



**City of Charles Sturt**  
**Recycled Water Service Charter**



# RECYCLED WATER SERVICE CHARTER

CITY OF CHARLES STURT .....	1
RECYCLED WATER SERVICE CHARTER .....	1
INTRODUCTION TO THE PROVISION OF RECYCLED WATER .....	4
BY THE CITY OF CHARLES STURT .....	4
1. CONNECTION AND SERVICE PROVISION .....	8
1.1 Obligation to Provide Service .....	8
1.2 Rights to Water Services.....	8
1.3 Obligation to Connect .....	8
1.4 Provision of Recycled Water: Residential Customers.....	8
1.5 Limits on Recycled Water Services.....	8
1.6 Provision of Recycled Water; Commercial Customers .....	9
2. FEES/CHARGES.....	9
2.1 Fee/Charge Determination .....	9
2.2 Variation .....	9
2.3 Schedule of Charges .....	9
3. COMPLAINTS AND DISPUTES .....	9
3.1 Complaints and Disputes Procedure .....	9
4. BILLING .....	9
4.1 Meter Readings.....	9
4.2 Special Meter Readings .....	9
4.3 Billing Cycle .....	10
4.4 Content of Bills.....	10
4.5 Presentation of Charges .....	10
4.6 Adjustment of Bills .....	10
5. PAYMENTS .....	11
5.1 Payment Dates.....	11
5.2 Payment Methods .....	11
5.3 Payment Difficulties.....	11
5.4 Payment Plans .....	11
6. CONCESSIONS .....	11
7. COLLECTION .....	11
7.1 First and Final Reminder Notices .....	11
7.2 Attempts to Contact .....	12
7.3 Warnings.....	12
7.4 Content on the Notices .....	12
7.5 Dishonoured Payment .....	12
8. ACTIONS FOR NON-PAYMENT .....	12
8.1 Restriction and Legal Action .....	12
A restriction under clause 7 may reduce the supply of water or Recycled Water to no less than [2 litres per minute] at the tap nearest the meter subject to statutory provisions that may otherwise dictate the reduction in supply.....	12
Supply will be restored from restriction within 1 business day where payment has been made. The City of Charles Sturt may in this circumstance charge a reasonable fee for the removal of the restriction device.....	12
8.2 Interest and Other Charges.....	12
9. ACTIONS FOR NON-PAYMENT .....	12
9.1 Restriction and Legal Action .....	12



## RECYCLED WATER SERVICE CHARTER

10.	SECURITY DEPOSITS .....	13
11.	QUALITY OF SUPPLY.....	13
11.1	Delivery Quality.....	13
12.	FLOW TESTING .....	13
13.	RELIABILITY OF SUPPLY .....	13
13.1	Planned Interruptions .....	13
13.2	Unplanned Interruptions.....	13
14.	DISCONNECTION .....	14
14.1	Permitted Disconnection.....	14
14.2	Reconnection.....	14
15.	METERS.....	14
15.1	Meter Testing .....	14
16.	CUSTOMER’S ASSETS .....	15
16.4	Notice of Planned Construction Works and Entry Upon the Property.....	15
16.5	Worker Identification.....	15
16.6	Access Generally .....	16
16.7	Rectification of the Area following works .....	16
17.	INFORMATION .....	16
17.1	Inquiries .....	16
17.2	Recycled Water .....	16
18.	CUSTOMER OBLIGATIONS UNDER THE RECYCLED WATER SUPPLY AGREEMENT AND THE CUSTOMER CHARTER.....	16
19.	COUNCIL OBLIGATIONS.....	17
20.	CUSTOMER OBLIGATIONS RELATING TO OCCUPATIONAL HEALTH AND SAFETY .....	17
21.	PRIVACY .....	17
22.	INFORMATION RELATING TO THE RECYCLED WATER SERVICE CHARTER .....	17
23.	NOTIFICATION OF AMENDMENTS TO THE RECYCLED WATER SERVICE CHARTER.....	18
	SCHEDULE A.....	19
	SCHEDULE OF GENERAL FEES & CHARGES AS AT JUL 1, 2014 .....	19
	ANNEXURE A.....	20
	ANNEXURE B.....	21
	ANNEXURE C.....	22



## RECYCLED WATER SERVICE CHARTER

### INTRODUCTION TO THE PROVISION OF RECYCLED WATER

#### BY THE CITY OF CHARLES STURT

The City of Charles Sturt's Recycled Water Service Charter has been developed to support the Land Management Agreements that affect a substantial proportion of the land where the City supplies Recycled Water.

The Recycled Water Service Charter outlines the general standards and conditions that govern the delivery of Recycled Water by the City of Charles Sturt to the Customer and indicates the basic obligations of the City of Charles Sturt and the Customer in respect of the supply of Recycled Water and the distribution network that carries the supply to the Customer's Boundary Access Point on the Customers Allotment.

The Recycled Water Service Charter should be read in conjunction with any Recycled Water Supply Agreement that may be in place for a particular customer, unless otherwise specified.

The Recycled Water distribution network (or the **Dual Reticulation Works** as defined in the LMA) is constructed under roads, footpaths, railway lines and public reserves. It serves public open spaces (reserves and the like), residential houses where feasible and commercial customers which range from schools (oval watering etc) to industrial uses where the water quality is deemed suitable.

The alignment of the Recycled Water Distribution Network has been chosen to link a number of the Water Proofing the West Stage One project sites, to ensure it is the most effective reticulation service within the project's defined budgetary constraints and that it is constructed to deliver Recycled Water to specific residential developments within the City of Charles Sturt. It is planned that the Recycled Water distribution network will be expanded over time to include other areas/developments within the City of Charles Sturt area as and when funding for this project becomes available.

The uses to which Recycled Water can be put are limited and specific. Each Customer must understand and agree to those constraints as defined in the Recycled Water Supply Agreement, the conditions of the LMA (if that also applies) and the Recycled Water Service Charter. Each of these documents has been established to best protect the health of the community and clarify the supplier and the customer's rights and obligations.

When the Recycled Water Supply Agreement is executed, it, together with the LMA (if applicable) and the Recycled Water Service Charter will regulate the relationship between the City of Charles Sturt and the Customer.

This introduction is correct and forms part of this Recycled Water Service Charter.

