SPRING GULLY WATER SUPPLY

STANDARD CUSTOMER CONTRACT

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1. Parties

This document constitutes a contract between:

The Clare & Gilbert Valleys Council (Council)
4 Gleeson Street
CLARE SA 5453
(referred to in this contract as Council, it or it's)

and

You, the customer, as defined in Annexure A
(referred to as you or your).

2. Application

2.1 Who does this contract apply to?

(a) all existing customers, being residential customers or non-residential customers that currently receive Council's water supply service;

(b) customers applying for a connection in accordance with Council's Connections Policy;

(c) customers who currently receive, or will receive upon successful connection, Council's water supply service with special characteristics relevant to the provision of that service;

(d) persons who are required to pay us an availability charge under the Regulations but such persons will be considered to be a customer only for the purposes of clauses 9, 10, 11, 12, 13, 14, 15, 18, 19 and 20 of this contract.

3. Description of Water Supply Service

3.1 This contract covers the supply by Council of a water service to customers connected to its network or customers who apply to be so connected. The service comprises supplying water from the SA Water reticulation network;

3.2 Council may reclassify a customer as a residential customer or a non-residential customer in relation to a supply address after the commencement of this contract in accordance with applicable regulatory instruments.

3.3 Council will provide your supply service in accordance with all applicable regulatory instruments.

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4. Term

4.1 When does this contract start?

(a) If you are an existing customer, this contract commences when it is published in accordance with section 36 of the Water Industry Act 2012.

(b) 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.

(c) If you are a person who becomes the registered proprietor of a supply address this contract commences upon transfer of ownership of that supply address to you.

4.2 When does this contract end?

(a) This contract ends when it is terminated in accordance with clause 15.1 and 15.2 of this contract.

(b) If you do not give Council safe and unhindered access to the supply address to conduct a final meter reading (where relevant), this contract will not end under clause 4.2 (a) until it has issued you a final bill and you have paid any outstanding amount owed to it under this contract.

(c) Council's rights and obligations accrued before the end of this contract continue despite the end of this contract, including its right to require you to pay amounts due to it.

(d) Your right to dispute a bill under clause 12 and recover amounts Council has overcharged you in accordance with clause 13 continues despite the end of this contract.

5. Your General Obligations

5.1 Infrastructure

(a) You must maintain all infrastructure on your side of the connection point.

(b) Infrastructure required to ensure reliable and consistent water supply includes but is not limited to header tanks installed within your property.

(c) Where internal infrastructure at your supply address is installed in order for us to provide you a water supply service, then you must provide that infrastructure in compliance with all applicable regulatory instruments.

5.2 Meters

Unless Council agrees otherwise, it will install a meter on your supply address of a size and in a location determined by it and in accordance with our Connections Policy to measure the quantity of water it supplies to you.

5.3 Ownership of the water meter

(a) The meter is Council's property and includes the outlet riser of the meter to your property, inlet riser, stop tap and associated fittings.

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

(c) Council does not accept responsibility for damage or loss including 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 water supply at your supply address.

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

5.4 Right to enter

(a) Council has, together with its employees and contractors, the right to enter your property to read the meter located at your supply address or to perform planned or unplanned maintenance to its infrastructure located at your supply address, in each case in accordance with sections 44 and 45 of the Act.

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

5.5 Accuracy of water meters

(a) If you believe your meter is not accurately recording your water usage you may request that Council test your meter. If you make a request you must pay Council in advance the charge for checking the meter reading, metering data or for testing the meter as per Council's Fees and Charges Schedule.

(b) If the meter is found to be within the 5% limits for reasonable accuracy (i.e. +/- 5%) your current bill stands and you will be charged the meter testing fee (please refer to Council's Fees and Charges Schedule available on its website).

(c) If the meter is found to be over-recording outside of the reasonable limits referred to in clause 5.5 (b) then:

(i) the meter testing fee paid under clause 5.5 (a) will be credited to your next bill; and

(ii) Council 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.

(d) If your meter is found to be under-recording Council may recover under-charged amounts from you using the estimation methodology referred to in clause 10.4 but subject to the limits expressed in clause 14(b).

(e) If your meter is found, by Council, 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 5.5 (b) Council will credit the testing fees against your next bill.

5.6 Secondary supplies

You may not supply another customer or property with a supply service without express permission from Council.

6. Connections

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6.1 Council will, on formal request from you, connect your supply address to the relevant network in order to provide you with a water service in accordance with its Connections Policy.

