

# **CODE OF PRACTICE**

Debt Recovery 2017

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 in the event that 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

Solo Water will put into place a Customer Contract with each retail customer. Each contract will be unique to the scheme; however each agreement will fully define all inclusions and exclusions. The cost to supply the customer will be fully detailed in the Solo Water Pricing Schedule.

The customer contract will nominate invoicing 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 hardship. This means:

- Treating customers fairly and in an equitable manner.
- Providing information to customers in regards 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 Solo Water's 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. 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 What happens if a Customer does not pay the bill by the due date?

Solo Water will take all reasonable measures to contact customers and resolve unpaid accounts. Where accounts remain unpaid, 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 7 days notice, or the minimum notification outlined in the customer contract, whichever is greater.

Where notice to restrict supply is given to a customer, the conditions under which supply will be recommenced will be clearly stated.

The debt collection process is based on the customer contract.

Late payment fees are applied to overdue accounts in line with Solo Water's Customer Contract. Interest may be withheld for customers in financial hardship as assessed by Solo Water.

Solo Water may choose to enter into a payment plan arrangement for customers in financial hardship.

Solo Water will not unreasonably restrict or terminate supply to any customer. No action will be taken where there is an active dispute.

Solo Water will not restrict supply to customers who cannot reasonably access an alternate supply.

## 2.5 What happens if the Customer Disputes the Account?

If a customer makes a formal complaint in regards 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 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, N.S.W. 1234 Freecall: 1800 246 545 www.ewon.com.au



## 2.6 What are Solo Waters Debt Recovery Actions?

Solo Water may take a series of actions to recover the debt where payment of the account by the due date has not occurred, or no alternative payment arrangement has been made by the customer.

Solo Water is committed to supplying our customers and acknowledges that from time to time, customers may have trouble paying an invoice by the due date.

Where a customer is unable to pay an invoice due to financial hardship, Solo Water will negotiate reasonable alternate payment terms. Failure to comply with the alternate payment terms may result in restriction of supply.

Solo Water will action a series of steps as part of the debt recovery process based on the customer's past payment history. Recovery actions may include referral to a debt recovery agency, legal action or restriction of your water supply. Fees and charges will apply. For more information please refer to your customer contract.