### A. **Amendment to the Recycled Water Service Charter**

The City of Charles Sturt's Recycled Water Service Charter can be amended from time to time by any one or more of the following:

- (a) a direction by the City of Charles Sturt;
- (b) as a result of a direction by Essential Services Commission of South Australia (**ESCOSA**) or other applicable regulatory bodies; and
- (c) following notification to Customers, stakeholders and interested parties generally.

At all times the City of Charles Sturt's Recycled Water Service Charter (**Charter**) reflects the requirements of applicable South Australian legislation.

### B. **Commencement**

This Charter commences on 1 January 2013 or upon the issue of a Water Industry Entity License to the City of Charles Sturt.

### C. **The Process explained**

The City of Charles Sturt supplies Recycled Water under an arrangement governed by:

- a Recycled Water Supply Agreement between the parties, which then references:
  - a Recycled Water Service Charter (this document);
  - Water Industry Act 2012;
  - Water Retail Code – Intermediate and Minor Retailers.

For most residential customers these agreements are provided under an umbrella Land Management Agreement made either with the initial developer of the land or individually. This Land Management Agreement is noted on the title of the Customer's Allotment if it applies.

The above agreements must be put in place to the satisfaction of the City of Charles Sturt before the supply of Recycled Water will commence.

If there is any inconsistency between these documents, then, to the extent of that inconsistency, the documents shall be interpreted in the following descending order of precedence:

1. Charter;
2. Recycled Water Supply Agreement;
3. Land Management Agreement; and
4. Water Retail Code – Intermediate and Minor Retailers.

### D. **Charges**

Each year, the City of Charles Sturt will review the relevant charges as required under the Local Government Act 1999. Fees will then form part of City of Charles Sturt's Fees and Charges Register. This review enables City of Charles Sturt to recover the cost of providing its Customers with Recycled Water.

The Fees are set out at **Schedule A** of the Recycled Water Service Agreement and changes to other Fees are published by the City of Charles Sturt from time to time.

### E. Definitions

Capitalised terms used throughout this Charter defined in the Land Management Agreement and the Recycled Water Supply Agreement have the meanings given to them in those documents unless otherwise specified.

In this Recycled Water Service Charter, unless the context otherwise appears:

- (a) **Allotment** means an allotment as defined in section 223LA of the Real Property Act 1886 and includes a community lot or community property in a community division under the Community Titles Act 1996 or a unit or common property, created under the Strata Titles Act 1988, where the community lot or common property or unit is connected to the Dual Reticulation Network.
- (b) **Allotment Infrastructure** means any infrastructure internal to an Allotment on the Land up to the Boundary Access Point which is connected to or impacts in any way on the Council's Infrastructure.
- (c) **Boundary Access point** means the point on the boundary of each Allotment at which the Council's Infrastructure shall deliver Recycled Water.
- (d) **Billing Period** means any period for which a Customer's bill is calculated, usually every 6 months (i.e. semi-annually) which is subject to review by the City of Charles Sturt.
- (e) **Council's Infrastructure** means the Recycled Water Distribution Network not in an Allotment.
- (f) **Dual Reticulation Works** means the Allotment Infrastructure and the Council's Infrastructure.
- (g) **Disconnect** means the action of physically preventing the flow of Recycled Water to the Allotment Infrastructure.
- (h) **ESCOSA** means the Essential Services Commission of South Australia as established under the Essential Services Commission Act 2002.
- (i) **Land Management Agreement** refers to the agreement entered into by the City of Charles Sturt and the owner of the Land which is noted on the title or property which is referred to as the 'LMA' throughout this agreement.
- (j) **Mains Water** means potable water as may be supplied by SA water.
- (k) **Meter Assembly** refers to the apparatus consisting of a water meter, stop valve, strainer, and any additional valves, but does not include a backflow prevention device installed downstream of the outlet of the water meter.
- (l) **Office of Technical Regulator** refers to the regulator for the technical services (with ESCOSA regulating the consumer services) that has been set up following the implementation of the Water Industry Act 2012 that will oversee the operations conducted by virtue of this Agreement.
- (m) **Permitted Use Rules** means the rules for the use of Recycled Water set out in Annexure A as updated by the City of Charles Sturt from time to time.
- (n) **Privacy legislation** refers to the City of Charles Sturt 'Privacy Policy' available on its website or by request from the front counter.



## RECYCLED WATER SERVICE CHARTER

- (o) **Recycled Water** has the meaning given to it in the Recycled Water Supply Agreement.
- (p) **Recycled Water Supply Agreement** means the agreement between the Council (or its agent) and the owner of each individual Allotment. The Recycled Water Supply Agreement will incorporate by reference the Recycled Water Service Charter.
- (q) **Residential Customer** means the owner of the Allotment that has executed the necessary legal documentation with the City of Charles Sturt regarding the provision of Recycled Water.
- (r) **Device** refers to a device installed at the meter assembly point to restrict the flow of water into an Allotment via the Dual Reticulation Works.
- (s) **Water Retail Code – Intermediate and Minor Retailers** means the document that ESCOSA has developed to regulate the industry in the best interests of consumers. This document is available from the Essential Services Commission of South Australia ([www.escosa.sa.gov.au](http://www.escosa.sa.gov.au))



## Standards and Conditions of Service and Supply

### 1. Connection and Service Provision

#### 1.1 Obligation to Provide Service

If the Customer's Allotment is connected to the Recycled Water Distribution Network, the City of Charles Sturt will to its best endeavours provide the Recycled Water in accordance with its Recycled Water Service Charter, the Recycled Water Supply Agreement and relevant legislation and regulations of the time.

#### 1.2 Rights to Water Services

The City of Charles Sturt will to its best endeavours provide Recycled Water that:

- 1.2.1 meets the Customer's reasonable needs for general irrigation and other approved uses;
- 1.2.2 meets minimum flow rates for such uses; and
- 1.2.3 meets the quality standards outlined in the Recycled Water Service Charter.

#### 1.3 Obligation to Connect

If the Land Management Agreement is noted on the title to the Customer's Allotment then the Customer will be required to enter into an agreement for the supply of Recycled Water through the Recycled Water Distribution Network on the proviso that that supply is available, then the City of Charles Sturt will connect the Customer to the Recycled Water Distribution Network if:

- 1.3.1 the Customer has paid or agreed to pay all applicable connection fees; and
- 1.3.2 the Customer has complied with all reasonable terms and conditions of connection imposed by the City of Charles Sturt.

