

Amalgamated 1997

STANDARD CUSTOMER SALE CONTRACT

SEWERAGE RETAIL SERVICE

This contract sets out the terms on which we will supply a sewerage retail service to you, as a customer at your current supply address in accordance with the Water Industry Act 2012 (the Act).

These standard terms and conditions are published in accordance with section 36 of the Act. These standard terms and conditions will come into force on 1st July 2018 and, when in force, the terms will, by law, be binding on us and you. The document does not have to be signed to be binding.

> Council Meeting 17/09/2018 Resolution 123/18

TABLE OF CONTENTS

1.	THE PARTIES	3
2.	DEFINITIONS	3
3.	SERVICES PROVIDED UNDER THIS CONTRACT	3
4.	DOES THIS DOCUMENT APPLY TO YOU?	3
5.	CLASSIFICATION OF CUSTOMER CLASS	4
6.	COMMENCEMENT	4
7.	TERMINATION	4
8.	WHAT YOU HAVE TO DO TO RECEIVE CONNECTION?	5
9.	YOUR GENERAL OBLIGATIONS	5
10.	FEES AND CHARGES	5
11.	TARIFF CHANGES	6
12 .	BILLING	6
13.	PAYMENT METHODS	6
14.	FLEXIBLE PAYMENT ARRANGEMENTS	7
15.	PAYMENT DIFFICULTIES	7
16.	HARDSHIP POLICY	7
17 .	BILLING DISPUTES	8
18.	UNDERCHARGING	9
19.	OVERCHARGING	9
20.	DEBT RECOVERY	9
21.	INTERRUPTIONS	9
22.	QUALITY, SAFETY AND RELIABILITY OF SUPPLY	10
23.	RESTRICTIONS	11
24.	DISCONNECTIONS	11
25.	ENQUIRIES, COMPLAINTS AND DISPUTE RESOLUTION	11
26.	RIGHT TO ENTER	12
27.	FORCE MAJEURE	12
28.	INFORMATION AND PRIVACY	12
29.	GENERAL	13
30.	SCHEDULE 1 – DEFINITIONS	14

1. THE PARTIES

1.1 This **contract** is between:

District Council of Peterborough (ABN 19859803733) of 108 Main Street, Peterborough, SA 5422 (referred to in this **contract** as "we", "our", or "us"); and

You, the **customer** as defined in the **Act** and to whom this **contract** applies (referred to in this **contract** as "you" or "your")

2. **DEFINITIONS**

2.1 Words appearing in **bold** type like this are defined in Schedule 1 to this **contract**.

3. SERVICES PROVIDED UNDER THIS CONTRACT

- 3.1 This **contract** covers the sale and supply by us of a **sewerage retail service** to your **supply address**.
- 3.2 We will provide your **sewerage retail service** in accordance with all **applicable regulatory instruments**.

4. DOES THIS DOCUMENT APPLY TO YOU?

- 4.1 This document applies to you if:
 - (a) your supply address receives, or will receive upon successful connection, our sewerage retail service and you have not agreed to different terms and conditions with us;
 - (b) you currently receive, or will receive upon successful connection, our **sewerage retail service** with **special characteristics** relevant to the provision of that **sewerage retail service**; or
 - (c) you are required to pay us an **availability charge** under the **Regulations** but only for the purposes of clauses 7, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 28, 31 and 29 of this **contract**.
- 4.2 Unless otherwise agreed by the parties, this document does not apply where:
 - (a) we provide you with a **non-standard sewerage retail service**;
 - (b) prior to the commencement of this **contract**, you were a **customer** receiving a **sewerage retail service** from us pursuant to an existing written agreement and you have agreed to the continuation of that agreement until its term ends, at which point this **contract** takes effect; or
 - (c) prior to the commencement of this **contract**, you were a **customer** receiving a **sewerage retail service** from us and you were charged for that **sewerage retail service** as a component of a rate notice issued under the Local Government Act 1999 and you have agreed to the continuation of that arrangement until its ends, at which point this **contract** takes effect.

