

# Urban Customer Charter

**Version 4.5**

June 2018

# Message from the Managing Director

Wannon Water's Urban Customer Charter explains your rights and responsibilities as a customer and our commitments to you in providing water and sewerage services.

Our vision is "beyond water for strong communities". Our mission is to provide safe, reliable, innovative and sustainable water services and strengthen communities in south-west Victoria.

We are committed to providing a high level of service across all of our operations. Our service standards set out in Part D of this charter are an integral part of our business and our obligation to meet these standards is extremely important to us.

Our customer surveys and community engagement initiatives provide valuable feedback from the community so that we can better understand our customers' needs.

To learn more about how you can work alongside Wannon Water to make a difference, we invite you to visit our website at [www.wannonwater.com.au](http://www.wannonwater.com.au) and follow us on Facebook and Instagram @wannonwater.

**Andrew Jeffers**  
**Managing Director**

*A Customer Charter summary is available if you would prefer by calling 1300 926 666 or by visiting our website at [www.wannonwater.com.au](http://www.wannonwater.com.au).*

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PO Box 1158  
Warrnambool 3280



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# Part A – Introduction

## 1.0 Purpose

Wannon Water has issued this Customer Charter to inform *customers* about the *services* performed by Wannon Water and the respective rights and responsibilities of Wannon Water and of *customers*.

It applies in respect of Wannon Water's water supply services intended for *drinking water* and *sewerage* services.

## 2.0 Commencement

This Customer Charter applies from 1 July 2014.

New clause 14 (Family Violence) commences on 1 July 2017. Wannon Water must ensure that a Family Violence Policy is in place and is fully implemented by 30 June 2018.

## 3.0 Variation

Before varying this Customer Charter, Wannon Water will consult with its *customers* and the *Commission*.

## 4.0 Separate written agreements

A separate written agreement for the provision of a *service* made before 1 November 2004 need not comply with this Customer Charter.

A separate written agreement made after 1 November 2004 to apply beyond 1 July 2005 for the provision of a *service* cannot reduce the rights of a *customer* provided or implied in this Customer Charter unless Wannon Water can demonstrate that satisfying the Customer Service Code requirements is not practical and that Wannon Water expressly identifies any material departures from this Customer Charter to the customer in writing.

## 5.0 Provision of charter or summary

Wannon Water will provide a copy of the Customer Charter or a summary of the charter:

- (a) to existing *customers* with the first bill after it has been approved by the *Commission*; and
- (b) to new *customers* within one month of becoming registered with Wannon Water in respect of a property.

## 6.0 Notification of variation

If Wannon Water materially changes the Customer Charter, it will inform each *customer* on or with the next bill sent to the *customer* after the Customer Charter has changed. The revised Customer Charter will be listed on Wannon Water's website, [www.wannonwater.com.au](http://www.wannonwater.com.au), and will be available upon request.

## 7.0 Definitions

For ease of understanding, the definitions of words shown in *italics* are included in PART E – DEFINITIONS of this Customer Charter.

## 8.0 Wannon Water's service area

Wannon Water services approximately 83,000 people within its service area extending from the South Australian border in the west, to Balmoral in the north, to Lismore in the east and to Port Campbell on the coast. Please refer to the regional map in Section 9.

Wannon Water's primary functions include the collection and storage of water, treatment, filtration and/or disinfection and delivery of water and the collection and treatment of sewage. These functions are carried out under the Water Act 1989.

Wannon Water's service area extends over more than 24,000 sq km and 34 different customer zones. Our *customers* include residential, commercial, industrial and rural *customers*.

## 9.0 Regional map



# Part B – Enquiry facility

## 1.0 Telephone

Contact Wannon Water's Customer Service Centre on:

- **1300 926 666 for account and billing enquiries, connection to a service and general enquiries**

8:15am – 5:00pm Monday to Friday

- **1300 926 666 for water supply and sewerage service difficulties and faults**

After hours

## 2.0 Email

Forward an email to: [info@wannonwater.com.au](mailto:info@wannonwater.com.au)

## 3.0 Mail

Write to: Wannon Water

PO Box 1158

Warrnambool, 3280

## 4.0 In person

Visit the nearest Wannon Water Customer Service Centre at the addresses listed below:

- 66 Gray Street, Hamilton
- 15 Townsend Street, Portland
- 25 Gateway Road, Warrnambool

## 5.0 Internet access

*Customers* may log on to Wannon Water's website at [www.wannonwater.com.au](http://www.wannonwater.com.au) and gain access to information on a wide range of issues related to Wannon Water.

*Customers* who do not have access to the internet at home may log on to Wannon Water's website at their local library.



# Part C – Customer Charter

## 1.0 Connection and service provision

### 1.1 Obligation to provide service

Subject to *water law* and the Customer Service Code, if a *customer's* property is connected to a *system*, Wannon Water will provide the relevant *service* in accordance with the Customer Service Code.

### 1.2 Obligation to connect

Subject to *water law*, where a person requests connection to a *service* that is *available*, Wannon Water will connect or approve connection to the person's property within 10 *business days*, or such later date as agreed, if:

- (a) The *customer* has paid or agreed to pay all applicable connection fees; and
- (b) The *customer* has complied with all reasonable terms and conditions of connection imposed by Wannon Water.

## 2.0 Charges

### 2.1 Variation

Wannon Water may vary charges to *customers*, subject to:

- (a) *water law*; and
- (b) any relevant determination of the *Commission*.

Wannon Water will notify *customers* of any variation in charges for *services* on or with the first bill after the decision to vary the charges has been made.

Wannon Water may calculate a pro rata charge to implement a variation in charges where the variation date falls within a *billing period*.

### 2.2 Schedule of charges

Wannon Water will publish a schedule of fees and charges on our website and provide a copy to a *customer* on request.

