



Policy Type	Governance		
Responsible Department	Office of the Chief Executive Officer		
Responsible Officer	Chief Executive Officer		
Related legislation	Water Industry Act 2012 Water Industry Guidelines No. 2 (WG2/01) Water Industry Regulations 2012 Water Retail Code – minor and intermediate retailers Australian Standards AS ISO 10002-2022		
Related Policies	Customer Hardship Policy – Water and Sewerage Services Water & Sewerage Enquiry, Complaints and Dispute Handling Management Guideline Debt Recovery Policy		
Date adopted	17 May 2022	Minute Number	2022.61
Version	Version 2		
	2016 (Minute #2016.194)		
Next Review date	2026		

1. Purpose

District Council of Elliston is providing the following services:

Provision of **sewerage services** at the Lock township, specifically the operation of Community Wastewater Management System and associated infrastructure.

Provision of **water services** at Port Kenny and associated infrastructure.

The aim of our Charter is to provide our water and/or sewerage customers with a clear understanding of the standards of service they can expect from us and their rights and responsibilities.

The *Water Retail Code-Minor & Intermediate Retailers*, developed by Essential Services Commission of SA (ESCOSA), contains a detailed description of your rights and our responsibilities in providing you with water and/or sewerage retail services and can be found at (www.escosa.sa.gov.au).

2. Retail Services Provided

Customers in Port Kenny township are provided access to drinking water as a back up to their own supply and the Lock township is provided with sewerage services through a community wastewater management scheme.

3. Drinking Water Quality – Port Kenny Customers Only

We will:

- Provide you with drinking water that is safe for drinking and food preparation and in accordance with all relevant health and environment regulatory requirements
- Use our best endeavours to minimise the frequency and duration of interruptions or limitations to you water service
- Provide you with information on any planned interruptions to your water service at least four (4) business days prior to us undertaking any works or maintenance
- Provide an emergency telephone number on our website for you to call in the event of an emergency or interruption to the supply of your water service
- In the case of an unplanned interruption or emergency, provide you with information about any impact to your water service as soon as possible.

You will:

- Report any leaks, bursts or quality issues to us as soon as possible by calling the emergency telephone number displayed on our website
- Provide safe access to the water meter so that we can ascertain your water consumption for billing purposes
- Be responsible for arranging and covering the costs of any additional onsite water infrastructure necessary to maintain your required flow rate, which must be installed by an appropriately licensed plumber.

4. Sewerage Removal – Lock Customers Only

We will:

- Remove sewage and waste water from your property in accordance with all relevant health and environmental regulatory requirements
- Use our best endeavours to minimise the frequency and duration of interruptions or limitations to your sewerage service
- Provide you with information on any planned interruptions to your sewerage service at least four (4) business days prior to us undertaking any works or maintenance
- Provide an emergency telephone number on our website for you to call in the event of an emergency or interruption to the supply of your sewerage service.

You will:

- Report any spills, leaks, blockages, bursts or incursions to us as soon as possible by calling the emergency number displayed on our website
- Not discharge restricted wastewater into our sewerage infrastructure

- May be liable to pay us for a proportion of the costs reasonably attributable to you for a blockage, burst, leak, spill or incursion. We will advise you of the reasons for cost recovery in these circumstances and any amounts payable will be subject to payment assistance and financial hardship provisions
- Contact us to discuss our requirements for disposal of industrial or non-domestic waste into our sewerage infrastructure.

5. Prices

We will:

- Publish our Fees and Charges Schedule* , which sets out all of the fees and charges associated with the sale and supply of your retail service, each year by June 30 on our website at www.elliston.sa.gov.au. We will also make this available at our office at 21 Beach Terrace Elliston
- Publish our Declaration of Annual Service Charges for the Water Supply Schemes and community wastewater management system rates for each financial year, in the Annual Business Plan and Annual Budget which is adopted by Council in June, on our website at www.elliston.sa.gov.au. We will also make this available at our office at 21 Beach Terrace Elliston
- In the case that any fees and charges change, publish these on our website two (2) weeks before these fees and charges take effect and make these available at our office
- Calculate your bill on a pro-rata basis if a tariff rate or charge changes during a billing cycle so that the old tariff rate of charge applies up to and including the date of change and the new tariff rate or charge applies from the date of the change to the end of the billing cycle.

* Fees and Charges Schedule and Declaration of Annual Service Charges for the Water Supply Scheme and community waste water system are derived from our adopted annual budget and rates declaration in June of each year. The Pricing Policy Statement and Pricing Schedule are available on Council's website.