6.2 Fees and charges for connections apply and will be determined in accordance with its Connections Policy where relevant. You will be advised of the fees and charges relevant to your connection.

6.3 You must obtain all necessary approvals from relevant authorities for the laying and maintaining of any infrastructure required to connect to Council's network as per the Connections Policy.

6.4 Council will use its best endeavours to install connections in line with the regulatory service standards.

6.5 In accordance with its Connections Policy:

(a) you will be required to implement additional water infrastructure, including but not limited to header tanks in order to receive a water service at your supply address; and/or

(b) a water service may not be available to you at your supply address; and/or

(c) a water service may not be available to you at your supply address however, a water service with special characteristics may be available. This water service with special characteristics will be provided under, and in accordance with, the terms of this contract.

6.6 Council will notify you upon assessment of your application for connection if any further conditions in addition to clause 6.5 apply to you.

6.7 In accordance with its Connections Policy where a connection is required in order to provide you with a water service, you must fund, or part fund in agreement with Council, any extension or augmentation of the network required to connect your supply address. These works must be paid for and completed prior to the commencement of the sale and supply of a water service to you.

6.8 In accordance with its Connections Policy where you have made a request for a water service, Council may not be able to deliver that water service, if the water service is not available at the supply address or if the network does not have the capacity to deliver the supply service.

7. Obligations

7.1 Water Supply Service – quality

(a) Where your water supply service comprises drinking water, Council will provide that drinking water in accordance with all relevant health, environmental and other applicable regulatory requirements.

(b) Council's obligation mentioned in clause 7.1 (a) is limited to the extent that such quality is adversely affected by your actions or equipment and the terms of this contract.

7.2 Water Supply Service – reliability

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(a) Council will use its 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 provision of additional on-site infrastructure. You assume the responsibility of providing such additional water infrastructure.

(b) Council will notify you under clause 7.3 if, due to the special characteristics of your water supply, it is unable to provide you with such a flow rate.

7.3 Water Supply Service with special characteristics

(a) If, prior to the commencement of this contract, you were a customer that Council supplied a water service to with special characteristics, whether under a separate agreement or without a formal agreement in place, this contract will now apply to the provision of that supply service and the special characteristics applicable to that supply service will continue to apply.

(b) Council will advise you of the special characteristics of the supply service applicable to you under this contract. For existing customers, Council will advise you on commencement of this contract. For new customers it will advise you upon assessment of an application by you for a water supply service under this contract.

8. Interruptions

8.1 Interruptions to a supply service

Council may interrupt the supply of your supply 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.

8.2 Unplanned interruptions

(a) In the event of main breaks, leaks, blockages and spills in respect of its network, Council will use its best endeavours to restore your supply service as soon as practically possible and within the timeframes specified in the regulatory service standards.

(b) In the event of an unplanned interruption to your water supply which results in an extended outage of the provision by Council to you of drinking water, Council will use its best endeavours to supply you with alternative drinking water supplies where required by you.

(c) In the event of an unplanned interruption to your water supply service, Council will use our best endeavours to ensure damage or inconvenience to you is minimised. Council will compensate you for any loss, damage or injury occurring at your supply address as a result of a main breaks, leak, blockage or spill occurring within its network to the extent caused by our negligence. However, you also have a responsibility to take reasonable steps to minimise any damage or injury that may occur.

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8.3 Planned interruptions

Council will use its best endeavours to provide you with at least 4 business days' notice prior to planned works that will cause an interruption to your supply service. This notice will be in writing where practicable but may be by radio or newspaper.

8.4 Water restrictions

At the discretion of the Minister Council may interrupt, limit or place conditions upon your water supply service.

8.5 Illegal use of a Water Supply Service

(a) If you are found to be illegally using Council's water supply service, or otherwise consuming its supply service not in accordance with this contract or applicable regulatory instruments, Council may estimate the consumption for which you have not paid using an approved estimation method and bill you or take debt recovery action against you for the under-charged or uncharged amounts.

(b) By illegally using our supply service, clause 11.1 and 11.4 will not apply to you.

9. Fees and Charges

9.1 Obligation on customer to pay account

(a) In consideration of Council providing you the water supply service, you agree to pay it the fees and charges.

(b) The rate at which your supply service will be charged is set out in Council's Fees and Charges Schedule.

9.2 Changes in fees and charges

(a) Council has the right to change its fees and charges from time to time.

