b>DISCONNECTIONS</b>	<b>10</b>
<b>27.</b>	<b>RESTORATION OF WATER RETAIL SERVICE</b>	<b>10</b>
<b>28.</b>	<b>ENQUIRIES, COMPLAINTS AND DISPUTE RESOLUTION</b>	<b>10</b>
<b>29.</b>	<b>FORCE MAJEURE</b>	<b>10</b>
<b>30.</b>	<b>INFORMATION AND PRIVACY</b>	<b>10</b>
<b>31.</b>	<b>SPECIFIC SUPPLY ARRANGEMENTS FOR NON RESIDENTIAL CUSTOMERS</b>	<b>11</b>
<b>32.</b>	<b>GENERAL</b>	<b>11</b>
<b>33.</b>	<b>SCHEDULE 1 – DEFINITIONS</b>	<b>12</b>

## 1. THE PARTIES

### 1.1 This contract is between:

The City of Salisbury (ABN 82 615 416 895) of 34 Church Street, Salisbury SA 5018 (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”)

## 2. DEFINITIONS

### 2.1 Words appearing in bold type like this are defined in Schedule 1 to this contract.

## 3. SERVICES PROVIDED UNDER THIS CONTRACT

### 3.1 This contract covers the sale and supply by us of a **water retail service** to your **supply address**.

### 3.2 Our **water retail service, known as ‘Salisbury Water’**, comprises of **recycled water** (non-drinking) supplied to you through a dedicated **recycled water network**.

### 3.3 We will provide your **water retail service** in accordance with all **applicable regulatory instruments**.

## 4. DOES THIS DOCUMENT APPLY TO YOU?

### 4.1 This document applies to you if:

- (a) your **supply address** receives, or will receive upon successful connection, our **water 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 **water retail service** with **special characteristics** relevant to the provision of that **water retail service**; or
- (c) you are required to pay us an **availability charge** under the **Regulations** but only for the purposes of clauses 7, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 28, 30 and 32 of this contract.

### 4.2 Unless otherwise agreed by the parties, this document does not apply where:

- (a) we provide you with a **non-standard water retail service**;
- (b) prior to the commencement of this contract, you were a **customer** receiving a **water 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 **water retail service** from us and you were charged for that **water 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.

### 4.3 This contract is with you as the owner of the **supply address** and if you do not reside at the **supply address**:

- (a) you will continue to be bound by the terms of this contract; and
- (b) in addition to the general indemnity given in clause 9.6, you will indemnify us for any loss (whether direct or indirect, consequential or otherwise) we suffer arising out of, caused or contributed by the occupant of the **supply address**; and
- (c) you acknowledge that we will continue to bill you in accordance with clause 15; and
- (d) you must ensure the occupier of the **supply address** is made aware of the requirements of this contract, including the requirements with respect to the use of recycled water.

## 5. CLASSIFICATION OF CUSTOMER CLASS

### 5.1 We may classify you as a **residential customer** or a **non-residential customer** in relation to your **supply address** after the commencement of this contract in accordance with **applicable regulatory instruments**.

## 6. COMMENCEMENT

### 6.1 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.

### 6.2 If you are an existing **customer** that will continue to receive a **water retail service** from us under an existing written agreement, this contract will start on the day following the termination of that existing written agreement.

### 6.3 If you are an existing **customer** receiving a **water retail service** from us and you are charged for that **water 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.

### 6.4 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.

### 6.5 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.

## 7. TERMINATION

### 7.1 We may terminate this contract with you in accordance with **applicable regulatory instruments** if:

- (a) the supply of the **water 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 27;
- (b) you have notified us in accordance with clause 9.7 that 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 **dedicated recycled water network** necessary to provide our **water retail service** to your **supply address** is no longer available.

7.2 You may terminate this **contract** with us at any point in accordance with **applicable regulatory instruments** 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.

7.3 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.

7.4 If you do not give us safe and unhindered access to the **supply address** to conduct a final meter reading (where relevant), this **contract** will not end under clause 7.1 until we have issued you with a final bill and you have paid any outstanding amount owed to us under this **contract**.

7.5 Your right to dispute a bill under clause 20 and recover amounts we have overcharged you in accordance with clause 22 continues despite the end of this contract.

## 8. WHAT YOU HAVE TO DO TO RECEIVE CONNECTION?

8.1 When you apply for a **water retail service** at your **supply address** we may require you to satisfy some pre-conditions. We will explain any pre-conditions that may apply to you when you apply to us for a **water retail service**.