6. Service Availability Charge

The *Local Government Act 1999* allows us to recover a "service availability charge" from you where our water/sewerage infrastructure runs adjacent to your property. We will require you to pay our "service availability charge" where access to the Port Kenny drinking water supply is available and Lock Township where access is available to the Community Wastewater Management System (CWMS).

7. Water and Sewerage Concessions

Water and sewerage concessions are administered by the Department of Human Services. To check your eligibility for current water and sewerage concessions, assistance or advice visit <https://www.sa.gov.au/topics/care-and-support/concessions/household-concessions/water-and-sewerage-rate-concession>, phone the Concessions hotline on 1800 307 758 or email concessions@sa.gov.au.

8. Connections - Existing

Existing connections – where your property is currently connected to our infrastructure:

We will:

- connect you to our water/sewerage service within fifty six (56) days of you providing us with information required by us and paying the relevant connection and account establishment fees as set out in our Fees and Charges Schedule
- Maintain your water/sewerage service to the meter or to the connection point on your property.

You will:

- Provide us with information about your supply address, rating assessment number, street name, property number and township
- Pay the relevant connection and account establishment fees as set out in our Fees and Charges Schedule.

9. Connections - New

We will:

- Inform you within fourteen (14) days whether or not you can be connected to our infrastructure
- connect you to our water/sewerage service within fifty six (56) days of you providing us with information required by us and paying the relevant connection and account establishment fees as set out in our Fees and Charges Schedule.

You will:

- Provide us with the following information about your supply address, rating assessment number, street name, property number and township
- Pay the relevant connection and account establishment fees as set out in our Fees and Charges Schedule.

Further details on connecting new properties to our infrastructure is available on our website at www.elliston.sa.gov.au or by visiting our office at 21 Beach Terrace Elliston. We will provide you with information on how to connect upon request.

10. Billing and Payments

We will:

- Issue you with a bill for water usage at least quarterly

- Include your water and/or sewerage service charges on your rates notice, (separately identified), issued quarterly
- Ensure your bill is based on an actual meter reading at least once within a twelve (12) month period
- Provide you with consumption or estimated consumption of water services and meter readings, metering data or estimates of consumption
- Provide you with a detailed bill and give you at least twelve (12) business days to pay your bill
- Offer you the ability to pay your bills in person, by mail, credit card or BPay.

You will:

- Pay our bill by the payment due date unless we have agreed on a flexible payment arrangement
- Pay any fee we incur if any of your payment methods are dishonoured.

11. Payment Assistance and Financial Hardship

We will:

- Provide you with the ability to pay your bills by instalments or enter into a flexible payment arrangement
- Offer you the ability to make payments towards future bills, grant payment extensions and agree to have your bill redirected to another person (where that person agrees)
- Inform you about and assess your eligibility for our Hardship Policy if requested.

You will:

- Inform us if you are having difficulties paying your bills prior to the due date.

Further details on our Hardship Policy are available on our website at www.elliston.sa.gov.au or by visiting our office at 21 Beach Terrace Elliston. We will provide you with a copy of our Hardship Policy upon request.

Reviewing your bill / billing disputes

We will:

- Not commence our debt collection processes where a bill (or part of a bill) is in dispute
- Review your bill and inform you of the outcome of our review within thirty (30) business days of your request

Water & Sewerage Retail Services Customer Charter

- Inform you about our independent external dispute resolution body where you remain dissatisfied following our review.

You will:

- Pay any portion of your bill that is not in dispute while your bill is being reviewed or any future bills that become due.

Overcharging

We will:

- Inform you within ten (10) business days of becoming aware of you being overcharged as a result of an act or omission by us and credit the overcharged amount to your next bill
- Pay the overcharged amount directly to you within ten (10) business days if you have ceased to purchase a retail service from us.

Undercharging

We will:

- In relation to a retail service which is metered, limit the amount we recover from you to the amount undercharged in the twelve (12) months prior to the meter reading date on the last bill sent to you
- In relation to unmetered services, limit the amount we recover from you to the amount undercharged in the twelve (12) months prior to the error being advised to you in writing
- List the undercharged amount as a separate item in a special bill or in your next bill with an explanation of that amount and if requested offer you an extended time to pay the amount
- Not charge you interest on the undercharged amount.

Debt Recovery

We will:

- Only commence debt collection/recovery action where you have failed to pay your bill(s) by the due date and you have not contacted us to discuss a payment extension or other flexible payment arrangements (including eligibility for our Hardship Policy)
- Not undertake debt collection activity where we have installed a flow restriction device.

You will:

- Contact us if you are having difficulty paying your bills prior to the due date.

