

Wannon Water Customer Charter



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Part A – Introduction

Commencement

This Customer Charter commences from 1 March 2023.

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 need not comply with this Customer Charter if the agreement does not extend beyond 30 June 2005.

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 we can demonstrate that satisfying a requirement is not practical and we expressly identify any material departures from this Customer Charter to the customer in writing.

Recycled water

A recycled water contract need not comply with this Customer Charter if it does not provide for domestic reticulated recycled water or if the Commission expressly decides otherwise.

Trade waste

We must comply with the requirements in the Water Industry Standard – Trade Waste Customer Service in relation to the provision of information to trade waste customers.

Contact us

- (a) Call us on 1300 926 666 8:15am to 5:00pm Monday to Friday excluding public holidays
- (b) Email info@wannonwater.com.au
- (c) Write to Wannon Water, PO Box 1158, Warrnambool 3280
- (d) Visit a customer service centre 8:15am to 5:00pm Monday to Friday excluding public holidays:
 - 66 Gray Street, Hamilton
 - 15 Townsend Street, Portland
 - 25 Gateway Road, Warrnambool
- (e) Visit www.wannonwater.com.au to gain access to information on a wide range of information related to us including a copy of our Customer Charter and Customer Charter Summary

Part B - Service and supply

1. Connection and service provision

1.1 Obligation to provide service

Subject to the *Water Act 1989* (Vic) and the *Water Industry Act 1994* (Vic) if a customer's property is connected to a system, we will provide the relevant service in accordance with this Customer Charter.

1.2 Obligation to connect

Subject to the *Water Act 1989* (Vic) and the *Water Industry Act 1994* (Vic), where a person requests connection to a service that is available, we will connect or (if approval is all that is needed) approve connection to the person's property within 10 business days, or such later date as agreed, if:

- (i) the customer has paid or agreed to pay all applicable connection fees; and
- (ii) the customer has complied with all reasonable terms and conditions of connection imposed by us.

1.3 Limits on recycled water services

- (a) We may refuse to provide a recycled water service if the customer has not:
 - (i) entered into a recycled water agreement in a form acceptable to us; or
 - (ii) otherwise received our consent.
- (b) We may discontinue a recycled water service if the customer breaches the applicable permitted use rules.
- (c) We will advise customers of the standards and requirements necessary for entering a recycled water agreement or obtaining our consent.

2. Charges

2.1 Variation

- (a) We will publicise any variation in charges for services before they take effect and notify customers directly on or with the first bill after the decision to vary the charges has been made. We will use the methods we consider most effective to publicise any variation which may include, but are not limited to:
 - (i) prominent website updates;
 - (ii) radio interviews;

- (iii) social media; and
- (iv) text message.

- (b) We may calculate a pro rata charge to effect a variation in charges where the variation date falls within a billing period.

2.2 Schedule of charges

We will publish our schedule of approved fees and charges on our website and provide a copy to a customer upon request.

2.3 Water and sewerage charges

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 occupancy serviced by our 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 owner or occupier of the property;
 - (iii) water surcharge – is the price per kilolitre (1,000 litres) of water delivered to a rural property above the customer's maximum annual usage limit and is in addition to the water usage charge; and
 - (iv) 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 occupancy serviced by our 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.

3. Permitted use

Each year, we will notify relevant customers of our required limits on the permitted use of non-potable water. Customers receiving a recycled water supply will be notified of the required limits on the permitted use when signing a recycled water agreement with us.

4. Sustainable use of water

A wide range of information about the sustainable use of Victoria's water resources and how customers may conserve water is available at wannonwater.com.au

5. Meter readings

We 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 where we can access the meter.

5.1 Customer self-reads

- (a) We will accept a customer self-read after the customer has received a bill based on an estimated read. Self-reads can be submitted via our online portal at wannonwater.com.au, via email to info@wannonwater.com.au, via calling us on 1300 926 666 or via post to PO Box 1158 Warrnambool 3280.
- (b) We will not charge a customer for a self-read.
- (c) We will inform customers in writing:
 - (i) that a self-read is an option, if the customer has received a bill based on an estimated read;
 - (ii) that the customer may request an adjusted bill, if the customer has received a bill based on an estimated read;
 - (iii) of any changes to the customer's payment obligations if the customer requests an adjusted bill; and
 - (iv) of our approved methods of the customer self-read.
- (d) Where a customer requests an adjusted bill, we will, promptly and at no extra charge, provide the customer with an adjusted bill based on the customer self-read.

