



Water

Code



Small-scale Water Retail Code

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1 Preliminary

1.1 Title, authority and commencement

- 1.1.1 This **industry code**:
- (a) is the **Small-scale Water Retail Code**;
 - (b) is made by the **Commission** pursuant to the provisions of Part 4 of the **ESC Act**;
 - (c) commences on **1 July 2027**; and
 - (d) may only be amended in accordance with the provisions of Part 4 of the **ESC Act**.

1.2 Scope

- 1.2.1 This **industry code** regulates some of the standard terms and conditions for the provision of **retail services to customers** (and in specified circumstances to **consumers**) by a **retailer** under the **WI Act** and includes provisions relating to standard terms and conditions on which a **customer** is **connected** to the relevant **network**.
- 1.2.2 For the purposes of this **industry code**, **retail services** comprise **water services** and **sewerage services**.

1.3 Application

- 1.3.1 This **industry code** applies:
- (a) in whole to water and sewerage service retail **licensees** with fewer than 50,000 **connections** unless the **Commission** has agreed, in writing, to alternative arrangements for a specific **licensee** (subject to any conditions or requirements imposed by the **Commission**);
 - (b) to entities holding an exemption from the requirement to hold a retail licence where the **Commission** has:
 - (i) determined that the entity will be treated as a water industry entity under section 108(3) of the **WI Act**; and
 - (ii) advised the entity that it is required to comply with this **industry code** (in whole or in part).
- 1.3.2 Notwithstanding clause 1.3.1, unless otherwise specified by the **Commission** this **industry code** will not apply to the sale and **supply** of a **retail service** to a **customer** in circumstances where:
- (a) the **residential customer**:
 - (i) takes **supply** of the **retail service** subject to agreed and documented non-standard terms and conditions; and
 - (ii) agrees in writing that this **industry code** will not apply in respect of the **supply of retail services** to it to the extent that the Code does not apply to that agreement; or

- (b) the **non-residential customer**:
 - (i) takes **supply** of the **retail service** subject to agreed and documented terms and conditions; and
 - (ii) agrees in writing that this **industry code** will not apply in respect of the **supply of retail services** to it; or
 - (c) the **non-residential customer** commenced taking **supply** of the **retail service** prior to the commencement of this **industry code** subject to agreed and documented terms and conditions and continues to take **supply** subject to those terms and conditions.
- 1.3.3 The period for which this **industry code** will not apply to the sale and **supply** of **retail services** to a **customer** under clause 1.3.2 is limited to the period for which each of the requirements of that clause continue to be met.

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

- 1.4.1 A **retailer** must, when asked by a **customer**, free of charge for the first request:
- (a) send to that **customer** within 10 **business days** a copy of this **industry code** (and any amendments from time to time which materially affect a **customer's** rights, entitlements or obligations); and
 - (b) a copy of the **customer sale contract** applicable to that **customer** and any amendments from time to time.
- 1.4.2 A **retailer** may impose a reasonable charge for subsequent requests.

1.5 Other Acts, industry codes and guidelines

- 1.5.1 Not all aspects of a **retailer's** obligations are regulated by this **industry code**; a **retailer's** obligations and some aspects of the relationship between a **customer** and a **retailer** are also affected by:
- (a) Acts of Parliament and regulations made under those Acts of Parliament;
 - (b) the water licence held by the **retailer**;
 - (c) **industry codes** made by the **Commission** from time to time;
 - (d) and any guidelines or rules made by the **Commission** from time to time; and
 - (e) the obligations owed to **customers** under contracts (provided that these contractual obligations are not inconsistent with this Code, or the other obligations outlined in this clause 1.5.1).

2 Provisions for low-risk retailers

2.1 Low-risk retailers

- 2.1.1 Low-risk **retailers** supply **retail services** that may be paused without **critical impact** to **customers** or **consumers**. They include (but are not limited to) **retailers** supplying water to irrigate parklands or open space, for example.
- 2.1.2 **Retailers** that hold a current written confirmation from the **Commission** that they satisfy the description of a low-risk **retailer** set out in clause 2.1.1 do not need to comply with the requirements set out in this **industry code** other than the requirements set out in this clause 2 (inclusive).
- 2.1.3 Low risk **retailers** must have a contract with each **customer**, which may be a **standard contract** or a non-standard contract with agreed and documented terms and conditions that address, at a minimum:
- (a) the type and nature of **retail services** provided including quality, safety and reliability standards;
 - (b) contract termination;
 - (c) applicable fees and charges;
 - (d) tariff changes;
 - (e) arrangements for billing and payment;
 - (f) provisions for dispute resolution;
 - (g) provisions for restrictions, disconnections and reconnection; and
 - (h) confidentiality and privacy.
- 2.1.4 The **Commission** may, in its absolute discretion, revoke any written confirmation that a **retailer** satisfies the description of a low-risk **retailer** by providing notice in writing. If written confirmation is revoked, the **retailer** must then comply with all requirements set out in this **industry code**.

3 Customer sale contracts

3.1 Standard terms and conditions

- 3.1.1 A **retailer** must adopt a **standard contract** published by the **Commission**, as attached to this **industry code** as Schedule 4, in respect of its **residential customers**.
- 3.1.2 A **retailer** may adopt a **standard contract** published by the **Commission** as attached to this **industry code** as Schedule 4, in respect of its **non-residential customers**.
- 3.1.3 A **retailer** must obtain the written approval of the **Commission** before it makes an amendment to a **standard contract** and must publish the amended terms and conditions in accordance with the requirements of section 36 of the **WI Act**.
- 3.1.4 Unless otherwise agreed by the parties, clause 3.1.1 will not apply to a **retailer** in circumstances where that retailer:
 - (a) charges a **residential customer** for **retail services** as a component of a rate notice issued under the *Local Government Act 1999* for as long as this statutory charging arrangement continues; or
 - (b) supplied a **retail service** to a **residential customer** under an agreement made before 1 July 2015 for as long as that agreement is in force.
- 3.1.5 The **Commission** may, by notice in writing to a **retailer**, require the **retailer** to amend its **standard contract** in accordance with the requirements of section 36 of the **WI Act**.
- 3.1.6 A **retailer** must, on request by a **customer** or a potential **customer**, provide that **customer** with a copy of the **standard contract**, free of charge.
- 3.1.7 If a **customer** has already received a copy of the **standard contract** and requests another copy within a 12-month period, a **retailer** may impose a reasonable charge for providing that copy.

3.2 Terminations

- 3.2.1 A **retailer** must confer on each of its **customers** the right to effect termination of their **customer sale contract** by providing at least 3 **business days'** notice.
- 3.2.2 A **retailer** may not terminate a **standard contract** with a **customer** unless one of the following applies:
 - (a) **supply** to the relevant **supply address** has been disconnected in accordance with the terms of the **standard contract** and the **customer** no longer has a right to be reconnected under clause 9;
 - (b) the **customer** is no longer the owner of the **supply address** and the **retailer** has entered into a **contract** with the new owner; or
 - (c) circumstances beyond the **retailer's** 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 the **supply address** are no longer available.
- 3.2.3 A **retailer** must inform a **customer** of any fees or charges that a **customer** will remain liable for under the *Local Government Act 1999* or *Roxby Downs (Indenture*

Ratification) Act 1982 including but not limited to where the **customer** requests a disconnection under clause 8.4 or termination under clause 3.2.1.

3.2.4 All **customer** and **retailer** rights, duties and obligations accrued before the end of a **standard contract** continue despite the end of that **standard contract**.

3.2.5 A **customer's** right to dispute a bill under clause 6.11 and recover overcharged amounts in accordance with clause 6.13 continues despite the termination of a **standard contract**.

3.3 Force majeure event

- 3.3.1 If, but for this clause, a **retailer** or a **customer** would breach their **customer sale contract** due to the occurrence of a **force majeure event**:
- (a) the obligations of the **retailer** or the **customer**, other than an obligation to pay money, under their **customer sale contract** are suspended to the extent to which they are affected by the **force majeure event** for so long as the **force majeure event** continues; and
 - (b) the **retailer** or the **customer** must use its **best endeavours** to give the other prompt notice of that fact including full particulars of the **force majeure event**, an estimate of its likely duration, the obligations affected by it and the extent of its effects on those obligations and the steps taken to remove, overcome or minimise those effects.
- 3.3.2 If the effects of a **force majeure event** are widespread the **retailer** will be deemed to have given a **customer** prompt notice if it makes the necessary information available by way of a 24-hour telephone service within 30 minutes of being advised of the **force majeure event** or otherwise as soon as practicable.
- 3.3.3 A **retailer** may agree with a **customer** that the **retailer** is not to have the benefit of clause 3.3.1 in respect of any **force majeure event**.
- 3.3.4 A **retailer** or a **customer** 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.
- 3.3.5 Nothing in clause 3.3.1 requires a **retailer** or a **customer** to settle an industrial dispute which constitutes a **force majeure event** in any manner other than the manner preferred by that **retailer** or a **customer**.

4 Customer information obligations

4.1 Online presence

- 4.1.1 A **retailer** must develop and maintain an online presence (for example, a website or social media page) to accessibly provide information to and communicate with **customers** and **consumers** as required by this **industry code**.

4.2 Commission fact sheets

- 4.2.1 A **retailer** must publish, in a readily accessible location online, links to each small-scale water and sewerage **retail service** fact sheet published by the **Commission**.
- 4.2.2 A **retailer** must provide a hard copy or electronic copy of the small-scale water and sewerage **retail service** fact sheet/s to a **customer** or, where relevant, **consumer**, free of charge, within 10 **business days** of the request.