In instances, where there is no LMA noted on the title to the prospective Customer's property, the City of Charles Sturt will advise the applicant of the status of their Application for Recycled Water and any supply expectations.

## RECYCLED WATER SERVICE CHARTER

### 1.4 Provision of Recycled Water: Residential Customers

Upon approval from the City of Charles Sturt to receive Recycled Water and payment of the necessary charges as will be advised to the Customer by the City of Charles Sturt upon execution of the Recycled Water Supply Agreement:

- 1.4.1 the City of Charles Sturt's plumber shall install the Recycled Water Meter Assembly;
- 1.4.2 the Water Meter Assembly will be installed at the agreed Boundary Access Point on the property with the cooperation of City of Charles Sturt's contractors;
- 1.4.3 the Recycled Water outlet service must not be 'charged' (filled) with Recycled Water until the Plumbing Contractor provides the City of Charles Sturt with a satisfactory Certificate of Compliance as required by both the LMA and the relevant Recycled Water Service Agreement; and
- 1.4.4 the on-site cross connection auditing inspection has occurred resulting in a certificate of compliance being obtained by the Customer which must be forwarded to the City of Charles Sturt within 10 business days from the date of inspection. Then the outlet service may be connected to the Recycled Water outlet standpipe.

### 1.5 Limits on Recycled Water Services

The City of Charles Sturt may refuse to provide a Recycled Water service if:

- 1.5.1 the Customer has not entered into a Recycled Water Supply Agreement or a contract in the form acceptable to the City of Charles Sturt, this may include a properly executed Land Management Agreement;
- 1.5.2 the City of Charles Sturt may discontinue the Recycled Water service if the Customer breaches the Permitted Use Rules;
- 1.5.3 the City of Charles Sturt may discontinue the Recycled Water service where there has been a breach of the Water Retail Code. In those circumstances, the City of Charles Sturt may, during the currency of any investigation, take any necessary interim measures, including implementing the Restriction Device, where it is deemed



appropriate having regard to the issue under investigation.

### 1.6 **Provision of Recycled Water; Commercial Customers**

- 1.6.1 Upon approval from the City of Charles Sturt to receive Recycled Water and payment of the necessary charges the City of Charles Sturt will arrange supply.
- 1.6.2 Meter set arrangements will be negotiated with the Customer.

## 2. **Fees/Charges**

### 2.1 **Fee/Charge Determination**

- 2.1.1 The City of Charles Sturt will apply reasonable fixed and variable charges in accordance with the Water Industry Act 2012 noting ESCOSA as the industry regulator of the Water Retail Code.

### 2.2 **Variation**

- 2.2.1 The City of Charles Sturt may vary charges to Customers, subject to the Water Industry Act and any relevant determination by ESCOSA.
- 2.2.2 The City of Charles Sturt will notify Customers of any variation in charges or services on or with the first bill after the decision to vary the charges has been made. The City of Charles Sturt will publish statements detailing the changes to the charges on its website.
- 2.2.3 In order to give effect to a charge variation, it will be open to the City of Charles Sturt to calculate on a pro rata basis the charges for which the Customer is responsible from the date the variation takes effect where the variation occurs within a billing cycle.

### 2.3 **Schedule of Charges**

**Schedule A** to this Recycled Water Service Charter sets out the fees and charges applicable to the supply of Recycled Water and those rates will be published on the City of Charles Sturt's website and available on request from City of Charles Sturt's office.

## 3. **Complaints and Disputes**

### 3.1 **Complaints and Disputes Procedure**

The City of Charles Sturt has an Enquiries, Complaints and Dispute Handling procedure to address complaints or disputes from Customers or others affected by the supply of Recycled Water operations. Customers may obtain a copy of this document from the City of Charles Sturt's website or upon request.

- 3.1.1 If the dispute has not been resolved to the Customer's satisfaction under the Procedure, then the Customer may request that a review of decision occur under Section 270 of the Local Government Act 1999 or
- 3.1.2 If not resolved under 3.1.1 the customer may refer the complaint to the Energy & Water Ombudsman ([www.eiosa.com.au](http://www.eiosa.com.au))

## 4. **Billing**

### 4.1 **Meter Readings**

The City of Charles Sturt will use reasonable endeavours to ensure that all Customers have an actual meter reading every 6 months. Where circumstances prevent routine meter readings, an estimated reading may be applied.

### 4.2 **Special Meter Readings**

Upon request by the Customer, the City of Charles Sturt will determine a Customer's outstanding charges outside of the normal billing cycle e.g. change of ownership as per **Clause 15**.

The City of Charles Sturt will calculate the outstanding charges by reference to either:

- 4.2.1 arranging for a special meter reading where possible; or by
- 4.2.2 providing an estimated bill at no charge.

The City of Charles Sturt will recover reasonable costs from Customers for this information only if a special meter reading is requested.

The Customer may incur additional costs which will be applied at the sole and absolute discretion of the City of Charles Sturt.

## RECYCLED WATER SERVICE CHARTER

### 4.3 Billing Cycle

The City of Charles Sturt will bill its Customers twice a year. Bills may be distributed via Post or electronic means.

The City of Charles Sturt may bill commercial customers or other customers with higher Recycled Water usage, more frequently if agreed in writing with the Customer.

### 4.4 Content of Bills

A bill issued by the City of Charles Sturt will contain at a minimum the following information:

- 4.4.1 the date of issue;
- 4.4.2 the Customer's name, billing address and account number;
- 4.4.3 the address of the Customer's Allotment to which the charges and the bill relate;
- 4.4.4 the date of which the meter was read, or if the reading is an estimate, a clear statement that the reading is an estimated reading;
- 4.4.5 consumption, or estimated consumption, for water in units used (kilolitre (kL));
- 4.4.6 the estimated date range of the next reading;
- 4.4.7 the amount the Customer is required to pay;
- 4.4.8 the relevant fees and charges applicable to the service separately itemised;
- 4.4.9 the date by which the Customer is required to pay;
- 4.4.10 any outstanding credit or debit from previous bills that can be applied to this current billing period;
- 4.4.11 the amount of any government concessions or rebates applicable to the customer;
- 4.4.12 the total of any payment made by the Customer since the last bill was issued;
- 4.4.13 a list of available payment methods;

- 4.4.14 reference to the City of Charles Sturt's Hardship Policy for Residential Recycled Water Customers available.