### 2.3 Water and sewerage charges

Wannon Water *customers* are billed the following charges for water and sewerage services:

- (a) the water charges are:
  - (i) water service charge – is the charge which is billed to the owner at every property or dwelling serviced by Wannon Water's water supply *system* and includes properties not yet connected;

- (ii) water usage charge – is the price per kilolitre (1,000 litres) of water delivered to the property as measured by the water meter (or estimated where there is no water meter) which is billed to the *occupier* or owner of the property connected to the water *system*; and
- (iii) fire service charge – is the charge which is billed to the owner of a property that has a private fire service connection.

(b) the sewerage charges are:

- (i) sewerage service charge – is the charge which is billed to the owner of every property or dwelling serviced by Wannon Water's sewerage *system* and includes properties not yet connected; and
- (ii) sewage volume charge – is the price per kilolitre (1,000 litres) of sewage disposed to the sewerage *system* by non-residential *customers*.

Trade waste charges will also be billed to *customers* who discharge *trade waste* to the sewerage *system*.

## 3.0 Complaints and disputes

### 3.1 Complaints and disputes policy

Wannon Water has policies, practices and procedures for handling of *complaints* from *customers* and others affected by Wannon Water's operations.

Without limiting this general obligation, Wannon Water's Complaints and Disputes Policy provides that:

- (a) if a written reply is requested Wannon Water will take no more than 10 *business days* to respond to an *enquiry* or *complaint*; and
- (b) a reply to a *customer's enquiry* or *complaint* will deal with the substance of the *enquiry* or *complaint* or inform a *customer* when they will receive such a reply if the *enquiry* or *complaint* is complex; and
- (c) the reasons for a decision will be given to the complainant, including details of the legislative or policy basis for the reasons if appropriate; and
- (d) the *complaint* escalation process will give the *customer*:
  - (i) the opportunity to refer the *complaint* to Wannon Water's Customer Liaison Coordinator if the *customer* is not satisfied with the way their *enquiry* or *complaint* was handled, or was not satisfied with the outcome. The Customer Liaison Coordinator will not have been involved in the initial response to the *customer's complaint*; and
  - (ii) information about referral to *EWOV* and any other relevant *external dispute resolution forum* in the event that the *customer* has raised the *complaint* to the Customer Liaison Coordinator and is not satisfied with Wannon Water's response; and

- (e) Wannon Water will not take action to recover an amount of money which is in dispute, until the dispute has been resolved; and
- (f) the complainant is informed of the matters in paragraphs (a) to (e).

## 3.2 Resolution of disputes

Wannon Water will endeavour to resolve in good faith any dispute directly with the *customer* and others affected by Wannon Water's operations.

For the purposes of clause 3.1(e), Wannon Water may consider a dispute about non-payment resolved if:

- (a) Wannon Water has informed the *customer* of its decision on the *complaint* or any internal review of the *customer's complaint*, and
- (b) 10 *business days* have passed since the *customer* was informed; and
- (c) the *customer* has not:
  - (i) sought a further review under this clause; or
  - (ii) lodged a claim with *EWOV* or another *external dispute resolution forum*.

Wannon Water will not consider a dispute resolved until any claim lodged with *EWOV* or another *external dispute resolution forum* has been finalised.

## 4.0 Billing

### 4.1 Billing cycle

Wannon Water will issue bills once every three months (four times per year) or more frequently if agreed with the *customer*.

Wannon Water may bill commercial *customers* or other *customers* with high water usage, or high *trade waste* or sewage disposal more frequently.

### 4.2 Meter readings

Wannon Water will use reasonable endeavours to ensure that all *customers* whose properties have a meter which measures volumetric use for billing purposes have an actual meter reading every billing cycle, or otherwise at least once every 12 months.

### 4.3 Special meter readings

Upon request by the *customer*, Wannon Water will determine the *customer's* outstanding charges outside of the normal billing cycle within the period (if any) specified by *water law*.

Wannon Water may calculate the outstanding charges by:

- (a) arranging for a special meter reading at a *reasonable charge* payable by the *customer*, or

- (b) where permitted by *water law*, providing an estimated bill at no cost to the *customer*.

#### **4.4 Issue of bills**

Wannon Water will issue a bill to:

- (a) the *customer* at the physical or *electronic address* specified by the *customer*; or
- (b) the *customer's* agent at the physical or *electronic address* specified by the *customer* if the *customer* has made a written request to Wannon Water; or
- (c) any person authorised to act on behalf of the *customer* at the physical or *electronic address* specified by that person.

If no address has been specified, Wannon Water will send the bill to the physical address of the property in respect of which the charges have been incurred, or to the *customer's* last known address.

#### **4.5 Content of bills**

A bill issued by Wannon Water will contain the following information:

- (a) the date of issue;
- (b) the *customer's* billing address and account number;
- (c) the address of the property to which the charges in the bill relate;
- (d) the date on which the meter was read, or, if the reading is an estimation, a clear statement that the reading is an estimation;
- (e) the amount the *customer* is required to pay;
- (f) the date by which the *customer* is required to pay;
- (g) the ways in which the *customer* can pay the bill;
- (h) information about help that is available if the *customer* is experiencing difficulties paying;
- (i) details on Wannon Water's Customer Service Centre, including Wannon Water's 24-hour service difficulties and faults telephone number;
- (j) referral to interpreter services offered by Wannon Water;
- (k) any outstanding credit or debit amounts from previous bills;
- (l) the total of any payments made by the *customer* since the last bill was issued;
- (m) information on concessions available and any concession to which the *customer* may be entitled;

- (n) the average daily rate of water use at the property for the current *billing period*; and
- (o) a clear statement of the rate of interest and from what future date it is to be applied.

### **1.1 Presentation of charges**

A bill issued by Wannon Water will separately itemise each charge, including:

- (a) any *service* charge to the property;
- (b) the usage charge for each *service* to the property;
- (c) any other charge in connection with the provision of *services* provided;
- (d) any interest payable on outstanding amounts; and
- (e) any other charges.

### **1.2 Presentation of customer water usage**

A bill issued to a residential *customer* will display a graphical illustration of the *customer's* current water usage and, to the extent the data is available:

- (a) the *customer's* water usage for each *billing period* over the past 12 months; and
- (b) a comparison of the *customer's* usage with the *customer's* usage for the same period of the previous year.