4.3 Customer Charter

- 4.3.1 A **retailer** must, on and from a date notified by the **Commission**:
- (a) adopt a Customer Charter published by the **Commission**, as attached to this **industry code** as Schedule 5; and
 - (b) submit any proposed modifications to a Customer Charter adopted under clause 4.3.1(a) to the **Commission** for written approval prior to publication of that Customer Charter in accordance with clause 4.3.2.
- 4.3.2 A retailer must:
- (a) advise a **customer** of the availability of its Customer Charter as soon as practicable, and in any event, no later than the issue of the first bill;
 - (b) ensure that a copy of the current version of its Customer Charter is published online, in a readily accessible location and that any amended version is published prior to the amendments coming into effect;
 - (c) prominently display its Customer Charter in those parts of the **retailer's** offices to which **customers** regularly have access; and
 - (d) send a copy of the current version of its Customer Charter, or a summary document approved by the **Commission**, to a **customer** or **consumer** on request and free of charge as soon as practical following a request to do so.
- 4.3.3 The **Commission** may review the Customer Charter from time to time.

4.4 Enquiries, complaints and dispute resolution

- 4.4.1 The **retailer** must participate in an **industry ombudsman** scheme.
- 4.4.2 A **retailer** must, within three months of being granted a licence (commencing from the day that the **licence** is granted), have in place and adhere to **customer** and **consumer** enquiry, complaint and dispute resolution procedures which, at a minimum, must ensure that the basic procedures of Guidelines for complaint

management in organisations, such as AS 10002:2022 (or any standard which supersedes this standard) are followed.

- 4.4.3 The **licensee** must make its current enquiry, complaint and dispute resolution procedures available online in a readily accessible location and provide information about the existence and operation of its complaint and dispute resolution procedures if requested to do so by a **customer** or **consumer**.
- 4.4.4 Any amended version of the procedures must be published prior to the amendments coming into effect.
- 4.4.5 A **retailer's** procedures under clause 4.4.2 may be reviewed by the **Commission** at its discretion, from time to time.

4.5 Customer communications

- 4.5.1 If a **retailer** is required under this **industry code** to provide or issue any document, bill or notice to a **customer** or **consumer** and that **customer** or **consumer** has advised the **retailer** of a preferred form of communication, then, provided the preferred form of communication is reasonably practicable, the **retailer**:
- (a) must send or issue that document, bill or notice to the **customer** or **consumer** using that preferred form of communication for that purpose, unless otherwise required under this **industry code** or under law;
 - (b) must have in place appropriate communication facilities to allow **customers** or **consumers** to contact them by using the **customer's** or **consumers** preferred form of communication; and
 - (c) must cease using the **customer's** or **consumer's** preferred form of communication at the **customer's** or **consumer's** request and substitute it with an alternative form of communication that is reasonably practicable.
- 4.5.2 Where a **retailer** provides a document, bill or notice to a **customer** or **consumer** electronically, that document, bill or notice must be readily accessible so as to be useable for subsequent reference (for example, as a PDF document or a reusable link).
- 4.5.3 If a **customer** receives **retail services** at two or more **supply addresses**, they may nominate a separate method of communication for each separate **supply address**.
- 4.5.4 If a **customer** or **consumer** does not advise the **retailer** of a preferred form of communication, the **retailer** must deliver any document, bill or notice in hard copy to the **supply address**.
- 4.5.5 Unless otherwise specifically required under this **industry code**, a reference to writing includes any form of direct written communication nominated by a **customer** or **consumer** (such as email or text message).
- 4.5.6 A **retailer** must revert to alternative means of communication where the electronic mail address provided by the **customer** or **consumer** indicates that the message has failed to deliver to the **customer** or **consumer** and resend any communications which failed to deliver.

4.6 Accessible communications

- 4.6.1 A **retailer** must provide access to multi-lingual services for languages common to the relevant **customer** base to meet the reasonable needs of its **customers**.
- 4.6.2 A **retailer** must provide access to its services using means common to the relevant **customer** base to meet the reasonably practicable needs of **customers** with specific needs, such as needs related to low levels of literacy and/or disability or impairment. In particular, a **retailer** must:
- (a) present bills, notices and other documents in a format that can be easily read and understood by **customers**;
 - (b) provide, on request by a **customer**, versions of bills, notices and documents, in alternative formats for **customers** with specific needs related to low levels of literacy and/or disability or impairment;
 - (c) provide alternatives to telephone communication for **customers** with specific needs related to disability or impairment; and,
 - (d) provide, on request and free of charge, a **customer** with a large print version of the current version of the **retailer's** Customer Charter.
- 4.6.3 The requirements of clauses 4.6.1 and 4.6.2 (inclusive) extend to **consumers**, in circumstances where a **retailer** is required to communicate with **consumers** under this **industry code**.

4.7 Price disclosure

- 4.7.1 A **retailer** must publish online and provide a copy to a **customer** or **consumer** upon request within 10 **business days** of that request (provided that the **retailer** need only satisfy one request per **customer** in any 12-month period):
- (a) a list of all prices charged by the **retailer** for the sale and **supply** of retail services;
 - (b) a list of all fees and charges by the **retailer** associated with the sale and **supply** of retail services;
 - (c) the amount of all fees and charges under clause 4.7.1(b) or the methods or policies applicable for the calculation of those fees and charges; and
 - (d) any fees or charges that a **customer** is liable for under *the Local Government Act 1999* or *Roxby Downs (Indenture Ratification) Act 1982* for the availability of access to a **retail service**.

4.8 Customer hardship policy

- 4.8.1 A **retailer** must, within 3 months of being granted a licence:
- (a) adopt the customer hardship policy for **residential customers** developed and published by the Water Industry Minister in accordance with section 37 of the **WI Act**; or
 - (b) submit its modified hardship policy for **residential customers and consumers** to the **Commission**, for approval.

4.8.2 A **retailer** must:

- (a) publish a copy of the current version of its hardship policy and the information referred to in clause 4.8.2(c) online, in a readily accessible location;
- (b) prominently display the current version of its hardship policy and the information referred to in clause 4.8.2(c) in those parts of the **retailer's** offices to which its **residential customers** and **consumers** regularly have access;
- (c) publish online the Commission's Tenant Fact Sheet which includes information about how the hardship policy applies in different circumstances, including differences in how it applies to **residential customers** and **consumers**;
- (d) advise a **residential customer** or **consumer** of its hardship policy where:
 - (i) the **residential customer** or **consumer** informs the **retailer** in writing, by telephone or in person that the **residential customer** is experiencing payment difficulties;
 - (ii) a recognised welfare agency or accredited financial counsellor informs a **retailer** that the **residential customer** or **consumer** is experiencing payment difficulties due to hardship; or
 - (iii) the **retailer's** credit management processes indicate or ought to indicate to the **retailer** that non-payment of a bill or bills for **retail services** is due to the **residential customer** experiencing payment difficulties due to hardship; or
 - (iv) the **retailer** is proposing to install a flow restriction device in accordance with clause 7.3; and
- (e) send a copy of its hardship policy, or a summary document approved by the **Commission**, to a **residential customer** or **consumer** on request and free of charge as soon as practical following a request to do so

4.8.3 A **retailer** must submit any modifications to its hardship policy to the **Commission**, for approval.

4.9 Concessions, rebates or grants

4.9.1 A **retailer** must maintain information for **residential customers** and **consumers** information concerning the availability of current **concessions**, rebates or grants and the contact details for the government department responsible for the administration of that **concession**, rebate or grant.

4.9.2 A **retailer** must:

- (a) advise a new **residential customer** or **consumer** of the availability of the information in clause 4.9.1 as soon as practicable, and in any event, no later than the issue of the first bill;
- (b) ensure the information in clause 4.9.1 is published online, in a readily accessible location;

- (c) make the information in clause 4.9.1 available in those parts of the **retailer's** offices to which **residential customers** or **consumers** regularly have access; and
- (d) send a copy of the information in clause 4.9.1, to a **residential customer** or **consumer** on request and free of charge as soon as practical following a request to do so.

4.10 Leak monitoring and notification

- 4.10.1 Where a **retailer's** systems indicate, or ought to indicate, that there has been an abnormal change in the level of consumption of **water services** by a **customer**, the **retailer** must inform the **customer** as soon as reasonably practicable to allow the **customer** to identify any concealed leaks in the **customer's** infrastructure that could result in an unintended level of **water service** consumption. Examples of what may include abnormal changes include (but are not limited to) where a **customer's** water consumption for a particular quarter is more than double what it has previously been for that quarter in the previous two years.
- 4.10.2 The **retailer** must take reasonably practicable steps to develop and maintain systems and processes for identifying any abnormal change in the level of consumption of **water services** by a **customer**.

5 Retailer supply obligations

5.1 Customer connection policy

- 5.1.1 A **retailer** must use its **best endeavours** to provide timely and responsive service in relation to connection enquiries, applications and construction.
- 5.1.2 A **retailer** must advise a **customer** or potential **customer** in writing of any pre-conditions to connection when that **customer** or potential **customer** applies for a connection.
- 5.1.3 A **retailer** must, if requested by the **Commission**, develop a connection policy specifying the **retailer's** policy in respect of extending the water infrastructure or sewerage infrastructure at the request of a potential **customer**.
- 5.1.4 Where required under clause 5.1.3, a **retailer** must submit the connection policy, and any amendment to the connection policy, to the **Commission** for **written approval and written approval must be obtained prior to any amendments coming into effect.**
- 5.1.5 A **retailer** must make the connection policy available online and provide a copy to a **customer** upon request.