### 4.5 Presentation of Charges

A bill issued by the City of Charles Sturt will itemise each charge, including:

- 4.5.1 any service charge in relation to the Customer's Allotment;
- 4.5.2 the usage charge in relation to the Customer's Allotment;
- 4.5.3 any other charges in connection with the provision of the services provided to the Customer's Allotment; and
- 4.5.4 a comparison of the Customer's current usage with usage for the previous billing period.

### 4.6 Adjustment of Bills

The City of Charles Sturt may recover from a Customer an amount **undercharged** if:

- 4.6.1 except in the case of illegal use, the amount to be recovered is limited to the amount undercharged in the twelve months prior to the City of Charles Sturt notifying the Customer that undercharging has occurred, a new bill will be issued noting the amount to be recovered as listed as a separate item and is explained and an explanation for the undercharge;
- 4.6.2 the City of Charles Sturt may identify an amount undercharged as a result of a Customer's illegal use of Recycled Water, by estimating the usage for which the Customer has not paid. In respect of this amount, the City of Charles Sturt may decide to recover that amount in accordance with Clause 8.2 of this Charter.
- 4.6.3 If the City of Charles Sturt **overcharges** a Customer, it will:
  - (i) inform the Customer on becoming aware of the error; and
  - (ii) refund or credit the amount overcharged in accordance with the



## RECYCLED WATER SERVICE CHARTER

Customer's instructions.

### 5. Payments

#### 5.1 Payment Dates

The City of Charles Sturt requires Customers to pay their Bill within 30 days from the date of issue.

#### 5.2 Payment Methods

The City of Charles Sturt will accept payment from Customers by various methods, as notified to the Customer by City of Charles Sturt from time to time which will be set out on the Invoice sent to the Customer in respect of the supply.

#### 5.3 Payment Difficulties

5.3.1 If a Customer is experiencing difficulty paying a Recycled Water charge they may contact the City of Charles Sturt to discuss a payment plan and access information about *City of Charles Sturt's Hardship Policy for Residential Recycled Water Customers*. Each case will be considered on its merits in regard to the debt outstanding and the repayment schedule.

5.3.2 Where a payment plan is agreed, written confirmation will be sent to the Customer within 10 business days.

#### 5.4 Payment Plans

5.4.1 The City of Charles Sturt will make provision for flexible payment plans for those Residential Customers who have been identified in accordance with the provisions outlined in the Water Retail Code, and duly approved by City of Charles Sturt. Residential Customers who satisfy the criteria will also be required to participate on the terms outlined in the City of Charles Sturt's Hardship Program as determined by the Hardship Policy for Residential Recycled Water Customers which reflects the Customers' capacity to pay.

5.4.2 The flexible payment plan will include:

- (i) the duration of the hardship plan;

- (ii) the amount of each instalment payable under the plan, the frequency of the instalments and the date by which each instalment must be paid;
- (iii) shall be capable of being renegotiated at the request of the Customer if there is a demonstrable change to the Customer's circumstances which arises or gives rise to increased hardship to the Customer which will be assessed on a case by case basis in accordance with the *City of Charles Sturt's Hardship Policy for Residential Recycled Water Customers*; and
- (iv) be confirmed in writing to the Customer prior to or as soon as practicable after the flexible payment plan commences.

The City of Charles Sturt is not required to offer a customer a flexible payment plan if the customer has, in the previous 12 months, had two flexible payment plans cancelled due to non-payment unless the Customer provides reasonable assurance to the City of Charles Sturt that he or she will comply with the plan.

### 6. Concessions

The City of Charles Sturt will provide information to Residential Customers on its website and within the '*Recycled Water Service Charter - Summary Guide*' concerning the availability of government concessions, rebates or grants and the contact details of the relevant government department responsible for the administration of that concession, rebate or grant.

### 7. Collection

In managing overdue accounts the City of Charles Sturt will follow its Accounts Receivable Policy including the issuing of a reminder/ final notice and where payment is not received and no payment plan established, referral may be made to a debt collection agency.

#### 7.1 First and Final Reminder Notices

If a Customer fails to pay by the required date stated on the bill, the City of Charles Sturt will send a reminder called a '**Reminder Notice**'.

If following a period of 5 business days a Customer fails to pay by the bill on the date set out in the



Reminder Notice, the City of Charles Sturt will send a final reminder notice called a '**Final Notice**'.

## 7.2 **Attempts to Contact**

If the Customer fails to pay within [5 business day] of issuing a Final Notice, the City of Charles Sturt will attempt to contact the Customer by telephone or letter or email twice within [10 business days] if the amount continues to remain outstanding.

## 7.3 **Warnings**

At least 5 business days prior to taking legal action for non-payment as detailed in clause 8.2, the City of Charles Sturt will send a **Notice Before Restriction** that:

- 7.3.1 specifies any assistance that is available to the Customer, including information about the Energy & Water Ombudsman and the *City of Charles Sturt's Hardship Policy for Residential Recycled Water Customers*;
- 7.3.2 advises the Customer that the bill is overdue and must be paid for the Customer to avoid legal action or supply restriction; and
- 7.3.3 cautions that if legal or restriction action is taken by the City of Charles Sturt, the Customer may incur additional costs in relation to those actions.

## 7.4 **Content on the Notices**

Reminder Notices, Final Notices and Notices Before Restriction will contain all the information listed in clause 4.4 except information about meter readings, usage, previous bills, past payments and neighbourhood consumption.

## 7.5 **Dishonoured Payment**

The City of Charles Sturt may recover from a Customer an amount charged by the City of Charles Sturt's financial institution due to:

- 7.5.1 a Customer's cheque being dishonoured; or
- 7.5.2 a Customer having insufficient funds available when paying by electronic transfer which includes credit card payments or direct debit

# RECYCLED WATER SERVICE CHARTER

The City of Charles Sturt will charge interest on late payments on both the arrears and any interest that has previously been imposed.

The prescribed interest rate will be the annually declared Cash Advance debenture Rate plus 3%.

Note that interest is not applied to accounts with overdue balances if a maintained flexible payment plan is in place.

