



Light
Regional
Council

Customer Service Charter

(Community Wastewater Management System and Non Drinking Water Supply)

Reference Number:	Section 8 No. 12
Responsible Department:	Infrastructure & Environment
Related Policy/Procedure:	1.10 Hardship Policy for Residential Customers Of Minor And Intermediate Water Retailers (For Application To CWMS Customers)
Date of Adoption:	24 February 2017
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Version Number:	Version 1
Applicable Legislation:	Water Industry Act 2012
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Review Frequency:	Biennially

1. Purpose of "Customer Charter"

The purpose of our Charter is to provide our Community Wastewater Management System (CWMS) and non-drinking water customers with a clear understanding of the standards of service they can expect from us and their rights and responsibilities.

2. Scope of Retail Services Provided

Council provides to customers Community Wastewater Management System services at the towns of Kapunda, Freeling, Roseworthy, Greenock and in Neil Avenue, Nuriootpa. A Waste Water Treatment Plant (WWTP) provides the service treatment at the Kapunda, Freeling and Roseworthy towns. The Greenock service is managed through the treatment of waste using treatment lagoons. At all sites there is varying degrees of public and private use of the recycled effluent water.

Council provides customers at Neil Avenue, Nuriootpa with the CWMS service point connection into the Nuriootpa township scheme managed by The Barossa Council.

Wastewater from the suburb of Hewett, adjacent to the township of Gawler, is serviced by SA Water. Council does not provide any other CWMS and Non Drinking Water Supply services to the suburb.

This service charter applies to the CWMS services provided by Council to its ratepayer customers as described in the townships and area above mentioned. The charter does not apply to those ratepayers or customers that do not or are not able to avail themselves of a CWMS service. Therefore this charter does not apply to residents and ratepayers outside of the mentioned places.

3. Aim of the Charter

This Charter outlines the rights and responsibilities of both Council and the customer and is consistent with the Essential Service Commission of South Australia (ESCOSA) Water Retail Code for Minor and Intermediate Retailers, the Water Industry Act 2012 and associated regulations.

The Water Retail Code - Minor & Intermediate Retailers, developed by ESCOSA, contains a detailed description of your rights and our responsibilities in providing you with CWMS and non-drinking water services and can be found at ESCOSA's website www.escosa.sa.gov.au.

This Charter and other related documents can be found on Council's website www.light.sa.gov.au.

4. Definitions

In this Charter:

connection means an agreed point of supply at which a customer receives a retail service from a supplier;

consumer means a person supplied with retail services as a consumer or user of those services (as defined in the Water Industry Act 2012) (Note: you may be a consumer by virtue of being a council ratepayer);

customer means a person who owns land in relation to which a retail service is provided and includes:

- where the context requires, a person seeking the provision of a retail service; and,
- 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,
- a person of a class declared by the regulations to be customers (as defined in the Water Industry Act 2012) (Note: you may be a customer by virtue of being a council ratepayer);

customer hardship policy means the policy adopted by the Light Regional Council for Residential Customers of Minor and Intermediate Water Retailers, in accordance with section 37 of the Water Industry Act 2012;

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;

hardship means financial hardship;

hardship customer means a residential customer who has been identified under, accepted into, or is eligible for assistance under our hardship program;

hardship program means an agreement between us and a hardship customer for payment of outstanding sums due for retail services;

intermediate retailer means a retailer that provides retail services to more than 500 but less than 50,000 connections;

minor retailer means a retailer that provides retail services to less than 500 connections;

our, us, we or Council means Light Regional Council;

regulations means regulations under the Water Industry Act 2012;

residential customer means a customer or consumer who is supplied with retail services for use at residential premises (as defined in the Water Industry Act 2012) (Note: you may be a residential customer by virtue of being a council ratepayer);

retail service means a service constituted by:

- the sale and supply of water to a person for use (and not for resale other than in prescribed circumstances (if any)) where the water is to be conveyed by a reticulated system; or,
- the sale and supply of sewerage services for the removal of sewage (including but not limited to community wastewater management systems) (even if the service is not actually used) but does not include any service, or any service of a class, excluded from the ambit of this definition by the regulations (as defined in the Water Industry Act 2012);

retailer means the holder of a licence issued by the Essential Services Commission of South Australia under the Water Industry Act 2012;

sewage includes any form of waste that may be appropriately removed or dealt with through the use of a sewerage service (as defined in the Water Industry Act 2012);

sewerage service means:

- a service constituted by the collection, storage, treatment or conveyance of sewage through the use of a reticulated system; or,
- any other service, or any service of a class, brought within the ambit of this definition by the regulations (as defined in the Water Industry Act 2012) (Note: sewerage service includes but not limited to community wastewater management systems);

water includes rainwater, stormwater, desalinated water, recycled water and water that may include any material or impurities, but does not include sewage (as defined in the Water Industry Act 2012);

water 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 (as defined in the Water Industry Act 2012).