5.2 Quality, safety and reliability of supply

- 5.2.1 Where a **retailer** offers a **retail service** of a specified standard or quality the **retailer** must **supply** that **retail service** in accordance with all relevant health, environmental and other regulatory requirements.
- 5.2.2 Where a **retailer** needs to reclassify a **water retail service** from **drinking water** to **non-drinking water** or vice versa, it must notify **customers** that receive that **water retail service** as soon as practicable and in any case within one **business day**.
- 5.2.3 Where a **retailer** provides supply of **non-drinking water** as a **water retail service**, this must be identified on bills or rates notices.
- 5.2.4 A **retailer** must use its **best endeavours** to:
- (a) ensure that its actions do not interfere with the safe operation of the **network**;
 - (b) provide a reliable **supply** of retail services to a customer in accordance with **applicable regulatory instruments** and **applicable service standards**; and
 - (c) minimise the frequency and duration of **interruptions** or limitations to **supply**.
- 5.2.5 A **retailer** must have in place and adhere to policies, practices and procedures dealing with:
- (a) minimisation of the impact of **interruptions** or **limitations** to **retail services** and provision of information about **interruptions** or **limitations** to affected **customers**; and
 - (b) bursts, leaks, blockages or spills in respect of its sewerage infrastructure or water infrastructure.

- 5.2.6 A **retailer** must ensure the policies, practices and procedures referred to in clause 5.2.5 address how responses to **interruptions** or limitations to **retail services**, and responses to bursts, leaks, blockages and spills, are prioritised in order to minimise customer and community impact (including damage or potential damage to property).
- 5.2.7 A **retailer** must provide the **Commission** with details of events where action was required to be taken in accordance with its policies, practices and procedures under clause 5.2.5, upon request by the **Commission**
- 5.2.8 A **retailer** must provide a 24-hour emergency telephone service to enable a **customer** to:
- (a) notify the **retailer** of emergencies and faults; and
 - (b) ascertain details of any **interruption** to **supply**.

5.3 Information to be provided to customers

- 5.3.1 A **retailer** must provide a **customer** with at least 4 **business days'** notice of any **planned interruptions** to **supply** at the **supply address**. Notice given by a **retailer** must be provided in a manner that is likely to promptly be brought to the attention of the **members of public** where it is not practicable to send a notice in writing due to the number of **customers** affected. A **retailer** must specify the manner of notification in its interruption management procedures.
- 5.3.2 Except as otherwise provided under the **WI Act**, a **retailer** must provide a **customer** with at least 24 hours' notice of any entry to the **customer's supply address** for the purposes of connecting, disconnecting or restricting the **supply** of **retail services** or inspection, repair or testing of a water or sewerage installation.
- 5.3.3 At the request of a **customer**, a **retailer** must provide an explanation for any unplanned maintenance or **interruption** to **supply** of **retail services** to the **customer's supply address** and, if the **customer** requests that the information be in writing, the **retailer** must provide that information in writing within 10 **business days** of the request.

5.4 Powers under other Acts

- 5.4.1 Nothing in this **industry code** will prevent a **retailer** exercising any power, or obligation to comply with any direction, order or requirement under the *Emergency Management Act 2004*, *Essential Services Act 1981*, or the *State Emergency Services Act 1987*, or any other relevant legislation.

5.5 Retailer right of recovery for illegal use

- 5.5.1 If a **retailer** has undercharged or not charged a **customer** as a result of the **customer's** fraud or intentional consumption of **retail services** otherwise than in accordance with **applicable regulatory instruments**, the **retailer** may estimate the consumption for which the **customer** has not paid, using a **Commission** approved estimation method, and bill or take debt recovery action for all of that unpaid amount.

5.6 Service standards

- 5.6.1 A **retailer** must achieve all **applicable service standards** over the course of each financial year.
- 5.6.2 A **retailer** must keep sufficient records to monitor its performance level and to provide the information required under this clause
- 5.6.3 A **retailer** must report to the **Commission** concerning matters relating to performance in meeting **applicable service standards** during the previous financial year.
- 5.6.4 In particular, a **retailer** must report on the following matters:
 - (a) its performance against **applicable service standards** during the previous financial year;
 - (b) where an **applicable service standard** has not been met, the reason(s) for not meeting the **applicable service standard**, and any actions to be undertaken to improve the performance so the **applicable service standard** target is met in future financial years.
- 5.6.5 A report under this clause must be made in conformance with any requirements specified by the **Commission** in any **applicable regulatory instruments**.

6 Customer service obligations

6.1 Billing

- 6.1.1 A **retailer** must issue a bill to a **customer** at least quarterly.
- 6.1.2 Subject to clauses 6.4 and 6.5, a **retailer** must base a customer's bill for metered services on an **actual meter reading** of the relevant meter at a **customer's supply address**.
- 6.1.3 A **retailer** must issue a **customer's** bill (including physically sending the bill) within **20 business days** of the date of undertaking an **actual meter reading**.
- 6.1.4 A **retailer** and a **customer** may agree to a **billing cycle** with a regular recurrent period that differs from 6.1.1.
- 6.1.5 A **retailer** may issue a single bill containing charges for **water services** and **sewerage services**.
- 6.1.6 Where a **retailer** charges a **customer** for **retail services** as a component of a rate notice issued under the *Local Government Act 1999*, the rate notice must enable a **customer** to separately identify the cost of any **retail service** and must include the particulars in clause 6.1.7.
- 6.1.7 Subject to clause 6.1.8, a **retailer** must prepare a bill (**whether a new bill or a revised bill**) so that a **customer** can easily verify that the bill conforms to their **customer sale contract** (where relevant) and must include at least the following particulars on each bill:
 - (a) the **customer's** name and account number;
 - (b) the **customer's supply address** and any relevant other address;

- (c) the pay-by date, which must not be less than **23 calendar days** after the date the **retailer issues** the bill to the **customer** (including physically sending the bill), unless otherwise agreed with a **customer**;
- (d) the amounts due to the **retailer**;
- (e) the relevant fees, charges and tariffs applicable to the **customer** separately itemised;
- (f) the amount of any government **concessions** or rebates applicable to the **customer** separately itemised for each service;
- (g) the amount of any government-imposed charges or levies and details of the charge or levy;
- (h) a list of the available payment methods;
- (i) the telephone number for billing, payment enquiries and instalment payment options and information about help that is available if the **customer** is experiencing difficulties in paying;
- (j) a 24-hour contact telephone number for faults, emergencies and **force majeure events**;
- (k) the details of the existence and operation of the **industry ombudsman** scheme and the current contact details (telephone and website) for the current **industry ombudsman** (unless a **retailer** charges a **customer** for **retail services** as a component of a rate notice issued under the *Local Government Act 1999*);
- (l) the amount of arrears or credit, and the total of any payments made by the **customer** since the last bill was issued;
- (m) for **retail services** that are metered:
 - (i) the date of the last meter reading or estimate for relevant **retail services** and the number of days since the previous reading or estimate, or enable the calculation of the number of days the bill covers;
 - (ii) the estimated date of the next meter reading;
 - (iii) the meter readings, metering data or estimates for the bill for **retail services**;
 - (iv) consumption, or estimated consumption, for **water services** in units used (kilolitre (kL)); and
- (n) for bills issued to **residential customers**, a reference to the availability of relevant government **concessions** and rebates;
- (o) any other information prescribed by **applicable regulatory instruments**.

6.1.8 A **retailer** may issue a bill to a **customer** in a different form to 6.1.7 where approval has been provided in writing by the **Commission**.

6.1.9 Where a **customer** has not paid a bill by the pay-by date and the **retailer** has sent a reminder notice, the reminder notice must state the date on which the reminder

notice period ends (which must not be less than 17 calendar days after the date the notice is issued, including physically sending the reminder notice).

6.2 Charging for paper bills

6.2.1 The **retailer** must not implement or impose any charge or fee for the issue of paper bills in respect of its **customers** (including, but not limited to, charges or fees directed toward reimbursing any costs incurred by the **retailer** for issuing paper bills) unless the **retailer** has satisfied the requirements of clause 6.2.2.

6.2.2 A **retailer** may charge a **customer** (other than an exempt **customer** as determined in accordance with this clause) to issue a paper bill, provided all of the following requirements are met:

- (a) the **customer** has been advised of the option to receive bills via an alternative method that is free of charge (for example, an electronic bill);
- (b) at least 12 months' notice is provided to the **customer** in writing before the charge is introduced for the first time;
- (c) the charge is clearly identified and itemised on the **customer's** bill;
- (d) the **retailer** has previously established and currently maintains an exemption scheme that allows relevant **customers** to receive a paper bill free of charge. Relevant **customers** include those that:
 - (i) are currently registered for a **concession**;
 - (ii) are experiencing **financial hardship**;
 - (iii) don't have any reasonably practicable access to the internet;
 - (iv) require special bill formats; and/or
 - (v) any other types of **customer** as determined by the **retailer**.
- (e) the **retailer** has used its **best endeavours** to identify relevant **customers** listed in (d) and apply the charge exemption without the relevant **customer** needing to apply to the exemption program; and
- (f) information about the exemption scheme and the application process is published in a prominent place online.