## 8. **Actions for Non-payment**

### 8.1 **Restriction and Legal Action**

The City of Charles Sturt may take action to restrict or disconnect the supply of Recycled Water services for non-payment if payment has not been paid within 12 days of the issue of a Final Notice or the terms of a payment plan have not been adhered to subject to SA Health provisions.

A restriction under clause 7 may reduce the supply of water or Recycled Water to no less than [2 litres per minute] at the tap nearest the meter subject to statutory provisions that may otherwise dictate the reduction in supply.

Supply will be restored from restriction within 1 business day where payment has been made. The City of Charles Sturt may in this circumstance charge a reasonable fee for the removal of the restriction device.

### 8.2 **Interest and Other Charges**

The City of Charles Sturt will not charge interest on overdue Recycled Water usage charges.

The City of Charles Sturt will not impose other charges in respect of outstanding amounts owed by a Customer, unless approved by ESCOSA.

Please note that interest is not applied to accounts with overdue balances if a maintained flexible payment plan is in place.

## 9. **Actions for Non-payment**

### 9.1 **Restriction and Legal Action**

The City of Charles Sturt may take legal action to restrict a Customer's water or Recycled Water services for non-payment if:

## RECYCLED WATER SERVICE CHARTER

9.1.1 more than 10 business days have elapsed since the issue of the Final Notice referred to in clause 7.1 above;

9.1.2 the Customer has been sent the Notice Before Restriction referred to in clause 7.3 including information about the *City of Charles Sturt's Hardship Policy for Residential Recycled Water Customers* and other financial support programs that may be available to help people who are experiencing payment difficulties;

9.1.3 the City of Charles Sturt or its agents has attempted to make contact on at least two occasions as outlined above with the Customer about the non-payment of the account;

9.1.4 the Customer has been notified of the proposed restriction or legal action and the associated costs, including the cost of removing the restriction; and

9.1.5 the Customer has:

- (i) been offered a flexible payment plan under clause 5.4.2 and the Customer has refused or failed to respond to that payment plan; or
- (ii) the Customer has agreed to a flexible payment plan and has failed to comply with the arrangement.

### 10. Security Deposits

The City of Charles Sturt will not require a security deposit from a Customer unless it required by virtue of a separate commercial arrangement entered into between the Customer and the City of Charles Sturt.

### 11. Quality of Supply

The City of Charles Sturt will provide a Recycled Water service in accordance with Annexure B.

The City of Charles Sturt complies with all applicable requirements of the Department for Health and the Environmental Protection Agency and other authorities with regard to the supply of Recycled Water.

#### 11.1 Delivery Quality

The City of Charles Sturt will ensure that a Customer's Recycled Water supply meets the

minimum flow rates specified in the National Guidelines relating to water recycling at the boundary supply point, except to the extent that:

11.1.1 there is a drought or an emergency and a ban or a restriction is imposed by the State government in respect of the use of Recycled Water to or in or about the Customer's Allotment;

11.1.2 there is a water shortage due to peak demand whereby flow is diminished;

11.1.3 the supply of Recycled Water is restricted or disconnected in accordance with this Recycled Water Service Charter; or

11.1.4 as the Water Industry Act may provide.

### 12. Flow Testing

The City of Charles Sturt will from time to time test flow rates and water quality for compliance with the Recycled Water Service Charter.

If a Customer requests testing, the Customer may incur a reasonable charge in respect of the testing if the results of the test demonstrate compliance with the quality of the Recycled Water as set out in this Recycled Water Service Charter.

The City of Charles Sturt will use its best endeavours within commercial limits to rectify any deficiency in terms of service delivery in regard to quality and flow rates.

### 13. Reliability of Supply

#### 13.1 Planned Interruptions

Where planned interruptions are required, the City of Charles Sturt will endeavour to inform affected Customers in writing of the expected time and duration to a service at least 4 business days in advance of any such works or maintenance or upgrade operations being undertaken.

#### 13.2 Unplanned Interruptions

13.2.1 Where unplanned interruptions occur, the City of Charles Sturt will attend to the rectification of a burst or leak in its system as soon as practicable:

- (i) attend the site upon notification or becoming aware of the issue;

(ii) take action to rectify the situation taking into account the potential or actual impact on:

- (a) Customers;
- (b) property;
- (c) the environment; and
- (d) cost to repair;

The City of Charles Sturt will provide an emergency contact line where such instances can be reported and actioned upon.

The City of Charles Sturt will notify Customers whenever possible when it needs to enter upon their property in order to inspect or maintain the Council Infrastructure or the Allotment Infrastructure in the event of an emergency. The Customer, under the terms of the Recycled Water Supply Agreement has agreed to grant the City of Charles Sturt unrestricted access to the property insofar as it concerns the Recycled Water service.

For the avoidance of doubt, the City of Charles Sturt does not need to notify Customers of meter readings or routine inspections pursuant to the terms of the Water Supply Agreement or this Recycled Water Service Charter.

## 14. Disconnection

### 14.1 Permitted Disconnection

Subject to clause 7.2 of the City of Charles Sturt's Recycled Water Service Charter, the City of Charles Sturt will only disconnect a Customer's property from the Recycled Water distribution network in one (or more) of the following circumstances applying:

- 14.1.1 In the absence of an LMA noted on title, upon a reasonably supported request from the Customer to disconnect the service;
- 14.1.2 in the case of repeated misuse or material breaches of the Permitted Use Rules of the Recycled Water service;
- 14.1.3 for an urgent health or safety reason as may be required from the Department of Health from time to time;

## RECYCLED WATER SERVICE CHARTER

- 14.1.4 where a valid certificate of compliance is not current in regard to cross connection or other requirements;
- 14.1.5 for a material breach of the *Water Industry Act 2012* by the Customer;
- 14.1.6 the Allotment Infrastructure is deemed unfit, unsafe or inefficient for continued provision of the service by the City of Charles Sturt; and
- 14.1.7 as otherwise permitted by law.

In circumstances where the City of Charles Sturt elects to disconnect, it may impose a reasonable charge for disconnection.