5. Charter Details

5.1 Retail Services Provided

CWMS Removal

Council will:

- remove sewage and wastewater 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 CWMS service;
- provide you with information on any planned interruptions to your CWMS service at least 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 CWMS service.

You (the customer):

- will report any blockages, bursts or leaks to us as soon as possible by calling the emergency telephone number displayed on our website;
- will not discharge restricted wastewater into our CWMS infrastructure;
- may be liable to pay us for a proportion of the costs reasonably attributable to you for a blockage, burst or leak. Council will advise you of the reasons for cost recovery in these circumstances and any amounts payable will be subject to the payment assistance and financial hardship provisions of your contract with us. See separate Council Policy No. 1.10 Hardship Policy For Residential Customers Of Minor And Intermediate Water Retailers (For Application To CWMS Customers).

Non Drinking Water

Council will:

- provide you with recycled/reuse water that is safe and 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 water service;
- provide you with information on any planned interruptions to your water service at least 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 (the customer) 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.

5.2 Our Prices – Fees and Charges

Council will:

- Publish our Fees and charges, which sets out all of the fees and charges associated with the sale and supply of your retail service, each year by July on our website at www.light.sa.gov.au. We will also make this available at our Customer Service Offices in Kapunda and Freeling;
- Publish our Pricing Policy Statement, which outlines how our fees and charges are compliant with ESCOSA's pricing principles set out in its Price Determination, each year by July on our website at www.light.sa.gov.au. We will also make this available at our Customer Service Offices in Kapunda and Freeling;
- In the case that any fees and charges set out in the Price List change, publish these on our website at least 14 days prior to these fees and charges taking effect and make these available at our offices;
- Customers will receive the annual CWMS service charge as a part of the council rates and it will be shown on the annual notice issued in July each year;
- If a new service is activated during the financial year then the first billing that the customer will receive is at the following July rates declaration;
- Where there might be a recycled water use or sale activity, the billing will be calculated against product used, if charged, or in accordance with any separate Agreements entered into between the customer (you) and the retailer (us).

5.3 CWMS and Non Drinking Water Concessions

CWMS and Non Drinking Water concessions are administered by the Department for Communities and Social Inclusion (DCSI). To check your eligibility for current water and sewerage concessions, assistance or advice visit www.dcsi.sa.gov.au/concessions. DCSI can also be telephoned on the Concessions Hotline on 1800 307 758 or email concessions@dcsl.sa.gov.au.

5.4 Connections

Existing Connections

Where your property is currently connected to our infrastructure:

Council will:

- Maintain connection of your property to our CWMS and non drinking water service within the ambit of this Customer Service Charter and undertake the services as described in clause 5.1 of the Charter subject to you providing us with information

required by us and paying the relevant connection and account establishment fees as set out in our Price List.

You (the customer) will:

- provide Council with your plumbers Certificate of Completion (COC) for the recycled and rainwater plumbing systems.

New Connection Requests

Where your property is not currently connected to our infrastructure:

Council will:

- inform you within 14 calendar days of your request to connect whether or not you can be connected to our infrastructure.
- Provide a connection point to your property to allow you to connect to our CWMS and non drinking water service within 14 calendar 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.

You (the customer) will:

- provide us with the location detail of your supply address inclusive of completing the application form to connect to the system.
- pay the relevant connection and account establishment fees as set out in our Price List.
- Arrange for a licenced plumber to provide you with a wastewater connection point and/or residential non drinking water infrastructure and meet all costs associated with the works.

Further details on connecting new properties to our infrastructure is available on our website at www.light.sa.gov.au or by visiting our offices at in Kapunda and Freeling.

5.5 Billing and payments

Council will:

- Include your CWMS and (non drinking) water supply service charges on your rates notice (separately identified), issued quarterly.
- Ensure your non-potable water supply bill is based on an actual meter reading at least once within a 12 month period (if applicable) or in accordance with any separate Agreements entered into between the customer (you) and the retailer (us).
- Provide you with a detailed bill and give you at least 28 days to pay your bill.
- Offer you the ability to pay your bills in person, by mail, by direct debit, by B-Pay or by credit card over the phone.

You (the customer) will:

- Pay your bill by the payment due date unless we have agreed on a flexible payment arrangement.

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- Pay any fee we incur if any of your payment methods are dishonoured.

