SA Water

Standard Customer Contract

October 2026

Government of South Australia

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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 A (referred to as you or your).

2. Application

2.1 Who does this contract apply to?

a. all existing customers, being residential customers, non-residential customers and country lands customers that currently receive our retail service;
b. customers applying for a connection in accordance with our Connections Policy;
c. customers who currently receive, or will receive upon successful connection, our retail service with special characteristics relevant to the provision of that retail service.

2.2 Who does this contract not apply to?

This contract does not apply where:

a. we provide a non-standard retail service; or
b. prior to the commencement of this contract, you were a non-residential customer receiving a retail service from us pursuant to the existing written agreement.

3. Description of a retail service

3.1 This contract covers the supply by us of a retail service to customers connection to our network or customers who apply to be so connected. The retail service comprises any of the following:

a. a water retail service;
and /or
b. a sewerage retail service.

3.2 A water retail service comprises drinking water and/or non-drinking water supplied to you by our water reticulation network and, where applicable, a dual reticulation recycled water service.

3.3 A sewerage retail service comprises a service to remove domestic waste from your supply address via our sewerage reticulation network.

3.4 We may reclassify a customer as a residential customer or a non-residential customer in relation to a supply address after the commencement of this contract in accordance with applicable regulatory instruments.

3.5 We will provide your retail service in accordance with all applicable regulatory instruments.

4. Term

4.1 When does this contract start?

a. If you are an existing customer, this contract commences when it is published in accordance with section 36 of the Act.
b. If you are a new customer, this contract starts on the date you apply for a connection in writing, satisfying all relevant pre-conditions and providing all required information.
c. If you are a person who becomes the registered proprietor of a supply address this contract commences upon transfer of ownership of that supply address to you.

4.2 When does this contract end?

a. This contract ends when it is terminated in accordance with clause 18.1 and 18.2 of this contract.
b. If you do not give us safe and unhindered access to the supply address to conduct a final meter reading (where relevant), this contract will not end under clause 4.2(a) until we have issued you a final bill and you have paid any outstanding amount owed to us under this contract.
c. Our rights and obligations accrued before the end of this contract continue despite the end of this contract, including our right to require you to pay amounts due to us.
d. Your right to dispute a bill under clause 12 and recover amounts we have overcharged you in accordance with clause 13 continues despite the end of this contract.

5. Your general obligations

5.1 Infrastructure

a. You must maintain all infrastructure on your side of the connection point.
b. If installation of internal infrastructure at your supply address is reasonably required in order for us to provide you a retail service, then you must provide that infrastructure in compliance with all applicable regulatory instruments.

5.2 Meters

a. Unless we agree otherwise, we will install a meter on your supply address of a size and in a location determined by us and in accordance with our Connections Policy to measure the quantity of water we supply to you.

b. Separate meters are required for the provision of water and recycled water.

5.3 Ownership of the water meter

a. The meter is our property and includes the outlet riser of the meter to your property, inlet riser, stop tap and associated fittings.

b. You must not use the stop tap to control water and/or recycled water at the supply address unless that stoppage is reasonably necessary to undertake required temporary repairs to your infrastructure or to deal with an emergency.

c. We do not accept responsibility for damage or loss including water and/or recycled water as a result of stop tap malfunctions unless that damage or loss is caused by our negligence. An isolation valve should be installed to your internal pipework by a licensed plumber if you wish to control the water and/or recycled water supply at your supply address.

d. You must protect the meter from accident or damage and charges apply for the replacement of a damaged or lost meter and/or fittings.

5.4 Right to enter

a. We have, together with our employees and contractors, the right to enter your property to read the meter located at your supply address or 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.

b. You must keep the meter clear from obstruction and ensure we can safely and conveniently access and read the meter at your supply address.

5.5 Accuracy of water meters

a. If you believe your meter is not accurately recording your water and/or recycled water usage you may request that we test your meter.

b. If the meter is found to be within the 5% limits for reasonable accuracy (i.e.+/- 5%) your current bill stands, and you will be charged a meter testing fee (please refer to our Fees and Charges Schedule available on our website).

c. If the meter is found to be over-recording outside of the reasonable limits referred to in clause 5.5(b) then:

   i. the meter testing fee will not be charged, and

   ii. in accordance with clause 13(b) we will credit your next bill or if requested, provide you with a refund for the percentage amount for which the meter has been over-recording for a period of 12 months prior to the replacement of your meter.

d. If your meter is found to be under-recording, we may recover under-charged amounts from you using the estimation methodology referred to in clause 10.4 but subject to the limits expressed in clause 14(b).

e. If your meter is found, by us, to be within the acceptable limits but you still believe the meter is inaccurate you have the right to request that we have the meter independently tested (by an accredited laboratory). This will be at your cost. If the meter is found by such test to be over-recording outside the reasonable limits referred to in clause 5.5(b) we will credit the meter testing fees and provide you with a credit on your next bill or a refund if requested, for the percentage amount for which the meter has been over-recording for a period of 12 months prior to the replacement of your meter.