5. CLASSIFICATION OF CUSTOMER CLASS

5.1 We may classify you as a **residential customer** or a **non-residential customer** in relation to **your supply address** after the commencement of this **contract** in accordance with **applicable regulatory instruments**.

6. COMMENCEMENT

- 6.1 If you are an existing **customer**, this **contract** will start on the day this document comes into force by publication under the provisions of the Act.
- 6.2 If you are an existing **customer** that will continue to receive a **sewerage retail service** from us under an existing written agreement, this **contract** will start on the day following the termination of that existing written agreement.
- 6.3 If you are an existing **customer** receiving a **sewerage retail service** from us and you are charged for that **sewerage retail service** as a component of a rate notice issued under the Local Government Act 1999, this **contract** will start on the day following the termination of that statutory charging arrangement.
- 6.4 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.
- 6.5 If you are a person who becomes the registered proprietor of a **supply address** and clause 6.2 or 6.3 does not apply to you, this contract starts upon transfer of ownership of that **supply address** to you.

7. TERMINATION

- 7.1 We may terminate this **contract** with you in accordance with **applicable regulatory** instruments if:
 - (a) the supply of the **sewerage retail service** to your **supply address** has been disconnected in accordance with other provisions of this **contract**;
 - (b) you are no longer the owner of the **supply address** and we have entered into a new **contract** with the new owner; or
 - (c) circumstances beyond our reasonable control mean that the **sewerage reticulation network** necessary to provide the **sewerage retail service** to your **supply address** are no longer available.
- 7.2 You may terminate this **contract** with us at any point by providing us with 3 **business days'** notice, which may be given by:
 - (a) personal contact;
 - (b) telephone;
 - (c) electronic mail; or
 - (d) writing to us.

- 7.3 All rights and obligations accrued before the end of this contract continue despite the end of this contract, including your obligation to pay any amounts due to us.
- 7.4 Your right to dispute a bill under clause 17 and recover amounts we have overcharged you in accordance with clause 19 continues despite the end of this contract.

8. WHAT YOU HAVE TO DO TO RECEIVE CONNECTION?

- 8.1 When you apply for a **sewerage retail service** at your **supply address** we may require you to satisfy some pre-conditions. We will explain any pre-conditions that may apply to you when you apply to us for a **sewerage retail service**.
- 8.2 Our obligation to sell or supply you with a **sewerage retail service** at your **supply address** does not start until you satisfy our pre-conditions.

9. YOUR GENERAL OBLIGATIONS

9.1 Infrastructure:

- (a) You must arrange for all infrastructure on your side of the **connection point** to be properly maintained (which includes ensuring any work to be undertaken is done so by an appropriately licensed plumber).
- (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 arrange for that infrastructure to be installed in compliance with any **applicable regulatory instruments** and by an appropriately licensed plumber.
- 9.2 Illegal use of sewerage retail services:
 - (a) You must only use the **sewerage retail service** provided by us for lawful purposes and, if you are found to be illegally accessing our **sewerage retail service**, or otherwise using our **sewerage retail service** not in accordance with this **contract** or **applicable regulatory instruments**, we may:
 - (i) estimate the use for which **you** have not paid using an approved estimation method and bill **you** for that amount;
 - (ii) recover that amount from **you**, as well any costs associated with estimating the consumption; and
 - (iii) disconnect **your supply address** immediately.
 - (b) By illegally using our **sewerage retail service**, clauses 14 and 16 will not apply to you.

10. FEES AND CHARGES

10.1 Any **fees and charges** associated with the sale and supply of a **sewerage retail service** to you are set out in the **Price List** published from time to time and available on our website www.peterborough.sa.gov.au

10.2 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 be set out in the **Price List** published our website.

10.3 GST

- (a) Amounts specified in our **Price List**, 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 10.3(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.

11. TARIFF CHANGES

- 11.1 If we vary the type of tariff rate you are charged for your **sewerage retail service**, we will notify you of the new tariff rate on your next bill.
- 11.2 Where this occurs within a billing cycle, we will calculate on a pro-rata basis using:
 - (a) the old tariff rate up to and including the effective date for the change; or
 - (b) the new tariff rate from the effective date to the end of the billing cycle.