8.2 Fees and Charges for new connections apply and will be determined in accordance with our Price List, published annually.

8.3 Our obligation to sell or supply you with a **water retail service** at your **supply address** does not start until you satisfy our pre-conditions.

## 9. YOUR GENERAL OBLIGATIONS

9.1 Legal Obligations

- (a) You must comply with all laws applicable to your **water retail service**.

9.2 Infrastructure:

- (a) You must arrange for all infrastructure on your side of the **connection point** to be properly maintained and to the standards specified in AS/NZS3500.1:2003 (as amended or replaced from time to time. This 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.

9.3 Meters

(a) Unless we agree otherwise, we will install a meter at your connection point of a size and in a location determined by us to measure the quantity of water we supply you. We will liaise with you to determine a suitable location, where possible.

(b) Pipe and fittings up to and including the inlet riser, the meter and the outlet riser from the meter is our property.

(c) You must protect the meter and risers from accident or damage and charges will apply for the replacement of damaged or lost meter and/or fittings.

(d) You must keep the meter clear from obstruction and ensure we can safely and conveniently access and read the meter at your supply address.

(e) You must not use the stop tap to control the **water retail service** at the **supply address** unless that stoppage is reasonably necessary to undertake required temporary repairs to your infrastructure or to deal with an emergency.

(f) To extent permitted by law, we do not accept responsibility for damage and/or loss including recycled water as a result of stop tap malfunctions unless that damage or loss is caused by our negligence. An isolation valve should be installed to your internal pipework by a licensed plumber if you wish to control the recycled water supply at your **supply address**.

(g) If you believe your meter is not accurately recording your recycled water usage you may request that we test your meter. If you make a request to must pay us in advance our charge for checking the meter reading, metering data or for testing the meter.

(h) If:

(i) the meter is found to be within the 5% limits for reasonable accuracy (ie. +/- 5%) your current bill stands and you will be charged the meter testing fee;

(ii) the meter is found to be over-recording outside of the reasonable limits referred to in clause 9.3(h)(i) the meter testing fee paid under clause 9.3(g) will be credited to your next bill and we will credit your next bill with the percentage amount for which the meter has been over-recording for a period of 12 months prior to the replacement of your meter; or

(iii) the meter has been found to be under-recording we may recover under-charged amounts from you using the estimation methodology referred to in clause 15.6 but subject to the limits expressed in clause 21.2.

(i) If your meter is found, by us, to be within the acceptable limits but you still believe the meter is inaccurate you have the right to have the meter independently tested at your cost. If the meter is found by such test to be over-recording outside the reasonable limits referred to in clause 9.3(h)(i) we will credit the testing fees against your next bill.

## 9.4 Dual reticulation recycled water service supply obligations

- (a) You must ensure that the **dedicated recycled water service** at your supply address is independent of the drinking **water reticulation network** at your supply address.
- (b) If your internal pipework or other property plumbing infrastructure does not meet plumbing standard AS/NZS3500.1:2003 (as amended or replaced from time to time), we may suspend your supply of **recycled water** until we are satisfied that the defects are remedied.
- (c) To minimise the risk of cross connection of your infrastructure, we may require **residential customers** to:
  - (i) allow an audit of your plumbing infrastructure on a 5 yearly basis at our cost, performed by our licenced plumber. You must allow access to your property to us, our employees and contractors to conduct this audit.
  - (ii) conduct an inspection of your plumbing infrastructure annually using our self- check cross connection check list.
  - (iii) conduct an audit of your plumbing infrastructure at your cost, performed by a licenced plumber, at transfer of property ownership of a supply address.
  - (iv) forward us evidence of the successful completion of an inspection or audit.
- (d) To minimise the risk of cross connection of your infrastructure, we may require **non-residential customers** to:
  - (i) conduct inspections and audits of your plumbing infrastructure on an annual basis, and at transfer of property ownership of a supply address, performed by a licenced plumber, at your cost.
  - (ii) forward us evidence of the successful completion of an inspection or audit.

## 9.5 Permitted uses

- (a) You must only use the **water retail service** for the purposes as set out in our Salisbury Water Guidelines for Installation and Use, or as otherwise agreed with us.
- (b) Permitted uses for **non-residential** customers may vary to our Salisbury Water Guidelines for Installation and Use and we will notify you under clause 31 of the **special characteristics** of your **water retail service** if applicable.
- (c) You are permitted to use the **water retail service** provided by us at your supply address only. You are not permitted, without prior written consent, to supply water received by you from our **water retail service** to any other person, customer or property.

