



TATIARA DISTRICT COUNCIL

Customer Charter - Water and Effluent Retail Services

BACKGROUND

Tatiara District Council currently provides the following services:

1. Provision of **effluent disposal services** via Community Wastewater Management Systems at the townships of Bordertown, Keith, Mundulla and Wolseley.
2. Provision of a non potable **water supply service** to participating residents in the township of Wolseley.

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

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

RETAIL SERVICES PROVIDED

1. WOLSELEY'S NON-POTABLE WATER SUPPLY - QUALITY

We will:

- provide you with non-potable 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 will:

- report any leaks, bursts or quality issues to us as soon as possible by contacting the council office or 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
- Not use the water for drinking purposes as it is non potable

2. EFFLUENT DISPOSAL (QUALITY)

We :

- are responsible for the CWMS scheme from your connection point to the final effluent evaporation lagoons
- will remove effluent and wastewater from your property in accordance with all relevant health and environmental regulatory requirements.
- will use our best endeavours to minimise the frequency and duration of interruptions or limitations to your sewerage service
- will provide you with information on any planned interruptions to your sewerage service at least 4 business days prior to us undertaking any works or maintenance
- will provide an emergency telephone number on our website for you to call in the event of an emergency or interruption to the supply of your sewerage service
- will pump out your septic tank at least once every 5 years after providing you with several weeks notice

You:

- are responsible for infrastructure between Council's connection point to your house which includes your septic tank.
- will report any blockages, bursts or leaks to us as soon as possible by calling the council office or the emergency telephone number displayed on our website
- will not discharge restricted wastewater or stormwater or any other objects into our sewerage infrastructure
- may be liable to pay us for a proportion of the costs reasonably attributable to you for a blockage, burst or leak if it was obviously caused by you. We 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

OUR PRICES

PRICE LIST – WATER SUPPLY

We will:

- publish our CWMS charges and our water supply fees, which sets out all of the fees and charges associated with the sale and supply of your retail service, each year by July 30 on our website at www.tatiara.sa.gov.au. We will also make this available at our offices at Bordertown and Keith.
- 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 30 on our website at www.tatiara.sa.gov.au. We will also make this available at our offices at Bordertown and Keith
- in the case that any fees and charges set out in the Price List change, publish these on our website 14 days prior to these fees and charges taking effect, and make these available at our office
- calculate your water bill on a pro-rata basis if a tariff rate or charge changes during a billing cycle so that the old tariff rate or charge applies up to and including the date of change and the new tariff rate or charge applies from the date of the change to the end of the billing cycle

SERVICE AVAILABILITY CHARGE

The Local Government Act 1999 allows us to recover a “service availability charge” from you where our sewerage infrastructure runs adjacent to your property. We will require you to pay our “Unoccupied CWMS service charge” where your property is connected to your property even though your property may be vacant. This charge will be sent out with your annual rates notice.

SEWERAGE CONCESSIONS

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

CONNECTIONS

CONNECTIONS – WHERE YOUR PROPERTY IS NOT CURRENTLY CONNECTED TO OUR INFRASTRUCTURE

We will:

- inform you within 5 days whether or not you can be connected to our infrastructure
- connect you to our water/sewerage service within 28 days of you providing us with information required by us including a signed agreement and paying any relevant connection fees as set out in our Price List

You will:

- Not connect to our infrastructure without council’s approval
- Once approval has been obtained use a licenced plumber to connect to our scheme in line with your approval and advise council of the connection date
- pay any relevant connection and account establishment fees as set out in our Price List

Further details on connecting new properties to our infrastructure is available by visiting our office at 43 Woolshed Street Bordertown.

BILLING AND PAYMENTS

We will:

- include your sewerage charges on your rates notice, (separately identified), issued quarterly, unless you have paid the entire financial year’s charges or otherwise agreed with you
- Issue you with a separate bill for your water supply ensuring that your bill is based on an actual meter reading at least once within a 12 month period
- provide you with consumption or estimated consumption of water services and meter readings, metering data or estimates of consumption
- provide you with a detailed bill and give you at least 28 business days to pay your bill
- offer you the ability to pay your bills in person, by mail, by BPAY or by credit card

You will:

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

PAYMENT ASSISTANCE AND FINANCIAL HARDSHIP

We will:

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

You will:

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

Further details on our Hardship Policy for Residential Water Supply Customers or our Rates Hardship Policy are available on our website at www.tatiara.sa.gov.au or by visiting our office at 43 Woolshed Street Bordertown. We will provide you with a copy of our Hardship Policy upon request.

REVIEWING YOUR BILL/BILLING DISPUTES

We will:

- not commence our debt collection processes where a bill (or part of a bill) is in dispute
- review your bill and inform you of the outcome of our review within 30 business days of your request
- inform you about our independent external dispute resolution body where you remain dissatisfied following our review

You will:

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

OVERCHARGING

We will:

- inform you within 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

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

DEBT RECOVERY

We will:

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

You will:

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

ENTRY TO YOUR PROPERTY

We 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 sewerage service unless it is an emergency situation.

You will:

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

WATER FLOW RESTRICTIONS FOR NON-PAYMENT

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

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

Before restricting your water supply, we will:

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

You will:

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

WATER DISCONNECTIONS

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

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

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

REINSTATEMENT OF WATER SUPPLY

We will:

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

You will:

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

EFFLUENT DISCONNECTIONS

Council will not disconnect your service in any of the following circumstances:

- You request a disconnection because you are demolishing your house.
In this case council will alter your annual Community Wastewater Management Scheme (CWMS) Service Charge from the “Occupied” amount to the reduced “Vacant” charge.
- If for some reason 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)
Instead we will issue an Order on you under the relevant government legislation to ensure that you rectify the situation
- You are found to be using the services illegally or have refused entry to person authorised to undertake maintenance or repairs in accordance with relevant regulatory instruments.
Instead we will issue an Order on you under the relevant government legislation to ensure that you rectify the situation

TERMINATION OF CONTRACT FOR RETAIL SERVICES

We will:

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

You will:

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

COMPLAINTS AND DISPUTE RESOLUTION

We will:

- respond or acknowledge your complaint or enquiry within 5 business days
- refer you to our Director Corporate & Community Services if you are not satisfied with our initial response or resolution or, if required, escalate you to the Chief Executive Officer
- advise you of your option to escalate your complaint to the State Ombudsman of South Australia and provide you with the details of that organisation

Further details on our Enquiry, Complaint & Dispute Resolution Procedures are available on our website at www.tatiara.sa.gov.au or by visiting our Bordertown office at 43 Woolshed Street or our Keith office at 34 Hender Street. We will provide you with a copy of our procedures upon request.

CONTACTING US

If you need to know more about the contents of this Charter, please contact us on the details below

General Enquiries (08) 8752 1044
Faults & Emergencies 0427 970 927
Website www.tatiara.sa.gov.au
Email office@tatiara.sa.gov.au
Office 43 Woolshed Street Bordertown
PO Box 346 Bordertown SA 5268

RECORD OF AMENDMENTS

Date	Revision No	Reason For Amendment
29 May 2015	Rev: 00	Draft Charter Prepared
9 June 2015	Rev: 01	Charter Adopted by Council
14 July 2015	Rev: 02	Inclusion of section on disconnection of Effluent connection as required by ESCOSA. Adopted by Council.
9 February 2021	Rev: 03	Review of policy