



CODE OF PRACTICE

Debt Recovery

IMS-ADMN-D-0549-SW

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1 PURPOSE

The purpose of the Code of Practice is to describe the process that Solo Water will follow if customer payments for drinking water, wastewater and recycled water services are overdue.

1.1 Scope

This Code of Practice applies to all Solo Water retail customers.

1.2 Objective

The aim of this Code of Practice is to prevent customers from accruing debts in relation to billed charges for water and wastewater services. It explains the obligations and responsibilities of Solo Water and the customer in ensuring timely payment of the bill.

2 CUSTOMER CONTRACT AGREEMENT

In accordance with the Water Industry Competition Act (2006) – (WICA), a small retail customer who is the owner of premises to which water or sewerage services are provided by means of a regulated scheme is taken to have entered into a contract for the services on the terms and conditions set out in the regulations and for the standard contract charges of the licensee.

The contract for drinking water, recycled water or sewerage services is the “Deemed Customer Contract” (Customer Contract) set out at Schedule 4 to the *Water Industry Competition (General) Regulation 2024*.

The Deemed Customer Contract is between the Small Retail Customer (the Customer), the company operating the infrastructure for your water or sewerage services (the Operator), and the company selling the water or sewerage services (the Retailer).

The contract applies automatically when Solo Water authorises connection of the property to its licenced infrastructure. The relevant parties do not need to sign anything agreeing to the contract for the contract to be legally enforceable.

A summary of the customer contract has been prepared by the Independent Pricing and Regulatory Tribunal (IPART) and is made available via both the Solo Water and IPART websites.

The cost to supply the customer will be fully detailed in the Solo Water Pricing Schedule. The summary of the Deemed Customer Contract is available for download at the Solo Water website www.solowater.com.au/downloads.

The customer contract will nominate billing arrangements including frequency and payment terms.

2.1 What is Solo Water’s Responsibility in Debt Recovery?

Solo Water complies with requirements as set out in the Customer Contract for debt recovery and payment difficulty hardship. This means:

- Treating customers fairly and in an equitable manner.
- Be compassionate for customers facing financial hardship.
- Providing information to customers in regard to debt recovery requirements.
- Setting aside debts that are in dispute, including holding late payment fees for the duration of the investigation and notification of the outcome to the customer, and;
- Providing information to the customer regarding the external dispute mechanism (The Energy & Water Ombudsman NSW).

2.2 What is the Customers Responsibility in Paying their Bill?

The registered property owner is solely responsible for payment of the accounts in accordance with the Customer Contract. All customers are expected to pay their account no later than the day it is due. If a customer fails to pay the account or negotiate alternative payment arrangements, Solo Water will commence action to pursue the debt.

It is the responsibility of customers experiencing financial difficulties to notify Solo Water of their circumstances so that appropriate assistance can be provided.

The customer is responsible to notify Solo Water of any changes to their contact details including postal address, phone contacts and email (where relevant) for accurate billing of the account.

Solo Water does not negotiate credit terms with tenants or non-owners regarding payment of the account. Any recovery action taken will be taken against the registered owner of the property.

2.3 What is the Process for Tenants?

Solo Water does not recognise tenants as a customer for billing purposes. Solo Water expects that the owner or managing agent will pay the account within the payment terms and manage their own arrangements with the tenant.

2.4 Solo Water's Debt Recovery Process

Solo Water will take all reasonable measures to contact customers and resolve unpaid accounts. The following general process applies for late and overdue accounts:

- Customers water rate notices have standard due date of 30 days after the bill date to pay.
- Email or SMS Reminder Notices are to be sent out after 21 days after the bill date.
- Email or SMS Overdue Notices are to be sent out after 45 days after the bill date.
- Customers may be contacted by telephone after 60 days to discuss and offer the customer to enter a payment plan.
- A late payment fee or interest charge as per the Customer Contract will be automatically applied to all customer accounts that have an outstanding balance when the next bill is prepared. This effectively gives customers around 90 days to pay without any financial penalty. The late fee or interest charge will not apply to customers that have already contacted us for a payment plan or to dispute an account.
- Additionally, on a case-by-case basis and at the discretion of Solo Water Senior Management, and only as a last resort, further debt recovery action may be taken for a customer who has an overdue amount and have not made a payment in the past billing period. The customer will be sent a warning letter that further action may be taken. The further actions can be the initiation of legal debt recovery actions or restriction of the services provided. Legal debt recovery actions will progress through the below stages.
 - The use of an external debt recovery agent. Any costs incurred through this process will be added to the customer's account.
 - If the customer's outstanding debt is not paid, Solo Water will seek payment through a court order and/or the registration of Solo Waters interest upon the property for the debt. Any costs incurred through this process will be added to the customer's account.

- If a customer sells a property with outstanding debts, the debts will be recovered through the standard conveyancing and change of ownership processes.

If a customer contacts us to dispute a late payment fee or Interest charge, the late payment fee or interest charge can at Solo Water's discretion, be waived by providing a credit on the customer's account, but this can only happen after payment has been received in full. The credit for the late fee would show up on the next bill. The late fee can not be waived unless payment is received in full.

Where accounts remain unpaid for an extended period, Solo Water may choose to restrict supply as set out in the Customer Contract. Where such action is taken, Solo Water will provide a minimum of 10 business days' notice, as per the Customer Contract.

Restriction of a customer's water or sewerage services is a last resort and can only occur with senior management approval and sign off. Where notice to restrict services is given to a customer, the conditions under which services will be restored will be clearly stated.

The debt collection process is based on the Deemed Customer Contract set out at Schedule 4 to the *Water Industry Competition (General) Regulation 2024*.

Payment Plans and Financial Hardship

All customers have a right to enter into a payment plan with Solo Water. A payment plan is an agreement between Solo Water and the customer that outlines the series of periodic payments that can be made to ensure the debt is cleared by the next bill cycle.

In general payment plans require any outstanding amount to be paid off in instalments prior to the next bill or over a period of time as agreed. If a customer cannot keep up with the payment plan and the bill is increasing the customer will need to contact us and register as suffering from financial hardship.

For all customers on a payment plan, or suffering financial hardship, no late fees or interest or restrictions will apply to their accounts or services whilst registered on a payment plan.

Solo Water will rarely (if ever) offer up a discount on rates notices to customer facing financial hardship, but we do allow for flexible and deferred payments with no penalties.

Customers on a payment plan will be reviewed regularly (minimum annually) and if the payment plan is not followed or if the payment plan is completed the customer will be removed off the payment plan and return as a normal customer at Solo Water's discretion.

2.5 What happens if the Customer Disputes the Account?

If a customer makes a formal complaint in regard to their account being incorrect, Solo Water will investigate the matter in line with group policies. The amount in dispute will be set aside without interest for the duration of the investigation. The customer is required to pay any remaining charges not in dispute in full as per the standard payment terms.

Once the investigation is completed the customer will be notified of the outcome and requested to pay any outstanding balance within 7 days. At the end of the 7 days, if a debt is still outstanding then further debt recovery steps including interest accrual will commence.

Where a customer is not satisfied with this process (as the customer may approach EWON at any time, and not dependant on the outcome), they may choose to have the process externally reviewed. Solo Water is a member of the Energy and Water Ombudsman NSW (EWON) so that customers have access to an external dispute resolution scheme.

EWON Contact Details:

Reply Paid 86550

Sydney South NSW 1234

Freecall: 1800 246 545

www.ewon.com.au