(b) Any changes to fees and charges applicable to you will be re-published in Council's Fees and Charges Schedule and will appear on its website.

9.3 GST

(a) Amounts specified in Council's Fees and Charges Schedule, 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 9.3 (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.

10. Billing

10.1 Billing cycle

(a) Council will use its best endeavours to issue you a bill at least quarterly.

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(b) Council may require you to enter into a shortened collection cycle that differs from clause 10.1 (a) above provided it advises you in writing of the terms of the arrangement and do so in accordance with applicable regulatory instruments.

10.2 Billing address

(a) Council will issue a bill to you at the supply address advised under clause 6.2 unless you subsequently nominate another address.

(b) It is your responsibility to advise Council of any change in billing address, or pending change in billing address, prior to the issue of your next bill.

10.3 Basis for bills

(a) Council will base your bill for a water supply service that is metered on:

(i) an actual reading of the relevant meters at your supply address determined in accordance with applicable regulatory instruments;

(ii) on metering data provided for the relevant meters at your supply address determined in accordance with applicable regulatory instruments;

10.4 Contents of bills

(a) Council may issue a single bill to you containing all outstanding fees and charges owed to it under this contract.

(b) Council 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.

10.5 Pay-by date

(a) 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 13 business days from the date Council sends the bill.

(b) If you have not paid a bill by the pay-by date, Council will send you a reminder notice. This will give you a further pay-by date which will not be less than six business days after it issues the notice.

10.6 Historical billing data

(a) Council will provide billing data to you upon request, free of charge, for the previous two years at your supply address where available.

(b) Where you request billing data for a period of more than two years (or if Council has already provided it to you), it may impose a charge for providing that data.

(c) Council will provide billing data to a tenant of your supply address on request from that tenant upon production of appropriate identification in accordance with processes approved by ESCOSA from time to time.

11. Payment

11.1 Hardship Policy

(a) Council offers a Hardship Policy to all water supply customers.

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(b) Pursuant to the Hardship Policy it will:

(i) have a process to identify if you are experiencing payment difficulties due to financial hardship;

(ii) have a process for early response to customers identified as experiencing payment difficulties due to hardship;

(iii) have processes in place to adequately train hardship staff;

(iv) offer alternative payment options including instalment plans;

(v) provide information on the processes or programs available to customers to improve their water efficiency; and

(c) If you are having trouble paying your bills due to financial hardship Council requests that you advise it as soon as possible and prior to the due date on your outstanding bill. It will then work with you to provide flexible payment arrangements and access to the hardship program where eligible.

(d) The Hardship Policy (as amended from time to time) and further details are available on its website.

11.2 Payment methods

The payment methods offered will be listed on your bill and are subject to change from time-to-time.

11.3 Charge for dishonoured payments

(a) This clause 11.3 applies where you pay a bill by cheque, by a direct debit from an account with an authorised deposit taking institution or by credit card.

(b) If a payment referred to in this clause is dishonoured or reversed, which results in Council incurring a fee, it may recover the amount of that fee from you.

11.4 Flexible payment plans

(a) Council offers flexible payment plans in accordance with this clause if you are experiencing payment difficulties and you inform it in writing or by telephone that you are experiencing payment difficulties.

(b) Customers experiencing payment difficulties are offered the following flexible payment options:

(i) a system or arrangement under which a customer may make payments in advance towards future bills; and

(ii) 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 disconnection or reconnection charges).

(c) Council is not obliged to offer a customer a flexible payment plan if the customer has, in the previous 12 months, had two such plans cancelled due to non-payment.

(d) In such a case, it will offer another flexible payment plan only if it is reasonably satisfied that the residential customer will comply with that plan.

11.5 Debt recovery

(a) Council will not commence proceedings for the recovery of a debt relating to the sale and supply of a water supply service by it from a customer if:

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(i) the customer continues to adhere to the terms of a flexible payment plan or other agreed payment arrangement; or

(ii) Council has failed to comply with the requirements of:

(a) its Hardship Policy in relation to that residential customer; or

(b) the contract relating to non-payment of bills, payment plans and assistance to customers experiencing payment difficulties; or

(b) The provisions in this contract regarding Council's rights to recover a debt are in addition to, and do not derogate from its right to recover from you all reasonable amounts associated with the recovery of your debt to it under this clause 11.5, including but not limited to any collections agency fees and/or legal fees.

