POLICY 5.26
Community Facilities & Services
CWMS Customer Hardship
Version: 4 | Next Review: August 2030

DISTRICT COUNCIL of TUMBY BAY

1. INTRODUCTION

The District Council of Tumby Bay (the Council) is committed to supporting residential customers who are experiencing financial hardship in relation to Community Wastewater Management System (CWMS) and other water retail services.

Council recognises that financial hardship can affect a customer's ability to meet payment obligations and is committed to working with affected customers in a respectful, flexible, and equitable manner to ensure continued access to essential services wherever reasonably practicable.

This CWMS Customer Hardship Policy (the Policy) is based on the *Customer Hardship Policy for Minor and Intermediate Water Retailers* developed under section 37, issued by the Minister responsible for the administration of the *Water Industry Act 2012* (or their delegate), and adopted by Council, with minor administrative amendments to reflect Council operations.

2. POLICY OBJECTIVE

The objective of this Policy is to:

- identify residential customers who are experiencing payment difficulties due to financial hardship,
- provide a structured, fair, and consistent framework for assisting those customers, and
- support customers to manage and repay their accounts in a sustainable manner while maintaining access to essential retail services.

This Policy outlines:

- processes for identifying customers experiencing hardship, including self-identification, Council identification, or referral by an accredited financial counsellor or welfare agency,
- the range of assistance measures, payment options, and support services available, and
- Council's approach to engaging with customers in a respectful, transparent, and non-judgemental manner.

3. LEGISLATIVE REQUIREMENTS

This Policy has been developed in accordance with the following legislative and regulatory framework:

- *Water Industry Act 2012*, including section 37 (Customer Hardship Policies),
- *Water Industry Regulations 2012*,
- Essential Services Commission of South Australia (ESCOSA) regulatory requirements, including any applicable guidelines or determinations relating to customer hardship,
- Ministerial hardship policy guidelines for minor and intermediate water retailers (issued under delegation), and
- relevant provisions of *the Local Government Act 1999* where Council rates incorporate retail service charges.

This Policy applies specifically to retail services as defined under the *Water Industry Act 2012*.

Nothing in this Policy limits Council's discretion to provide additional assistance under other Council policies or applicable legislation.

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4. DEFINITIONS & INTERPRETATION

In South Australia, ***accredited financial counsellor*** means a person who holds a Diploma of Community Services (Financial Counselling), and who has worked at least 12 months as a financial counsellor under the supervision of the South Australian Financial Counsellors Association.

Connection: an agreed point of supply at which a customer receives a retail service from a supplier

Consumer: a person supplied with retail services as a consumer or user of those services (as defined in the *Water Industry Act 2012*) *(Note: you may be a consumer by virtue of being a council ratepayer)*

Customer: a person who owns land in relation to which a retail service is provided and includes:

- where the context requires, a person seeking the provision of a retail service, and
- in prescribed circumstances, a person supplied with retail services as a consumer or user of those services, and
- a person of a class declared by the regulations to be customers,

  (as defined in the *Water Industry Act 2012*).

Customer Hardship Policy: for minor and intermediate retailers, that has been adopted by the District Council of Tumby Bay, in accordance with section 37 of the *Water Industry Act 2012*

Financial Counsellor: accredited financial counsellor

Financial Hardship: a circumstance of experiencing a lack of financial means that may be either ongoing or temporary, but does not include circumstances where a person chooses not to meet a liability for an unpaid debt

Hardship: financial hardship

Hardship Customer: a residential customer who has been identified under, accepted into, or is eligible for assistance under our hardship program

Hardship Program: an agreement between us and a hardship customer for payment of outstanding sums due for retail services

Intermediate Retailer: a retailer that provides retail services to more than 500 but less than 50000 connections

Minor Retailer: a retailer that provides retail services to less than 500 connections