12. BILLING

- 12.1 We will use our **best endeavours** to issue you a bill at least quarterly.
- 12.2 We may enter into an agreement with you to a different billing cycle with a regular recurrent period that differs to clause 12.1.
- 12.3 If we charge you for a **sewerage retail service** as a component of a rate notice issued under the Local Government Act 1999, the rate notice will separately identify the cost of the **sewerage retail service** and will include the particulars in clause 12.5.
- 12.4 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.
- 12.5 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 12 business days from the date we send the bill.
- 12.6 If you have not paid a bill by the pay-by date, we will send you a reminder notice. This will give you a further pay-by date which will not be less than 6 **business days** after we issue the notice.

13. PAYMENT METHODS

13.1 The payment methods we offer will be listed on your bill and are subject to change from time to time. At a minimum we will offer you the ability to pay your bills:

- (a) in person,
- (b) by mail,
- (c) by direct debit,
- (d) by credit card; or
- (e) by Centrepay (for residential customers).
- 13.2 If you pay us by cheque, direct debit from and account with an **ADI** or by credit card and the payment is dishonoured or reversed, which results in us incurring a fee, we may recover the amount of that fee from you.

14. FLEXIBLE PAYMENT ARRANGEMENTS

- 14.1 We offer flexible payment plans in accordance with this clause if you are a **residential customer** experiencing payment difficulties and you inform us in writing or by telephone that you are experiencing payment difficulties.
- 14.2 **Residential customers** experiencing payment difficulties are offered the following flexible payment options:
 - (a) a system or arrangement under which a **residential customer** may make payments in advance towards future bills;
 - (b) an interest and fee free payment plan or other arrangement under which the **residential customer** is given more time to pay a bill or to pay arrears (including any restriction, disconnection or restoration charges); and
 - (c) redirection of your bill as requested by you.

15. PAYMENT DIFFICULTIES

- 15.1 If you are experiencing payment difficulty, we will provide you with information about:
 - (a) Our flexible payment arrangements;
 - (b) Our residential customer hardship policy;
 - (c) Government concessions; and
 - (d) Independent financial and other relevant counselling services.

16. HARDSHIP POLICY

- 16.1 We offer a **Hardship Policy** to all our **residential customers**.
- 16.2 Pursuant to the **Hardship Policy** we will:
 - (a) have a process to identify if you are experiencing payment difficulties due to **financial hardship**;
 - (b) have a process for early response to **customers** identified as experiencing payment difficulties due to hardship;

- (c) have processes in place to adequately train hardship staff;
- (d) offer alternative payment options including instalment plans;
- (e) offer Centrepay to residential customers;
- (f) have processes in place to identify appropriate government concession programs and financial counselling services where appropriate and advise residential customers; and
- (g) provide information on the circumstances in which the **customer** will cease being eligible for the hardship program.
- 16.3 The **Hardship Policy** (as amended from time to time) and further details are available on our website.

17. BILLING DISPUTES

- 17.1 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 28.
- 17.2 We will review your bill and inform you of the outcome of that review as soon as reasonably possible and, in any event, within 30 **business days**.
- 17.3 Where we are reviewing a bill, we may require you to pay:
 - (a) the greater of:
 - (i) that portion of the bill under review that we agree is not in dispute; or
 - (ii) an amount equal to the average amount of your bills in the previous 12 months (excluding the bill in dispute); and
 - (b) any future bills that are properly due.
- 17.4 Where, after conducting a review of the bill, we are satisfied that it is:
 - (a) correct, we may require you pay the amount of that bill which is still outstanding; or
 - (b) incorrect, we:
 - (i) will correct your bill;
 - (ii) will refund (or set off against the amount in clause 17.4(b)(iii) any fee paid in advance;
 - (iii) may require you pay the amount of that bill which is still outstanding; and
 - (iv) will advise you of the existence of our **Enquiries, Complaints and Dispute**Resolution Process under clause 28.
- 17.5 If you advise us that you are not satisfied with our decision, we will inform you that you may lodge a dispute with:

- (a) our external dispute resolution body; or
- (b) the industry ombudsman scheme (if we are a participant in that scheme).