5.6 Dual reticulation recycled water service supply obligations

With regard to a dual reticulation recycled water service:

a. You must not take recycled water from the dual reticulation recycled water network at your supply address other than in accordance with this contract.

b. You must only use recycled water for purposes as set out in our Using Recycled Water at Home Guide available on our website.

c. You are permitted to use recycled water at your supply address only. You are not permitted, without our prior written consent, to supply recycled water to any other person or property.

d. The dual reticulation recycled water network downstream of the connection point must, at your cost, comply at all times with all provisions and directions under the applicable regulatory instruments or any other law relating to standards of work, materials, and plumbing.
e. You must ensure that the water reticulation network at your supply address is independent of the dual reticulation recycled water network at your supply address and any other alternate water system (e.g. rain water).
f. If your internal pipework or other on-property plumbing infrastructure does not meet plumbing standard AS/NZS3500.1:2021 (as amended or replaced from time to time), we may suspend your supply of recycled water until we are satisfied that the defects are remedied.
g. If we reasonably consider that it is necessary to minimise the risk of cross- contamination of your infrastructure downstream of the connection point (even if recycled water is no longer used at your supply address) we may require you to conduct inspections and audits of your plumbing infrastructure on a five-yearly basis and at transfer of ownership of a supply address at your cost, performed by a licensed plumber. We may require you to forward to us evidence of the successful completion of an inspection or audit.

5.7 Secondary supplies

You may not supply another customer or property with a retail service without express permission from us.

6. Connections

6.1 We will, on formal request from you, connect your supply address to the relevant network in order to provide you with a retail service in accordance with our Connections Policy.

6.2 Fees and charges for connections apply and will be determined in accordance with our Connections Policy. You will be advised of the fees and charges relevant to your connection.

6.3 You must obtain all necessary approvals from relevant authorities for the laying and maintaining of any infrastructure required to connect to our network as per the Connections Policy.

6.4 We will use our best endeavours to install connections in line with the regulatory service standards.

6.5 In accordance with our Connections Policy, in some areas:

a. you may be required to implement additional water, recycled water, or sewerage infrastructure in order to receive a retail service at your supply address; and/or
b. a retail service may not be available to you at your supply address; and/or
c. a retail service may not be available to you at your supply address however, a retail service with special characteristics may be available. This retail service with special characteristics will be provided under, and in accordance with, the terms of this contract.

6.6 We will notify you upon assessment of your application for connection if any of the conditions in clause 6.5 apply to you.

6.7 In accordance with our Connections Policy where a connection is required in order to provide you with a retail service, you must fund, or part fund in agreement with us, any extension or augmentation of the network required to connect your supply address. These works must be paid for and completed prior to the commencement of the sale and supply of a retail service to you.

6.8 In accordance with our Connections Policy where you have made a request for a retail service, we may not be able to deliver that retail service, if the retail service is not available at the supply address or if the network does not have the capacity to deliver the retail service.

7. Obligations

7.1 Water retail service — quality

a. Where your water retail service comprises drinking water, we will provide that drinking water in accordance with all relevant health, environmental and other applicable regulatory requirements.
b. Our obligation mentioned in clause 7.1(a) is limited to the extent that such quality is adversely affected by your actions or equipment and the terms of this contract.
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. We may need to reclassify your water retail service from drinking water to non-drinking water or vice versa for various reasons in accordance with applicable regulatory instruments. We will notify you if this occurs.

7.2 Water retail service — 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 provision of additional on-site infrastructure. You assume the responsibility of providing such additional water infrastructure.

b. We will notify you under clause 7.4 if, due to the special characteristics ofyour water retail service, we are unable to provide you with such a flow rate.