6.3 Historical billing data

6.3.1 A **retailer** must keep a **customer's** billing data for at least 5 years.

6.3.2 Where a **customer** requests, and the data is available, a **retailer** must, within 10 **business days** of that request, send to the **customer** free of charge the **customer's** billing data appearing on the **customer's** bills for a **supply address** for the previous 2 years (from the date of the request).

6.3.3 Where a **customer** requests billing data before the period stated in clause 6.3.2 (ie data going back more than 2 years from the date of the request), a **retailer** must use its **best endeavours** to send that data to the **customer** within 20 **business days** of

the request and may impose a reasonable charge for providing that data to recover its reasonable costs in responding to the request.

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

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

6.3.5 A request made by a **consumer** under clause 6.3.4 must be dealt with by the **retailer** in the timeframes set out in clause 6.3.2 and clause 6.3.3 (as the case may be) after receipt of the evidence required in clauses 6.3.4 (a) and (b).

6.4 Actual meter reads

6.4.1 A **retailer** must ensure that there is an **actual meter read** of relevant meters by the **retailer** at a **customer's supply address** at least once every 12 months.

6.5 Estimated bills

6.5.1 Where a **retailer** is unable to base a **customer's** bill on an **actual meter read**, the **retailer** may provide the **customer** with an estimated bill based on what the **retailer** considers is the most appropriate of the following methods in the relevant circumstances:

- (a) the customer's prior usage at that supply address for the corresponding period (for example, for the same quarter of a different year)
- (b) where the **customer** does not have a prior usage history at that **supply address**, the average usage by a comparable **customer** over the corresponding period, or
- (c) an estimation method as previously approved in writing by the **Commission**.

6.5.2 When the **retailer** issues a **customer** with an estimated bill it must publish a notice in a prominent location on that bill advising that the bill is based on an estimated reading of the meter.

6.5.3 Where a **retailer** has provided a **customer** with an estimated bill and the meter is subsequently read, if that meter reading demonstrates that the **customer** has been undercharged and the **retailer** seeks to recover the amount of the undercharging, then, whether or not the undercharging occurred as a result of an act or omission of

the retailer, the retailer must only recover the amount undercharged in accordance with clause 6.12.

6.5.4 Where the **retailer** has provided a **customer** with an estimated bill, and the meter is subsequently read, the **retailer** must include an adjustment on the next bill to take account of the **actual meter read**.

6.5.5 Where a **customer** has denied access to a meter for the purpose of reading that meter and subsequently requests the **retailer** to replace an estimated bill with a bill based on a reading of the meter, the **retailer** must comply with that request but may charge the **customer** any reasonable costs it incurs in doing so.

6.6 Where a tariff or tariff type has changed

- 6.6.1 Where during a **billing cycle** a **customer** changes from one type of tariff to another type of tariff, the **retailer** must (if it is necessary to do so due to the change in the type of tariff applying to that **customer**):
- (a) obtain a meter reading at the time the type of tariff changes; and
 - (b) calculate the **customer's** bill using the type of tariff applying during the period prior to and after the date of the meter reading referred to in clause 6.6.1(a).
- 6.6.2 Where during a **billing cycle** the tariff rate or charge applying to a **customer** changes, the **retailer** must calculate the bill on a pro rata basis using:
- (a) the old tariff rate or charge up to and including the date of change; and
 - (b) the new tariff rate or charge from the date of the change to the end of the **billing cycle**.
- 6.6.3 Where the **retailer** offers alternative tariffs or tariff options and a **customer**:
- (a) applies in writing to the **retailer** to transfer from that **customer's** current tariff to another tariff; and
 - (b) demonstrates to the **retailer** that it satisfies all of the conditions relating to that other tariff.
 - (c) the **retailer** must transfer the **customer** to that tariff within 10 **business days** of satisfying those conditions.
- 6.6.4 Where a **customer** transfers from one tariff type to another, in accordance with clause 6.6.3, the effective date of the transfer will be:
- (a) the date on which the last meter reading at the old tariff is obtained; or
 - (b) where the transfer requires a change to the meter at the **customer's supply address**, the date the meter change is completed.

6.7 Payment methods

- 6.7.1 A **retailer** must offer at least the following payment methods to its **customers**:
- (a) in person;
 - (b) by mail;

- (c) by direct debit under a payment arrangement agreed by the **customer**, the **retailer** and an **ADI** nominated by the **customer**; and
 - (d) Centrepay for **residential customers**.
- 6.7.2 If a **customer** pays the **retailer's** bill by cheque, direct debit from an account with an **ADI** or by credit card and the payment is dishonoured or reversed, which results in the **retailer** incurring a fee, the **retailer** may recover from the **customer** the amount of that fee only if the fee is incurred in line with the agreed payment arrangement.
- 6.7.3 Nothing in this **industry code** prevents a **retailer** from providing payment options in addition to those specified in this clause.

6.8 Flexible payment arrangements

- 6.8.1 A **retailer** must offer **residential customers** and **small business customers** experiencing payment difficulty (whether self-identified or as identified by the **retailer**) at least the following payment options:
- (a) payment in advance facilities;
 - (b) flexible payment arrangements under which **residential customers** are given more time to pay a bill or to pay arrears (including any restriction, disconnection or restoration charges); and
 - (c) redirection of the **residential customer's** bill as requested by the **residential customer**.
- 6.8.2 A **retailer** does not have to provide the options described in 6.8.1 where a **customer** has illegally used **retail services**.

6.9 Payment difficulties

- 6.9.1 A **residential customer** who may be experiencing payment difficulty (whether self-identified or identified by the **retailer**, or identified through a third-party referral) must be provided with the Hardship Fact Sheet published by the **Commission** and any relevant additional information about:
- (a) the **retailer's** flexible payment arrangements;
 - (b) the **retailer's** **residential customer** hardship policy;
 - (c) government **concessions**, rebates or grants; and
 - (d) independent financial and other relevant counselling services.
- 6.9.2 A **retailer** does not have to provide the information described in 6.9.1 where a **customer** has illegally used **retail services**.

6.10 Long absence or illness

- 6.10.1 Where a **residential customer** is unable to arrange payment due to illness or long absence, the **retailer** must offer without imposing any fee or charge:
- (a) payment in advance facilities; and/or
 - (b) redirection of the **residential customer's** bill as reasonably requested by the **residential customer**.

6.11 Billing disputes

- 6.11.1 A **retailer** must review a **customer's** bill when asked by that **customer**.
- 6.11.2 A **retailer** must inform the **customer** of the outcome of that review as soon as reasonably possible and, in any event, within 30 **business days**.
- 6.11.3 Where a **retailer** is reviewing a bill, the **retailer** may require the **customer** to pay:
- (a) the greater of:
 - (i) that portion of the bill under review that the **customer** and the **retailer** agree is not in dispute; or
 - (ii) an amount equal to the average amount of the **customer's** bills in the previous 12 months (excluding the bill in dispute); and
 - (b) any future bills that are properly due.
- 6.11.4 Where a **customer** requests that, in reviewing the bill, the meter reading or metering data be checked or the meter tested, the **retailer** must, as the case may be, arrange for a:
- (a) check of the meter reading or metering data; or
 - (b) test of the meter.
- 6.11.5 The **customer** must pay the **retailer** in advance the **retailer's** reasonable charge for checking the meter reading, metering data or for testing the meter.
- 6.11.6 A **retailer** must ensure that any test required under clause 6.11.4 is completed within a reasonable time.
- 6.11.7 Where, after conducting a review of the bill, a **retailer** is satisfied that it is:
- (a) correct, the **retailer** may require the **customer** to pay the amount of that bill which is still outstanding; or
 - (b) incorrect, the **retailer**:
 - (i) must correct the **customer's** bill;
 - (ii) must refund (or set off against the amount in (iii)) any fee paid in advance under clause 6.11.5;
 - (iii) may require the **customer** to pay the amount of that bill which is still outstanding, and the pay by date must not be less than 23 calendar days from when the corrected bill was issued (including physically sending the corrected bill); and
 - (iv) must advise the **customer** of the existence of its dispute resolution processes under clause 4.4.

- 6.11.8 Where the **customer** advises the **retailer** that it is not satisfied with the **retailer's** decision, the **retailer** must inform the **customer** that they may lodge a dispute with the **industry ombudsman**.
- 6.11.9 A **retailer** must include a link to the Tenants Fact Sheet published by the **Commission** about what **consumers** that are not **customers** can do if they have a query about or wish to dispute a bill.

6.12 Undercharging

- 6.12.1 Subject to clause 6.12.3, where a **retailer** has undercharged a **customer** as a result of an act or omission of the **retailer**, it may recover from the **customer** the amount undercharged.
- 6.12.2 Where a **customer** has failed to allow access to the relevant **supply address** for the purposes of meter reading for 12 months or more a **retailer** may recover all undercharged amounts once an **actual meter read** has occurred.
- 6.12.3 Where a **retailer** proposes to recover an amount undercharged as a result of the **retailer's** error, the **retailer** must:
- (a) in relation to retail services which are metered, limit the amount to be recovered to the amount undercharged in the **9** months prior to the meter reading date on the last bill sent to the **customer**;
 - (b) in relation to unmetered services, limit the amount to be recovered to the amount undercharged in the **9** months prior to the error being advised in writing to the **customer**;
 - (c) list the amount to be recovered as a separate item in a special bill or in the next bill, together with an explanation of that amount;
 - (d) not charge the **customer** interest on that amount; and
 - (e) if the **customer** requests it, offer the **customer** time to pay that amount by agreed instalments, over a period nominated by the **customer** being no longer than:
 - (i) the period during which the undercharging occurred (if the undercharging occurred over a period of less than **9** months); or
 - (ii) in any other case, **9** months.

