

CWMS Hardship Policy for Residential Customers

CONTENTS

1. Document control.....	2
2. Policy purpose	2
3. Scope.....	3
4. Background.....	3
5. Definitions.....	3
6. Policy.....	5
6.1 Identifying residential customers experiencing financial hardship	5
6.2 Assisting residential customers who are experiencing financial hardship.....	5
6.3 Retail services provided by Councils.....	7
6.4 Payment Plans	7
6.5 Debt Recovery	8
6.6 Rights of residential customers experiencing financial hardship.....	8
6.7 General provisions	8
6.8 Confidentiality.....	9
6.9 Complaints handling.....	9
7. Relevant legislation and references.....	9
8. Further information.....	9

1. Document control

Author – name and position (to whom changes are recommended)	Cassie O'Connor, A/ Team Leader Water Services
Stakeholders (audience and engagement groups)	Community, Elected Members, Directors, Managers and Staff
Reviewed by – name and position	Ben Calder, A/ Manager Operational Excellence
Approved by (document owner)	Council
Approval date	DG Feb 2026, ESCOSA May 2026
Approval ECM number	8366428
Current version number	V.2
Review cycle (number of years)	Review every 3 years Next review Date: January 2029
History (previous review dates)	Adopted 22/6/16
Related policies/procedures	CWMS Enquiry, Complaint and Dispute Resolution Procedure CWMS Customer Charter Water Services Connections Policy Rating Policy
Document location	Original: Published: Website

Electronic version on the intranet or website is the controlled version.

2. Policy purpose

1. City of Onkaparinga is committed to assisting **residential customers of water and sewerage services**, who are experiencing **financial hardship**, to manage their payments in a manner that best suits the **customer**, and ensuring they remain connected to a **retail service**.
2. The purpose of this **policy** is to identify **residential customers** who are experiencing payment difficulties due to **hardship**, and assist those **customers** to better manage their bills on an ongoing basis.
3. This **policy** sets out:
 - a. processes to identify **residential customers** experiencing payment difficulties due to **hardship**, including identification by us, self-identification by a **residential customer**, identification by an **accredited financial counsellor**, or welfare agency, and
 - b. an outline of a range of processes or programs that we will use, or apply, to assist **our customers** who have been identified as experiencing payment difficulties.

It is acknowledged that any legislative requirement which affects council will take precedence over council's policies and procedures.

3. Scope

This policy applies to all residential customers of the City of Onkaparinga Community Wastewater Management Scheme (CWMS).

4. Background

This **policy** is based on the customer hardship policy for minor and intermediate retailers, made by the Minister for Communities and Social Inclusion, pursuant to section 37 of the Water Industry Act 2012, under a delegation by the Minister for Water and the River Murray, with modification. The modifications contained in this policy have been approved by the Essential Services Commission of South Australia.

5. Definitions

accredited financial counsellor	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) <i>(Note: you may be a consumer by virtue of being a council ratepayer)</i>
customer	a person who owns land in relation to which a retail service is provided and includes: <ul style="list-style-type: none">• 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 (without limiting the application of this definition to owners of land), and• a person of a class declared by the regulations to be customers <i>(as defined in the <i>Water Industry Act 2012</i>)</i> <i>(Note: you may be a customer by virtue of being a council ratepayer)</i>
customer hardship policy	this policy for minor and intermediate retailers , that has been adopted by City of Onkaparinga, in accordance with section 37 of the <i>Water Industry Act 2012</i>
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	City of Onkaparinga
policy	this customer hardship policy
regulations	regulations under the <i>Water Industry Act 2012</i>
residential customer	a customer or consumer who is supplied with retail services for use at residential premises (as defined in the <i>Water Industry Act 2012</i>) <i>(Note: you may be a residential customer by virtue of being a council ratepayer)</i>
retail service	a service constituted by: <ul style="list-style-type: none"> 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 <i>(including but not limited to community wastewater management systems)</i> <p>(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 <i>Water Industry Act 2012</i>).</p>
retailer	the holder of a licence issued by the Essential Services Commission of South Australia under the <i>Water Industry Act 2012</i>
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 <i>Water Industry Act 2012</i>)
sewerage service	<ul style="list-style-type: none"> 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 <p><i>(as defined in the <i>Water Industry Act 2012</i>)</i> <i>(Note: sewerage service includes but not limited to community wastewater management systems)</i></p>
water	includes rainwater, stormwater, desalinated water, recycled water and water that may include any material or impurities, but does not include sewage <i>(as defined in the <i>Water Industry Act 2012</i>)</i>

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*)

6. Policy

6.1 IDENTIFYING RESIDENTIAL CUSTOMERS EXPERIENCING FINANCIAL HARDSHIP

- 6.1.1 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.
- 6.1.2 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.
- 6.1.3 **Residential customers** who are identified as experiencing ongoing **hardship** are generally those on low or fixed incomes. These **customers** may require ongoing assistance.
- 6.1.4 **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.
- 6.1.5 The extent of **hardship** will be determined by either our assessment process or by an external body, such as an **accredited financial counsellor**.
- 6.1.6 Where we assess a **residential customer's** eligibility for **hardship** assistance, **we** will consider indicators including (but not limited to) whether:
- the **customer** is on a Centrelink income and holds a Pensioner Concession Card or holds a Centrelink Low Income Health Care Card
 - the **customer** is eligible for a South Australian Government concession
 - the **customer** has been referred by an **accredited financial counsellor** or welfare agency
 - the **customer** advises they have previously applied for emergency relief (irrespective of whether or not their application was successful)
 - the **customer's** payment history indicates that they have had difficulty meeting their **retail services** bills in the past
 - the **customer**, through self assessment, has identified their position regarding their ability to pay.