### 14.2 Reconnection

The City of Charles Sturt may consider a request for reconnection of a Customer's land which has been disconnected where:

- 14.2.1 the reason for the original disconnect no longer exists; or
- 14.2.2 a written undertaking to comply with a direction that it has issued that went ignored up to that point in time has been received from the Customer in a form acceptable to the City of Charles Sturt; and
- 14.2.3 the Customer discharges all sums due to the City of Charles Sturt in delivering the previous services. The Customer should note that the City of Charles Sturt may impose a reasonable charge for a reconnection.

## 15. Meters

### 15.1 Meter Testing

The water meters when installed satisfy the then applicable technical standards issued by the Office of Technical Regulator.

The City of Charles Sturt may arrange to conduct a test from time to time to ensure that the meters comply with the technical standards.

Upon reasonable request by a Customer, the City of Charles Sturt will perform a test to ascertain whether the meter is recording accurately. If the meter reading *is out by more than 5% either way*,

The City of Charles Sturt will:

- 15.1.1 replace an inaccurate meter;
- 15.1.2 pay the cost of the test; and
- 15.1.3 adjust the usage account accordingly by reference to the test results and historical use.

However, if the reading is accurate to *within 5% tolerance*, then the Customer will have to pay a testing fee for this service.

If testing demonstrates compliance with the applicable standards, or that the water meter is reading low, the City of Charles Sturt may impose on the Customer a reasonable charge for the cost of the test.

## 16. Customer's Assets

16.1 The City of Charles Sturt is not responsible for the maintenance of:

- 16.1.1 a backflow prevention device installed at the outlet of the meter;
- 16.1.2 a private fire service, fire extension or trunk services; or
- 16.1.3 property service pipes from private extensions.

16.2 For the avoidance of doubt, any assets or pipes on the Customer's side of the meter at the Boundary Access Point are the property of and the Customer's responsibility to maintain. In this regard, the Customer's attention is drawn to the 'Recycled Water Installation Guide, Services' which sets out in general terms how the Council's Infrastructure and the Allotment Infrastructure will complement one another.

16.3 Therefore, Customers are responsible for the safe custody of the water meter located on the property and for providing a minimum of 100mm clearance around the meter and underneath the meter to allow suitable access to the water meter by the City of Charles Sturt and/or its contractors as anticipated by this Customer Service Charter from time to time.

## RECYCLED WATER SERVICE CHARTER

### 16.4 Notice of Planned Construction Works and Entry Upon the Property

The City of Charles Sturt will endeavour to provide at least 4 business day's notice to Customers and others who are likely to be affected by planned construction works.

During the installation of the Recycled Water distribution network at various locations throughout the City of Charles Sturt council area, there will be a number of planned interruptions which are necessary for the development of the Recycled Water distribution network.

### 16.5 Worker Identification

At all times the City of Charles Sturt will ensure that its representatives will not enter a Customer's Allotment without the appropriate identification.

Notwithstanding Clause 13.2, a representative from the City of Charles Sturt entering a property (except for the purpose of reading an accessible meter), may either:

- 16.5.1 try to notify the occupant of the representative's purpose for entry; or
- 16.5.2 if no occupant is present leave a notice stating that the representative's identity and the date and time and the purpose of entry; or
- 16.5.3 if no reading was capable of being taken at the material time leave in the post box a notice indicating that the representative has called, contact details and requesting that the Customer make alternative arrangements for the meter reading to occur at a separate time and date which is to the mutual convenience of all parties concerned.

If the Customer is unwilling to facilitate access to the property to permit the City of Charles Sturt to take a meter reading, then in accordance with the Water Industry Act 2012, the City of Charles Sturt can consider disconnecting the service and taking any action that may be necessary (in accordance with the Customer Service Charter) to rectify the situation.

## RECYCLED WATER SERVICE CHARTER

### 16.6 Access Generally

The City of Charles Sturt will not hold keys to a Customer's Allotment for any reason. If there is an issue gaining access to the property, the Customer will make special arrangements with the City of Charles Sturt Representative in advance to provide access to the property for maintenance, testing, meter reading or any other related requirement.

### 16.7 Rectification of the Area following works

The City of Charles Sturt will, where applicable, use its best endeavours to return an area to its former state which has been affected by maintenance and/or construction works which includes:

- 16.7.1 the removal of rubbish and/or equipment unless otherwise agreed with the Customer; and
- 16.7.2 the rectification of the street and/or property as near as possible to the state that it was in prior to the works being undertaken.

## 17. Information

### 17.1 Inquiries

The City of Charles Sturt will provide the following information to Customers through the City of Charles Sturt's website or Customer Service Contact Centre on the proviso that the Customer can properly identify themselves for the purposes of the *Privacy Legislation* where required:

- 17.1.1 account information relating to that particular Customer;
- 17.1.2 concession entitlements;
- 17.1.3 bill payment options;
- 17.1.4 capacity to discuss payment plans for Customers who are experiencing payment difficulties;
- 17.1.5 information relating to the City of Charles Sturt's complaint handling procedures;
- 17.1.6 information regarding ESCOSA and the Energy & Water Ombudsman;
- 17.1.7 information on the matters set out at various parts of this Customer Charter.

### 17.2 Recycled Water

The City of Charles Sturt will advise Customers from time to time about the permitted uses of the Recycled Water that it makes available to its Customers.

## 18. Customer Obligations under the Recycled Water Supply Agreement and the Customer Charter

Customers have certain obligations under the Land Management Agreement, the Recycled Water Supply Agreement and the Recycled Water Service Charter. These obligations are:

- 18.1 to report faults with the Allotment Infrastructure and/or the Council's Infrastructure as soon as identified;
- 18.2 to give the City of Charles Sturt at least 48 hours notice, of the Customer vacating the property or pay charges incurred after vacating a property up to the day of the next meter reading;
- 18.3 ensuring that the recycled water meter located on the property is accessible by the City of Charles Sturt or its contractors;
- 18.4 seeking the consent of the City of Charles Sturt for any building or construction work which might interfere with the supply of Recycled Water to the Customer's Allotment or interfere with the Council's Infrastructure;
- 18.5 not altering, interfering or tampering or allowing same to occur with any Water Supply infrastructure including the meter and its connections. The supplier reserves to take legal action if such occurs;
- 18.6 to maintain a current certificate of compliance relating to the Allotment Infrastructure including the avoidance of cross connection to the potable water mains supply;
- 18.7 observing any water saving measures and restrictions imposed by the City of Charles Sturt or the State Government in accordance with law and government directions; and
- 18.8 ensuring that future owners or occupiers of the Customer's Allotment are aware that:
  - 18.8.1 the property is supplied with Recycled Water and that the title to the property is subject to a LMA (if applicable);



18.8.2 as a new customer they will be contacted by the City of Charles Sturt to enter into a Recycled Water Supply Agreement as soon as possible before obtaining the Recycled Water service at the property;

18.8.3 to remove trees upon the request of the City of Charles Sturt where it is suspected or observed that damage may result to the Dual Reticulation Works; and

18.8.4 to comply with the Permitted Use Rules for Recycled Water.