6.13 Overcharging

- 6.13.1 Where a **customer** has been overcharged as a result of an act or omission of a **retailer**, the **retailer** must inform the **customer** accordingly within 10 **business days** of the **retailer** becoming aware of that error and:
- (a) credit that amount to the **customer's** next bill; or
 - (b) if the **customer** has ceased to purchase retail services from that **retailer**, pay that amount to the **customer** within 10 **business days**.

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

6.14 Debt recovery

- 6.14.1 A **retailer** must not commence proceedings for the recovery of a debt relating to the sale and **supply** of **retail services** from a **residential customer** if:
- (a) the **residential customer** continues to adhere to the terms of a flexible payment plan or other agreed payment arrangement; or
 - (b) the **retailer** has failed to comply with the requirements of its hardship policy in relation to that **residential customer**; or
 - (c) a flow restriction device **is currently installed** in accordance with clause 7.3.

6.15 Limitation on charging call-out fees

- 6.15.1 A **retailer** must not charge any call-out fee or impose any other charge to investigate a potential network fault regardless of whether the issue is ultimately determined to be a network fault or a fault on the **customer's** side of the meter.

7 Restriction of water supply

7.1 Restriction warning notices

- 7.1.1 Prior to commencing action to restrict the **supply** of water to a **customer**, a **retailer** must issue a **restriction warning** notice to a **customer** that:
- (a) states the date of its issue;
 - (b) states the matter giving rise to the potential restriction of the **customer's supply address**;
 - (c) where the notice has been issued for not paying a bill:
 - (i) state the date on which the **restriction warning** notice period ends; and
 - (ii) state that payment of the bill must be made during the **restriction warning** notice period; and
 - (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 the **customer** to rectify the matter before restriction will or may occur; and
 - (e) informs the **customer** of applicable restoration procedures and (if applicable) that a charge will be imposed for restoration; and
 - (f) includes details of the **retailer's** telephone number for complaints and disputes; and
 - (g) includes details of the existence and operation of **the industry ombudsman**.

7.2 Prohibitions on water service flow restriction

- 7.2.1 A **retailer** must not arrange for the **supply** of a **residential customer's** water services to be restricted:
- (a) where the **retailer** is undertaking debt recovery action against the **residential customer**;
 - (b) where the **retailer** sells and supplies the **retail service** to the **residential customer** in accordance with the terms of a **residential customer** hardship policy under clause and the **residential customer** is adhering to those requirements;
 - (c) for non-payment of a bill where the amount outstanding is less than an amount approved by the **Commission** and the **residential customer** has agreed with the **retailer** to repay that amount;
 - (d) where the **contact person** or **secondary contact** has advised the **retailer** that a person ordinarily residing at the **supply address** is dependent on designated **life support equipment** in accordance with the provisions of clause 11 of this Code and the required **medical confirmation** is either pending or has been provided
 - (e) where a **residential customer** has made a complaint, directly related to the reason for the proposed flow restriction, to the **industry ombudsman** and the complaint remains unresolved;

- (f) where the **residential customer** has formally applied for assistance from a government department responsible for the administration of a **concession, rebate or grant**, and a decision on the application has not been made and/or is subject to internal review or appeal;
- (g) where the **residential customer** continues to adhere to the terms of a **flexible payment plan** or other agreed payment arrangement;
- (h) where the **retailer** has been informed or has reliable information which reasonably suggests that the **supply address** is occupied by a **consumer** that is not a **customer**;
- (i) after 3.00pm on a **business day**;
- (j) on a Friday, on a weekend, on a public holiday or on the day before a public holiday, except in the case of a **planned interruption**; or
- (k) it is a day of total fire ban declared by a relevant authority in the area in which the **supply address** is located.

7.2.2 A **retailer** must not arrange for the supply of a **non-residential customer's water services** to be restricted:

- (a) where the **retailer** is undertaking debt recovery action against the **non-residential customer**;
- (b) for non-payment of a bill where the amount outstanding is less than an amount approved by the **Commission** and the **non-residential customer** has agreed with the **retailer** to repay that amount;
- (c) where a **non-residential customer** has made a complaint, directly related to the reason for the proposed flow restriction, to the **industry ombudsman** or another external dispute resolution body and the complaint remains unresolved;
- (d) where the **non-residential customer** continues to adhere to the terms of a **flexible payment plan** or other agreed payment arrangement;
- (e) where the **supply address** is occupied by a **consumer** that is not a **customer** of the retailer;
- (f) after 3.00pm on a **business day**;
- (g) on a Friday, on a weekend, on a public holiday or on the day before a public holiday, except in the case of a **planned interruption**; or
- (h) it is a day of total fire ban declared by a relevant authority in the area in which the **supply address** is located.

7.3 Ability to restrict water services

7.3.1 A **retailer** may arrange for the restriction of the **supply** of **water services** to a **residential customer** where the **residential customer** has:

- (a) not paid a bill or bills by the due date;
- (b) not agreed to another payment option to pay a bill;

- (c) not adhered to the **residential customer's** obligations to make payments in accordance with the payment option relating to the payment of bills in 6.8.1(b);
- (d) not complied with the terms of its hardship policy under clause 4.8 resulting in the **residential customer's** removal from that program;

not allowed entry to a water industry officer appointed under the **WI Act** for purposes consistent with carrying out duties in accordance with **applicable regulatory instruments**; or

- (e) used the **water services** illegally.

7.3.2 A **retailer** may arrange for the restriction of the **supply** of **water services** to a **non-residential customer** where the **non-residential customer** has:

- (a) not paid a bill or bills by the due date;
- (b) not allowed entry to a water industry officer appointed under the **WI Act** for purposes consistent with carrying out duties in accordance with **applicable regulatory instruments**; or
- (c) used the **water services** illegally.

7.4 Obligations prior to restricting water services

7.4.1 Before arranging for the restriction of **supply** of **water services** to a **residential customer's supply address** for failure to pay a bill or bills, a **retailer** must have:

- (a) used its **best endeavours** to contact the **residential customer** personally either by:
 - (i) telephone;
 - (ii) mail;
 - (iii) electronic mail;
 - (iv) visiting the property; or
 - (v) any other method approved or required by the **Commission** from time to time;
- (b) given the **residential customer** information about the terms of its **residential customer** hardship policy and assessed the **residential customer's** eligibility for participation in its hardship program;
- (c) given the **residential customer** any information concerning the availability of current **concessions**, rebates or grants and the current contact details for the government department responsible for the administration of that **concession, rebate or grant**;
- (d) given the **residential customer** a reminder notice;
- (e) after the expiry of the period referred to in the reminder notice (which must not be less than 17 calendar days after the date the notice is issued (including physically sending the notice)), given the **residential customer** a written **restriction warning** with 5 **business days'** notice of its intention to

arrange for the restriction (the 5 **business days** shall be counted from the **date of receipt** of the **restriction warning**); and

- (f) advised the **residential customer** of the existence and operation of the **industry ombudsman**.

7.4.2 Before arranging for the restriction of **supply** of **water services** to a **non- residential customer's supply address** for failure to pay a bill or bills, a **retailer** must have:

- (a) used its **best endeavours** to contact the **non-residential customer** personally either:
 - (i) by telephone;
 - (ii) by mail;
 - (iii) by electronic mail; or
 - (iv) by any other method approved or required by the **Commission** from time to time;
- (b) offered the **non-residential customer** an extension of time to pay on terms and conditions (which may include the payment of interest approved by the **Commission** from time to time);
- (c) given the **non-residential customer** a reminder notice; and
- (d) after the expiry of the period referred to in the reminder notice, given the **non-residential customer** a written **restriction warning**, with 5 **business days'** notice of its intention to arrange for the restriction (the 5 **business days** shall be counted from the **date of receipt** of the **restriction warning**); and
- (e) advised the **non-residential customer** of the existence and operation of the **industry ombudsman**.

7.5 Immediate restrictions by retailers

7.5.1 Subject to compliance with the requirements of clause 7.4, a **retailer** may restrict the **supply** of **water services** to a **supply address** immediately if the **customer**:

- (a) has refused or failed to accept the offer before the expiry of the 5 **business days** period in the **restriction warning**; or
- (b) has accepted the offer, but has refused or failed to take any reasonable action towards settling the debt before the expiry of the 5 **business days** period in the **restriction warning**.

7.6 Minimum restricted water flow rate

7.6.1 The restriction of the **supply** of **water services** to a **supply address** under clause 7.3 may reduce the **supply** of **water** to no less than the minimum flow rate prescribed by the **Commission** by notice in writing from time to time.

8 Disconnections

8.1 Prohibition on disconnection of sewerage services

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

8.2 Prohibition on disconnection of water services

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

8.3 Permitted disconnections

- 8.3.1 Subject to any public health and safety requirements or technical restraints which affect the **retail service** provided by a **retailer**, a **retailer** may only arrange for disconnection of a **customer's retail services** if a **customer** has:

- (a) requested that disconnection;
- (b) used the **retail services** illegally; or
- (c) refused entry to a water industry officer appointed under the **WI Act** for the purposes of meter reading or other purpose consistent with carrying out duties in accordance with **applicable regulatory instruments**.

- 8.3.2 For the avoidance of doubt this clause does not limit the ability of a **retailer** to act under any other provision of the **WI Act** or other State or Commonwealth legislation that expressly allows the **retailer** to make a disconnection in specified circumstances.