## 9.6 Indemnity

- (a) To the extent permitted by law, you hereby indemnify us against any third party claims arising out of, in respect of, or in connection with the water retail service howsoever caused.

## 9.7 Transfer of ownership of land

- (a) If you intend to transfer ownership of land relating to a supply address governed by this contract, before doing so you must:
  - (i) contact us at least 7 **business days** before transfer to arrange a final meter reading;
  - (ii) pay all outstanding fees and charges owing to us before transferring ownership of the said land. You will remain liable to us for the payment of any outstanding fees and charges in line with clause 7.3.
  - (iii) upon sale of your supply address to a new owner, you should advise the new owner of the existence of this contract and any special characteristics of your **water retail service**.

## 9.8 Illegal use of water retail services:

- (a) You must only use the **water retail service** provided by us for lawful purposes and, if you are found to be illegally using our **water retail service**, or otherwise consuming our **water 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 **water retail service**, clauses 18 and 19 will not apply to you.
- (c) We will not be liable for any injury or damage to person or property as a result of the illegal use of our **water retail service**.

## 10. OUR GENERAL OBLIGATIONS

## 10.1 Quality

- (a) 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. Our **water retail service** will be supplied in accordance with all relevant health, environmental and other **applicable regulatory requirements** applicable to non-drinking **water**.
- (b) If we need to reclassify your **water retail service** from non-drinking water to 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.
- (c) To the extent permitted by law, we make no warranty or undertaking as to the quality, fitness for purpose or suitability of the **water** supplied for use by you.

10.2 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 10.3 if, due to the **special characteristics** of your **water retail service**, we are unable to provide you with such a flow rate.
- (c) To the extent permitted by law, we make no warranty or undertaking as to the flow rates and pressure of which the **water** will be supplied to you.

10.3 **Water retail service with special characteristics**

- (a) If, prior to the commencement of this **contract**, you were a **customer** that we supplied a **water 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 **water retail service** and the **special characteristics** applicable to that **water retail service** will apply.
- (b) We will advise you of the **special characteristics** of the **water 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 **water retail service** under this **contract**.

11. **RIGHT TO ENTER**

- 11.1 In the case of an emergency or on agreement with you, we and our contractors 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**.

12. **INTERRUPTIONS**

- 12.1 We will use our **best endeavours** to minimise the frequency and duration of interruptions or limitations to supply of your **water retail service**.
- 12.2 We may wholly or partially suspend, interrupt or reduce the supply of your **water retail service** in the following instances:
  - (a) for maintenance;
  - (b) for repair;
  - (c) for augmentations to the **network**;
  - (d) in the event of emergencies;
  - (e) for health and safety reasons; or
  - (f) for circumstances of unusual drought or any event beyond our reasonable control which prevents us from the supply of your **water retail service**

- 12.3 In the event of an unplanned interruption, we will use our **best endeavours** to restore your **water retail service** as soon as practically possible and within the timeframes specified in the **regulatory service standards**.

- 12.4 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 **water retail service**. This notice will be in writing where practicable but may be by radio or newspaper.

13. **FEES AND CHARGES**

- 13.1 Any **fees and charges** associated with the sale and supply of a **water retail service** to you are set out in the **Price List** published from time to time and available on our website ([www.salisbury.sa.gov.au](http://www.salisbury.sa.gov.au)).

13.2 **Changes in fees and charges**

- (a) We have the right to change our **fees and charges** from time to time.
- (b) Any changes to **fees and charges** applicable to you will be set out within 10 **business days** in the **Price List** published on our website.

13.3 GST

- (a) Amounts specified in our **Price List**, subject to amendment from time to time, and other amounts payable under this **contract** may be stated to be exclusive or inclusive of GST. Clause 13.3(b) 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.

14. **TARIFF CHANGES**

- 14.1 If we vary the type of tariff rate you are charged for your **water retail service**, we will notify you of the new tariff rate on your next bill.
- 14.2 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.

15. **BILLING**

- 15.1 We will use our **best endeavours** to issue you a bill at least quarterly.
- 15.2 We may enter into an agreement with you to a different billing cycle with a regular recurrent period that differs to clause 15.1.
- 15.3 We will issue a bill to you at the supply address unless you subsequently advise otherwise.
- 15.4 It is your responsibility to advise us of any changes in billing address, or pending changes in billing address, prior to the issue of your next bill.

15.5 We will base your bill for a **water retail service** that is metered on an actual reading of the relevant meter(s) at your supply address determined in accordance with **applicable regulatory instruments**.