### **1.3 Adjustment of bills**

Wannon Water may recover from a *customer* an amount undercharged if:

- (a) except in the case of illegal use, the amount to be recovered is limited to the amount undercharged in the 12 months prior to Wannon Water notifying the *customer* that undercharging has occurred;
- (b) the amount to be recovered is listed as a separate item and is explained on, or with, the *customer's* bill;
- (c) Wannon Water allows the *customer* to pay the amount to be recovered over a time period equal to the period in which undercharging occurred, up to a maximum of 12 months; and
- (d) Wannon Water allows the *customer* to pay the amount to be recovered through a flexible payment plan.

Wannon Water may identify an amount undercharged as a result of a *customer's* illegal use of water by estimating, in accordance with *water law*, the usage for which the *customer* has not paid. In respect of this amount, Wannon Water may exercise other rights available to it.

If Wannon Water overcharges the *customer*, Wannon Water will:

- (e) inform the *customer* within 10 *business days* of becoming aware of the error; and
- (f) refund or credit the amount overcharged in accordance with the *customer's* instructions.

## 5.0 Payments

### 5.1 Payment methods

Wannon Water accepts payment from *customers*:

- (a) by direct payment from your bank account using a direct debit facility;
- (b) by deduction through a provider of income support such as Centrepay;
- (c) in advance as agreed to by Wannon Water;
- (d) in person at any post office or post office agency;
- (e) by internet using Australia Post's website or by using BPay;
- (f) by telephone on either 13 18 16 or through your financial institution's BPay facility using a credit card, cheque or savings account; or
- (g) by mail to PO Box 1158, Warrnambool 3280.

Wannon Water will not require *customers* to agree to direct debit as a condition of *service*.

### 5.2 Flexible payment plans

Subject to *water law*, Wannon Water will make flexible payment plans available to *customers* in accordance with the *customer's* capacity to pay. A flexible payment plan will:

- (a) state how the amount of the payments has been calculated;
- (b) state the period over which the *customer* will pay the agreed amounts;
- (c) specify an amount to be paid in each period;
- (d) be able to be renegotiated at the request of a *customer* if there is a demonstrable change in their circumstances; and
- (e) be confirmed in writing to the *customer* prior to or as soon as practicable after the flexible payment plan commences.

Wannon Water is not required to offer a *customer* a flexible payment plan if the *customer* has, in the previous 12 months, had two flexible payment plans cancelled due to non-payment, unless the *customer* provides a fair and reasonable assurance (based on the circumstances) to Wannon Water that the *customer* will comply with the plan.

### 5.3 Payment difficulties

Subject to *water law* Wannon Water will assist *customers* who have payment difficulties on a case-by-case basis by:

- (a) making provision for alternative payment arrangements in accordance with a *customer's* capacity to pay, including:
  - (i) offering a range of payment options, including flexible payments in accordance with clause 5.2; or
  - (ii) redirection of the bill to another person for payment, provided that person agrees in writing.
- (b) providing for written confirmation of an alternative payment method referred to in clause 5.3(a) to be sent to *customers* within 10 *business days* of an agreement being reached;
- (c) offering to extend the due date for some or all of an amount owed;
- (d) informing *customers* of any circumstances in which it will waive or suspend interest payments on outstanding amounts; and
- (e) where appropriate, referring *customers* to:
  - (i) government funded assistance programs (including the Utility Relief Grant Scheme); or
  - (ii) an independent financial counsellor at no cost to the *customer*.

### 5.4 Customer hardship policy

Wannon Water has a Customer Hardship Policy that applies to residential *customers* who are identified either by themselves, Wannon Water, or an independent accredited financial counsellor as having the intention but not the financial capacity to make the required payments in accordance with Wannon Water's payment terms. In addition to the Customer Hardship Policy, Wannon Water has a Family Violence Procedure as set out at clause 14.

Without limiting this general obligation, Wannon Water's Customer Hardship Policy will:

- (a) provide internal assessment processes:
  - (i) to determine a *customer's* eligibility using objective criteria as indicators of hardship;
  - (ii) designed to make an early identification of a *customer's* hardship; and
  - (iii) to determine the internal responsibilities for the management, development, communication and monitoring of the policy.



- (b) provide for staff training about Wannon Water's policies and procedures and to ensure *customers* in hardship are treated with confidentiality, sensitivity and without value judgments being made;
- (c) exempt *customers* in hardship from supply *restriction*, legal action, and additional debt recovery costs – including by waiving any interest accrued prior to the *customer* being identified as in hardship and exempting the debt from the accrual of interest on overdue amounts during the *customer's* period of hardship – while payments are made to Wannon Water according to an agreed flexible payment plan or other payment schedule;
- (d) state any circumstances in which it will waive or suspend interest payments on outstanding amounts;
- (e) subject to *water law*, offer a range of payment options in accordance with the *customer's* capacity to pay;
- (f) provide for written confirmation of any alternative payment method to be sent to the *customer* within 10 *business days* of an agreement being reached;
- (g) offer information and referral to Government assistance programs (including the Utility Relief Grant Scheme) and no-cost independent financial counsellors;
- (h) offer information about Wannon Water's dispute resolution policy, and the *customer's* right to lodge a *complaint* with *EWOV* and any other relevant *external dispute resolution forum* if their hardship claim is not resolved to their satisfaction by Wannon Water;
- (i) offer information on how to reduce water usage and improve water efficiency and referral to relevant government water efficiency programs;
- (j) detail the circumstances in which the policy will cease to apply to *customers*; and
- (k) provide for a review mechanism of the policy and its associated procedures.

*Customers* may log on to Wannon Water's website at [www.wannonwater.com.au](http://www.wannonwater.com.au) to view the Customer Hardship Policy or contact Wannon Water on 1300 926 666 and request a copy.

## 6.0 Collection

### 6.1 Reminder notices

If a *customer* fails to pay by the due date for payment stated in the bill, Wannon Water will send a reminder notice (in the same manner in which it sent the bill).