8.4 Customer request for final account or disconnection

- 8.4.1 If a **customer** requests the **retailer** to arrange for the preparation and issue of a final bill for, or, subject to clause 8.3, the disconnection of, the **customer's supply address**, the **retailer** must use its **best endeavours** to arrange for that final bill (in circumstances where final bills can be issued) or disconnection in accordance with the **customer's** request.

- 8.4.2 A **retailer** must inform a **customer** of any fees or charges that **customer** will remain liable for under the *Local Government Act 1999* or the *Roxby Downs (Indenture Ratification) Act 1982* notwithstanding a disconnection under this clause.

9 Restoration of supply

9.1 Retailer and customer obligations

- 9.1.1 Where a **retailer** has disconnected or restricted the **supply** of **water services** to a **supply address** in accordance with clause 7 or clause 8, the **retailer** must use its **best endeavours** to arrange for the reconnection or removal of flow restriction within a time agreed with the **customer**, subject to:
- (a) the reasons for the disconnection or restriction being rectified by the **customer**; and
 - (b) the **customer** first paying the **retailer's** reasonable charge for reconnection or removal of water flow restriction, if any.
- 9.1.2 Where, under clause 9.1, a **retailer** is obliged to arrange for the reconnection or restoration of the **supply** of **water services** to that **supply address** and the **customer** has satisfied the requirements of that clause:
- (a) before 12 pm on a **business day**, the **retailer** must use its **best endeavours** to arrange for the reconnection on the day of the request and, in any event, by the next **business day**; or
 - (b) after 12 pm on a **business day**:
 - (i) the **retailer** must use its **best endeavours** to arrange for the reconnection on the day of the request (where the **customer** pays the **retailer's** reasonable charge for after-hours **connection**) and, in any event, by the end of the next **business day**; or
 - (ii) where the **retailer** informs the **customer** that reconnection or restoration on the same day is not possible, the after-hours fee does not apply, and the **retailer** must use its **best endeavours** to arrange for the reconnection by the end of the next **business day**.

9.2 Waiver of reconnection fee for hardship customer

- 9.2.1 A **retailer** must not charge a **residential customer** a restoration fee where that **residential customer** is experiencing **financial hardship** and should have been identified as eligible for the **retailer's** residential hardship program, so long as the **residential customer** agrees to participate in the **retailer's** residential hardship program upon restoration.

10 Minimum requirements for assisting customers affected by family violence

10.1 Family violence policy

- 10.1.1 A **retailer** must adopt the **Commission's** model family violence policy, or an alternative family violence policy with the prior written approval of the **Commission**.

10.2 Information for customers

- 10.2.1 A **retailer** must publish in a visible and readily accessible place online a summary of the **family violence** protections available to **affected customers** under this Part.
- 10.2.2 The information must include, but is not limited to, information on at least two government-recognised external **family violence** support services.
- 10.2.3 A **retailer** must review the currency of the **family violence** information provided online at least once every two years.

10.3 Ability of retailer staff to assist affected customers

- 10.3.1 A **retailer** must ensure that the persons identified in this clause are provided with appropriate training, instruction or resources so as to enable them, on an ongoing basis, to:
- (a) understand the nature and consequences of **family violence**;
 - (b) identify and engage appropriately and effectively with **affected customers**; and
 - (c) assist **affected customers** in accordance with the **retailer's** obligations under this clause and its **family violence** policy.
- 10.3.2 For the purposes of clause 10.3.1, the persons identified in this clause are any person (including but not limited to, employees, agents and contractors) acting on behalf of a **retailer** who:
- (a) interacts with **customers**;
 - (b) is responsible for the direct management or supervision of a person identified in this clause; and/or
 - (c) is responsible for systems and processes that guide interactions with **customers**.

10.4 Account security

- 10.4.1 In this clause "confidential information" refers to any information that may be used to identify or locate an **affected customer**, including but not limited to, information about their whereabouts, contact details, or financial or personal circumstances and "any other person" includes (but is not limited to), a person who is or has previously been a joint account holder with an **affected customer** and/or any other family members.
- 10.4.2 Notwithstanding any other requirement in obligations imposed by the **Commission** from time to time, the **retailer** must not disclose or otherwise provide access to

confidential information about an **affected customer** to any other person or entity, without the consent of the **affected customer** (unless required by law).

- 10.4.3 A **retailer's** information technology security and work procedures must limit access to the **affected customer's** account to only those staff who have a legitimate need to access it as part of their duties.

10.5 Method of communication

- 10.5.1 The **retailer** must take reasonable steps to obtain the **affected customer's** preferred method of communication and communicate with the **affected customer** using only the preferred method of communication. If the **affected customer's** preferred method of communication is not reasonably practicable, the **retailer** must offer alternative secure methods of communication to the **affected customer**.

- 10.5.2 Where a method of communication is agreed between the **retailer** and the **affected customer**, the **retailer** must:

- (a) keep a record of any agreed method of communication;
- (b) only communicate with the **affected customer** using the agreed method; and
- (c) use only the agreed method of communication for the purposes of providing information.

10.6 Customer service

- 10.6.1 A **retailer** must establish a secure process designed to avoid the need for an **affected customer** to repeatedly disclose or refer to their experience of **family violence** when they engage with the **retailer** (where that **affected customer** has consented to their circumstances being noted) by:

- (a) establishing a method for readily identifying the account of a **customer** who has been identified as an **affected customer**; and
- (b) communicating with an **affected customer** in a manner that is safe, respectful and appropriate having regard to the needs of **affected customers**.

10.7 External support

- 10.7.1 A **retailer** must publish online and keep up to date a list of government recognised external **family violence** support services.

- 10.7.2 A **retailer** must advise an **affected customer** of the list of external **family violence** support services at a time and in a manner that is safe, respectful and appropriate given the **affected customer's** circumstances.

10.8 Evidence

- 10.8.1 A **retailer** may only seek documentary evidence to support claims of **family violence** when considering debt management and recovery.

- 10.8.2 Any documentary evidence sought in accordance with this clause, must be limited to that which is reasonably required by the **retailer** for the purposes of considering debt management and recovery.

10.8.3 A **retailer** must develop and maintain information technology security and work procedures to limit access to documentary evidence to support claims of **family violence** to those staff who have a legitimate need to access this information as part of their duties.

10.9 Implementation of family violence provisions

10.9.1 A **retailer** must establish, implement and continually maintain procedures to ensure compliance with all requirements of this clause by 1 July 2028, and must use its **best endeavours** to do so by 1 July 2027.

10.10 Operation of family violence provisions

10.10.1 Where the requirements of this clause (inclusive), are inconsistent or in conflict with any other obligations under this Code or the **retailer's** internal processes or procedures, then in matters involving **customers** experiencing **family violence**, the requirements of this clause (inclusive) will prevail to the effect of any inconsistency.

11 Life support protections

11.1 Application

- 11.1.1 The life support protections apply to a **retailer** in respect of the **supply address** of a **residential or non-residential customer** where a person who uses **life support equipment** resides at the **supply address**.
- 11.1.2 For the purposes of these life support protections "**life support equipment**" is defined as:
- (a) a dialysis machine; or
 - (b) any other equipment that a **registered medical practitioner** certifies is required for a person at the relevant **supply address**.

11.2 Contact person and secondary contact

- 11.2.1 For the purposes of these life support protections a **contact person** is a person who advises a **retailer** that a person who resides at a **supply address** requires the use of **life support equipment**. A **contact person** may include:
- (a) the customer for the **supply address**;
 - (b) a person who is residing at the **supply address**;
 - (c) a carer or close relative of the person residing at the **supply address** who requires **life support equipment**;
 - (d) a **registered medical practitioner** of the person residing at the **supply address** who requires **life support equipment**; and/or
 - (e) a person who has power of attorney or guardianship of the person residing at the **supply address** who requires **life support equipment**.
- 11.2.2 A **contact person** may nominate any person to be a **secondary contact** to receive and respond to communications about life support protections on their behalf (either instead of the **contact person**, or as an additional person to receive and respond to communications).
- 11.2.3 If a **contact person** asks a **retailer** to remove a **secondary contact** from that role, the **retailer** must not notify the **secondary contact** that they have been removed if the **contact person** so requests.
- 11.2.4 If a **secondary contact** asks a **retailer** to be removed from that role, the **retailer** must advise the **secondary contact** to consider notifying the **contact person**, but the **retailer** must not notify the **contact person** directly to advise them that the **secondary contact** has been removed if the **secondary contact** so requests.
- 11.2.5 If a **secondary contact** is removed from their role, then the **retailer** must, from this point onwards, contact the **contact person** or any alternative **secondary contact** for any communications required under this Code.
- 11.2.6 If a life support notification is made by a **contact person** who is not the **customer** for the **supply address**, then a **retailer** is not required or authorised under this Code to notify the **customer** (unless the **customer** is also a **secondary contact**).

11.2.7 Further, if a life support notification is made by a **contact person** and/or a **secondary contact** who is not a **customer**, then a **retailer** may satisfy any requirements or obligations of this Code by only communicating directly with **contact person** and/or a **secondary contact** and is not required to also communicate with the **customer** regarding life support matters.

11.3 Medical confirmation

11.3.1 For the purposes of these life support protections, a “**registered medical practitioner**” is defined as a person currently registered under the *Health Practitioner Regulation National Law (South Australia) Act 2010*, other than as a student.