18. UNDERCHARGING

- 18.1 Where you have been undercharged we will inform you and we may recover from you any amount you have been undercharged.
- 18.2 Where any amount undercharged is as a result of an act or omission on our part we will recover only the amounts owed to us in the 12 months prior to us advising you in writing that there has been an error.
- 18.3 We will list the amount to be recovered as a separate item in a special bill or on the next bill, together with an explanation of that amount.
- 18.4 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 12 months or 12 months in any other case.

19. OVERCHARGING

- 19.1 If we overcharge you due to an act or omission on our part, we will use our **best endeavours** to advise you within 10 **business days** of us becoming aware of the error.
- 19.2 If we have overcharged you and you have already paid your bill, we will:
 - (a) credit the amount to your account and it will be deducted from your next bill; or
 - (b) if you have ceased to purchase a **sewerage retail service** from us, repay that amount to you within 10 **business days**.

20. DEBT RECOVERY

- 20.1 We will not commence proceedings for the recovery of a debt relating to the sale and supply of a **sewerage retail service** by us if:
 - (a) you continue to adhere to the terms of a flexible payment plan or other agreed payment arrangement; or
 - (b) we have failed to comply with the requirements of:
 - (i) our **Hardship Policy** in relation to you; or
 - (ii) this contract relating to non-payment of bills, payment plans and providing assistance to **residential customers** experiencing payment difficulties.

21. INTERRUPTIONS

- 21.1 We will use out **best endeavours** to minimise the frequency and duration of interruptions or limitations to supply of your **sewerage retail service**.
- 21.2 We may interrupt the supply of your **sewerage 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.
- 21.3 In the event of an unplanned interruption, we will use our **best endeavours** to restore your **sewerage retail service** as soon as practically possible and within the timeframes specified in the **regulatory service standards**.
- 21.4 Where a planned interruption is required, 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 **sewerage retail service**. This notice will be in writing where practicable but may be by radio or newspaper.

22. QUALITY, SAFETY AND RELIABILITY OF SUPPLY

22.1 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, burst or leak affects your **sewerage retail service** and occurs in the pipework at your **supply address**, that is, from your side of the connection point, you are responsible for arranging and covering the costs of the fixing the blockage, burst or leak, which must be undertaken by an appropriately licensed plumber.
- (d) If a blockage, burst or leak affects your sewerage retail service and occurs within our sewerage reticulation network, that is from our side of the connection point, we will clear the blockage or repair the burst or leak at our cost unless and to the extent you have contributed to the blockage, burst or leak occurring.
- (e) If you have contributed to the blockage, burst or leak, in accordance with our policies dealing with blockages, bursts and leaks, we may determine that you are liable to pay us for the proportion of the costs reasonably attributable to your contribution to the blockage, burst or leak. Will we advise you of the reasons for our determination in these circumstances
- (f) You are not permitted to discharge **restricted wastewater** into our **sewerage reticulation network** under this **contract**.

22.2 Sewerage retail service with special characteristics

- (a) If, prior to the commencement of this contract, you were a customer that we supplied a sewerage retail service to with conditions as set out under a separate agreement, or without a formal agreement in place, this contract will now apply to the provision of that sewerage retail service and the special characteristics applicable to that sewerage retail service will apply.
- (b) We will advise you of the special characteristics of the sewerage 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 sewerage retail service under this contract.

23. RESTRICTIONS

23.1 We will not restrict your sewerage service for non-payment of a bill or bills.

24. DISCONNECTIONS

- 24.1 We will not disconnect your **sewerage retail service** for non-payment of a billor bills.
- 24.2 Subject to any **applicable regulatory instruments** that prohibit disconnection, we may arrange for the disconnection of your **sewerage retail service** if you have:
 - (a) requested that disconnection;
 - (b) used the **sewerage retail service** illegally; or
 - (c) refused entry to a water industry officer appointed under the **Act** for a purpose consistent with carrying out duties in accordance with **applicable regulatory** instruments.
- 24.3 If you request us to arrange for the preparation and issue of a final bill, or the disconnection of, your **supply address**, we will use our **best endeavours** to arrange for that final bill (in circumstances where final bills can be issued) or, subject to any **applicable regulatory instruments** that prohibit disconnection, arrange the disconnection in accordance with your request.
- 24.4 We will inform you of any fees or charges that you will remain liable for under the Local Government Act 1999 or the Roxby Downs (Indenture Ratification) Act 1982, notwithstanding a disconnection under this clause.

