



Government
of South Australia



SA Water Customer Water Use Portal

Standard Contract

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1. PARTIES

This document constitutes a contract between:

South Australian Water Corporation (SA Water)

250 Victoria Square

Adelaide SA 5000

(referred to in this contract as **we, our** or **us**)

and

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

2. APPLICATION

2.1 Who does this contract apply to?

- (a) all existing customers that currently receive the **Customer Water Use Portal service** (herein referred to in this contract as "**this service**")
- (b) customers applying for a connection to **this service**.

3. DESCRIPTION OF A CUSTOMER WATER USE PORTAL SERVICE

3.1 This contract covers the supply by **us** of access to an online **Customer Water Use Portal** which provides **you** regularly updated water consumption data for agreed water meters which **you** have applied for connection to the portal.

4. INTERACTION WITH THE STANDARD CUSTOMER CONTRACT

4.1 This contract covers matters related to the online **Customer Water Use Portal** only. All the rights and obligations **you** have under the Standard Customer Contract continue to apply.

5. TERM

5.1 **When does this contract start?**

- (a) This contract commences when **you** have accepted the quote for provision of **this service** and have paid the agreed fees for installation of relevant equipment along with ongoing access fees.

5.2 **When does this contract end?**

- (a) This contract ends exactly 3 years from when you have accepted the quote for provision of **this service** and have paid the agreed fees for installation of relevant equipment along with ongoing access fees, unless otherwise terminated under clause 10.1 and/or 10.2.

6. OBLIGATIONS

6.1 **Infrastructure**

- (a) To provide **this service**, telemetry equipment is installed onto either an existing SA Water water meter or onto **your** private water meter as detailed in the quote accepted by **you**
- (b) Telemetry equipment that is installed to a water meter is defined by the following categories:
 - (i) Standard Smart Meter Installation – a non complex installation of telemetry equipment to an SA Water owned water meter
 - (ii) Non – Standard Smart Meter Installation (SA Water Meter) – a complex or non – standard installation of telemetry equipment to an SA Water owned water meter
 - (iii) Non – Standard Smart Meter Installation (Private Meter) – a complex or non – standard installation of telemetry equipment to a water meter owned by **you**.

6.2 Ownership of infrastructure

Ownership of the telemetry equipment which is installed to water meters for provision of **this service** is defined by the following:

- (a) Standard Smart Meter Installation – SA Water retains ownership of the installed telemetry equipment
- (b) Non – Standard Smart Meter Installation (SA Water meter) – either SA Water or **you** will retain ownership of the installed telemetry equipment as agreed in the original quote
- (c) Non – Standard Smart Meter Installation (Private Meter) – **you** retain ownership of the installed telemetry equipment
- (d) Ownership regarding each install is defined in the original quote accepted by **you**
- (e) The owner, as defined in the original quote accepted by **you**, retains the responsibility and costs of the ongoing maintenance except for the costs of battery replacement as detailed on our website, which is to be covered by **you**
- (f) **You** must protect the equipment from accident or damage and charges apply for the replacement of damaged or lost equipment and/or fittings.

6.3 Accuracy of data

- (a) While every attempt is made to provide good quality data in provision of the **service**, the data provided is not guaranteed to be 100% accurate.

6.4 Reliability of service

- (a) While every attempt is made to provide a reliable **service**, **we** do not guarantee reliability in the provision of **this service**.

7. CONNECTIONS

- 7.1 **We** will, on application from **you**, provide a quote to connect the water meters detailed

in **your** application to the **service**

- 7.2 In some cases it may not be possible to provide **this service** to all water meters detailed in **your** application, and if this is the case **you** will be notified in writing
- 7.3 On acceptance of the quote, **you** are agreeing to the terms detailed in this contract
- 7.4 **We** will raise an invoice for the agreed amount, on **your** acceptance of the quote, which is payable prior to installation of required equipment commencing and access to the **service** being granted.

8. FEES AND CHARGES

8.1 Fees and Charges

- (a) Fees and Charges relating to the provision of **this service** are detailed on our website.

8.2 Obligation on customer to pay account

- (a) In consideration of **us** providing **you** the **service**, **you** agree to pay **us** the fees and charges
- (b) The rate at which **your service** will be charged is set out in the quote addressed to **you** in response to **your** application for connection to the **service**.

8.3 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 and will appear on our website.

8.4 GST

- (a) Fees and Charges Schedule are subject to amendment from time to time, and other amounts payable under this contract may be stated to be exclusive or inclusive of GST.

9. BILLING

9.1 Billing cycle

- (a) A once off bill for charges to connect to the **service** will be payable prior to connection being granted
- (b) **We** will use our best endeavours to issue **you** a bill at least annually for ongoing fees for continuing access to the **service**.