11.3.2 For the purposes of these life support protections, “**medical confirmation**” is defined as a signed and dated certification from a **registered medical practitioner** which states that a person residing at a **supply address** requires a specified type of **life support equipment** from a specified date.

11.3.3 **Medical confirmation** must at a minimum specify:

- (a) details of the person that requires **life support equipment** (name, phone number, and email address) and the **supply address/es** where they reside;
- (b) the type of **life support equipment** required, including whether it requires electricity and/or gas and/or water, and the date from which the life support equipment is required; and
- (c) details of the **registered medical practitioner** (name, address, signature, and registration number), and the date of the **medical confirmation**.

11.4 Information for new customers

11.4.1 Following entering into any agreement to supply a new **customer** (including, but not limited to circumstances where the standard contract in section 36 of the **WI Act** applies), the **retailer** must provide the new **customer** with written information about the ability to access life support protections.

11.4.2 This written information required in clause 11.4.1 must be provided as soon as reasonably practicable and in event within 5 **business days**.

11.4.3 The written information required in clause 11.4.1 must include a request for the customer to share the written information with any other people residing at the **supply address**.

11.4.4 Additionally, **retailers** must publish and maintain online information about the ability to access life support protections.

11.5 Notification, registration and immediate protections

11.5.1 Upon notification by a **contact person** that a person at the **supply address** requires **life support equipment**, the **retailer** must make immediate arrangements to:

- (a) register the **supply address** as requiring life support protections and note the date from which the **life support equipment** is required in a life support register;
- (b) provide, within 5 **business days**, written information (for example, a fact sheet) to the relevant **contact person** and/or any applicable **secondary**

contact, using their preferred form of written communication (if advised) providing:

- (i) confirmation of registration
 - (ii) information about life support protections and the **retailer's** obligations
 - (iii) advice that there may be **planned interruptions** and **unplanned interruptions** at the **supply address**
 - (iv) advice that there will not be notice of **unplanned interruptions**
 - (v) advice to prepare a plan of action in the case of an **unplanned interruption** if the person who uses **life support equipment** continues to reside at the **supply address**
 - (vi) information to assist the person to prepare a plan of action
 - (vii) an emergency telephone contact number
 - (viii) an explanation about the process and information requirements for providing **medical confirmation**
 - (ix) an explanation of the consequences of not **providing medical confirmation**
 - (x) a request that the relevant contact person, and/or any applicable secondary contact inform the retailer if the person requiring life support equipment at the **supply address** vacates the **supply address** and/or no longer requires the **life support equipment**
 - (xi) request that, where life support registration applies to a temporary or transient occupancy at a **supply address**, that defined start and end dates be provided to the **retailer**, noting that continuous residency is not required to access life support protections (for example, life support protections are available to persons who reside at a **supply address** for two nights per week over a one-year period), and
 - (xii) advice, when applicable, for the **contact person** to also notify the energy **retailer/s** of the **supply address** of the fact that the **life support equipment** is required at the **supply address**.
- (c) provide the life support protections from the time of notification, pending receipt of **medical confirmation**, and once **medical confirmation** is provided, in accordance with clause 11.5.1(e);
 - (d) provide at least 4 **business days'** written notice directly to the relevant **contact person** and/or any applicable **secondary contact** in hard copy and using their preferred form of written communication (if advised) of any **planned interruptions** to supply at the **supply address** (with the 4 **business days** to be counted from the date of receipt of the notice); and
 - (e) not arrange for disconnection or restriction of the **supply address** while a person requiring **life support equipment** resides at that **supply address**, except as required for **emergencies** or otherwise required by law.

11.5.2 Where a person requiring **life support equipment** resides at more than one **supply address** (eg children in shared custody), each relevant **supply address** must be

registered for life support protections provided the relevant **contact person** and/or any applicable **secondary contact**, provides any other reasonably required information to the **retailer** (ie the address of the other **supply address**).

11.6 Medical confirmation process

- 11.6.1 The **retailer** must provide at least 75 **business days** for the relevant **contact person** and/or **secondary contact** to submit medical confirmation that a person at the **supply address** requires life support **equipment**.
- 11.6.2 The **retailer** must, at least once between 10 **business days** after first requesting the **medical confirmation** and 20 **business days** before it is due, contact the relevant **contact person** and/or **secondary contact** to remind them of the requirement to provide the **medical confirmation** and to address any queries they may have.
- 11.6.3 After the expiry of the 75 **business day** period if the **medical confirmation** is not received, then within 5 **business days**, a **retailer** must issue a deregistration warning notice, specifying a date at least 15 **business days** after that notice, advising that after that date the **supply address** may be deregistered if **medical confirmation** is not provided.
- 11.6.4 The **retailer** is not required to accept **medical confirmation** for the purposes of this Code, that is more than 4 years old (from the date that it is signed by the **registered medical practitioner** to the date that it is provided to the **retailer**).
- 11.6.5 If a person who requires **life support equipment** and has provided valid **medical confirmation** in accordance with clause 11.6 moves to a new **supply address**, the **retailer** must register that new **supply address** without seeking further **medical confirmation**.

11.7 Deregistration

- 11.7.1 A deregistration warning notice must include the following information:
- (a) an explanation of the need to provide **medical confirmation** to continue to receive the life support protections
 - (b) confirmation that the relevant **contact person** and/or **secondary contact** has a period of at least 15 **business days** (from the date that the deregistration warning notice is sent) to provide the **medical confirmation** required
 - (c) an explanation of the consequences of not providing **medical confirmation** by the required date, being that the life support protections will no longer apply to the **supply address** and that the **supply of water** to the **supply address** may be restricted (in accordance with the requirements of the standard contract and any other applicable legal obligations), and
 - (d) provide the relevant **contact person** and/or **secondary contact** with a telephone number or email address to contact the **retailer** and/or the deregistration warning notice.
- 11.7.2 If **medical confirmation** is not provided within the required timeframes, the **retailer** may, but is not required to, deregister the **supply address**, provided that it has complied with all of the timing, notice and contact requirements of clause 11.6 and

after taking into account individual circumstances, risks and any other legal responsibilities.

11.7.3 **Retailers** must make a record of the reason(s) for not deregistering a **supply address** if **medical confirmation** has not been provided and maintain that record for as long as the **supply address** remains on the life support register.

11.7.4 If the relevant **medical confirmation** is not provided within the required timeframes under clause 11.6, and the **retailer** chooses to deregister the **supply address** and to cease to provide life support protections, then the **retailer** must deregister the premises within 5 **business days** after the period to provide the **medical confirmation** included in the deregistration warning notice (which as per clause 11.7.1 must be at least 15 **business days**) has expired.

11.8 Yearly check ins

11.8.1 For the purposes of these life support protections “**annual written confirmation notice**” means a written notice sent to the relevant **contact person** and/or **secondary contact** requesting the information set out in clause 11.8.2 below.

11.8.2 **Retailers** must on an annual basis (commencing after the anniversary date of the full first year of the registration of the **supply address** as requiring life support protections under clause 11.5), and/or after an expected end date of a temporary period of occupancy notified under clause 11.5.1, send either a **annual written confirmation notice** or have a conversation with the relevant **contact person** and/or **secondary contact** requesting the following information and/or reminders:

- (a) any updates to contact information
- (b) whether the **life support equipment** is still required at the **supply address**
- (c) a reminder of the need to have a back-up plan for **unplanned interruptions**, and
- (d) contact details for any queries about the **annual written confirmation notice** (if applicable).

11.8.3 Where a **retailer** chooses under clause 11.7 to not deregister the **supply address** despite not being provided with **medical confirmation** and maintains the registration of the **supply address**, then the **retailer** must on an annual basis (commencing from the date that the retailer first makes the decision to not deregister the **supply address**) either:

- (a) make and maintain a written record confirming the reason(s) for maintaining the **supply address** despite **medical confirmation** not being provided, or alternatively,
- (b) write to the **relevant contact** and/or **secondary contact** to request that **medical confirmation** is provided (following the process set out in clause 11.6 and 11.7 and noting that if the **medical confirmation** is not provided that the **supply address** may be deregistered in accordance with the requirements of this Code).

11.9 Cessation of life support protections

- 11.9.1 The **retailer** may deregister the **supply address** if advised in writing by a **registered medical practitioner** that **life support equipment** is no longer required. This deregistration may only occur after the warning notice period in clause 11.9.3 has expired.
- 11.9.2 The **retailer** must deregister the **supply address** within 5 **business days** (after the warning notice period in clause 11.9.3 expires) if advised by the relevant **contact person** and/or **secondary contact**, that a person requiring **life support equipment** has vacated the **supply address** or no longer requires the **life support equipment**.
- 11.9.3 In each of the circumstances in clauses 11.9.1 and 11.9.2 above, before deregistration occurs, the **retailer** must send a deregistration warning notice to the relevant **contact person** and/or **secondary contact** providing 15 **business days'** notice period that the **supply address** will be deregistered.

11.10 Confidentiality

- 11.10.1 Where a **retailer** obtains and maintains any medical information regarding any person, the **retailer** must comply with any applicable legal restrictions regarding the use, storage or disclosure of the information (for example, under any other State or Commonwealth legislation that applies to the **retailer**).

11.11 Record keeping

- 11.11.1 Unless otherwise specified, where a **retailer** is required to do something under the life support requirements in this Code (for example to send a communication to a person and/or to make and maintain records), it must keep records to establish that this has been done for a period of at least 2 years after the event occurs.