7.3 Sewerage retail service — reliability

a. If you are connected to our sewerage reticulation network, then we will use our best endeavours to provide you with a sewerage retail service to meet your reasonable needs for the discharge of domestic waste in accordance with all relevant health, environmental and other applicable regulatory requirements.

b. We will use our best endeavours to ensure that there are no sewer overflows at the supply address due to a failure in the sewerage reticulation network. In the event of sewer overflow due to our negligence, we will use our best endeavours to ensure that inconvenience to you is minimised and the affected area is reasonably cleaned up at our cost.

c. If a blockage in the sewerage retail service occurs in the pipework at the supply address, that is, from your side of the connection, you are responsible for the repairs.

d. If a blockage in the sewerage retail service occurs within our sewerage reticulation network, that is from the supply side of the connection, we will clear the blockage at our cost unless and to the extent you have contributed to the blockage occurring. If you have contributed to the blockage, you will be liable to pay us for the proportion of the costs reasonably determined by us to be attributable to your contribution to the blockage.

e. You are not permitted to discharge restricted wastewater into our sewerage reticulation network under this contract.

7.4 Retail service with special characteristics

a. If, prior to the commencement of this contract, you were a customer that we supplied a retail service to with special characteristics, whether under a separate agreement or without a formal agreement in place, this contract will now apply to the provision of that retail service and the special characteristics applicable to that retail service will continue to apply.

b. We will advise you of the special characteristics of the retail service applicable to you under this contract. For existing customers, we will advise you on commencement of this contract. For new customers we will advise you upon assessment of an application by you for a retail service under this contract.

8. Interruptions

8.1 Interruptions to a retail service

We may interrupt the supply of your 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.

8.2 Unplanned interruptions

a. In the event of main breaks, leaks, blockages, and spills in respect of our network, we will use our best endeavours to restore your retail service as soon as practically possible and within the timeframes specified in the regulatory service standards.

b. In the event of an unplanned interruption to your water retail service which results in an extended outage of the provision by us to you of drinking water, we will use our best endeavours to supply you with alternative drinking water supplies where required by you.

c. In the event of an unplanned interruption to your water retail service, we will use our best endeavours to ensure damage or inconvenience to you is minimised. We will compensate you for any loss, damage or injury occurring at your supply address as a result of a main break, leak, blockage, or spill occurring within our network to the extent

caused by our negligence. However, you also have a responsibility to take reasonable steps to minimise any damage or injury that may occur.

8.3 Planned interruptions

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 retail service. This notice will be in writing where practicable but may be by radio or newspaper.

8.4 Water restrictions

We may also be required to interrupt, limit or place conditions upon your water retail service in accordance with a decision or direction by a relevant South Australian Minister or the Government of South Australia.

8.5 Illegal use of a retail service

a. If you are found to be illegally using our retail service, or otherwise consuming our retail service not in accordance with this contract or applicable regulatory instruments, we may estimate the consumption for which you have not paid using an approved estimation method and bill you or take debt recovery action against you for the under-charged or uncharged amounts.

b. By illegally using our retail service, clause 11.1 and 11.4 will not apply to you.

9. Fees and charges

9.1 Obligation on customer to pay account

a. In consideration of us providing you the retail service, you agree to pay usthe fees and charges.

b. The rate at which your retail service will be charged is set out in our Fees and Charges Schedule.

9.2 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 appear on our website.

9.3 Changes in tariff types or rates

a. Where the land use code applicable to your supply address changes we may require you to transfer to a different tariff.

b. You will be notified of the new tariff or rate applicable, retrospectively on your next bill.

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

   i. the old tariff or rate up to and including the effective date for the change; or

   ii. the new tariff or rate from the effective date to the end of the billing cycle.

9.4 GST

a. Amounts specified in the Fees and Charges Schedule, subject to amendment from time to time, and other amounts payable under this contract may be stated to be exclusive or inclusive of GST. Clause 9.4(b) applies unless an amount is stated to include GST.

b. Where an amount paid by you under this contract 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.

10. Billing

10.1 Billing cycle

a. We will use our best endeavours to issue you a bill at least quarterly.

b. We may require you to enter into a shortened collection cycle that differs from clause 10.1(a) above provided we advise you in writing of the terms of the arrangement and do so in accordance with applicable regulatory instruments.

10.2 Billing address

a. We will issue a bill to you at the supply address advised under clause 6.1 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.