15.6 Estimation as basis for bills

- (a) If we are not able to access your meter or you have denied access to a meter for the purposes of reading that meter, we may issue you with an estimated bill based on your prior usage history at your supply address, or where you do not have a prior usage history at your supply address we will use the average usage by a comparable customer over the corresponding period.
- (b) When we issue you with an estimated bill we will publish a notice in a prominent location on that bill advising that the bill is based on an estimate.
- (c) Where we provide you with an estimated bill and the meter is subsequently read, we will include an adjustment on the next bill to take account of the actual meter reading.

15.7 If we charge you for a **water retail service** as a component of a rate notice issued under the Local Government Act 1999, the rate notice will separately identify the cost of the **water retail service** and will include the particulars in clause 15.8.

15.8 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**.

15.9 Unless otherwise agreed with you, you must pay the amount shown on each bill by the date for payment (the pay-by date). The pay-by date will be no earlier than 12 **business days** from the date we send the bill.

15.10 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.

**16. PAYMENT METHODS**

16.1 The payment methods we offer will be listed on your bill and are subject to change from time to time. At a minimum we will offer you the ability to pay your bills:

- (a) in person,
- (b) by mail,
- (c) by direct debit; or
- (d) by re-occurring BPay.

16.2 If you pay us by cheque, direct debit, from an account with an **ADI** or by credit card and the payment is dishonoured or reversed, which results in us incurring a fee, we may recover the amount of that fee from you.

**17. RESIDENTIAL CUSTOMERS WITH PAYMENT DIFFICULTIES**

17.1 If you are a **residential customer** experiencing payment difficulty, we will provide you with information about:

- (a) Our flexible payment arrangements;
- (b) Our **residential customer hardship policy**;

- (c) Government concessions (if applicable); and
- (d) Independent financial and other relevant counselling services for **residential customers**.

**18. FLEXIBLE PAYMENT ARRANGEMENTS**

18.1 We offer flexible payment plans in accordance with this clause if you are a **residential customer** experiencing payment difficulties and you inform us in writing or by telephone that you are experiencing payment difficulties.

18.2 **Residential customers** experiencing payment difficulties are offered the following flexible payment options:

- (a) a system or arrangement under which a **residential customer** may make payments in advance towards future bills;
- (b) an interest free 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 restriction, disconnection or restoration charges); and
- (c) redirection of your bill as requested by you.

18.3 If you are a **non-residential customer** experiencing payment difficulties and inform us in writing or by telephone that you are experiencing payment difficulties we will assess your eligibility for flexible payment options. You will be required to provide us with sufficient justification to support your request for flexible payment options. Flexible payment arrangements for all **non-residential customers** will be authorised by Executive Management.

**19. HARDSHIP POLICY FOR RESIDENTIAL CUSTOMERS**

19.1 We offer a **Salisbury Water Hardship Policy** to all our **residential customers**.

19.2 Pursuant to the **Salisbury Water Hardship Policy** we will:

- (a) have a process to identify if you are experiencing payment difficulties due to **financial hardship**;
- (b) have a process for early response to **customers** identified as experiencing payment difficulties due to hardship;
- (c) have processes in place to adequately train hardship staff;
- (d) offer alternative payment options including instalment plans;
- (e) offer reoccurring BPay payments to **residential customers**;
- (f) have processes in place to identify appropriate government concession programs and financial counselling services where appropriate and advise **residential customers**;
- (g) provide information on the processes or programs available to **customers** to improve their **water** efficiency; and
- (h) provide information on the circumstances in which the **customer** will cease being eligible for the hardship program.

19.3 The **Salisbury Water Hardship Policy** (as amended from time to time) and further details are available on our website.

## 20. BILLING DISPUTES

20.1 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.

20.2 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**.

20.3 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); and
- (b) any future bills that are properly due.

20.4 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 20.4(b)(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.

20.5 If you advise us that you are not satisfied with our decision, we will inform you that you may lodge a dispute with our **external dispute resolution body**.

## 21. UNDERCHARGING

21.1 Where you have been undercharged we will inform you and we may recover from you any amount you have been undercharged.

21.2 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.

21.3 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.

21.4 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.

## 22. OVERCHARGING

22.1 If we overcharge you due to an act or omission on our part, we will use our **best endeavours** to advise you within 10 **business days** of us becoming aware of the error.