Our, us, we: means the District Council of Tumby Bay

Regulations: regulations under the *Water Industry Act 2012*

Residential Customer: a customer or consumer who is supplied with retail services for use at residential premises (as defined in the *Water Industry Act 2012*) *(Note: you may be a residential customer by virtue of being a Council ratepayer)*

Retail Service: a service constituted by:

- the sale and supply of water to a person for use (and not for resale other than in prescribed circumstances (if any)) where the water is to be conveyed by a reticulated system, or

- the sale and supply of sewerage services for the removal of sewage *(including but not limited to community wastewater management systems),*

  (even if the service is not actually used) but does not include any service, or any service of a class, excluded from the ambit of this definition by the regulations (as defined in the *Water Industry Act 2012*).

Retailer: a person or entity authorised under the *Water Industry Act 2012* to provide retail services, including councils acting as minor or intermediate retailers.

Sewage: includes any form of waste that may be appropriately removed or dealt with through the use of a sewerage service (as defined in the *Water Industry Act 2012*)

Sewerage Service:

- a service constituted by the collection, storage, treatment or conveyance of sewage through the use of a reticulated system, or
- any other service, or any service of a class, brought within the ambit of this definition by the regulations

(as defined in the *Water Industry Act 2012*) *(Note: sewerage service includes but not limited to community wastewater management systems)*

Water: includes rainwater, stormwater, desalinated water, recycled water and water that may include any material or impurities, but does not include sewage (as defined in the *Water Industry Act 2012*).

Water Service:

- a service constituted by the collection, storage, production, treatment, conveyance, reticulation or supply of water, or
- any other service, or any service of a class, brought within the ambit of this definition by the regulations.

  (as defined in the *Water Industry Act 2012*).

5. IDENTIFYING RESIDENTIAL CUSTOMERS EXPERIENCING FINANCIAL HARDSHIP

5.1 A residential customer experiencing financial hardship is someone who is identified by themselves, by us, by an accredited financial counsellor, or by a welfare agency as having the intention, but not the financial capacity, to make required payments in accordance with our payment terms.

5.2 There are two types of financial hardship: ongoing and temporary. Depending on the type of hardship being experienced, hardship customers will have different needs and will require different solutions.

5.3 Residential customers who are identified as experiencing ongoing hardship are generally those on low or fixed incomes. These customers may require ongoing assistance.

5.4 Residential customers who may be identified as experiencing temporary hardship are those who have experienced a short-term change in circumstances, such as serious illness, disability or death in the family, loss or change in income, separation, divorce or other family crisis, a loss arising from an accident, or some other temporary financial difficulty. These customers generally require flexibility and temporary assistance, such as an extension of time to pay or an alternative payment arrangement.

5.5 The extent of hardship will be determined by either our assessment process or by an external body, such as an accredited financial counsellor.

5.6 Where we assess a residential customer's eligibility for hardship assistance, we will consider indicators including (but not limited to) whether:

a) the customer is on a Centrelink income and holds a Pensioner Concession Card or holds a Centrelink Low Income Health Care Card,

b) the customer is eligible for a South Australian Government concession,

c) the customer has been referred by an accredited financial counsellor or welfare agency,

d) the customer advises they have previously applied for emergency relief (irrespective of whether or not their application was successful),

e) the customer's payment history indicates that they have had difficulty meeting their retail services bills in the past,

f) the customer, through self-assessment, has identified their position regarding their ability to pay.

6. ASSISTING RESIDENTIAL CUSTOMERS WHO ARE EXPERIENCING FINANCIAL HARDSHIP

6.1 We will inform a residential customer of this customer hardship policy where:

a) it appears to us that non-payment of a bill for retail services is due to the customer experiencing payment difficulties due to hardship, or

b) take action to limit or restrict retail services (where applicable).