10.3 Basis for bills

a. We will base your bill for a water retail service that is metered on:

   i. an actual reading of the relevant meters at your supply address determined in accordance with applicable regulatory instruments;

ii. on metering data provided for the relevant meters at your supply address determined in accordance with applicable regulatory instruments;

iii. on a meter reading provided by you. We will require a photo of the meter clearly showing the meter number, meter dial and date stamp. We will review the reading against previous actual reads taken at the property;

iv. an estimation of the usage of a retail service used by you determined in accordance with our estimating system approved by ESCOSA; and

v. we will use our best endeavours to ensure that there is an actual read of relevant meters at your supply address, at least once every 12 months.

b. Where you share a single meter at the supply address with one or more other customers a single bill will be issued under this contract to be dealt with under the external arrangements of those customers. Where those customers collectively request us to do otherwise, we will apportion the water use on a basis approved by ESCOSA and issue separate bills to each customer receiving a supply from the single meter.

c. If you are a customer to whom clause 10.3(b) above applies and you request us to apportion your bill, and we are able to bill all customers separately, we will:

i. apportion the consumption of the water retail service across the customers supplied through that meter on a basis approved by ESCOSA; and

ii. provide separate bills to each individual customer if requested.

d. We will calculate your bill for a water retail service that is unmetered in accordance with an estimation system approved by ESCOSA.

e. We will base your bill for a sewerage retail service on the provisions of any applicable price determination and/or applicable regulatory instruments.

10.4 Estimation as basis for bills

a. We may issue you with an estimated bill:

i. based on an estimation of the usage of the relevant retail service by you in accordance with applicable regulatory instruments; or

ii. where the estimation system to be used has been approved by the ESCOSA, based on:

A. your reading of the relevant meters; or

B. your prior usage history at that supply address; or

C. where you do not have a prior usage history at that supply address, the average usage by a comparable customer over the corresponding period.

b. When we issue you with an estimated bill, we will publish a notice in a prominent location on that bill advising that the bill is based on an estimated reading of the meter.

10.5 Adjustments to bills subsequent to an estimated bill

a. Where we provide you with an estimated bill under clause 10.4 and the meter is subsequently read, we will include an adjustment on the next bill to take account of the actual meter reading.

b. Where you have denied access to a meter for the purpose of reading that meter and subsequently request us to replace an estimated bill with a bill based on a reading of the meter, we will comply with that request but may charge you any costs we incur in doing so.

10.6 Contents of bills

a. We may issue a single bill to you containing all outstanding fees and charges owed to us under this contract.

b. We will prepare a bill so that you can easily verify that the bill conforms to this contract, and it will include at least the particulars required by the Code, except in circumstances permitted by ESCOSA.

10.7 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 23 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 17 calendar days after we issue the notice.

c. We may charge you a late payment fee if payment is not received by this pay-by date.

d. We may charge a non-residential customer interest on a late payment, at a rate and on terms and conditions as approved by ESCOSA from time to time.

10.8 Historical billing data

a. We will provide billing data to you upon request, free of charge, for the previous 2 years at your supply address where available.

b. Where you request billing data for a period of more than 2 years, we may impose a charge for providing that data as per our Pricing Schedule Fees and Charges.

c. We will provide billing data to a tenant of your supply address on request from that tenant upon production of appropriate identification in accordance with processes approved by ESCOSA from time to time.

11. Payment

11.1 Hardship Policy

a. We offer a Hardship Program to all our residential customers and consumers supplied with retail services for use at a residential premises.

b. Pursuant to the Hardship Policy we will:

i. have a process to identify if you are experiencing payment difficulties due to financial hardship;

ii. have a process for early response to residential customers and consumers identified as experiencing payment difficulties due to hardship;

iii. have processes in place to adequately train hardship staff;

iv. offer alternative payment options including instalment plans;

v. offer Centrepay to residential customers and consumers;

vi. have processes in place to identify appropriate government concession programs and financial counselling services where appropriate and advise residential customers and consumers;

vii. provide information on the processes or programs available to residential customers and consumers to improve their water efficiency; and

viii. provide information on the circumstances in which the residential customer and consumer will cease being eligible for the hardship program.

c. If you are having trouble paying your bills due to financial hardship, we request that you advise us as soon as possible and prior to the due date on your outstanding bill. We will then work with you to provide flexible payment arrangements and access to the hardship program where eligible.