### 6.2 Warning notices

At least seven days prior to taking action for non-payment Wannon Water will send a payment warning notice (in the same manner in which it sent the bill) that:



- (a) specifies any assistance that is available to the *customer* including information about *EWOV* (including *EWOV*'s telephone number) and Wannon Water's Customer Hardship Policy;
- (b) advises the *customer* that the bill is overdue and must be paid for the *customer* to avoid legal action or supply *restriction*; and
- (c) cautions that, if legal or *restriction* action is taken, the *customer* may incur additional costs in relation to those actions; and
- (d) specifies the date from which interest (if any) may be applied on outstanding amounts, and the percentage interest rate that may be applied; and
- (e) specifies that Wannon Water might be able to recover outstanding amounts at the time of any sale of the *customer's* property (if the *customer* is also the owner of the property).

### **6.3 Additional content of reminder and warning notices**

A reminder notice under clause 6.1 and a warning notice under clause 6.2 will contain all of the information listed in clause 4.5, except information about meter readings, usage, previous bills or past payments.

### **6.4 Interest on unrecovered amounts**

Subject to *water law*, clause 5.4(c), clause 6.5 and the remainder of this clause 6.4, Wannon Water may charge interest on unpaid amounts where:

- (a) Wannon Water fixes a date by notice in the *customer's* bill, being not less than 14 days after an amount is due to be paid by the *customer*; and
- (b) the notice referred to in paragraph (a) indicates that if an amount due remains unpaid after the date fixed by the notice, interest will accrue from the date the amount is due; and
- (c) any part of the amount payable by the *customer* is not paid by the date fixed by the notice referred to in paragraph (a).

On and from 1 July 2013, Wannon Water will not charge a *customer* interest on unrecovered amounts if that *customer* is the holder of an *eligible concession card*.

### **6.5 Maximum rate of interest that may be charged**

The maximum rate of interest that may be charged on unrecovered amounts is an annual rate set by the *Commission* each May based on the 10 year Australian Commonwealth Government Bond Rate plus a margin to be determined by the *Commission*.

The interest starts accruing on the day the amount is due and ends on the date all unrecovered amounts of the charge are paid in full, both days inclusive.

## 6.6 Charges over property

Subject to *water law*, where a *customer* is liable to pay Wannon Water an amount in relation to a property owned by the *customer*, that amount is a charge on that property.

## 6.7 Other charges

Apart from the application of section 274(4A) of the Water Act 1989 to unpaid amounts and clause 6.6, Wannon Water will not impose other charges in respect of outstanding amounts owed by a *customer* unless approved by the *Commission*.

## 6.8 Dishonoured payment

Wannon Water may recover from a *customer* an amount charged by Wannon Water's financial institution due to:

- (a) a *customer's* cheque being dishonoured; or
- (b) a *customer* having insufficient funds available when paying by direct debit.

## 7.0 Actions for non-payment

### 7.1 Restriction and legal action

Wannon Water may take legal action or restrict a *customer's* water service for non-payment if:

- (a) more than 14 days have elapsed since the issue of a reminder notice to the *customer* referred to in clause 6.1;
- (b) more than 7 days have elapsed since the issue of the warning notice to the *customer* referred to in clause 6.2, including information on Wannon Water's Customer Hardship Policy and other programs that are available to help *customers* with payment difficulties;
- (c) Wannon Water or its agent has attempted to make contact with the *customer* by telephone, letter or in person, about the non-payment;
- (d) the *customer* has been notified of the proposed *restriction* or legal action and the associated costs, including the cost of removing the restrictor; and
- (e) the *customer* has:
  - (i) been offered a flexible payment plan and the *customer* has refused or has failed to respond; or
  - (ii) agreed to a flexible payment plan and has failed to comply with the arrangement.

### 7.2 Limits on restriction and legal action

Wannon Water will not commence legal action or take steps to restrict a *customer's* service due to non-payment if:

- (a) the amount owed by the *customer* is less than \$200, unless the *customer* has failed to pay consecutive bills in full over a period of not less than 12 months;
- (b) the *customer* is eligible for and has lodged an application for a *eligible concession card* and the application is outstanding;
- (c) the *customer* has made an application under the Utility Relief Grant Scheme and the application is outstanding;
- (d) the *customer* is a tenant and:
  - (i) the amount unpaid is owed by the landlord; or
  - (ii) the tenant has a claim against the landlord in respect of a water bill pending at the Victorian Civil and Administrative Tribunal; or
- (e) the amount in dispute is subject to an unresolved *complaint* procedure in accordance with Wannon Water's Complaints and Disputes Policy.

This clause does not restrict Wannon Water's rights under *water law* to pursue a debt owed to it by a person who is no longer a *customer*.

For residential *customers*, Wannon Water undertakes additional steps to contact residential customers in accordance with our hardship guarantee set out at clause 13.3.

### 7.3 Additional limits on restriction

Wannon Water will not take steps to restrict a *customer's service* due to non-payment if:

- (a) it is a Friday, public holiday, weekend, day before a public holiday, or after 3.00pm;
- (b) the *customer* is registered as a special needs *customer* under clause 9.5;
- (c) Wannon Water believes that the *restriction* will cause a health hazard having taken into consideration any *customer* concerns; or
- (d) it is a day of total fire ban declared by the Country Fire Authority in the area in which the property is located.

A *restriction* under clause 7 may reduce the supply of water to no less than two litres per minute at the tap nearest the meter.

### 7.4 Removal of restrictors

Wannon Water will restore a restricted *service* within 24 hours of becoming aware that the reason for the *restriction* has been resolved.

## 8.0 Quality of services

### 8.1 Product quality

In addition to complying with applicable requirements of health and *environmental regulation*, Wannon Water will provide a *service* in accordance with the *approved service standards* set out in Part D of this Customer Charter.

