



WHYALLA

Standard Terms and Conditions for the Supply of Drinking Water to Fitzgerald Bay

*These standard terms and conditions are published in accordance with section 36 of the Act. These standard terms and conditions will come into force on **01 April 2023** and, when in force, the terms will, by law, be binding.*

1. THE PARTIES

1.1 These **terms and conditions** apply to:

The Corporation of the City of Whyalla (ABN 44 753 313 064) of **PO Box 126, WHYALLA SA 5600** (referred to as “we”, “our”, or “us”); and

Any **Customer** as defined in the **Act** receiving the supply of a **water retail service** in Fitzgerald Bay (referred to as “you” or “your”)

2. DEFINITIONS

2.1 Words appearing in **bold** type like this are defined in Schedule 1 to these **terms and conditions**.

3. SERVICES PROVIDED UNDER THESE TERMS AND CONDITIONS

3.1 These **terms and conditions** covers the sale and supply by us of a **water retail service** to your **supply address**.

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

4. DOES THIS DOCUMENT APPLY TO YOU?

4.1 This document applies to you if:

- (a) your **supply address** receives, or will receive upon successful connection, our **water retail service** and you have not agreed to different **terms and conditions** with us;
- (b) you currently receive, or will receive upon successful connection, our **water retail service** with **special characteristics** relevant to the provision of that **water retail service**; or
- (c) you are required to pay us an **availability charge** under the **Regulations** but only for the purposes of clauses 7, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 28, 31 and 32 of these **terms and conditions**.

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

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

5. CLASSIFICATION OF CUSTOMER CLASS

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

6. COMMENCEMENT

6.1 If you are an existing **customer**, these **terms and conditions** will start on the day this document comes into force by publication under the provisions of the Act.

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

6.3 If you are an existing **customer** receiving a **water retail service** from us and you are charged for that **water retail service** as a component of a rate notice issued under the Local Government Act 1999, these **terms and conditions** will start on the day following the termination of that statutory charging arrangement.

6.4 If you are a new **customer**, these **terms and conditions** starts on the date you apply for a connection in writing, satisfying all relevant pre-conditions and providing all required information.

- 6.5 If you are a person who becomes the registered proprietor of a **supply address** and clause 6.2 or 6.3 does not apply to you, these **terms and conditions** starts upon transfer of ownership of that **supply address** to you.

7. TERMINATION

- 7.1 These **terms and conditions** will cease to apply if:
- (a) the supply of the **water retail service** to your **supply address** has been disconnected in accordance with other provisions of these **terms and conditions** and you no longer have a right to be reconnected in accordance with clause 27;
 - (b) you are no longer the owner of the **supply address**; or
 - (c) circumstances beyond our reasonable control mean that the **water reticulation network** and/or the **dual reticulation recycled water network** necessary to provide the **water retail service** to your **supply address** are no longer available.
- 7.2 All rights and obligations accrued before the **terms and conditions** ceased to apply continue, including your obligation to pay any amounts due to us.
- 7.3 Your right to dispute a bill under clause 17 and recover amounts we have overcharged you in accordance with clause 19 continue despite the **terms and conditions** ceasing to apply.

8. WHAT YOU HAVE TO DO TO RECEIVE CONNECTION?

- 8.1 When you apply for a **water retail service** at your **supply address** we may require you to satisfy some pre-conditions. We will explain any pre-conditions that may apply to you when you apply to us for a **water retail service**.
- 8.2 Our obligation to sell or supply you with a **water retail service** at your **supply address** does not start until you satisfy our pre-conditions.

9. YOUR GENERAL OBLIGATIONS

- 9.1 Infrastructure:
- (a) You must arrange for all infrastructure, on your side of the **connection point** to be properly maintained (which includes ensuring any work to be undertaken is done so by an appropriately licensed plumber)
 - (b) If installation of internal **infrastructure**, at your **supply address** is reasonably required in order for us to provide you a **water retail service** then you must arrange for that **infrastructure** to be installed in compliance with any **applicable regulatory instruments** and by an appropriately licensed plumber.
 - (c) Once install you will provide a site map showing location of the meter; and
 - (d) Keep the meter clear of vegetation and other hazards.