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

11.2 Domestic, Family and Sexual Violence Policy

a. We offer a Domestic, Family and Sexual Violence (DFSV) Policy with provisions to support people experiencing domestic, family and sexual violence.

b. Pursuant to the Domestic, Family and Sexual Violence Policy we will:

i. establish processes to adequately train staff to assist you, if you are in a domestic, family, or sexual violence situation;

ii. confidentially and securely handle your personal and sensitive information.

iii. recognise domestic, family, or sexual violence as a potential cause of payment difficulty and hardship in our approach to debt management and recovery; and

iv. review our Domestic, Family and Sexual Violence policy no less than once every two years to ensure it remains effective and compliant.

c. Information on support available to you and our Domestic, Family and Sexual Violence Policy (as amended from time to time) is available on our website.

d. The Domestic, Family and Sexual Violence Policy can be provided to you, free of charge on request in electronic or hard copy.

11.3 Payment methods

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

11.4 Charge for dishonoured payments

a. This clause 11.3 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.

11.5 Flexible payment plans

a. We offer flexible payment plans in accordance with this clause if you are a customer experiencing payment difficulties and you inform us in writing or by telephone that you are experiencing payment difficulties.

b. Customers experiencing payment difficulties are offered the following flexible payment options:

   i. a system or arrangement under which a customer may make payments in advance towards future bills; and

   ii. an interest and fee free payment plan or other arrangement under which the customer is given more time to pay a bill or to pay arrears (including any disconnection or reconnection charges as per the Disconnections Policy).

c. We are not obliged to offer a customer a flexible payment plan if the customer has, in the previous 12 months, had 2 such plans cancelled due to non- payment.

d. In such a case, we will offer another flexible payment plan only if we are reasonably satisfied that the customer will comply with that plan.

11.6 Debt recovery

a. We will not commence proceedings for the recovery of a debt relating to the sale and supply of a retail service by us from a customer if:

   i. the customer continues to adhere to the terms of a flexible payment plan or other agreed payment arrangement; or

   ii. we have failed to comply with the requirements of:

      A. our Hardship Policy in relation to that residential customer; or

      B. the Code relating to non-payment of bills, payment plans and assistance to customers experiencing payment difficulties; or

   iii. you currently have a flow restriction device installed at the relevant supply address in accordance with clause 15.

b. The provisions in this contract regarding our rights to recover a debt are in addition to, and do not derogate from:

   i. rights (including the first charge) granted to us by virtue of Part 5 of the *South Australian Water Corporation Act 1994* (SA); and

   ii. our right to recover from you all reasonable amounts associated with the recovery of your debt to us under this clause 11.5, including but not limited to any collection's agency fees and/or legal fees.

12. Billing disputes

12.1 Reviewing the bill on request

a. 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 21.

b. We will use our best endeavours to review your bill within the timeframes required in the applicable regulatory instruments.

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

   i. the greater of:

      A. that portion of the bill under review that we agree is not in dispute; or

      B. an amount equal to the average amount of your bills in the previous 12 months (excluding the bill in dispute); and

   ii. any future bills that are properly due.

12.2 Procedures following a review of a bill

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

   i. correct, we may require you pay the amount of that bill which is still outstanding; or

   ii. incorrect, we:

      A. will correct your bill;

      B. will refund (or set off against the amount in 12.2(a)(ii)(C)) any fee paid in advance under clause 12.1(c);

      C. may require you pay the amount of that bill which is still outstanding; and

      D. will advise you of the existence of our Enquiries, Complaints and Dispute Resolution Process under clause 21.

b. We will inform you that you may lodge a dispute with the Industry Ombudsman after completion of our review of a bill, where you are not satisfied with our decision in the review and our action or proposed action.

13. Overcharging

a. If we overcharge you due to an act or omission on our part, we will advise you

within 10 business days of us becoming aware of the error.

b. If we have overcharged you and you have already paid your bill you may select from the following options:
   i. we can credit the amount to your account, and it will be deducted from your next bill; or
   ii. we can repay the amount directly to you via cheque or via electronic funds transfer (EFT).

c. We will repay any amounts overcharged within 10 business days of being notified by you.

d. Where no instruction has been received from you within 10 business days we will credit the overcharged amount to your next bill.

e. We are not obliged to refund any interest amounts that may be applicable to overcharged amounts.

14. Undercharging

a. We can recover from you any amounts we may have undercharged you.

b. Where any amount undercharged is as a result of an act or omission on our part, we will recover only the amounts undercharged on the nine months prior to the meter reading date on your last bill for metered services. For non- metered services, such as sewerage, we will recover only the amounts owed to us in the nine months prior to us advising you in writing that there has been an error.

c. 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 nine months or nine months in any other case.

d. You must pay amounts undercharged even as a result of an act or omission on our part, but you may negotiate a payment plan up to the eligible period as referred above.