### 8.2 Delivery quality (flow rates)

Wannon Water will ensure that a *customer's* water supply is at least equal to the minimum flow rates set out in Part D of this Customer Charter, except to the extent that:

- (a) a *property owner's infrastructure* falls short of the required condition;
- (b) a *service* is provided via a private extension;
- (c) there is a drought or an emergency;
- (d) there is a water shortage due to peak summer demand;
- (e) there is an *unplanned or planned interruption*;
- (f) supply is restricted or *disconnected* in accordance with this Customer Charter; or
- (g) *water law* provides.

The flow rate will be measured at the meter or the tap nearest the meter assembly.

### 8.3 Testing

Wannon Water will test flow rates and water quality for compliance with clause 8.1 and 8.2 upon request by the *customer*.

Wannon Water:

- (a) will advise the *customer* prior to the test that a *reasonable charge* may be imposed if the test demonstrates compliance with clauses 8.1 and 8.2;
- (b) will pay the cost of a test if the test demonstrates that Wannon Water is not complying with clauses 8.1 and 8.2;
- (c) may impose a *reasonable charge* on the *customer* in the event the test demonstrates compliance with clauses 8.1 and 8.2.

### 8.4 Rectification

Wannon Water will rectify any deficiency in satisfying clauses 8.1 to 8.3 as soon as possible, or within a time agreed with the *customer*.

## 9.0 Reliability of services

### 9.1 Obligation to provide reliable services

Subject to its Statement of Obligations, Wannon Water will develop and implement plans, systems and processes to manage its assets to provide reliable *services*.

### 9.2 Unplanned interruptions – response

Wannon Water will comply with the service standards set out in Part D of this Customer Charter.

Wannon Water has policies, practices and procedures:

- (a) to minimise the impact on *customers of unplanned interruptions to services* (including restoration as soon as possible, and the provision of information); and
- (b) to provide *customers* with access to emergency supplies of *drinking water* in the event of an *unplanned interruption* to water services.

### 9.3 Bursts, leaks blockages and spills

Wannon Water has policies, practices and procedures to deal with a burst, leak or blockage in its *system*, including to:

- (a) promptly attend the site upon notification;
- (b) take action to rectify the situation taking into account the potential or actual impact on:
  - (i) *customers*;
  - (ii) others affected by the failure;
  - (iii) property; and
  - (iv) the environment;
- (c) provide information about any *unplanned interruption* to a *service* through a 24 hour telephone facility which advises callers of the estimated duration of any *interruption*;
- (d) ensure that, in the event of a sewage spill on a *customer's* property, damage and inconvenience to *customers* and others affected is minimised; and
- (e) ensure that a sewage spill is promptly cleaned up and the affected area is disinfected.

### 9.4 Planned interruptions – information and response

Wannon Water will inform affected *customers* in writing of the time and duration of any *planned interruption* to a *service* at least two *business days* in advance.

Wannon Water has policies, practices and procedures in relation to providing *customers* with access to emergency supplies of *drinking water* in the event of a *planned interruption* to water services.

## 9.5 Special needs

Wannon Water will keep an up-to-date register of *customers* who require water for:

- (a) the operation of a life-support machine; or
- (b) other special needs that may be assessed on a case-by-case basis by Wannon Water.

Wannon Water will contact *customers* registered under this clause:

- (c) as soon as possible in the event of an *unplanned interruption* to a *service*; and
- (d) at least four *business days* before a *planned interruption* unless a longer period of notice is requested by a *customer* in which case longer notice will be given if it is reasonably necessary and able to be accommodated by Wannon Water.

In all cases Wannon Water will endeavour to minimise inconvenience to these *customers*.

## 10.0 Reconnection

Wannon Water will promptly reconnect a *customer's* property which has been *disconnected* upon:

- (a) the reason for *disconnection* no longer persisting; or
- (b) receipt of a written undertaking as to compliance by the *customer* in a form acceptable to Wannon Water; and
- (c) payment by the *customer* of any *reasonable charge* imposed by Wannon Water.

## 11.0 Works and maintenance

### 11.1 Maintenance obligations

Subject to *water law*, Wannon Water will implement programs to maintain its *systems* in accordance with its *approved service standards*. In addition to this general *system* obligation, Wannon Water will maintain the following *customer* works where the relevant service is *available*:

#### Water service pipe

Wannon Water will maintain the water service pipe from Wannon Water's water main up to:

- (i) the first water meter installed after the water main; or

- (ii) the property boundary if the first water meter is more than two metres inside the property boundary or there is no *accessible stop valve*; or
- (iii) the first *accessible stop valve* where the first water meter or part of the water service pipe is within or beneath the walls of a structure built on the serviced property or where there is no water meter.

Subject to *water law*, the property owner is responsible for:

- (iv) parts of the water service pipe that Wannon Water is not responsible for maintaining under item (i) to (iii) above;
- (v) backflow prevention devices;
- (vi) fire services;
- (vii) *private extensions* or trunk services, or water service pipes from *private extensions*; and
- (viii) the installation, maintenance, repair and replacement of any meter pit, pit lid or meter cage.

### **Sewer connection drain**

If the sewer main is located inside the property boundary, Wannon Water will maintain the sewer connection drain from Wannon Water's sewer main up to:

- (i) the first inspection opening installed after the sewer main; or
- (ii) one metre from the sewer main if the first inspection opening is located more than one metre from the sewer main; or
- (iii) one metre from the sewer main if there is no inspection opening.

If the sewer main is located outside the property boundary, Wannon Water will maintain the sewer connection drain from Wannon Water's sewer main up to:

- (iv) the first inspection opening installed inside the property boundary; or
- (v) one metre inside the property boundary if the first inspection opening is located more than one metre inside the property boundary; or
- (vi) one metre inside the property boundary if there is no inspection opening located within the property boundary; or
- (vii) one metre outside the building line if the sewer main is located outside the property boundary and the building line is located at or near the property boundary.

