



# **Customer Charter**

## **(Non-Drinking Water)**

### **Tonsley**

### **CUSTOMER CHARTER – NON-DRINKING WATER SERVICES**

CPE Tonsley Pty Ltd is a part of the CleanPeak Energy Group – one of Australia’s leading multi-utility providers. By starting small and creating bespoke, sustainable solutions at community level, we deliver essential services that make the most of the latest technologies. As a result, we can be more efficient with our resources and pass on the savings to you.

The aim of our Charter is to provide our non-drinking water 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 non-drinking water services and can be found at ([www.escosa.sa.gov.au](http://www.escosa.sa.gov.au)).*

### **CUSTOMERS COVERED BY THIS CHARTER**

This Charter takes effect from 1<sup>st</sup> July 2019 and covers all Tonsley customers, on application, for connection to our non-drinking water services.

### **WATER SERVICES PROVIDED**

#### **Non-Drinking Water (Quality)**

**We will:**

- provide you with non-drinking 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 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.

### OUR PRICES

#### Price List

**We will:**

- publish our Price List, which sets out all of the fees and charges associated with the sale and supply of your water service, each year by 1st July on our website at [www.cleanpeaktonsley.com.au](http://www.cleanpeaktonsley.com.au). We will also make this available at our office at MAB Tenancy D18b, Tonsley Innovation District, 1284 South Road, Clovelly Park, South Australia 5042 or via post upon request.
- 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 1st July on our website at [www.cleanpeaktonsley.com.au](http://www.cleanpeaktonsley.com.au). We will also make this available at our office at MAB Tenancy D18b, Tonsley Innovation District, 1284 South Road, Clovelly Park, South Australia 5042 or via post upon request.
- in the case that any fees and charges set out in the Price List change, publish these on our website 1 day prior to these fees and charges taking effect, and make these available at our office .
- calculate your 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 .

### WATER CONCESSIONS

There are currently no available concessions for non-drinking water services.

### EXISTING CONNECTIONS

#### Where Your Property Is Currently Connected To Our Infrastructure

**We will:**

- connect you to our non-drinking water service within 5 business days of you providing us with information required by us and paying the relevant connection fees as set out in our Price List.

**You will:**

- provide us with a completed account application form
- pay the relevant connection fees as set out in our Price List.

### BILLING AND PAYMENTS

**We will:**

- issue you with a bill at least quarterly, unless otherwise agreed with you
- ensure 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 12 business days to pay your bill
- offer you the ability to pay your bills in person, by credit card, by mail, by direct debit or by Centrepay.

**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 are available on our website [www.cleanpeaktonsley.com.au](http://www.cleanpeaktonsley.com.au) or by requesting a copy by mail or email. 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 water service from us.

### **Undercharging**

**We will:**

- in relation to a water 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 if we need to enter your supply address for the purposes of connecting, disconnecting, restricting, inspecting, repairing or testing your water service.

**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 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.

### DISCONNECTIONS

We will only disconnect your water service if:

- you request the disconnection
- there is a public health, environment or safety risk to our services from your connection point
- 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, 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 lead to the flow restriction or disconnection can be rectified
- pay our reinstatement fee unless it is waived.

### TERMINATION OF CONTRACT FOR WATER SERVICES

We will:

- confer on you the right to terminate your contract with us for the supply of water 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 water services
- pay any relevant fees or charges.

### COMPLAINTS AND DISPUTE RESOLUTION

We will:

- respond or acknowledge your complaint or enquiry within 1 business day
- advise you of your option to escalate your complaint to the Energy & Water Ombudsman 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.cleanpeaktonsley.com.au](http://www.cleanpeaktonsley.com.au) or by contacting our office on 1300 053 212 on. We will provide you with a copy of our procedures upon request.

### CONTACTING US

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

<b>General Enquiries</b>	<b>1300 057 405</b>
<b>Faults &amp; Emergencies</b>	<b>1800 413 613</b>
<b>Website</b>	<a href="http://www.cleanpeaktonsley.com.au">www.cleanpeaktonsley.com.au</a>
<b>Email</b>	<a href="mailto:info@cleanpeaktonsley.com.au">info@cleanpeaktonsley.com.au</a>
<b>Office Address:</b>	MAB Tenancy D18b Tonsley Innovation District, 1284 South Road, Clovelly Park, South Australia 5042
<b>Business hours</b>	8.30am – 5pm Monday to Friday (except national public holidays)
<b>Interpreter Services</b>	<b>131 450</b>