15. Restriction of a retail service

15.1 Residential customers

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:

a. you have not paid a bill or bills within the required timeframes;

b. you have not agreed to an offer of a flexible payment plan under clause 11.4 or another payment option to pay a bill;

c. 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;

d. you have not complied with the terms of our Hardship Policy referred to in clause 11.1 resulting in you being removed from that hardship program;

e. 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;

f. you have used the water retail service illegally; or

g. an emergency situation arises.

15.2 Non-residential customers

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:

a. you have not paid a bill or bills within the required timeframes;

b. you have not agreed to an offer of a flexible payment plan under clause 11.4 or another payment option to pay a bill;

c. 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;

d. you have used the water retail service illegally; or

e. an emergency situation arises.

15.3 Immediate restrictions by SA Water

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 11.4 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 11.4, 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.

16. Disconnections

16.1 We may arrange for the disconnection of your retail service:

a. if you have requested that disconnection in accordance with our Disconnections Policy;
b. if you have used the retail service illegally;
c. if you have refused or obstructed entry to a water industry officer appointed under the *Water Industry Act 2012* for the purposes of meter reading or other purpose consistent with carrying out duties in accordance with applicable regulatory instruments and that all necessary conditions to authorise the disconnection under that Act or other relevant applicable regulatory instrument have been met;
d. in the case of an emergency; or
e. as permitted by the Code.

16.2 If we disconnect your retail service in accordance with clause 16.1 you must pay us the fees and charges relevant to that disconnection as set out in our Disconnections Policy.

17. Restoration

a. 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 as and when required by us under the Code.
b. However, this obligation is subject to:
   i. clause 8.5;
   ii. you making a request for reconnection or removal of water flow restriction; and
   iii. you paying our reasonable charge for reconnection or removal of water flow restrictions as per the Fees and Charges Schedule.
c. If you are a residential customer, we will not charge you a restoration fee where you are eligible for the hardship program and agree to participate in that hardship program upon restoration.
d. We will use our best endeavours to reconnect or remove water flow restrictions within the timeframes required by the regulatory service standards.

18. Termination of a retail service

18.1 Termination by us

We may terminate this contract with you in accordance with applicable regulatory instruments if:

a. the supply of the retail service to your supply address has been disconnected in accordance with other provisions of this contract and you no longer have a right to be reconnected in accordance with clause 17;
b. you are no longer the owner of the supply address, and we have entered into a new contract with the new owner; or
c. circumstances beyond our reasonable control mean that the water reticulation network, sewerage reticulation network and/or the dual reticulation recycled water network necessary to provide the retail service to your supply address are no longer available.

18.2 Termination by you

a. You may terminate this contract with us at any point in accordance with this clause and the Code.
b. Upon you terminating this contract, you are required to pay us all outstanding fees and charges, and amounts owed under this contract. However, you retain your rights under clause 12 and 13.
c. You must provide us with three business days' notice to terminate this contract.
d. Notice for the purposes of clause 18.2(c) above may be provided by:
   i. personal contact;
   ii. telephone;
   iii. electronic mail; or
   iv. writing to us.

18.3 Fees and charges for termination

a. We may charge the following fees where this contract is terminated by you:
   i. a meter reading fee where an unscheduled meter reading is required to finalise your account;
   ii. a disconnection fee where removal or physical disconnection of infrastructure is required to cease the flow of services to or from your supply address to give effect to the termination of a retail service; and
   iii. any other fees or charges recoverable under the Act.

b. All fees and charges relating to termination will be as outlined in our Fees and Charges Schedule.

18.4 Obligation to pay arrears before transferring ownership of land

a. If you intend to transfer the ownership of land relating to a supply address governed by this contract, before doing so, you must pay all outstanding fees and charges owing to us before transferring ownership of the said land.

b. In the event that you fail to comply with clause 18.4, you remain liable to us for the payment of the outstanding fees and charges and we reserve our right to take any action necessary to recover the arrears, including recovering costs associated with enforcing our rights under this clause 18.5.

c. Until all amounts due to us with respect to the provision of the retail service are paid in full, the first charge granted to us by virtue of Part 5 of the *South Australian Water Corporation Act 1994* (SA) will remain on the supply address to which the relevant retail services have been provided.