6.2 Where a residential customer has been identified as experiencing financial hardship, we will offer the customer, as soon as is reasonably practicable, flexible and frequent payment options that have regard to the hardship customer's usage, capacity to pay and current financial situation. These options will include the following:

a) an interest and fee free payment plan that complies with clauses 28 to 32,

b) Centrelink's Centrepay service (only where available), or

c) other arrangement, under which the customer is given more time to pay a bill or to pay in arrears (including any disconnection or restriction charges),

d) recognising that some residential customers have a short-term financial hardship issue that may be resolved in the near to medium-term, where others may require a different type of assistance for ongoing financial issues.

6.3 We will not charge a residential customer a reconnection charge where that customer is experiencing financial hardship and should have been identified as eligible for this customer hardship policy, so long as the customer agrees to participate in our hardship program, upon reconnection.

6.4 We will engage in discussion with the hardship customer to determine a realistic payment option in line with the customer's capacity to pay.

6.5 We will work with a hardship customer's financial counsellor to determine the payment arrangement and instalment amount that best suits the customer and their individual circumstances.

6.6 Where a hardship customer's circumstances change, we will work with the customer, and their financial counsellor, to re-negotiate their payment arrangement.

6.7 We will not require a hardship customer to provide a security deposit.

6.8 We will not restrict a hardship customer's retail services if:

a) the customer has agreed to a payment arrangement and continues to adhere to the terms of that arrangement, or

b) we have failed to comply with the requirements of this customer hardship policy, or

c) the customer's retail service is a community wastewater management system or other sewerage service.

6.9 We will also offer the hardship customer:

a) where appropriate, information about the right to have a bill redirected to a third person, as long as that third person consents in writing to that redirection

b) information about, and referral to, Commonwealth and South Australian Government concessions, rebates, grants and assistance programs

c) information about, and referral to, accredited financial and other relevant counselling and support services, particularly where a customer is experiencing ongoing financial hardship.

6.10 Where a hardship customer requests information or a redirection of their bills, we will provide that information or redirection free of charge.

6.11 We will provide information to the hardship customer on how to reduce usage and improve water efficiency, which may include referral to relevant government water efficiency programs. This will be provided at no charge to the customer.

6.12 We will explain to the hardship customer how and when the customer will be returned to regular billing cycles (and collection), after they have successfully completed the hardship program.

6.13 We will also explain to the hardship customer that they will be removed from our hardship program, and be returned to our standard collection cycles, including debt recovery, should they cease to make payments according to the agreed payment arrangement or fail to contact us for a period of greater than 90 days.

6.14 We will not take any action to remove a customer from our hardship program until we have sent the customer a written notice, allowing them 10 working days from the date of the notice to contact us to re-negotiate their re-entry into the program.

7. RETAIL SERVICES PROVIDED BY COUNCILS

7.1 Council rates are made up of retail services (as defined in this policy) and non-retail services, for example refuse collection.

7.2 If you are a residential customer in receipt of a retail service provided by a Council and you are experiencing financial hardship, then only the retail service element of the Council rates will be subject to the terms of this hardship policy. All or any other sums that are due to the Council for non-retail services may be dealt with under the Council's existing hardship policies. The Council may exercise its discretion to apply this hardship policy to other sums due.

8. PAYMENT PLANS

8.1 Our payment plan for a hardship customer will be established having regard to:

a) the customer's capacity to pay and current financial situation,

b) any arrears owing by the customer, and

c) the customer's expected usage needs over the following 12 month period.

8.2 The payment plan will also include an offer for the hardship customer to pay for their retail services in advance or in arrears by instalment payments at a frequency agreed with the customer (e.g. weekly, fortnightly, monthly or as otherwise agreed with the customer).

8.3 Where a payment plan is offered to a hardship customer, we will inform the customer in writing, within 10 business days of an agreement being reached, of:

a) the duration of the plan,

b) the amount of each instalment payable under the plan, the frequency of instalments and the date by which each instalment must be paid,

c) if the customer is in arrears – the number of instalments to pay the arrears, and

d) if the customer is to pay in advance – the basis on which instalments are calculated.