Schedule 1 – Definitions

Actual meter read	means a reading of: (a) a relevant meter at a customer's supply address, taken by a retailer (including by their agent or subcontractor) in accordance with all applicable regulatory instruments; (b) metering data for a relevant meter at the customer's supply address determined in accordance with applicable regulatory instruments; or (c) a reading of a relevant meter at the customer's supply address undertaken and recorded by a customer, and accepted by the retailer
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>Legislation Interpretation Act 2021 (SA)</i>
affected customer	refers to a customer experiencing or impacted by family violence (as identified either through self-disclosure, by disclosure from an external party with experience or expertise in providing family violence support services, for example, including but not limited to, a family violence counsellor and/or a financial counsellor, or as reasonably suspected by the retailer)
applicable regulatory instruments	means any Act or regulatory instrument made under an Act, or any industry code , guideline or other regulatory instrument issued by the Commission , which applies to a retailer
applicable service standards	means any service standard established under a retail licence, an industry code , a guideline, customer sale contract or as advised by the Commission in writing from time to time and includes the service standards set out in Schedule 3 to this industry code
best endeavours	means to act in good faith and use all reasonable efforts, skill and resources
billing cycle	means the regular recurrent period for which a customer receives a bill from a retailer
business day	means a day that is not a Saturday, a Sunday or a public holiday in the State of South Australia
Commission	means the Essential Services Commission established under <i>the Essential Services Commission Act 2002</i>
concession	means a South Australian Government water or sewerage concession (or any alternative Government concession scheme that replaces this scheme)
connected	means that there is a physical link between the connection at a supply address and the network through which a retail service is provided
connection	means the agreed point of supply at which a customer receives a retail service from a network
consumer	has the same meaning as it has in the <i>Water Industry Act 2012</i> (as amended from time to time)

contact person	means a person who advises a retailer that a person who resides at a supply address requires the use of life support equipment , in accordance with clause 11.2.1
critical impact	means a disruption that prevents or impairs customers or consumers from accessing their primary water service (whether of drinking water or non-drinking water) or sewerage service to the extent that it adversely effects domestic or business activities
customer sale contract	means the agreed terms and conditions on which a retailer sells and supplies a retail service to a customer and, where the context requires, includes a standard contract
customer	has the meaning given to that term in the WI Act , namely a person who owns land in relation to which a retail service is provided and includes: (a) where the context requires, a person seeking the provision of a retail service; and (b) in prescribed circumstances, a person supplied with retail 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
date of receipt	means, in relation to the receipt by a customer of a notice or other requirement to provide information to a customer under this Code (including a restriction or disconnection warning) given by a retailer : (a) in the case where the retailer or a person engaged by them (such as a process server) physically hands the notice to the customer, the date that the retailer or person engaged by them does so; (b) in the case where the retailer sends a notice by facsimile or by electronic mail before 5pm on a business day, on that business day, otherwise on the next business day; (c) in the case where the retailer leaves the notice at the customer's supply address before 7:00 pm the date the retailer does so, otherwise on the next business day; (d) in the case where the retailer sends the notice by post, including by registered mail or express post, a date 5 business days after the date the retailer sent the notice.
drinking water	has the same meaning as it has in the <i>Safe Drinking Water Act 2011</i> (as amended from time to time)
emergency	means the actual or imminent occurrence of an event which in any way endangers or threatens to endanger the safety or health of any person, or the maintenance of power system security, in the State of South Australia, or which destroys or damages, or threatens to destroy or damage, any property in the state of South Australia
ESC Act	means the <i>Essential Services Commission Act 2002 (SA)</i>

family violence	means “domestic abuse” within the meaning of the <i>Intervention Orders (Prevention of Abuse) Act 2009 (SA)</i> (as amended from time to time); “This includes, for example, abusive behaviour by one person against another, within an intimate relationship such as marriage, domestic partnership cohabitation, dating, or within a family including across generations, and/or if they are related according to Aboriginal or Torres Strait Islander kinship rules or are both members of some other culturally recognised family group. Domestic/family violence takes many forms including physical and sexual violence, verbal abuse, threats and intimidation, emotional and social abuse, economic deprivation and property damage. The abusive behaviour is aimed at power and control through fear.”
financial hardship	means a circumstance of experiencing a lack of financial means, that may be either ongoing or temporary, but does not include circumstances where a person chooses not to meet a liability for an unpaid debt
force majeure event	means an event outside the control of a retailer or a customer , the occurrence of which could not be reasonably foreseen or, if it could be reasonably foreseen, could not reasonably have been guarded against
industry code	includes any industry code made by the Commission under section 28 of the ESC Act from time to time
industry ombudsman	means the Ombudsman appointed under the scheme approved by the Commission in accordance with the provisions of the <i>Water Industry Act 2012</i> , currently being the Energy and Water Ombudsman SA
interruption	includes a planned or unplanned outage that interrupts or restricts the supply of retail services
network	means any infrastructure (as defined in the <i>Water Industry Act 2012</i>) through which a reticulated retail service is supplied
non-drinking water	means water other than drinking water
non-residential customer	means a customer other than a residential customer
planned interruption	means an interruption to or curtailment of supply or service to a customer where at least 4 business days’ notice is provided
residential customer	means a customer which acquires retail services primarily for domestic purposes
restriction warning	means a notice issued by a retailer to warn a customer that the customer’s supply address will or may have the supply of water services restricted
retail service	has the meaning given to that term in the <i>Water Industry Act 2012</i> and includes a water service and a sewerage service
retailer	means the holder of a licence issued by the Commission under the <i>Water Industry Act 2012</i> and, where the context requires, includes a person within the meaning of clause 1.3.1(b)

secondary contact	means any person nominated by a contact person (as defined in clause 11.2.1 of this industry code) to receive and respond to communications about life support protections on their behalf (either instead of the contact person , or as an additional person to receive and respond to communications) in accordance with clause 11.2.2 of this industry code
sewerage service	has the meaning given to that term in the <i>Water Industry Act 2012</i>
small business customer	means a customer who obtains water retail services at a supply address which is not primarily used as a residential premises, but the customer operates a business or commercial undertaking at the relevant supply address and employs fewer than 15 full-time employees A retailer must act on a customer's identification of being a small business customer unless there is a reasonable basis to determine that they are not a small business customer
standard contract	means the approved terms and conditions for the sale and supply of a retail service as published in accordance with section 36 of the <i>Water Industry Act 2012</i>
supply	means the physical provision of a retail service
supply address	means: (a) the address for which a customer purchases a retail service from a retailer where there is only one connection at that address; or (b) where there is more than one connection at the address, each connection through which the customer purchases a retail service from the same retailer
unplanned interruption	means an interruption to, or curtailment of supply or service to a customer where less than 4 business days' notice is provided
water service	has the meaning given to that term in the <i>Water Industry Act 2012</i>
WI Act	means the <i>Water Industry Act 2012</i>

Schedule 2 – Interpretation

In this Code, unless the context otherwise requires:

- (a) headings and footnotes are for convenience or information only and do not affect the interpretation of this Code;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency;
- (e) a reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns;
- (f) a reference to any statute regulation, proclamation, order in council, ordinance or by-law includes all statutes, regulations, proclamations, orders in council, ordinances or by-laws varying, consolidating, re-enacting, extending or replacing them and a reference to a statute includes all regulations, proclamations, orders in council, ordinances, by-laws and determinations issued under that statute;
- (g) a reference to a document or a provision of a document includes an amendment or supplement to, or replacement of or novation of, that document or that provision of that document; and
- (h) an event which is required under this code to occur on or by a stipulated day which is not a business day may occur on or by the next business day.

Schedule 3 – Service standards

This Schedule commences on 1 July 2028 (with reporting commencing from 1 July 2027) and will remain in effect until varied or revoked by the Commission

Basic minimum service standard
Water
Response to water quality issues Water quality service requests are assessed by field staff and have resolution or a plan of action communicated to the affected customer/s within 48 hours.
Response to high priority breaks and leaks Water network breaks and leaks with high impact on customers or the community are attended by field crews, with a plan of action communicated to the affected customer/s, within 5 hours.
Response to low priority breaks and leaks Water network breaks, leaks and boundary events with low to medium impact on customer/s or the community are attended by field crews, with a plan of action communicated to the affected customer/s, within 15 calendar days.
Restoration of unplanned interruptions Unplanned interruptions to a water service are restored within 12 hours.
Sewerage
Response to interruptions, blockages and overflows Sewerage service events (interruptions, blockages, and overflows) are attended by field crews, with a plan of action communicated to the affected customer/s, within 4 hours.
Restoration of sewerage services Sewerage services are restored following interruptions and blockages within 18 hours.
Clean-up of sewer overflows Sewer overflows (inside a customer's building, outside a building on a customer's property, and external to a customer's property) are cleaned up within 8 hours.
Connections
Application responsiveness Network connection applications processed within 25 business days.
Water connection timeliness Water network connections constructed within 35 business days.
Sewer network connection timeliness Sewer network connections constructed within 50 business days.
Customer service
Complaint responsiveness Customer and community complaints are responded to within 10 business days.
Complaint escalation No more than 10 percent of customer and community complaints are escalated to the industry Ombudsman.

Schedule 4 – Standard contract

To be published as part of final decision.

CONSULTATION

Schedule 5 – Customer charter

To be published as part of final decision.

CONSULTATION

This **industry code** was made by the **Commission** pursuant to Part 4 of the *Essential Services Commission Act 2002*, to take effect on and from the date notified in the Gazette.

Adam Wilson

Chief Executive Officer and Commission authorised signatory

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Date

XX XXXX 2027

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