22.2 If we have overcharged you and you have already paid your bill, we will:

- (a) credit the amount to your account and it will be deducted from your next bill; or
- (b) if you have ceased to purchase a **water retail service** from us, repay that amount to you within 10 **business days**.

## 23. DEBT RECOVERY

23.1 We will not commence proceedings for the recovery of a debt relating to the sale and supply of a **water retail service** by us from a **residential customer** 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 **Salisbury Water 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 23.3.

23.2 We will not commence proceedings for the recovery of a debt relating to the sale and supply of a **water retail service** by us from a **non-residential customer** if:

- (a) the **non-residential customer** contacted us to discuss payment options after being issued a final notice and we agreed to a payment extension or flexible payment arrangement; or
- (b) the **non-residential customer** continues to adhere to the term of a flexible payment plan or other agreed payment arrangement (if applicable).

23.3 If a **non-residential customer** has not paid a bill by the pay-by date, or made and adhered to other payment arrangements, any unpaid amount due shall accrue interest at the Default Interest Rate from the due date until the date the payment is made, provided that we have first served a notice on you requiring payment and which you have not complied with.

## 24. RESTRICTIONS

24.1 Residential Customers

- (a) If you are a **residential customer**, we may, subject to compliance with the **Code** and the **Salisbury Water Restrictions Policy for Residential customers**, 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 18 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 **Salisbury Water Hardship Policy** referred to in clause 19 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) Before 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) offer you an extension of time to pay on terms and conditions (which may include the payment of interest approved by **ESCOSA** from time to time);
  - (iii) give you a reminder notice;
  - (iv) 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
  - (v) advise you of the existence and operation of our **external dispute resolution body**.
- 24.3 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 18 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 18, 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.
- 24.4 The restriction of supply of **water retail services** under clause 24.1 or 24.2 will be no less than the minimum flow rate prescribed by **ESCOSA** by notice in writing from time to time.
- 25. RESTRICTION WARNING NOTICE**
- 25.1 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:

24.2 Non-residential Customers

- (a) If you are a **non-residential customer**, we may, subject to compliance with the **Code**, arrange for the restriction of the supply of your **water retail service** at any of your **supply addresses** at which a **water retail service** is provided where:
- (i) you have not paid a bill or bills within the required timeframes;
  - (ii) 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**;
  - (iii) you have failed to allow, for 3 consecutive billing cycles, access to the relevant supply address for the purposes of meter reading; or
  - (iv) you have used the **water retail service** illegally.
- (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; and

- (g) include details of the existence and operation of our external dispute resolution body.

## 26. DISCONNECTIONS

- 26.1 We will not disconnect your **water retail service** for non-payment of a bill or bills. However, we may restrict your water retail service in accordance with clause 23.3.
- 26.2 We will not disconnect your **water retail service** where your supply address is subject to a registered Land Management Agreement for the provision of our supply as the alternative water supply other than mains water supply.
- 26.3 Subject to clause 26.2 and any **applicable regulatory instruments** that prohibit disconnection, we may only arrange for the disconnection of your **retail service** if you have:
  - (a) requested that disconnection;
  - (b) used the **water 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**.
- 26.4 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.
- 26.5 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.

## 27. RESTORATION OF WATER RETAIL SERVICE

- 27.1 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 9.1;
  - (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).
- 27.2 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 **Salisbury Water Hardship Policy**, so long as you agree to participate in our hardship program upon restoration.
- 27.3 We will use our **best endeavours** to reconnect or remove **water** flow restrictions within the timeframes required by the **regulatory service standards**.

## 28. ENQUIRIES, COMPLAINTS AND DISPUTE RESOLUTION

- 28.1 If you have an enquiry or complaint relating to our water retail service or related matter, you can contact us on (08) 8406 8222.
- 28.2 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 ([www.salisbury.sa.gov.au](http://www.salisbury.sa.gov.au)).
- 28.3 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 executive managers under our procedures for the management and resolution of customer enquiries and disputes.
- 28.4 If you are not satisfied with the outcome of our internal dispute resolution process you may refer the matter to our **external resolution body** for external dispute resolution.

## 29. FORCE MAJEURE

- 29.1 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.
- 29.2 For the purposes of this clause, if the effects of a **force majeure event** are widespread we will be deemed to have given you 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.
- 29.3 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.
- 29.4 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.

## 30. INFORMATION AND PRIVACY

- 30.1 We will keep your personal information confidential in accordance with applicable laws and our privacy policy.
- 30.2 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.