9.2 Illegal use of water retail services:

- (a) You must only use the **water retail service** provided by us for lawful purposes and, if you are found to be illegally using our **water retail service**, or otherwise consuming our **water retail service** not in accordance with these **terms and conditions** or **applicable regulatory instruments**, we may:
 - (i) estimate the consumption for which **you** have not paid using an approved estimation method and bill **you** for that amount;
 - (ii) recover that amount from **you**, as well any costs associated with estimating the consumption; and
 - (iii) disconnect **your supply address** immediately.
- (b) By illegally using our **water retail service**, clauses 14 and 16 will not apply to you.

10. FEES AND CHARGES

10.1 Any **fees and charges** associated with the sale and supply of a **water retail service** to you are set out in the **Price List** published from time to time and available on our website (whyalla.sa.gov.au).

10.2 Changes in **fees and charges**

- (a) We have the right to change our **fees and charges** from time to time.
- (b) Any changes to **fees and charges** applicable to you will be re-published in the Gazette in accordance with section 36 of the **Act** and will be set out in the **Price List** published on our website.

10.3 GST

- (a) Amounts specified in our **Price List**, subject to amendment from time to time, and other amounts payable under these **terms and conditions** may be stated to be exclusive or inclusive of GST. Clause 10.3(b) applies unless an amount is stated to include GST.
- (b) Where an amount paid by you under these **terms and conditions** is payment for a “taxable supply” as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

11. TARIFF CHANGES

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

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

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

12. BILLING

- 12.1 We will use our **best endeavours** to issue you a bill at least quarterly.
- 12.2 We may enter into an agreement with you to a different billing cycle with a regular recurrent period that differs to clause 12.1.
- 12.3 If we charge you for a **water retail service** as a component of a rate notice issued under the Local Government Act 1999, the rate notice will separately identify the cost of the **water retail service** and will include the particulars in clause 12.5.
- 12.4 We will prepare a bill so that you can easily verify that the bill conforms to these **terms and conditions** and it will include at least the particulars required by the **Code**, except in circumstances permitted by **ESCOSA**.
- 12.5 Unless otherwise agreed with you, you must pay the amount shown on each bill by the date for payment (the pay-by date). The pay-by date will be no earlier than 12 **business days** from the date we send the bill.
- 12.6 If you have not paid a bill by the pay-by date, we will send you a reminder **notice**. This will give you a further pay-by date which will not be less than 6 **business days** after we issue the **notice**.

13. PAYMENT METHODS

- 13.1 The payment methods we offer will be listed on your bill and are subject to change from time to time. At a minimum we will offer you the ability to pay your bills:
- (a) in person,
 - (b) by mail,
 - (c) by BPay, or
 - (d) by **Centrepay** (for residential customers).
- 13.2 If you pay us by cheque from an account with an **ADI** or by credit card and the payment is dishonoured or reversed, which results in us incurring a fee, we may recover the amount of that fee from you.

14. FLEXIBLE PAYMENT ARRANGEMENTS

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

15. PAYMENT DIFFICULTIES

15.1 If you are experiencing payment difficulty, we will provide you with information about:

- (a) Our flexible payment arrangements;
- (b) Our **residential customer hardship policy**;
- (c) Government concessions; and
- (d) Independent financial and other relevant counselling services.

16. HARDSHIP POLICY

16.1 We offer a **Hardship Policy** to all our **residential customers** only.

16.2 Pursuant to the **Hardship Policy** we will:

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

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

17. BILLING DISPUTES

17.1 If you disagree with the amount you have been charged, you can ask us to review your bill in accordance with our **Enquiries, Complaints and Dispute Resolution Process** under clause 28.

17.2 We will review your bill and inform you of the outcome of that review as soon as reasonably possible and, in any event, within 30 **business days**.

17.3 Where we are reviewing a bill, we may require you to pay:

- (a) the greater of:

- (i) that portion of the bill under review that we agree is not in dispute; or
 - (ii) an amount equal to the average amount of your bills in the previous 12 months (excluding the bill in dispute); and
- (b) any future bills that are properly due.

17.4 Where, after conducting a review of the bill, we are satisfied that it is:

- (a) correct, we may require you pay the amount of that bill which is still outstanding; or
- (b) incorrect, we:
 - (i) will correct your bill;
 - (ii) will refund (or set off against the amount in clause 17.4(b)(iii) any fee paid in advance;
 - (iii) may require you pay the amount of that bill which is still outstanding; and
 - (iv) will advise you of the existence of our **Enquiries, Complaints and Dispute Resolution Process** under clause 25.