8.4 We will waive any fees for late payment of a bill for a hardship customer.

8.5 Where a hardship customer is seeking assistance in accordance with this policy but has failed to fulfil their obligations under an existing hardship arrangement, we may require or strongly encourage the customer to utilise direct debit or Centrepay (where available), where this is reasonable and appropriate.

9. DEBT RECOVERY

9.1 We will suspend debt recovery processes while negotiating a suitable payment arrangement with a hardship customer.

9.2 We will not engage in legal action or commence proceedings for the recovery of a debt relating to a retail service for a hardship customer if:

a) the customer has agreed to a payment arrangement and continues to adhere to the terms of that arrangement, or

b) we have failed to comply with the requirements of this customer hardship policy.

10. RIGHTS OF RESIDENTIAL CUSTOMERS EXPERIENCING FINANCIAL HARDSHIP

Every residential customer experiencing financial hardship has the right to:

10.1 Be treated respectfully on a case-by-case basis and have their circumstances kept confidential.

10.2 Receive information about alternative payment arrangements, this customer hardship policy, and government concessions, rebates, grants and assistance programs.

10.3 Negotiate an amount they can afford to pay on a payment plan or other payment arrangement.

10.4 Consider various payment methods and receive written confirmation of the agreed payment arrangement within 10 business days.

10.5 Renegotiate their payment arrangement if there is a change in their circumstances.

10.6 Receive information about free and independent, accredited financial counselling services.

10.7 Receive a language interpreter service at no cost to the customer.

10.8 Be shielded from legal action and additional debt recovery costs, whilst they continue to make payments according to an agreed payment arrangement.

10.9 Not have retail services restricted or disconnected as long as they have agreed to a payment arrangement and continue to make payments according to an agreed plan.

11. GENERAL PROVISIONS

11.1 We will ensure residential customers have equitable access to this customer hardship policy, and that this policy is applied consistently.

11.2 We will ensure appropriate training of staff dealing with residential customers in hardship to enable them to treat customers with respect and without making value judgements. Training will also assist staff in the early identification of hardship customers, with establishing payment plans based on a hardship customer's capacity to pay and include processes for referral to an accredited financial counsellor or welfare agency for assistance.

11.3 This customer hardship policy is available on our website: www.tumbybay.sa.gov.au

11.4 We will also make a copy of this policy available to a customer, upon request, and at no charge to the customer, as soon as practicable following a request to do so.

11.5 This customer hardship policy does not limit or prevent us from waiving any fee, charge or amount of arrears for the provision of retail services to customers who are experiencing financial hardship.

12. CONFIDENTIALITY

Any information disclosed by a customer is confidential and will not be used for any purpose other than the assessment of an application for assistance.

13. COMPLAINTS HANDLING

13.1 Details of our customer complaints and dispute resolution process are available at our website: www.tumbybay.sa.gov.au. We will also make a copy of this process available to a residential customer, upon request, and at no charge to the customer.

13.2 A residential customer experiencing hardship has a right to have any complaint heard and addressed by us, and in the event that their complaint cannot be resolved, the right to escalate their complaint to the external dispute resolution body approved by the Essential Services Commission of South Australia.

14 POLICY REVIEW

This Policy will be reviewed every four (4) years, or as required by the Essential Services Commission of South Australia (ESCOSA) or relevant legislative changes. The Council has the right to review this policy at any time, if considered desirable.

15 AVAILABILITY OF THIS POLICY

This Policy will be available for inspection at the Council's Office during ordinary business hours and via the Council's website, www.tumbybay.sa.gov.au. Copies will also be provided to the public upon request at no charge.

16 FURTHER INFORMATION

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Applicable Legislation	*Local Government Act 1999* *Water Industry Act 2012* *Water Industry Regulations 2012* ESCOSA Guidelines and Determination (as applicable)
Related Policies	
Related Procedures	

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SIGNED: …….
Responsible Officer

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