9.2 Billing address

- (a) **We** will issue a bill to **you** at the supply address unless **you** subsequently nominate another address
- (b) It is **your** responsibility to advise **us** of any change in billing address, or pending change in billing address, prior to the issue of **your** next bill.

9.3 Basis for bills

- (a) **We** will base **your** bill on the following:
 - (i) Initial charges as agreed in the initial quote for connection to the **service**
 - (ii) Ongoing annual fees as outlined in **our** Fees and Charges Schedule.

9.4 Pay-by date

- (a) Unless otherwise agreed with **you**, **you** must pay the amount shown on each bill by the date for payment (the pay-by date). The pay-by date will be no earlier than 21 calendar days from the date **we** send the bill.
- (b) 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 calendar days after **we** issue the notice.

9.5 Payment methods

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

9.6 Charge for dishonoured payments

- (a) This clause 9.6 applies where **you** pay **us** a bill by cheque, by a direct debit from an account with an authorised deposit taking institution or by credit card
- (b) If a payment referred to in this clause is dishonoured or reversed, which results in **us** incurring a fee, **we** may recover the amount of that fee from **you**.

10. TERMINATION OF THIS SERVICE

10.1 Termination by us

We may terminate this **contract** with **you**

- (a) the supply of the **service** to **your supply address** has been disconnected in accordance with other provisions of this contract
- (b) **you** are no longer the owner of the **supply address** and **we** have entered into a new contract with the new owner;
- (c) circumstances beyond **our** reasonable control mean that the equipment necessary to provide the **service** to **your supply address** are no longer available; or
- (d) the fees and charges for the **service** have not been paid for a 60 day period.

10.2 Termination by you

- (a) **You** may terminate this contract with **us** at any point in accordance with this clause
- (b) Upon **you** terminating this **contract**, **you** are required to pay **us** all outstanding

fees and charges, and amounts owed under this contract

- (c) **You** must provide **us** with three **business days**' notice to terminate this contract.
- (d) Notice for the purposes of clause 10.2(c) above may be provided by:
 - (i) personal contact;
 - (ii) telephone;
 - (iii) electronic mail; or
 - (iv) writing to **us**.

11. FORCE MAJEURE

11.1 Effect

If, but for this clause 13, a party ("the affected party") would breach this contract due to the occurrence of a **force majeure event**:

- (a) the obligations of the affected party under this **contract**, other than any obligation to pay amounts under this **contract**, are suspended to the extent to which they are affected by the **force majeure event** for so long as the **force majeure event** continues; and
- (b) The affected party must use its **best endeavours** to give the other party prompt notice of that fact including full particulars of the **force majeure event**, an estimate of its likely duration, the obligations affected by it and the extent of its effects on those obligations and the steps taken to remove, overcome or minimise those effects.

11.2 Notice

The notice referred to above may be given on **our** website. If the effects of a **force majeure event** are widespread, **we** will be deemed to have given notice by way of a 24 hour telephone **service** within 30 minutes of being advised of the **force majeure event** or otherwise as soon as practicable.

11.3 Industrial disputes

Nothing in clause 13 requires **us** to settle an industrial dispute which constitutes a **force majeure event** in any manner other than the manner preferred by **us**.

12. INFORMATION AND PRIVACY

- 12.1 **We** will keep **your** personal information confidential in accordance with the State Government's Information Privacy Principles and **our** Privacy Policy.
- 12.2 **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.
- 12.3 By accepting the **service** under this contract **you** are agreeing to the release of billing data to a tenant of **your supply address**, in accordance with processes approved by **ESCOSA** from time to time.

13. GENERAL

13.1 Applicable law

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

13.2 Our Obligations

Some obligations placed on **us** under this contract may be carried out by others engaged by **us** to perform the obligations on **our** behalf.

ANNEXURE

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

Act	means the <i>Water Industry Act 2012 (SA)</i> as amended from time to time.
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.
customer	means a customer as defined under section 4 of the Act which currently means: “a person who owns land in relation to which a 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.”
Customer Water Use Portal	means the provision of water consumption information on a secure internet based customer interface using telemetry equipment to record and transfer data from a water meter(s).
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 the Fees and Charges Schedule .
Fees and Charges Schedule	means the fees and charges schedule published by us on our website and in the Gazette as may be amended from time to time.
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.
meter	means the device and associated equipment owned by us used to measure the use of water or recycled water of a property.
Regulations	means the <i>Water Industry Regulations 2012 (SA)</i> as may be amended from time to time.
supply address	means the property address at which this service is to be provided

	under this contract.
this service	means the provision of the Customer Water Use Portal .
us	means SA Water.
water	includes desalinated water and water that may include any material or impurities, but does not include recycled water or sewage.
we	means SA Water.
you/yours	means the customer agreeing to this contract.