17.5 If you advise us that you are not satisfied with our decision, we will inform you that you may lodge a dispute with:

- (a) our external dispute resolution body; or
- (b) the **industry ombudsman** scheme (if we are a participant in that scheme).

18. UNDERCHARGING

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

18.2 Where any amount undercharged is as a result of an act or omission on our part we will recover only the amounts owed to us in the 12 months prior to us advising you in writing that there has been an error.

18.3 We will list the amount to be recovered as a separate item in a special bill or on the next bill, together with an explanation of that amount.

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

19. OVERCHARGING

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

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

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

20. DEBT RECOVERY

20.1 We will not commence proceedings for the recovery of a debt relating to the sale and supply of a **water retail service** by us if:

- (a) you continue to adhere to the terms of a flexible payment plan or other agreed payment arrangement; or
- (b) we have failed to comply with the requirements of:
 - (i) our **Hardship Policy** in relation to you; or
 - (ii) these **terms and conditions** relating to non-payment of bills, payment plans and providing assistance to **residential customers** experiencing payment difficulties; or
- (c) you currently have a flow restriction device installed at the relevant **supply address** in accordance with clause 23.

21. INTERRUPTIONS

21.1 We will use our **best endeavours** to minimise the frequency and duration of interruptions or limitations to supply of your **water retail service**.

21.2 We may interrupt the supply of your **water retail service** in the following instances:

- (a) for maintenance;
- (b) for repair;
- (c) for augmentations to the **network**;
- (d) in the event of emergencies; or
- (e) for health and safety reasons.

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

21.4 Where a planned interruption is required, we will use our **best endeavours** to provide you with at least **4 business days'** notice prior to planned works that will cause an interruption to your **water retail service**. This notice will be in writing where practicable but may be by radio or newspaper.

22. QUALITY, SAFETY AND RELIABILITY OF SUPPLY

22.1 Quality

- (a) Where your **water retail service** comprises of drinking **water**, we will provide that drinking water in accordance with all relevant health, environmental and other **applicable regulatory requirements**.
- (b) Our obligation under in clause 22.1(a) is limited to the extent that such quality is adversely affected by your actions or equipment and the terms of these **terms and conditions**.

- (c) Where your **water retail service** comprises non-drinking water (including **recycled water**) we will provide such a **water retail service** on the basis that such **water** is not intended for human consumption and otherwise may only be used for purposes as advised by us. If such a **water retail service** is provided by us, it will be supplied in accordance with all relevant health, environmental and other **applicable regulatory requirements** applicable to non-drinking **water**.
- (d) If we need to reclassify your **water retail service** from drinking water to non-drinking water or vice versa, we will do so only in accordance with **applicable regulatory instruments** and notify you immediately if reclassification is to occur.

22.2 Reliability

- (a) We will use our **best endeavours** to provide you with a **water** flow rate to meet your reasonable needs. Please note that, for some **customers**, the flow rate may not be sufficient for all purposes without the provision of additional on-site **water** infrastructure. You are responsible for arranging and covering the costs of such additional onsite **water** infrastructure, which must be installed by an appropriately licensed plumber.
- (b) We will notify you under clause 22.3 if, due to the **special characteristics** of your **water retail service**, we are unable to provide you with such a flow rate.

22.3 Water retail service with special characteristics

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

23. LIFE SUPPORT EQUIPMENT

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

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

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

23.3 Once we are notified under this clause, but subject to clause 23.1(b), we will:

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

24. RESTRICTIONS

24.1 Residential Customers

- (a) If you are a **residential customer**, we may, subject to compliance with the **Code**, arrange for the restriction of the supply of your **water retail service** to you where:
 - (i) you have not paid a bill or bills within the required timeframes;
 - (ii) you have not agreed to an offer of a flexible payment plan under clause 14 or another payment option to pay a bill;
 - (iii) you have not adhered to your obligations to make payments in accordance with the flexible payment plan or another payment option relating to the payment of bills;
 - (iv) you have not complied with the terms of our **Hardship Policy** referred to in clause 16 resulting in you being removed from that hardship program;
 - (v) you have not allowed entry to a water industry officer appointed under the **Act** for the purposes consistent with carrying out duties in accordance with **applicable regulatory instruments**; or
 - (vi) you have used the **water retail service** illegally.
- (b) Before undertaking any arrangements for the restriction of supply of **water retail services** to your supply address for failure to pay a bill, we will:
 - (i) use our **best endeavours** to contact you personally by the methods outline in the **Code**;
 - (ii) give you information about the terms of our **Hardship Policy** and assess your eligibility for participation in our **Hardship Policy**;
 - (iii) give you information on government funded concessions, if applicable, and refer you to the organisation responsible for that concession;
 - (iv) give you a reminder **notice**;