18.5 Obligation to notify new owner on transfer of ownership

a. Upon sale of your supply address to a new owner, you should advise the new owner of the existence of this contract and any special characteristics of your retail service. A copy of the notification we provide you under clause 7.4, or upon assessment of your application for connection, should be provided to any prospective purchasers.

b. You may be liable to the new owner for any repercussions of non-compliance with this clause at common law and under relevant legislation.

19. Force majeure

19.1 Effect

If, but for this clause 19, 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.

19.2 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.

19.3 Industrial disputes

Nothing in clause 19 requires us to settle an industrial dispute which constitutes a force majeure event in any manner other than the manner preferred by us.

20. Special needs customers - residential customers and consumers

20.1 Notification

a. Where a person residing at the residential supply address 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) a residential customer or consumer at the relevant residential premises, medical professional, carer or family member acting on behalf of a residential customer or consumer must:

   i. notify us, with confirmation from a registered medical practitioner or hospital, that a person residing at the residential customer's supply address requires continued use of life support equipment; and

   ii. 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.

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

20.2 Restrictions on us

Once we are notified under this clause 20, but subject to clause 20.1(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' notice of any planned interruptions to supply at the supply address; and

   ii. an emergency telephone contact number (which is printed on your bill or available on our website).

21. Enquiries, complaints and dispute resolution

21.1 Enquiries

You can call our customer enquiry number on 1300 SA WATER (1300 729 283) for the cost of a local call from anywhere in the State to enquire about our retail services and related matters.

For more information, please read our Enquiries, Complaints and Dispute Resolution Process on our website.

21.2 Complaints and dispute resolution

a. We have a customer complaints and dispute resolution process in place to deal with:

   i. the mechanisms by which a customer or a consumer can make a complaint;

   ii. the process to handle complaints;

   iii. the timeframes in which complaints should be responded to;

   iv. the method of response; and

   v. the process for referral to the Industry Ombudsman scheme where a complaint is not satisfactorily resolved.

b. You may make a complaint to us regarding our services or compliance with this contract. We will address your complaint in the manner set out in our Enquiries, Complaints and Dispute Resolution Process. For further information regarding this process please refer to our website.

c. 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 Enquiries, Complaints and Dispute Resolution Process.

d. If you are not satisfied with the outcome of our internal dispute resolution process, you may refer the matter to the relevant Industry Ombudsman for external dispute resolution.

e. We request that you raise your matter with us before going to the Industry Ombudsman. The Industry Ombudsman may refer your complaint back to us if it determines that you have not provided us with the opportunity to address your complaint.

22. Information and privacy

22.1 We will keep your personal information confidential in accordance with the State Government's Information Privacy Principles and our Privacy Policy.

22.2 In the unlikely event that we are unable to provide your services, and a supplier of last resort is appointed by ESCOSA, we will provide your details to the supplier of last resort.

22.3 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.

22.4 By accepting a retail 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.

23. General

23.1 Applicable law

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

b. You irrevocably submit to the non-exclusive jurisdiction of courts exercising jurisdiction in South Australia, and courts of appeal from them, in respect of any proceedings arising out of or in connection with this contract.

23.2 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.

23.3 Amending the contract

This contract may only be amended in accordance with the Code. We will publish any amendments to this contract on our website.

23.4 The Code

If the Code grants us a right which may be included in this contract, our rights under this contract are deemed to include such a right.

Annexure A

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

Accredited laboratory	Means a laboratory operated by a body currently accredited by the National Association of Testing Authorities (NATA) to undertake the assessment.
Act	Means the *Water Industry Act 2012 (SA)* 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, a guideline, or other regulatory instrument issued by ESCOSAwhich applies to us.
Authorised deposit taking institution	Means an authorised deposit taking institution within the meaning of the *Banking Act 1959* (Cth) as defined in section 4 of the *Legislation Interpretation Act 2021*.
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 – *Major 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, and in respect of a sewerage retail service, the inspection point at your supply address which then connects to the sewerage reticulation network.
Connections Policy	Means our connection policy as published on our website as may be amended from time to time.
Consumer	Means a consumer as defined under section 4 of the Act which currently means: "a person supplied with retail services as a consumer or user of those services."
Contract	Means this contract which has been approved by ESCOSA under clause 12.1 of the Code.
Country lands customer	means a customer who owns land within a country lands water district, being a country lands water district declared by us under section 6 of the *Waterworks Act 1932* as at immediately prior to 31 December 2012.
Customer	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."
Disconnections Policy	Means our disconnections policy as published on our website as may be amended from time to time.