25. ENQUIRIES, COMPLAINTS AND DISPUTE RESOLUTION

- 25.1 If you have an enquiry or complaint relating to our **sewerage retail service** or related matter, you can contact us on (08) 8651 3566.
- 25.2 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 procedures for the management and resolution of customer enquiries and disputes. For further information regarding this process please refer to our website.
- 25.3 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 procedures for the management and resolution of customer enquiries and disputes.

25.4 If you are not satisfied with the outcome of our internal dispute resolution process you may refer the matter to our external resolution body or the **Industry Ombudsman** (if we are a participant in that scheme) for external dispute resolution.

26. RIGHT TO ENTER

26.1 In the case of an emergency or on agreement with you, we will enter your property 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**.

27. FORCE MAJEURE

- 27.1 If, but for this clause, either party would breach this **contract** due to the occurrence of a **force majeure event**:
 - (a) the obligations of the party under this **contract**, other than an obligation to pay money, 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.
- 27.2 For the purposes of this clause, if the effects of a **force majeure event** are widespread we will be deemed to have given you prompt notice if we make the necessary information available 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.
- 27.3 Either party relying on this clause by claiming a **force majeure event** must use its **best endeavours** to remove, overcome or minimise the effects of that **force majeure event** as quickly as practicable.
- 27.4 Nothing in this clause will require a party to settle an industrial dispute which constitutes a **force majeure event** in any manner other than the manner preferred by that party.

28. INFORMATION AND PRIVACY

- 28.1 We will keep your personal information confidential in accordance with applicable laws and our privacy policy.
- 28.2 We will also provide any relevant information to authorities in the event that you are under investigation for illegal use of our services or of any other crime.
- 28.3 By accepting a **sewerage 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.

29. GENERAL

29.1 Applicable law

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

29.2 Referral of 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.

29.3 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.

29.4 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.

30. SCHEDULE 1 – DEFINITIONS

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

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, guideline, or other regulatory instrument issued by

ESCOSA which applies to us.

ADI means an authorised deposit taking institution within the

meaning of the Banking Act 1959 (Cth) as defined in section 4 of

the Acts Interpretation Act 1915 (SA).

availability charge a charge for the availability of a service (rather than the use of

it). The Local Government Act 1999/Roxby Downs Indenture Ratification Act 1982 allows us to recover this availability charge from you where our sewerage infrastructure runs adjacent to

your property.

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 – Minor and Intermediate Retailers

published by **ESCOSA** as amended from time to time.

connection point means, in respect of a **sewerage retail service**, the inspection

point at your supply address which then connects to the

sewerage reticulation network.

contract means this contract which has been approved by **ESCOSA** under

clause 2.1 of the Code.

customer means a customer as defined under section 4 of the **Act**.

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.

dual reticulation

recycled

water network

means our system of **water** mains and service pipes for the provision of **recycled water** to 2 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**.

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 our **Price List**.

Price List

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 situation defined by reasonable assessment by us as a **customer** having desire to pay an account but being absent of the means to pay the account within 3 months of the due date despite all best efforts.

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**.

Minister

means the Minister for Water and the River Murray.

network

means, in respect of the sewerage retail service, the sewerage reticulation network.

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 **contract**, but such services do not include a **retail service** provided to **customers** with **special characteristics** as described in clause 22.4.

Non-residential customer

means a **customer** other than a **residential customer**.

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 customer

means a **customer** which acquires a **retail service** primarily for their own domestic purposes.

restricted wastewater

means anything you attempt to discharge through the sewerage system that is not **domestic waste** and includes trade waste.

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 a service constituted by the collection, storage, treatment or conveyance of **sewage** through the use of our reticulated system; or any other service, or any service of a class, brought within the ambit of this definition by the **Regulations**.

sewerage reticulation network means our system of 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** as set out in Schedule 2.

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**.