- (v) after the expiry of the period referred to in the reminder **notice**, give you a written restriction warning **notice** in accordance with clause 255; and
- (vi) advise you of the existence and operation of our external dispute resolution body or the **industry ombudsman** scheme (if we are a participant in that scheme).

24.2 Non-residential **Customers**

- (a) If you are a **non-residential customer**, we may, subject to compliance with the **Code**, arrange for the restriction of the supply of your **water retail service** at any of your **supply addresses** at which a **water retail service** is provided where:
 - (i) you have not paid a bill or bills within the required timeframes;
 - (ii) you have not allowed entry to a water industry officer appointed under the **Act** for the purposes consistent with carrying out duties in accordance with **applicable regulatory instruments**;
 - (iii) you have used the **water retail service** illegally;
- (b) Before undertaking any arrangements for the restriction of supply of **water retail services** to your **supply address** for failure to pay a bill, we will:
 - (i) use our **best endeavours** to contact you personally by the methods outline in the **Code**;
 - (ii) offer you an extension of time to pay on **terms and conditions** (which may include the payment of interest approved by **ESCOSA** from time to time);
 - (iii) give you a reminder **notice**;
 - (iv) after the expiry of the period referred to in the reminder **notice**, give you a written restriction warning **notice** in accordance with clause 25; and
 - (v) advise you of the existence and operation of our external dispute resolution body or the **industry ombudsman** scheme (if we are a participant in that scheme).

24.3 Subject to compliance with the **Code**, we may restrict the supply of a **water retail service** to a **supply address** immediately if you:

- (a) have refused or failed to accept the offer of a flexible payment plan in accordance with clause 14 before the expiry of the **5 business days** period in the restriction warning; or
- (b) have accepted the offer of a flexible payment plan in accordance with clause 14, but have refused or failed to take reasonable actions towards settling the debt before the expiry of the **5 business days** period in the restriction warning.

24.4 The restriction of supply of **water retail services** under clause 24.1 or 24.2 will be no less than the minimum flow rate prescribed by **ESCOSA** by notice in writing from time to time

25. RESTRICTION WARNING NOTICE

- 25.1 Prior to commencing action to restrict the supply of a **water retail service** to you, we will issue a restriction warning **notice** to you that:
- (a) states the date of its issue;
 - (b) states the matter giving rise to the potential restriction of your **supply address**;
 - (c) where the notice has been issued for not paying a bill:
 - (i) state the date on which the restriction warning notice ends; and
 - (ii) state that payment of the bill must be made during the restriction warning notice period;
 - (d) for matters other than not paying a bill, allow a period of not fewer than **5 business days** after the date of issue for you to rectify the matter before restriction occurs;
 - (e) inform you of applicable restoration procedures and any charges for restoration (if applicable);
 - (f) include details of our telephone number for complaints and disputes; and
 - (g) include details of the existence and operation of our external dispute resolution body or the industry ombudsman scheme (if we are a participant in that scheme).

26. DISCONNECTIONS

- 26.1 We will not disconnect your **water retail service** for non-payment of a bill or bills. However, we may restrict your water retail service in accordance with clause 24.
- 26.2 Subject to any **applicable regulatory instruments** that prohibit disconnection, we may only arrange for the disconnection of your **retail service** if you have:
- (a) requested that disconnection;
 - (b) used the **water retail service** illegally; or
 - (c) refused entry to a water industry officer appointed under the **Act** for a purpose consistent with carrying out duties in accordance with **applicable regulatory instruments**.
- 26.3 If you request us to arrange for the preparation and issue of a final bill, or the disconnection of, your **supply address**, we will use our **best endeavours** to arrange for that final bill (in circumstances where final bills can be issued) or, subject to any **applicable regulatory instruments** that prohibit disconnection, arrange the disconnection in accordance with your request.
- 26.4 We will inform you of any fees or charges that you will remain liable for under the Local Government Act 1999 or the Roxby Downs (Indenture Ratification) Act 1982 notwithstanding a disconnection under this clause.