30.3 By accepting a **water 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.

### 31. SPECIFIC SUPPLY ARRANGEMENTS FOR NON RESIDENTIAL CUSTOMERS

31.1 In addition to the terms under this **contract**, **non residential customers** will be bound by any such additional terms as agreed with us pursuant to a schedule executed by you and us in relation to the supply of the **water retail service**.

31.2 To the extent that terms agreed between you and us in the schedule are inconsistent with this **contract**, the terms of the schedule shall prevail.

### 32. GENERAL

#### 32.1 Applicable law

The laws in force in the State of South Australia govern this **contract**.

#### 32.2 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.

#### 32.3 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.

#### 32.4 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.

#### 32.5 Special Conditions

The terms and conditions in this **contract** represent the Council's standard terms and conditions for the supply of **recycled water**. The special conditions set out in Item 19 of the Schedule take precedence in the event of any inconsistency between this **contract** and any special conditions.

#### 32.6 Order of Precedence

To the extent that there is any inconsistency in the terms of this **contract**, then the inconsistency is to be interpreted in accordance with the following order of precedence:

- (a) any Special Conditions contained in Item 19 of the Schedule; and
- (b) this **contract**.

33. SCHEDULE 1 – DEFINITIONS

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

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 <b>Act</b> ) or regulatory instrument made under an Act (including without limitation, the <b>Regulations</b> ), or the <b>Code</b> or any other industry code, guideline, or other regulatory instrument issued by <b>ESCOSA</b> 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 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 <b>ESCOSA</b> as amended from time to time.
connection point	means, in respect of a <b>water retail service</b> , the end of the outlet riser of the <b>meter</b> at your <b>supply address</b> which then connects to your supply pipework on your property.
contract	means this contract which has been approved by <b>ESCOSA</b> under clause 2.1 of the <b>Code</b> .
customer	means a customer as defined under section 4 of the <b>Act</b> .
default interest rate	means the rate per annum plus 2% charged by our bankers on overdrafts in excess of \$100,000.00.
designated recycled reticulation area	means the area where we provide a <b>dedicated reticulation service for recycled water</b> as published on our website from time to time.
dedicated recycled water network	means our system of <b>water</b> pipes and pumps for the provision of <b>recycled water</b> services.
recycled water service	means, in relation to the <b>designated recycled reticulation area</b> only, the service of providing <b>recycled water</b> to your <b>supply address</b> using our <b>dedicated recycled water network</b> .
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> .
fees and charges	means our fees and charges as specified in our <b>Price List</b> .
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 <b>customer</b> 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 Salisbury Water <b>Financial Hardship</b> 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 <b>recycled water</b> at a property.
Minister	means the Minister for Water and the River Murray.
network	Means in respect of the <b>water retail service</b> , the <b>dedicated recycled water network</b> .
non-standard water retail service	means a <b>water retail service</b> we may provide to <b>customers</b> on terms and conditions other than that set out in this <b>contract</b> , but such services do not include a <b>water retail service</b> provided to <b>customers</b> with <b>special characteristics</b> as described in clause 10.3.
Non-residential customer	means a <b>customer</b> other than a <b>residential customer</b> .
recycled water	means recycled <b>water</b> produced from the treatment and disinfection of stormwater, resulting in a product suitable for irrigation and other purposes not constituting human consumption and supplied to a <b>customer</b> as a recycled water service.
Regulations	means the <i>Water Industry Regulations 2012 (SA)</i> as may be amended from time to time.
regulatory service standards	means the regulatory service standards applicable to the provision by us to you of a <b>retail service</b> as determined and published from time to time by <b>ESCOSA</b> .
residential customer	means a <b>customer</b> which acquires a <b>retail service</b> primarily for their own domestic purposes.
Salisbury Water	is the term used by the City of Salisbury for its fit for purpose recycled water supply which is predominately recycled stormwater and native groundwater, treated to a standard that is satisfactory for its intended
special characteristics	means the particular features or characteristics of the <b>retail service</b> relevant to your <b>supply address</b> as set out in Schedule 2.
supply address	means the property address at which the <b>water retail service</b> is to be provided under this <b>contract</b> .
water	includes desalinated water and water that may include any material or impurities, but does not include <b>recycled water</b> or <b>sewage</b> .
water retail service	means a service constituted by the collection, storage, production, treatment, conveyance, reticulation or supply of <b>water</b> ; or any other service, or any service of a class, brought within the ambit of this definition by the <b>Regulations</b> .
water reticulation network	means the primary system of <b>water</b> mains and service pipes for the provision of <b>water</b> to 2 or more locations in the State.