The City of Charles Sturt will use its reasonable endeavours to keep each Customer informed of the Customer's material obligations under the law relating to Recycled Water

## 19. Council Obligations

General service and product standards

19.1 The City of Charles Sturt will comply with its general obligations under the:

19.1.1 the Recycled Water Supply Agreement entered into as between the Customer and the Council;

19.1.2 LMA (where applicable);

19.1.3 *Competition and Consumer Act 2010 (Cth) (CCA)* and the *South Australian Fair Trading Act 1987* and will provide any services under this Charter with due care and skill.

19.1.4 Any materials provided by the City of Charles Sturt in connection with those services will be reasonably fit for the purpose for which they are provided.

General right to compensation

19.2 In such cases, the customer's right to compensation may arise under this Charter, the *Water Industry Act 2012*, the *Fair Trading Act 1987 (SA)*, or the CCA.

## 20. Customer Obligations relating to Occupational Health and Safety

The City of Charles Sturt in supplying the Recycled Water will do so in compliance of the National Guidelines, which relates to the uses to which Recycled Water can be put. In

## RECYCLED WATER SERVICE CHARTER

supplying the Recycled Water to Customers, the City of Charles Sturt expects Customers to:

20.1 perform an annual cross connection check as advised in the Fact Sheet which forms part of this Recycled Water Service Charter;

20.2 advise all visitors to the property that Recycled Water is in use;

20.3 ensure that the plumber engaged by the owner/occupier of the property is properly licensed in accordance with the directions of the Office of Technical Regulator as set out in Annexure C;

20.4 replace any missing or damaged Recycled Water signage or fittings that may from time to time be lost or need to be replaced;

20.5 not to remove or replace any Allotment Infrastructure or Council Infrastructure which includes Recycled Water fittings, taps or meters with any other apparatus in contravention of the Recycled Water Agreement and this Recycled Water Service Charter; and

20.6 protect the Council Infrastructure from damage at all times.

The Customer will inform the City of Charles Sturt of any dangers present in or about the property that could result in injury or damage to the City of Charles Sturt representative. For the avoidance of doubt, this includes guard dogs etc.

## 21. Privacy

The City of Charles Sturt will, in accordance with the principles of Privacy Legislation and the City of Charles Sturt's privacy policies, retain and keep confidential, information in relation to Customers affected by this Recycled Water Service Charter which will only be disclosed as required by law.

## 22. Information Relating to the Recycled Water Service Charter

The City of Charles Sturt will provide a copy of the Recycled Water Service Charter:

22.1 to existing Customers with the first bill after it has been approved by the City of Charles Sturt and any other authority; and



## RECYCLED WATER SERVICE CHARTER

22.2 to new Customers within one month of becoming a Recycled Water Customer.

A 'simple guide' to the provision of Recycled Water will be available to Customers on the website or can be picked up at the front desk at the City of Charles Sturt.

### 23. **Notification of Amendments to the Recycled Water Service Charter**

If the City of Charles Sturt wishes to change its Recycled Water Service Charter, it will inform each Customer by including a notice with the next bill. The notice will detail the changes or amendments to the Customer Charter as sanctioned by ESCOSA.

**SCHEDULE A**

**Schedule of General Fees & Charges as at Jul 1, 2014**

<b>Category</b>	<b>\$ (GST included)</b>
<b>GENERAL FEES</b>	
Connection Fee – Single Residential Connection (includes supply of Purple Meter, inlet and outlet riser and Initial Cross Connection audit)	\$ 495.00 (no GST)
Community Plan Connection Fee – includes supply of purple meter, inlet and outlet riser and initial cross connection audit	\$ Cost recovery (no GST)
Cross Connection Audit Inspections (charged every 5 years or on change of ownership)	\$ 220.00
Annual Supply Charge as required by legislation/regulation	\$ 50.00
<b>SERVICE FEES &amp; USAGE CHARGES</b>	
Recycled Water supply – to be advised once available	\$ . / Kiloitre
Interim Water supply	80% of the SA Water tier 2 residential rate
<b>CHARGES REFERENCED UNDER THE RECYCLED WATER SERVICE CHARTER</b>	
Special Meter Reading	\$ 35.00
Meter Test (per test)	\$ 145.00
<b>CHARGES INCURRED WHERE THERE IS A BREACH OF THE RECYCLED WATER SUPPLY AGREEMENT AND/OR THE CUSTOMER SERVICES CHARTER</b>	
Restriction Action Fee (Imposed where there is non- payment following the Final Notice and Notice Before Restriction) which limits the flow of Recycled Water to the allotment	\$ Cost recovery
Removal of Restriction Action (where the Recycled Water account is returned to order following payment of the outstanding amount)	\$ Cost recovery
Disconnection Fee	\$ Cost recovery + 10% (+GST)
Reconnection Fee	\$ Cost recovery + 10% (+GST)
Damage to Council Infrastructure	\$ Cost recovery + 10% (+GST)
Relocation of the Council’s Infrastructure	\$ Cost recovery + 10% (+GST)
Dishonoured and overdue payments	Cost Recovery of Associated Bank Fees and Legal Recovery Costs.



## RECYCLED WATER SERVICE CHARTER

### ANNEXURE A

All Recycled Water users must acknowledge that they (and any parties that they may become responsible for at the property) are aware of the following before the City of Charles Sturt will enter into an agreement with them.

#### Permitted Uses

- Toilet flushing
- Car washing
- Dust suppression
- Compaction on construction and roadwork sites
- Controlled irrigation of turf, plants and gardens in public areas
- Irrigation of private lawns and gardens under supervised use

Other uses may be permitted in the future where the City of Charles Sturt considers that the water quality is of a particular standard. The City of Charles Sturt will assess the possibility of extending the uses on a 'fit for purpose' basis.