27. RESTORATION OF WATER RETAIL SERVICE

27.1 If we have disconnected or restricted the supply of your **water retail service** to you, we will use our **best endeavours** to arrange for the reconnection or removal of flow restrictions within a time agreed with you, subject to:

- (a) clause 9.2;
- (b) the reasons for the disconnection or restriction being rectified by you; and
- (c) you have paid the appropriate charge for reconnection or removal of **water** flow restriction (if applicable).

27.2 If you are a **residential customer**, we will not charge a restoration fee where you are experiencing **financial hardship** and should have been identified as eligible for our **Hardship Policy**, so long as you agree to participate in our hardship program upon restoration.

27.3 We will use our **best endeavours** to reconnect or remove **water** flow restrictions within the timeframes required by the **regulatory service standards**.

28. ENQUIRIES, COMPLAINTS AND DISPUTE RESOLUTION

28.1 If you have an enquiry or complaint relating to our water retail service or related matter, you can contact us on **(08) 8640 3444** or Email council@whyalla.sa.gov.au

28.2 You may make a complaint to us regarding our services or compliance with these **terms and conditions**. We will address your complaint in the manner set out in our procedures for the management and resolution of **customer** enquiries and disputes.

28.3 If you are not satisfied with the solution offered or action taken by us in response to your complaint you may have the complaint reviewed by one of our senior managers under our procedures for the management and resolution of **customer** enquiries and disputes.

28.4 If you are not satisfied with the outcome of our internal dispute resolution process you may refer the matter to our external resolution body or the **Industry Ombudsman** (if we are a participant in that scheme) for external dispute resolution.

29. RIGHT TO ENTER

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

30. FORCE MAJEURE

30.1 If, but for this clause, either party would breach these **terms and conditions** due to the occurrence of a **force majeure event**:

- (a) the obligations of the party under these **terms and conditions**, other than an obligation to pay money, are suspended to the extent to which they are affected by the **force majeure event** for so long as the **force majeure event** continues; and
- (b) the affected party must use its **best endeavours** to give the other party prompt **notice** of that fact including full particulars of the **force majeure event**, an estimate of its likely duration, the obligations affected by it and the extent of its effects on

those obligations and the steps taken to remove, overcome or minimise those effects.

30.2 For the purposes of this clause, if the effects of a **force majeure event** are widespread we will be deemed to have given you prompt **notice** if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the **force majeure event** or otherwise as soon as practicable.

30.3 Either party relying on this clause by claiming a **force majeure event** must use its **best endeavours** to remove, overcome or minimise the effects of that **force majeure event** as quickly as practicable.

30.4 Nothing in this clause will require a party to settle an industrial dispute which constitutes a **force majeure event** in any manner other than the manner preferred by that party.

31. INFORMATION AND PRIVACY

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

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

31.3 By accepting a **water retail service** under these **terms and conditions** you are agreeing to the release of billing data to a tenant of your **supply address**, in accordance with processes approved by **ESCOSA** from time to time.

32. GENERAL

32.1 Applicable law

The laws in force in the State of South Australia govern these **terms and conditions**.

32.2 Referral of Our Obligations

Some obligations placed on us under these **terms and conditions** may be carried out by others engaged by us to perform the obligations on our behalf.

32.3 Amending these **terms and conditions**

These **terms and conditions** may only be amended in accordance with the **Code**. We will publish any amendments to these **terms and conditions** on our website.

32.4 The **Code**

If the **Code** grants us a right which may be included in these **terms and conditions**, our rights under these **terms and conditions** are deemed to include such a right.

33. FIRST SCHEDULE

The following words have the attributed meaning for the purposes of these **Terms and Conditions**.