(c) Council may reclassify a customer under clause 3.4 in accordance with applicable regulatory instruments for the purposes of debt recovery. Both you and ESCOSA will be notified if it chooses to exercise this right.

12. Billing Disputes

12.1 Reviewing the bill on request

(a) If you disagree with the amount you have been charged, you can ask Council to review your bill in accordance with its Complaints Handling Procedure under clause 18.

(b) Council will use its best endeavours to review your bill within the timeframes required in the applicable regulatory instruments.

(c) Where Council is reviewing a bill, it may require you to pay:

(i) the greater of:

(a) that portion of the bill under review that it agrees is not in dispute; or

(b) an amount equal to the average amount of your bills in the previous 12 months (excluding the bill in dispute); and

(ii) any future bills that are properly due.

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12.2 Procedures following a review of a bill

(a) Where, after conducting a review of the bill, Council is satisfied that it is:

(i) correct, it may require you pay the amount of that bill which is still outstanding; or

(ii) incorrect, it:

(a) will correct your bill;

(b) will refund (or set off against the amount in 12.2 (a) (ii) (c)) any fee paid in advance under clause 12.1 (b);

(c) may require you pay the amount of that bill which is still outstanding; and

(d) will advise you of the existence of our Complaints Handling Procedure under clause 21.

(b) Council will inform you that you may lodge a dispute with the Industry Ombudsman after completion of its review of a bill, where you are not satisfied with its decision in the review and its action or proposed action.

13. Overcharging

(a) If Council overcharge you due to an act or omission on its part, it will use its best endeavours to advise you within 10 business days of it becoming aware of the error.

(b) If it has overcharged you and you have already paid your bill you may select from the following options:

(i) Council can credit the amount to your account and it will be deducted from your next bill;

(ii) it can repay the amount directly to you via cheque; or

(iii) it can, on written instruction from you, pay the amount by cheque to another person or institution on your behalf where you have provided payment details.

(c) It will repay any amounts overcharged within 10 business days of being notified by you.

(d) Where no instruction has been received from you within 20 business days Council will pay the overcharged amount to you via cheque.

(e) Council is not obliged to refund any interest amounts that may be applicable to overcharged amounts.

14. Undercharging

14.1 Council can recover from you any amounts it may have undercharged you.

14.2 Where any amount undercharged is as a result of an act or omission on its part it will recover only the amounts undercharged on the nine months prior to the meter reading date on your last bill for metered services.

14.3 Council will not charge you interest on amounts recovered due to an error on its part and it will offer you a period of time to repay the amounts undercharged at least equal to the period of undercharging if less than nine months or nine months in any other case.

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14.4 You must pay amounts undercharged even as a result of an act or omission on its part but you may negotiate a payment plan up to the eligible period as referred above.

15. Termination of a Supply service

15.1 Termination by Council

Council may terminate this contract with you in accordance with applicable regulatory instruments if:

(a) you are no longer the owner of the supply address and we have entered into a new contract with the new owner; or

(b) circumstances beyond its reasonable control mean that the water reticulation network to your supply address is no longer available.

15.2 Termination by you

(a) You may terminate this contract with Council at any point in accordance with this clause and the Code.

(b) Upon you terminating this contract, you are required to pay Council all outstanding fees and charges, and amounts owed under this contract. However you retain your rights under clause 12 and 13.

(c) You must provide Council with three business days' notice to terminate this contract.

(d) Notice for the purposes of clause 15.2(c) above may be provided by:

(i) personal contact;
(ii) telephone;
(iii) electronic mail; or
(iv) writing to us.

15.3 Availability charge

If Council currently bill you for the payment of an availability charge, termination of this contract does not affect your obligation under the Regulations to continue to pay the availability charge.

15.4 Fees and charges for termination

(a) Council may charge the following fees where this contract is terminated by you:

(i) a meter reading fee where an unscheduled meter reading is required to finalise your account;
(ii) a disconnection fee where removal or physical disconnection of infrastructure is required to cease the flow of services to or from your supply address to give effect to the termination of a supply service; and
(iii) any other fees or charges recoverable under the Act.

(b) All fees and charges relating to termination will be as outlined in our Fees and Charges Schedule.

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15.5 Obligation to pay arrears before transferring ownership of land

(a) If you intend to transfer the ownership of land relating to a supply address governed by this contract, before doing so, you must pay all outstanding fees and charges owing to Council before transferring ownership of the said land.