6.2 ASSISTING RESIDENTIAL CUSTOMERS WHO ARE EXPERIENCING FINANCIAL HARDSHIP

- 6.2.1 **We** will inform a **residential customer** of this **customer hardship policy** where:

- 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
- **we** are proposing to install a flow restriction device.

6.2.2 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:

- an interest and fee free payment plan that complies with clauses 28 to 32,
- Centrelink's Centrepay service (only where available), or
- 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),

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.

6.2.3 **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.

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

6.2.5 **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.

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

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

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

- the **customer** has agreed to a payment arrangement and continues to adhere to the terms of that arrangement, or
- **we** have failed to comply with the requirements of this **customer hardship policy**, or
- the **customer's retail service** is a community wastewater management system or other sewerage service.

6.2.9 **We** will also offer the **hardship customer**:

- 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
- information about, and referral to, Commonwealth and South Australian Government concessions, rebates, grants and assistance programs
- information about, and referral to, accredited financial and other relevant counselling and support services, particularly where a **customer** is experiencing ongoing **financial hardship**.

- 6.2.10 Where a **hardship customer** requests information or a redirection of their bills, **we** will provide that information or redirection free of charge.
- 6.2.11 **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**.
- 6.2.12 **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**.
- 6.2.13 **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.
- 6.2.14 **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.

6.3 RETAIL SERVICES PROVIDED BY COUNCILS

- 6.3.1 Council rates are made up of **retail services** (as defined in this policy) and non-retail services, for example refuse collection.
- 6.3.2 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.

6.4 PAYMENT PLANS

- 6.4.1 Our payment plan for a **hardship customer** will be established having regard to:
- the **customer's** capacity to pay and current financial situation
 - any arrears owing by the **customer**, and
 - the **customer's** expected usage needs over the following 12 month period.
- 6.4.2 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**).
- 6.4.3 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:
- the duration of the plan
 - the amount of each instalment payable under the plan, the frequency of instalments and the date by which each instalment must be paid
 - if the **customer** is in arrears – the number of instalments to pay the arrears, and
 - if the **customer** is to pay in advance – the basis on which instalments are calculated.

- 6.4.4 **We** will waive any fees for late payment of a bill for a **hardship customer**.
- 6.4.5 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** will require them to sign up for direct debit deductions or Centrepay (where available).

6.5 DEBT RECOVERY

- 6.5.1 **We** will suspend debt recovery processes while negotiating a suitable payment arrangement with a **hardship customer**.
- 6.5.2 **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:
- the **customer** has agreed to a payment arrangement and continues to adhere to the terms of that arrangement, or
 - we have failed to comply with the requirements of this **customer hardship policy**.

6.6 RIGHTS OF RESIDENTIAL CUSTOMERS EXPERIENCING FINANCIAL HARDSHIP

- 6.6.1 Every **residential customer** experiencing **financial hardship** has the right to:
- Be treated respectfully on a case-by-case basis, and have their circumstances kept confidential.
 - Receive information about alternative payment arrangements, this **customer hardship policy**, and government concessions, rebates, grants and assistance programs.
 - Negotiate an amount they can afford to pay on a payment plan or other payment arrangement.
 - Consider various payment methods, and receive written confirmation of the agreed payment arrangement within 10 business days.
 - Renegotiate their payment arrangement if there is a change in their circumstances.
 - Receive information about free and independent, **accredited financial counselling services**.
 - Receive a language interpreter service at no cost to the customer.
 - Be shielded from legal action and additional debt recovery costs, whilst they continue to make payments according to an agreed payment arrangement.
 - 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.

6.7 GENERAL PROVISIONS

- 6.7.1 **We** will ensure **residential customers** have equitable access to this **customer hardship policy**, and that this **policy** is applied consistently.
- 6.7.2 **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.

- 6.7.3 This customer hardship policy is available on our website: www.onkaparingacity.com
- 6.7.4 **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.
- 6.7.5 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**.

6.8 CONFIDENTIALITY

- 6.8.1 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.

6.9 COMPLAINTS HANDLING

- 6.9.1 Details of our customer complaints and dispute resolution process are available at **our** website: www.onkaparingacity.com. **We** will also make a copy of this process available to a **residential customer**, upon request, and at no charge to the **customer**.
- 6.9.2 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.

7. Relevant legislation and references

- City of Onkaparinga Rating Policy
- Local Government Act 1999
- Water Industry Act 2012

8. Further information

It is also available for inspection, downloading or printing from our website www.onkaparingacity.com.au.