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The District Council of Franklin Harbour is located on the eastern side of the Eyre Peninsula and bordering Spencer Gulf. The District Council of Franklin Harbour is home to an estimated population of 1,350 people and covers an area of 3,283 square kilometres. Cowell is the major centre in the district, which also comprises the holiday areas of Lucky Bay and Port Gibbon (the areas which benefit from the Council's Water supply arrangements) and the locality of Elbow Hill.

The aim of our Charter is to provide our 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 water services and can be found at (www.escosa.sa.gov.au).

Water services provided

We provide customers in Lucky Bay and Port Gibbon with drinking water.

DRINKING WATER (QUALITY)


We will:

- Provide you with drinking water that is safe for drinking and food preparation 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.

Recycled/reuse water quality (quality)

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We will:

- Provide you with recycled/reuse 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 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.

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 1 September on our website at www.franklinharbour.sa.gov.au. We will also make this available at our office at 6 Main Street, Cowell SA 5602.
- 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 1 September on our website at www.franklinharbour.sa.gov.au. We will also make this available at our office at 6 Main Street, Cowell SA 5602.
- In the case that any fees and charges set out in the Price List change, publish these on our website 30 days 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

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WATER CONCESSIONS

Water concessions are administered by the Department for Communities and Social Inclusion. To check your eligibility for current water concessions, assistance or advice visit www.dcsi.sa.gov.au/concessions, phone the Concessions Hotline on 1800 307 756 or email concessions@dcsl.sa.gov.au

Connections

All existing shacks are currently connected. Any new applications for connection will be considered at the time of application.

Billing and payments

We will:

- Issue you with a bill at least quarterly for water usage
- Include your water supply charges on your rates notice, (separately identified), issued quarterly
- 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 by cash, cheque or credit card, in person, by mail, by direct debit or by phone.

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.

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Further details on our Hardship Policy are available on our website at (www.franklinharbour.sa.gov.au) or by visiting our office at 6 Main Street, Cowell. 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
- 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.

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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 payment your bills prior to the due date.

Customers with special medical needs

(Note Licensees should only include this section if they provide drinking water services)


You will:

- Inform us and provide evidence from a registered medical practitioner or a hospital that someone residing at your supply address requires the ongoing use of a dialysis machine
- Inform us when the dialysis machine is no longer required at your supply address.

We will:

- Register your supply address as an address with special medical needs
- Provide you with at least 4 business days' notice of any planned outages that will affect the supply of water to your property
- Provide you with an emergency telephone contact number in the event of an interruption.

Registration as a customer with special medical needs does not ensure you will be provided with drinking water at all times, for example, in the circumstances of an unplanned interruption outside of our control. Accordingly, you must ensure that you have a contingency plan in place to protect yourself in the event of an unplanned interruption to your supply.

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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, government funded concessions and assess 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.

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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.

When 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 sit 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.

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Complaints and dispute resolution

We will:

- respond or acknowledge your complaint or enquiry within 7 business days
- refer you to our Works Manager if you are not satisfied with our initial response or resolution or, if required, escalate you to Chief Executive Officer
- advise you of your option to escalate your complaint to an Internal Review of Council Decision under Section 270 of the Local Government Act 1999.

Further details on our Customer Complaints Policy and Internal Review of Council Decisions Policy are available on our website at www.franklinharbour.sa.gov.au or by visiting our office at 6 Main Street, Cowell. 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:

General Enquiries: 8629 2019

Faults & Emergencies:

Website: www.franklinharbour.sa.gov.au

Email: council@franklinharbour.sa.gov.au

Office: 6 Main Street, COWELL or PO Box 71, COWELL SA 5602

Business hours: 8.30 am to 5.00 pm