(b) In the event that you fail to comply with clause 15.4, you remain liable to Council for the payment of the outstanding fees and charges and it reserves its right to take any action necessary to recover the arrears, including recovering costs associated with enforcing its rights under this clause 15.5.

15.6 Obligation to notify new owner on transfer of ownership

(a) 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 supply service. A copy of the notification Council provided you under clause 7.4, or upon assessment of your application for connection, should be provided to any prospective purchasers.

(b) You may be liable to the new owner for any repercussions of non-compliance with this clause at common law and under relevant legislation.

16. Force Majeure

16.1 Effect

If, but for this clause 16, a party ("the affected party") would breach this contract due to the occurrence of a force majeure event:

(a) the obligations of the affected party under this contract, other than any obligation to pay amounts under this 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 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.

16.2 Notice

The notice referred to above may be given on Council's website. If the effects of a force majeure event are widespread, we will be deemed to have given notice 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.

16.3 Industrial disputes

Nothing in clause 16 requires Council to settle an industrial dispute which constitutes a force majeure event in any manner other than the manner preferred by us.

17. Special Needs Customers

17.1 Notification

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

(i) notify Council, 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

(ii) inform Council if the person for whom the life support requirement is required vacates the supply address or no longer requires the life support equipment.

(b) Council may rely on advice from a medical practitioner or hospital that life support equipment is no longer required at the supply address.

17.2 Restrictions on Council

Once Council is notified under this clause 17, but subject to clause 17.1 (b), it 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' notice of any planned interruptions to supply at the supply address; and

(ii) an emergency telephone contact number (which is printed on your bill or available on the website).

18. Enquiries, Complaints and Dispute Resolution

18.1 Enquiries

You can call Council's customer enquiry number on 8842 6400 to enquire about its supply services and related matters. For more information please refer to Council's website.

18.2 Complaints and Dispute Resolution

(a) Council has a customer complaints and dispute resolution process in place to deal with:

(i) the mechanisms by which a customer can make a complaint;

(ii) the process to handle complaints;

(iii) the timeframes in which complaints should be responded to;

(iv) the method of response; and

(v) the process for referral to the Industry Ombudsman scheme where a complaint is not satisfactorily resolved.

(b) You may make a complaint to Council regarding its services or compliance with this contract. It will address your complaint in the manner set out in its process. For further information regarding this process please refer to Council's website.

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(c) If you are not satisfied with the solution offered or action taken by it in response to your complaint you may have the complaint reviewed by Council's Chief Executive Officer.

(d) If you are not satisfied with the outcome of its internal dispute resolution process you may refer the matter to the relevant Industry Ombudsman for external dispute resolution.

(e) Council requests that you raise your matter with it before going to the Industry Ombudsman. The Industry Ombudsman may refer your complaint back to it if it determines that you have not provided us with the opportunity to address your complaint.

19. Information and Privacy

19.1 Council will keep your personal information confidential in accordance with the its relevant policies.

19.2 In the unlikely event that Council is unable to provide your services and a supplier of last resort is appointed by ESCOSA, it will provide your details to the supplier of last resort.

19.3 Council will also provide any relevant information to authorities in the event that you are under investigation for illegal use of its services or of any other crime.

19.4 By accepting a water supply 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

20. General

20.1 Applicable law

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

20.2 Our Obligations

Some obligations placed on Council under this contract may be carried out by others engaged by it to perform the obligations on its behalf.

20.3 Amending the contract

This contract may only be amended in accordance with the Code. Council will publish any amendments to this contract on its website.

20.4 The Code

If the Code grants Council a right which may be included in this contract, its rights under this contract are deemed to include such a right.

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Annexure A

The following words have the attributed meanings for the purposes of this contract:

network	Means in respect of the water supply service, the water reticulation network
availability charge	a charge for the availability of a service (rather than the use of it) that is charged under section 38 of the Regulations. This is referred to as a water supply charge on your account.
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 Supply Code – Major Suppliers published by ESCOSA as amended from time to time.
customer	means a customer as defined under section 4 of the Act which currently means: "a person who owns land in relation to which a supply service is provided and includes— (a) where the context requires, a person seeking the provision of a water supply service; and (b) in prescribed circumstances—a person supplied with supply services as a consumer or user of those services (without limiting the application of this definition to owners of land); and (c) a person of a class declared by the regulations to be customers."
connection point	means, in respect of a water supply service, the outlet of the meter at your supply address which then connects to the water reticulation network.

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