Domestic, family and sexual violence (DFSV)	Family violence is a term used for violence that occurs within family relationships, such as between parents and children, siblings, intimate partners or kinship relationships. Family relationships can include carers, foster carers and co-residents (for example in group homes or boarding residences). Domestic violence is a type of family violence that occurs between current or former intimate partners (sometimes referred to as intimate partner violence). Family violence, domestic violence and sexual violence can include a range of behaviour types such as: • physical violence • sexual violence • emotional abuse • psychological abuse • coercive control • financial abuse • technological abuse • social abuse/isolation • spiritual/religious abuse • pet abuse • cultural abuse • stalking
Domestic, family and sexual violence (DFSV) Policy	Means our DFSV policy as published on our website and as may be amended from time to time.
Domestic waste	Means human waste and toilet flushing water, and water used for personal washing; and any wastewater, and substances of a kind and quantity usually contained within it, arising from the ordinary non-commercial domestic washing activities; but does not include discharges from a septic tank or any other facility for the onsite treatment or storage of domestic wastewater.
Drinking water	Means water that is supplied to your supply address and intended for human use and consumption as set out in section 3 of the *Safe Drinking Water Act 2011*.
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 the system of SA Water owned and/or operated water mains and service pipes for the provision of recycled water to two 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.
EFT	Means Electronic Funds Transfer which refers to the methods of transferring funds electronically between people, financial institutions, and companies.
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 *Essential Services Commission Act 2002* (SA).
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.

Financial hardship	Means a circumstance of experiencing or anticipating a lack of financial means to pay a particular debt owed to the retailer, which may be either ongoing or temporary, but does not include circumstances where a person chooses not to meet a liability for an unpaid debt.
Force majeure event	Means an event outside the control of 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.
Land use code	Means the code designated by the State Valuation Office for land which determines the land value rate applied by us.
Meter	Means the device and associated equipment owned by us used to measure the use of water or recycled water of a property.
NATA	Means the National Association of Testing Authorities who accredits organisations to perform testing and inspection activities.
Network	Means: a. in respect of the water retail service, the water reticulation network, or the dual reticulation recycled water network (as the case may be); and b. in respect of the sewerage retail service, the sewerage reticulation network.
Non-drinking water	Means water that is supplied to your supply address and is not intended for human consumption. Information regarding your supply and its use is available on your account and our website and does not include recycled water.
Non-residential customer	Means a customer who acquires a retail service and is not a residential customer nor a country lands customer.
Non-standard contract	Means a contract between us and a customer for the provision by us of a non-standard retail service which contract is not a standard contract approved by ESCOSA under clause 12.1 of the Code.
Non-standard retail service	Means a retail service and other services we may provide to customers on terms and conditions other than that set out in this standard contract, but such services do not include a retail service provided to customers with special characteristics as described in clause 7.4.
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 *Water Industry Regulations 2012* (SA) 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 consumer	Means a consumer supplied with retail services primarily for their own domestic purposes.
Residential customer	Means a customer which acquires a retail service primarily for their own domestic purposes but does not include a country lands customer.
Restricted wastewater	Means anything you attempt to discharge through the sewerage system that is not domestic waste and includes trade waste.

Retail service	Has the meaning described in clause 3.1 of the contract, which services are provided by us under the terms and conditions of this standard contract.
Sewage	Includes any form of waste that may be appropriately removed or dealt with through the use of a sewerage retail service (but does not include trade waste).
Sewerage retail service	Means the collection, storage, treatment, or conveyance of sewage through the use of the sewerage reticulated network.
Sewerage reticulation network	Means the system of SA Water owned and/or operated sewer mains and service pipes for the collection of sewage from individual properties and conveyance to a point of treatment through the use of a reticulated system.
Special characteristics	Means the particular features or characteristics of the retail service relevant to your supply address which may include, without limitation, special characteristics as to the quality, reliability, flow rate, continuity, and other characteristics relevant to that retail service.
Supplier of last resort	Means a supplier of the retail service, other than us as described in section 31 of the Code.
Supply address	Means the property address at which the retail service is to be provided under this contract.
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, as the case may be, proclaimed by a minister of the government of South Australia.
Water retail service	Means the supply of water through our water reticulation network and/or the supply of recycled water through our dual reticulation recycled water network.
Water reticulation network	Means the system of SA Water owned and/or operated water mains and service pipes for the provision of water to two or more locations in the State.