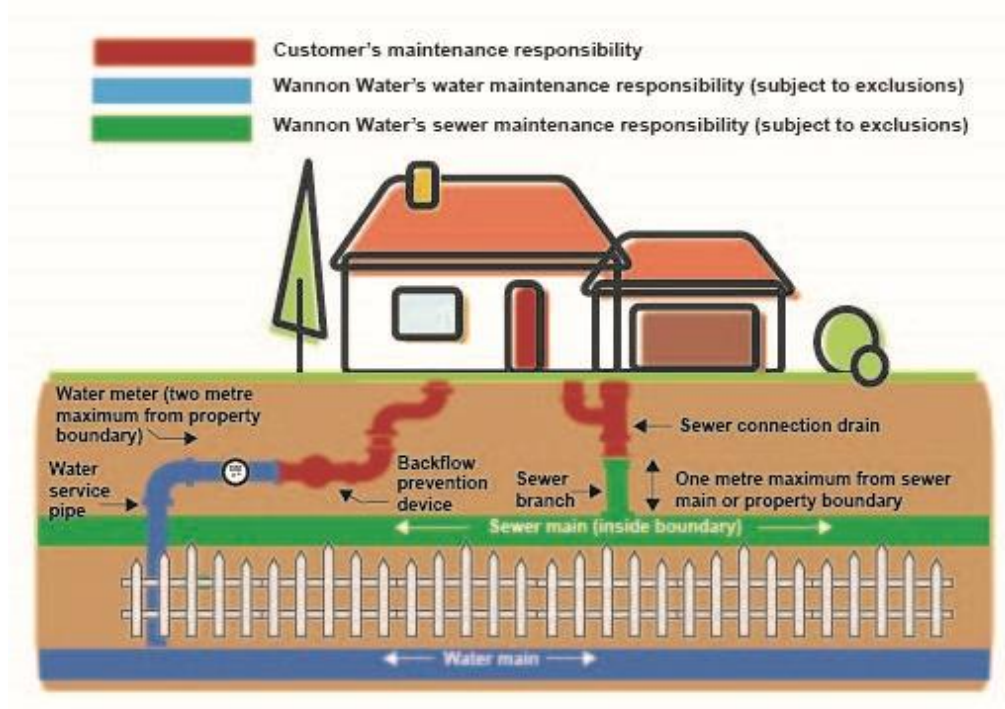
Subject to *water law*, the property owner is responsible for:

- (viii) parts of the sewer connection drain that Wannon Water is not responsible for maintaining under item (i) to (vii) above;

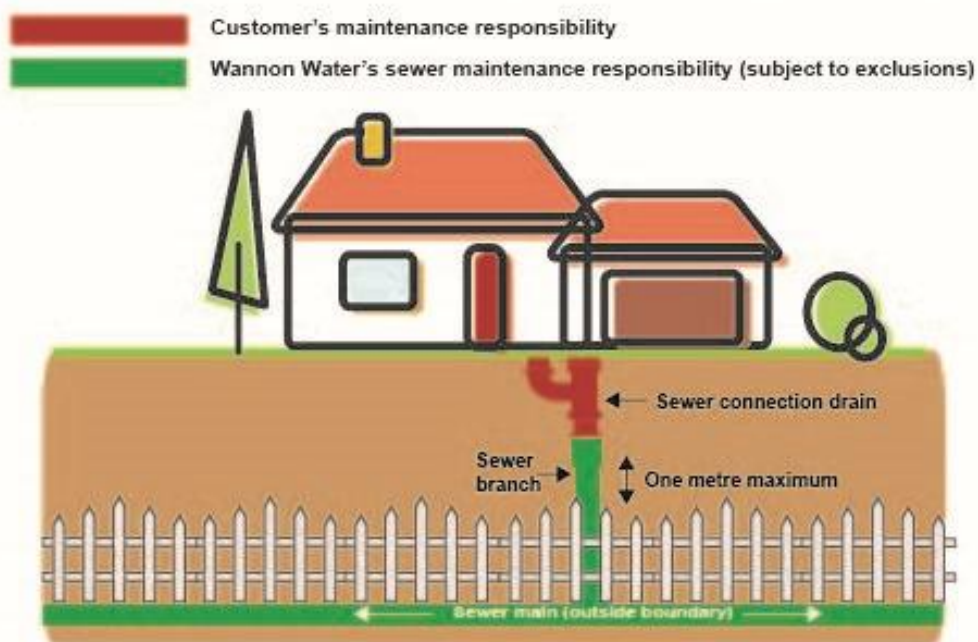


- (ix) combined sewer connection drains located on another serviced property; or
- (x) sewer connection drains from *private extensions*.

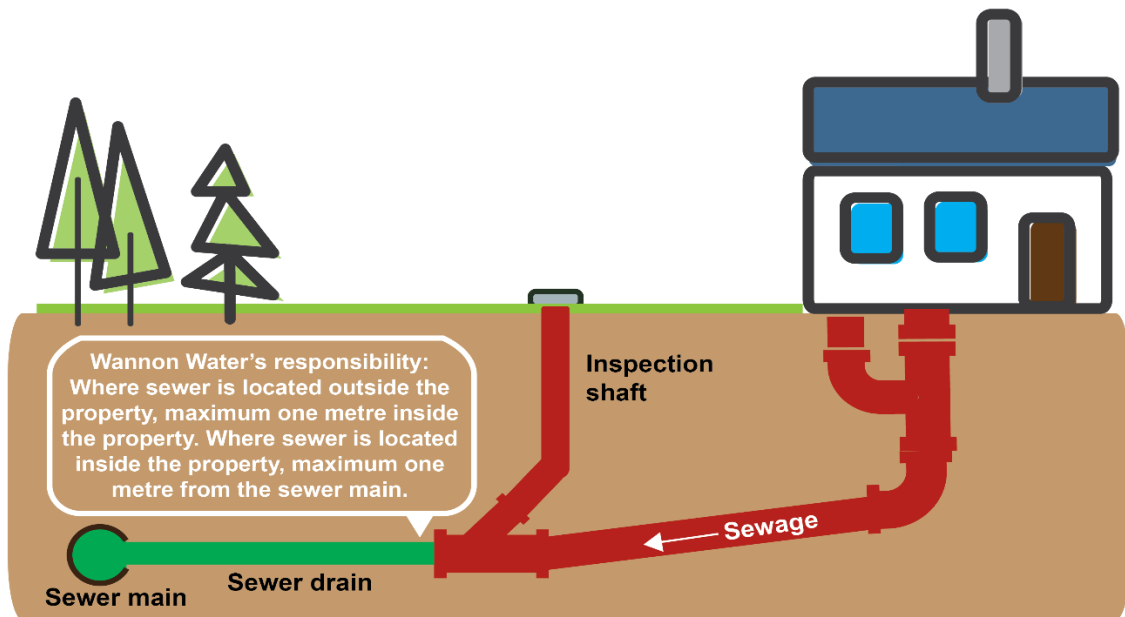
A summary of the relevant maintenance responsibilities is set out in the following diagrams:



#### WHERE SEWER MAIN IS LOCATED OUTSIDE THE PROPERTY BOUNDARY:







## 11.2 Worker identification

A representative of Wannon Water will not enter a *customer's* property without appropriate identification.

A representative of Wannon Water entering a property except for the purpose of reading an accessible meter, will either:

- (a) notify any occupant present of the representative's purpose for entry; or
- (b) if no occupant is present at the property, leave a notice stating the representative's identity, and the date, time and purpose of entry.

## 11.3 Keys held by Wannon Water

If Wannon Water holds keys to a *customer's* premises, the keys will be held in safe custody and returned to the *customer* upon notification of the *customer's* vacation of the relevant property or if access is no longer required.

## 12.0 Information

### 12.1 Enquiries

Wannon Water will provide the following information to *customers* through an *enquiry facility* set out in Part B of this Customer Charter:

- (a) account information;
- (b) bill payment options;
- (c) concession entitlements;

- (d) programs available to *customers* who are having payment difficulties, including Wannon Water's Customer Hardship Policy;
- (e) information about Wannon Water's *complaint* handling procedures; and
- (f) information about *EWOV*.

## **12.2 Fees for information and advice**

Unless stated otherwise in this Customer Charter, Wannon Water will not charge a fee for the provision of information or advice required under this Customer Charter to *customers* or others affected by its operations.

## **12.3 Permitted use**

Wannon Water will regularly inform relevant *customers* of the required limits for the permitted use of recycled water, *non-potable water* and its sewerage service, which at least reflect *health regulation* and *environmental regulation*.

## **12.4 Trade waste**

Wannon Water will comply with the requirements in Wannon Water's Trade Waste Customer Charter in relation to the provision of information to *trade waste customers*.

## **12.5 Sustainable use of water**

Wannon Water will provide information to *customers* about the sustainable use of Victoria's water resources and how *customers* may conserve water.

## **12.6 Water reuse**

Wannon Water will provide information to *customers* upon request about lawful and practical possibilities for the reuse of water.

## **12.7 Billing history**

Upon request by a *customer*, Wannon Water will provide the *customer's* account and usage history for the preceding three years within 10 *business days*, or other period by agreement. Wannon Water may refuse to provide a customer with their account and usage history where the provision of such information is contrary to the information handling procedures set out Wannon Water's Family Violence Procedure and the refusal is not in breach of the law.

Wannon Water may impose a *reasonable charge* for providing a *customer's* account and usage history held beyond three years.

## **12.8 Regulatory information**

Wannon Water will provide to *customers* upon request any regulatory instruments other than primary legislation under which it operates, including a copy of the Customer Service Code issued by the *Commission*.

## **12.9 Communication assistance**

Wannon Water provides *customers* with access to a free:

- (a) interpreter service for non-English speaking *customers* – call 131 450; and
- (b) a *TTY service* for speech and hearing impaired *customers* – call 133 677.

## **12.10 Customer obligations**

Wannon Water will use reasonable endeavours to keep each *customer* informed of the *customer's* material obligations under *water law* including:

- (a) to pay charges incurred after vacating a property unless Wannon Water is given at least 48 hours' notice of the *customer* vacating a property;
- (b) to ensure that each water meter is accessible by Wannon Water;
- (c) to maintain the *property owner's infrastructure* upon notice by Wannon Water;
- (d) to remove trees upon request of Wannon Water;
- (e) to seek the consent of Wannon Water for any building or construction work which might interfere with a service or system;
- (f) to not alter any works connected to Wannon Water's works without Wannon Water's consent;
- (g) to observe the permanent water savings measures and any water restrictions imposed by Wannon Water in accordance with *water law*; and
- (h) to maintain combined sanitary drains in accordance with *water law* or any independent agreement with other landowners connected to the combined sanitary drain.

## **12.11 Privacy**

Wannon Water complies with the Privacy and Data Protection Act 2014 and the 10 information privacy principles established under the Act.

A copy of Wannon Water's Privacy Policy can be obtained from our website at [www.wannonwater.com.au](http://www.wannonwater.com.au) or by telephoning 1300 926 666 and requesting a copy.

## **13.0 Guaranteed service levels**

Wannon Water offers *customers* the following *GSL rebates* as a demonstration of its commitment to ensuring that excellent *customer* service is its goal.

### **13.1 Water supply reliability guarantee**

Subject to the exclusions listed at clause 13.4, if there are more than two *unplanned interruptions* to the service supplying water to the *customer's* property in any 12-month period, the *customer* will be entitled to a *GSL rebate* of \$100.

### **13.2 Sewerage service reliability guarantee**

Subject to the exclusions listed at clause 13.4, if there is a sewerage spill in a *customer's* house, the *customer* will be entitled to a *GSL rebate* of \$500.

Subject to the exclusions listed at clause 13.4, if there is a sewerage spill on a *customer's* property, the *customer* will be entitled to a *GSL rebate* of \$100.

### 13.3 Hardship guarantee

Subject to the exclusions listed at clause 13.4, if Wannon Water restricts the water supply of, or takes legal action against, a residential *customer* prior to taking reasonable endeavours to contact the *customer* and provide information about help that is available if the *customer* is experiencing difficulties paying, the *customer* will be entitled to a *GSL rebate* of \$300.