Act	means the <i>Water Industry Act 2012 (SA)</i> as amended from time to time.
Applicable Regulatory Instruments	means any Act (including without limitation, the Act) or regulatory instrument made under an Act (including without limitation, the Regulations), or the Code or any other industry code, guideline, or other regulatory instrument issued by ESCOSA which applies to us.
ADI	means an authorised deposit taking institution within the meaning of the <i>Banking Act 1959 (Cth)</i> as defined in section 4 of the <i>Acts Interpretation Act 1915 (SA)</i> .
Availability Charge	a charge for the availability of a service (rather than the use of it). <i>The Local Government Act 1999/Roxby Downs Indenture Ratification Act 1982</i> allows us to recover this availability charge from you where our water infrastructure runs adjacent to your property.
Best Endeavours	means to act in good faith and use all reasonable efforts, skill and resources.
Business Day	means a day that is not a Saturday, a Sunday or a public holiday in the State of South Australia.
Centrepay	A free service for customers whereby bills may be paid as regular deductions from the customer's government welfare payments.
Code	means the Water Retail Code – Minor and Intermediate Retailers published by ESCOSA as amended from time to time.
Connection Point	means, in respect of a water retail service , the outlet of the meter at your supply address which then connects to the water reticulation network or, in respect of the dual reticulation recycled water service , the outlet of the meter at your supply address which then connects to the dual reticulation recycled water network .
Customer	means a customer as defined under section 4 of the Act .
Designated Dual Reticulation Area	means the area where we provide a dual reticulation recycled water service as published on our website from time to time.
Dual Reticulation Recycled Water Network	means our system of water mains and service pipes for the provision of recycled water to 2 or more locations in the State.
Dual Reticulation Recycled Water Service	means, in relation to the designated dual reticulation area only, the service of providing recycled water to your supply address using our dual reticulation recycled water network .

Enquiries, Complaints and Dispute Resolution Process	means our enquiries, complaints and dispute resolution process as published on our website and as may be amended from time to time.
ESCOSA	means the Essential Services Commission of South Australia, a body created under the <i>Essential Services Commission Act 2002 (SA)</i> .
Fees and Charges	means our fees and charges as specified in our Fees & Charges register.
Price List	means the fees and charges schedule published by us on our website and in the Gazette and may be amended from time to time.
Financial Hardship	means a situation defined by reasonable assessment by us as a customer having desire to pay an account but being absent of the means to pay the account within 3 months of the due date despite all best efforts.
Force Majeure Event	means an event outside the control of us, the occurrence of which could not be reasonably foreseen by us, or if it could be foreseen, could not reasonably have been guarded against.
Hardship Policy	means our financial hardship policy as published on our website and as may be amended from time to time.
Industry Ombudsman	means the industry ombudsman responsible for dealing with disputes under the Act .
Meter	means the device and associated equipment owned by us used to measure the use of water or recycled water of a property.
Minister	means the Minister for Water and the River Murray.
Network	means in respect of the water retail service , the water reticulation network or the dual reticulation recycled water network (as the case may be).
Non-standard Water Retail Service	means a water retail service we may provide to customers on terms and conditions other than that set out in these terms and conditions , but such services do not include a water retail service provided to customers with special characteristics as described in clause 22.3.
Non-residential Customer	means a customer other than a residential customer .
Recycled Water	means dual reticulation recycled water produced from the treatment and disinfection of sewage and/or stormwater, resulting in a product suitable for irrigation and other purposes not constituting human consumption and supplied to a customer as a dual reticulation recycled water service .

Regulations	means the <i>Water Industry Regulations 2012 (SA)</i> as may be amended from time to time.
Regulatory Service Standards	means the regulatory service standards applicable to the provision by us to you of a retail service as determined and published from time to time by ESCOSA
Residential Customer	means a customer which acquires a retail service primarily for their own domestic purposes
Sewage	Includes any form of waste that may be appropriately removed or dealt with through the use of a sewerage retail service (but does but include trade waste).
Special Characteristics	means the particular features or characteristics of the retail service relevant to your supply address as set out in Schedule 2.
Terms and Conditions	means these terms and conditions which has been approved by ESCOSA under clause 2.1 of the Code .
Water	includes desalinated water and water that may include any material or impurities, but does not include recycled water or sewage .
Water Restrictions	means limitations on water or recycled water use proclaimed by the Minister from time to time.
Water Retail Service	means a service constituted by the collection, storage, production, treatment, conveyance, reticulation or supply of water ; or any other service, or any service of a class, brought within the ambit of this definition by the Regulations .
Water Reticulation Network	means our system of water mains and service pipes for the provision of water to 2 or more locations in the State.

34. SCHEDULE 2 – SPECIAL CHARACTERISTICS

Not applicable