#### Non Permitted Uses

- Filling swimming pools or spas
- Personal washing- showers or baths
- Human or animal consumption
- When preparing food or drink products
- Filling lakes or other water storage vessels unless the Customer has an agreement in writing from the City of Charles Sturt for that purpose
- Recreational activities involving water contact (paddle baths or children playing under sprinklers)
- Household cleaning
- Irrigation of food crops that will not undergo significant processing later prior to consumption



## RECYCLED WATER SERVICE CHARTER

### ANNEXURE B

The City of Charles Sturt will supply recycled water that is fit for purpose. The quality of the water may vary dependent on the scheme, source of water, season and other factors that are beyond the control of the City of Charles Sturt. The quality of water will meet the standards prescribed by the Department of Health, South Australia and/or other authorities.

The treatment requirements are different for the various end uses of water. For water supplied to Residential Customers through the Dual Reticulation, the City of Charles Sturt will use its best endeavours to ensure water is treated prior to distribution and meets the desired standards.

For Commercial Customers, the City of Charles Sturt will negotiate a supply agreement depending on the quality of water required by the customer (and their end use), further treatment then may be required at the Customer's premises.

## ANNEXURE C

Office of the Technical Regulator

# Plumbing Solutions

Edition 20 - Plumbing Certificates of Compliance

The plumbing certificate of compliance is to be used by the plumbing industry to verify that plumbing and equipment (including water services, sanitary plumbing and drainage systems), complies with the Water Industry Act 2012 and/or the Public and Environmental Health Act 1987 including regulations and standards as applicable, and that the work falls within the terms of the plumbing contractor's licence and the plumbing worker's registration.

## Issuing plumbing certificates of compliance

The certificates are legal documents required under the Water Industry Act 2012.

Correctly completed certificates of compliance benefit plumbing contractors and plumbing workers by enabling them to:

- Certify that the plumbing work and equipment as documented on the certificate, complies with the requirements under the Water Industry Act 2012.
- Specify exactly what plumbing work has been carried out to distinguish it from work done by others. This is invaluable if they are called on to account for work if there is a subsequent incident or claim.
- Assures the customer that the plumber is licensed or registered to perform the work that they have completed.

Only people with an appropriate licence or registration can legally fill out the relevant parts of a plumbing certificate of compliance. Refer to the Plumbers, Gas Fitters and Electricians Act 1995 for details about the requirements for a person to hold an appropriate licence or registration.

## Distribution of plumbing certificates of compliance

Certificates of compliance books contain 50 certificates in quadruplicate.

### Copy 1 - Original – Office of the Technical Regulator copy

This should be provided to the Office of the Technical Regulator within seven days of completion of the work.

### Copy 2 – Customers Copy

The second copy is to be provided to the owner/occupier of the property on which the plumbing work was carried out within seven days of completion of the work.

### Copy 3 – Council /Department for Health and Ageing (DHA) copy

The third copy is to be provided to the relevant council or the DHA as applicable within 28 days of completion of the work.

### Copy 4- The Plumbing contractors copy

The fourth copy must be retained by the licensed plumbing contractor for not less than five years.

Contractors may be required to show this copy as part of a technical and safety audit by the Office of the Technical Regulator.

Web: [www.sa.gov.au/otrplumbing](http://www.sa.gov.au/otrplumbing)  
Phone: 1300 760 311  
Email: [otr.plumbregulator@sa.gov.au](mailto:otr.plumbregulator@sa.gov.au)



Government of  
South Australia

PS20 Jan 2013

## Penalties for non-issue of a plumbing certificate of compliance

Penalties for the non-issue of plumbing certificate of compliance include warnings, expiation notices, disciplinary interviews, and potential legal action under the Water Industry Act 2012.

## Where to get plumbing certificates of compliance books

Books of plumbing certificates of compliance are available to licensed plumbing contractors and can be obtained in person from the following outlets:

### Service SA Customer Service Centres

#### ADELAIDE

EDS Building  
108 North Terrace  
Adelaide SA 5000

#### BERRI

29 Vaughan Terrace  
Berri SA 5343

#### CHRISTIES BEACH

111 Beach Road  
Christies Beach SA 5165

#### ELIZABETH

Shop 42 North Mall  
Elizabeth Shopping Centre  
Playford Boulevard  
Elizabeth SA 5112

#### GAWLER

Northern Market Shopping Centre  
Corner Murray and Cowan Streets  
Gawler SA 5118

#### KADINA

10 Digby Street  
Kadina SA 5554

#### MARION

483 Morphett Road  
Oaklands Park SA 5046

#### MITCHAM

15 –17 Princes Road  
Torrens Park SA 5062

#### MODBURY

116 Reservoir Road  
Modbury SA 5092

#### MOUNT GAMBIER

11 Helen Street  
Mount Gambier SA 5290

#### MURRAY BRIDGE

19 Seventh Street  
Murray Bridge SA 5253

#### NARACOORTE

14 Butler Terrace  
Naracoorte SA 5271

#### PORT ADELAIDE

64 Dale Street  
Port Adelaide SA 5015

#### PORT AUGUSTA

9 Mackay Street  
Port Augusta SA 5700

#### PORT LINCOLN

73–75 Tasman Terrace  
Port Lincoln SA 5606

#### PORT PIRIE

Shop 7-8 Flinders Arcade  
72-80 Ellen Street  
Port Pirie SA 5540

#### PROSPECT

North Park Shopping Centre  
264 Main North Road  
Prospect SA 5082

#### REGENCY PARK

13 Kateena Street  
Regency Park SA 5010

#### TRANMERE

172 Glynburn Road  
Tranmere SA 5073

#### WHYALLA

171 Nicolson Avenue  
Whyalla Norrie SA 5608

### More information

If you would like additional copies of this or other issues of Plumbing Solutions, please visit the Office of the Technical Regulator (OTR) website [www.sa.gov.au/otrplumbing](http://www.sa.gov.au/otrplumbing) and follow the links.

We welcome your feedback. If you have any comments about Plumbing Solutions, or wish to suggest some topics to be covered in future editions please send us an email to [otr.plumbregulator@sa.gov.au](mailto:otr.plumbregulator@sa.gov.au)