### 13.4 Exclusions

The following exclusions apply to the payment of a *GSL rebate*:

- (a) where a property or house is occupied by a tenant and the tenant is a *customer*, only the tenant's account will be credited for the failure to meet a guaranteed service level;
- (b) Wannon Water will not apply a *GSL rebate* for failure to meet a guaranteed service level if an event is caused by, or is the responsibility of, the *customer* or a third party.

Where *customer* entitlement to a *GSL rebate* arises, the *GSL rebate* will be:

- (c) applied automatically; and
- (d) credited to the *customer's* account or paid to the *customer* as soon as practicable after a *customer* entitlement to a *GSL rebate* arises.

## 14.0 Family violence

Wannon Water has Family Violence Procedures that:

- (a) provide that all relevant staff have ongoing training to:
  - (i) identify customer affected by family violence;
  - (ii) deal appropriately with customers affected by family violence; and
  - (iii) apply Wannon Water's Family Violence Policy and related policies and procedures to customers affected by family violence;
- (b) identify the support Wannon Water will provide to staff affected by family violence, including any training, leave, external referrals and counselling available;
- (c) promote customer safety by providing for the secure handling of information about those who are affected by family violence, including in a manner that maintains confidentiality;
- (d) specify Wannon Water's approach to debt management and recovery where a customer is affected by family violence, including but not limited to:

- (i) the recovery of debt from customers with joint accounts; and
- (ii) the circumstances in which debt will be suspended or waived;
- (e) recognise family violence as a potential cause of payment difficulties and as an eligibility criterion for access to Wannon Water's Customer Hardship Policy under clause 5.3 and 5.4, and address what payment support will apply to customers affected by family violence;
- (f) provide for a process that avoids customers having to repeat disclosure of their family violence, and provides for continuity of service; and
- (g) provide a means for referring customers who may be affected by family violence to specialist family violence services.

Wannon Water will:

- (h) publish on our website, and keep up to date, the assistance and referrals available to customers affected by family violence and how customers may access such assistance;
- (i) provide a copy of the Wannon Water Family Violence Procedure to a customer upon request; and
- (j) provide for a periodic review mechanism of the Wannon Water Family Violence Procedure and its associated procedures.

## **15.0 Rural customers**

This Customer Charter does not apply to rural customers supplied by Wannon Water. Standards and conditions of service and supply for rural customers are contained in Wannon Water's Rural Customer Charter.

A copy of the Rural Customer Charter can be obtained from our website at [www.wannonwater.com.au](http://www.wannonwater.com.au) or by telephoning 1300 926 666 and requesting a copy.

## Part D – Customer service targets

<b>Water</b>	
Number of customers experiencing more than 5 unplanned water supply interruptions in the year (number)	0
Average time taken to attend bursts and leaks (priority 1) (minutes)	21
Average time taken to attend bursts and leaks (priority 2) (minutes)	30
Average time taken to attend bursts and leaks (priority 3) (minutes)	85
Average duration of unplanned water supply interruptions (minutes)	80
Average duration of planned water supply interruptions (minutes)	135
<b>Sewerage</b>	
Customers receiving more than 3 sewer blockages in the year (number)	0
Average time to attend sewer spills and blockages (minutes)	35
Average time to rectify a sewer blockage (minutes)	117
Spills contained within 5 hours (per cent)	99

Minimum Flow Rates	Target				
Diameter of the property service pipe	20mm	25mm	32mm	40mm	50mm
Minimum flow rate (litres per minute)	20	35	60	90	160

## Part E – Definitions

**“accessible stop valve”** means a stop valve that is placed above ground or is placed below ground within a stop valve cover approved by Wannon Water.

**“available”** means that the property is a declared property in respect of that *service* under section 144 of the Water Act 1989.

**“business day”** means a day on which banks are open for general banking business in Warrnambool, not being a Saturday or a Sunday.

**“Commission”** means the Essential Services Commission established under the ESC Act.

**“complaint”** means a written or verbal expression of dissatisfaction about an action, proposed action or failure to act by Wannon Water, including a failure of Wannon Water to observe its published policies, practices or procedures.

**“customer”** means the owner or occupier of a property provided with water services outside an urban water district.

**“electronic address”** means an email or internet address supplied by a *customer* to Wannon Water for the purpose of the receipt of bills and other service related communications.

**“enquiry”** means a written or verbal approach by a *customer* which can be satisfied by Wannon Water providing written or verbal information, advice, assistance, clarification, explanation or referral about a matter.

**“enquiry facility”** means a telephone call centre and may also include an on-line information facility or an over-the-counter information *service*.

**“ESC Act”** means the Essential Services Commission Act 2001.

**“EWOV”** means the Energy and Water Ombudsman (Victoria).

**“external dispute resolution forum”** includes Consumer Affairs Victoria and the Victorian Civil and Administrative Tribunal.

**“interruption”** means in the case of a *customer’s* water supply, a total loss of flow from Wannon Water to a *customer*.

**“planned interruption”** means a scheduled *interruption* to a *service* to a customer which is caused by Wannon Water to allow routine maintenance or augmentation to be carried out.

**“private extension”** means the *property owner’s infrastructure* connecting one or more customers to a *system* where the relevant *service* is not available to the property, usually under a separate written agreement.

**“property owner’s infrastructure”** includes the *customer’s* pipes, backflow prevention devices and other equipment of the *customer* connected to a system.

**“reasonable charge”** means a fee or charge that is approved or specified by the *Commission* in accordance with clause 8 of the Water Industry Regulatory Order.

**“restriction”** means to physically reduce the flow of water.

**“service”** means a water supply service.

**“system”** means Wannon Water’s physical infrastructure for providing a water supply service.

**“TTY service”** means a facility to enable a deaf or hearing impaired person to communicate by telephone through the use of a telephone typewriter.

**“unplanned interruption”** means an *interruption to services* to a *customer* caused by a fault in Wannon Water’s *system* or a fault which is the maintenance responsibility of Wannon Water.

**“water law”** means the relevant requirements contained in or made under the Water