Customers with Special Medical Needs

You will:

- Inform us and provide evidence from a registered medical practitioner or a hospital that someone residing at your supply address require the ongoing use of a dialysis machine
- Inform us when the dialysis machine is no longer required at your supply address.

We will:

- Register your supply address as an address with special medical needs
- Provide you with at least four (4) business days' notice of any planned outages that will affect the supply of water to your property
- Provide you with an emergency telephone contact number in the event of an interruption.

Registration as a customer with special medical needs does not ensure you will be provided with drinking water at all times, for example, in the circumstances of an unplanned interruption outside of our control. Accordingly, you must ensure that you have a contingency plan in place to protect yourself in the event of an unplanned interruption to your supply.

Entry to your Property

We will:

- Provide you with at least twenty four (24) hours' notice if we need to enter your supply address for the purposes of connecting, disconnecting, restricting, inspecting, repairing or testing your retail service

You will:

- Ensure safe access to our infrastructure (including but not limited to the meter) located at your supply address.

Water flow restrictions for non-payment

We will only restrict the flow of water to your property if:

- you have not paid your bill or bills by the due date and you have not contacted us to arrange an alternative payment arrangement
- you do not adhere to our previously agreed payment arrangement and you have not contacted us to discuss any further payment options
- you do not adhere to the terms of our agreement under our Hardship Policy
- you refuse our employees or contractors entry to your property, including but not limited to, where you deny our meter readers access to your property for three consecutive billing cycles and you do not contact us to arrange reasonable alternative access arrangements

- you are using water services illegally

Before restricting your water supply, we will:

- use our best endeavours to contact you in person, by telephone, by mail and/or email
- provide you with information about our flexible payment arrangements, Government-funded concessions and assessed your eligibility for participation in our Hardship Program
- issue you with a reminder notice
- issue you a restriction notice informing you that we intend to restrict your supply in 5 business days if you do not contact us

You will:

- contact us as soon as possible to discuss the reasons for your possible restriction and how the issue can be resolved

Disconnections

Subject to any applicable regulatory requirements that prohibit disconnection, we will only disconnect your retail service if:

- you request the disconnection
- there is a public health, environment or safety risk to our services from your connection point (e.g. backflow risk or unauthorised industrial waste discharge)
- you are found to be using the services illegally or have refused entry to person authorised to read your meter or undertake maintenance or repairs in accordance with relevant regulatory instruments

Where you request a disconnection (and it is not prohibited), we will use our best endeavours to issue you with a final account in accordance with your request. We will inform you if you are still required to pay our “service availability charge” when you request the disconnection.

Reinstatement of Water Supply

We will:

- Use our best endeavours to reinstate your supply within a time agreed with you subject to the reasons for disconnection or restriction being rectified and you paying our reinstatement fee
- Waive the reinstatement fee if you are eligible for and agree to participate in our Hardship Policy.

You will:

- Contact us to discuss how the issue that led to the flow restriction or disconnection can be rectified
- Pay our reinstatement fee unless it is waived.

Termination of contract for retail services

We will:

- confer on you the right to terminate your contract with us for the supply of a retail services
- inform you of any relevant fees or charges payable as a result of your termination

You will:

- provide at least 3 business days' notice of your intention to terminate your contract with us for the supply of a retail service
- pay any relevant fees or charges

Complaint and Dispute Resolution

We will:

- Respond or acknowledge your complaint or enquiry within ten (10) business days
- Refer you to our Works Manager if you are not satisfied with our initial response or resolution or if required escalate you to the Chief Executive Officer
- advise you of your option to escalate your complaint to the Energy & Water Ombudsman South Australia and provide you with the details of that organisation of which the District Council of Elliston is a member.
- Advise you of your option to escalate your complaint to our nominated independent dispute resolution process and provide you with the details of that process.

Further details on our Complaint and Dispute Resolution Management Guideline are available on our website at www.elliston.sa.gov.au or by visiting our office at 21 Beach Terrace Elliston. We will provide you with a copy of our procedures upon request.

12. Availability of Policy

This Policy is accessible on Council's website www.elliston.sa.gov.au. Further information about this policy can be obtained by contacting Council during office hours 9.00am to 5.00pm Monday to Friday on 8687 9177 or email dce@elliston.sa.gov.au

Faults and Emergencies: Call 8687 9177.

Water & Sewerage Retail Services Customer Charter

Version Control

Version no.	Date adopted by Council	Amendments Made	Prepared by:
Version 1	May 2015		CEO
Version 2	May 2022	Updated template added section on Customers with Special Medical Needs	Executive Assistant