5.6 Payment Assistance and Financial Hardship

Council will:

- Provide you with the ability to pay your bills by instalments or enter into a flexible payment arrangement.
- Provide information on government assistance that may be available to you.
- Arrange an alternative payment scheme in line with your ability to pay.
- Inform you about and assess your eligibility for our Hardship Program if requested.

You (the customer) will:

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

Further information on our Hardship Policy is available on our website at www.light.sa.gov.au or by visiting our Customer Service Offices in Kapunda and Freeling. We will provide you with a copy of our Hardship Policy upon request.

5.7 Reviewing your bill/billing disputes

Council 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 30 business days of your request.
- Inform you about our independent external dispute resolution body where you remain dissatisfied following our review.

You (the customer) 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.

5.8 Overcharging

Council will:

- inform you within 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 10 business days if you have ceased to purchase a retail service from us.

5.9 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 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 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.

5.10 Debt recovery

Council will:

- Only commence debt collection/recovery action where you have failed to pay your bill 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 Program).

You (the customer) will:

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

5.11 Entry to your property

Council will:

- Provide you with at least 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. **Note** that notice is not required for emergency repairs.

You (the customer) will:

- Ensure safe access to our infrastructure (including but not limited to the meter) located at your supply address. Our infrastructure maybe located within easements on your property. For further information relating to easements, refer to our information sheet on the subject at

<http://light.sa.gov.au/webdata/resources/files/IS5 Easements 27-4-2010.pdf>.

5.12 Water flow restrictions for non-payment

Council 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, Council 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 (the customer) will:

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

5.13 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.

5.14 Reinstatement of water supply

Council 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 Program.

You (the customer) 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.

5.15 Termination of contract for retail services

Council 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 (the customer) 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.

5.16 Complaints and dispute resolution

If you have a complaint, you should contact the Customer Service area of Council at Council's Kapunda office, 93 Main Street, Kapunda; or at the Freeling office, 12 Hanson Street, Freeling; or by telephone on 08 8525 3200; or by email to light@light.sa.gov.au.

Council will:

- Acknowledge your complaint or enquiry within 5 business days.
- When a resolution cannot occur within 14 calendar days, a response will be delivered to you outlining timeframes set by the Council employee responsible for resolving your complaint.
- Refer you to one of our senior managers if you are not satisfied with our initial response.
- Advise you of your option to escalate your complaint to the Ombudsman SA and provide you with the details of that organisation, should you not be happy with Council's response.

Further details on Council's Complaints Handling Policy are available on our website at www.light.sa.gov.au, or by visiting our Customer Service Centres at Kapunda or Freeling. We will provide you with a copy of our Policy upon request.

5.17 Privacy

We recognise that your privacy is of great importance and we will keep your personal information confidential in accordance with applicable laws and our privacy policy.

A copy of our policy is available on our website www.light.sa.gov.au.

You are welcome to contact us with enquiries regarding recycled water and/or CWMS effluent drainage and disposal (CWMS) either over the phone, by email or in person at our Customer Service Offices in Kapunda and Freeling.

However, enquiries relating to accounts will only be discussed with the relevant account holder, unless written authorisation has been given to another person to speak on their behalf.

5.18 Useful contacts

Ombudsman SA

Where required, the Ombudsman of South Australia Investigates complaints regarding Council's processes and decisions to determine if they are fair, reasonable and lawful.

Essential Services Commission of South Australia (ESCOSA)

ESCOSA is the economic regulator of the South Australian water industry. ESCOSA can be contacted by telephone on (08) 8463 4444 (metro) 1800 633 592 (mobiles and SA only); or via its website "www.escosa.sa.gov.au"

5.19 Obtaining a copy of the Charter

A copy of this Charter is available for inspection at Council's Customer Service Centres upon request. New customers will be sent a copy of the Charter following their application to connect to one of Council's CWMS. Upon request a copy of the Charter will be sent out free of charge, but any subsequent copies may incur a small fee. Copies may also be downloaded from Council's website at www.light.sa.gov.au.

5.20 Changes to the Charter

This Customer Service Charter may only be changed with the approval of the Essential Services Commission. Customers will be informed of any substantive changes on or with the next available Council rates notice sent, that the Charter has changed and that details of the change are available on Council's website or upon request.

5.21 Contacts for further information

For further information about Light Regional Council's recycled water or this Charter you can contact Council at the Kapunda (Principal office), 93 Main Street, Kapunda; or at the Freeling (Branch office), 12 Hanson Street, Freeling; or by telephoning 08 8525 3200; or by emailing light@light.sa.gov.au.

6. References

Water Industry Act 2012

Codes of practice

Standards

Any other relevant information

Registers

Council Policy 4.5 Structures and Fill over Easements.

7. History

This Customer Service Charter was established in December 2016 and endorsed by ESCOSA on 24 February 2017.