5.2 Special meter readings

- (a) We may charge a customer an additional fee for a special meter reading outside of the normal billing cycle.
- (b) We will not charge a fee to a customer for a special meter reading:
 - (i) if that is a self-read under clause 5.1;
 - (ii) if the property has a digital meter; or
 - (iii) if the customer is receiving assistance under our customer support policy (pursuant

to the policy in clause 10.2).

- (c) Upon request by the customer we will determine a customer's outstanding charges outside of the normal billing cycle.
- (d) We may calculate the outstanding charges by:
 - (i) accepting a self-read under clause 5.1;
 - (ii) arranging for a special meter reading at a reasonable charge payable by the customer; or
 - (iii) where permitted by the *Water Act 1989* (Vic) and this Customer Charter providing an estimated bill at no cost to the customer.

5.3 Data and digital water metering

Where we use or accept digital metering, we will develop and publish a policy clearly explaining how data collected from digital water meters is managed and used.

6. Billing

6.1 Billing cycle

- (a) Our billing cycle is quarterly (once every three months).
- (b) We may have a billing cycle that is more frequent than clause 6.1(a), if agreed with the customer.
- (c) We may bill commercial customers or other customers with higher-than-average water or recycled water usage, or higher-than-average trade waste or sewage disposal more frequently than quarterly.

6.2 Issue of bills

- (a) We will send (directly, or through an E-bill) a bill to:
 - (i) a customer at the physical or electronic address specified by the customer; or
 - (ii) a customer's agent or representative at the physical or electronic address as specified by the customer.
- (b) If no address has been specified, we may 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 physical or electronic address.

6.3 Content of bills

A bill will include:

- (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 customer's water usage;
- (f) the amount the customer is required to pay;
- (g) an explanation of charges (in accordance with clause 6.4);
- (h) the date by which the customer is required to pay which will be 28 days from the date of issue;
- (i) the ways in which the customer can pay the bill;
- (j) information about help that is available if the customer is experiencing difficulties paying;
- (k) details of how to contact us, including a 24 hour emergency telephone service number;
- (l) referral to interpreter services offered by us;
- (m) any outstanding credit or debit from previous bills;
- (n) the total of any payments made by the customer since the last bill was issued;
- (o) information on concessions available and any concession to which the customer may be entitled;
- (p) the average daily rate of water or recycled water use at the property for the current billing period; and
- (q) a clear statement of the rate of interest and from what future date it is to be applied.

6.4 Explanation of charges

All charges are separately itemised, including:

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

6.5 E-bill

- (a) We may send an E-bill to a customer in any digital format.
- (b) An E-bill will include:

- (i) a clear and accessible link to the full bill or instructions about how to access the full bill;
 - (ii) the amount payable and the due date;
 - (iii) the methods by which the bill can be paid;
 - (iv) the customer's water usage for the current billing period;
 - (v) information about assistance that is available if a customer is experiencing difficulties paying and how to access this assistance; and
 - (vi) information about our customer support policy.
- (c) We may include any additional information on the E-bill it considers necessary

6.6 Presentation of customer water usage

We will present a graphical illustration of the customer's water and recycled water usage on the bill, including:

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

6.7 Adjustment of bills

- (a) We may recover from a customer an amount undercharged if:
 - (i) except in the case of illegal use, the amount is limited to the amount undercharged in the four months prior to us notifying the customer that undercharging has occurred;
 - (ii) the amount to be recovered is listed as a separate item and is explained on or with the customer's bill; and
 - (iii) it allows the customer to pay the amount to be recovered in instalments over four months or through a flexible payment plan in accordance with clause 7.2.
- (b) We will not charge interest on undercharged amounts.
- (c) We may identify an amount undercharged as a result of a customer's illegal use of water or recycled water by estimating, in accordance with the *Water Act 1989* (Vic), the usage for which the customer has not paid. In respect of this amount, we may exercise other rights available to it, including rights under clause 15.
- (d) If we overcharge a customer, we will must inform the customer within 10 business days of becoming

aware of the error; and refund or credit the amount overcharged in accordance with the customer's instructions.

7. Payments

7.1 Payment methods

(a) We will accept payment from customers:

(i) Electronically

- *myWannonWater* – use our customer portal at wannonwater.com.au
- Credit card – pay online at wannonwater.com.au
- Direct debit – enjoy the flexibility of choosing from regular payments when your bill is due
- Centrepay – if you receive any type of Centrelink payment, get an agreed instalment amount automatically deducted from your Centrelink payment
- Post Billpay – pay online using Australia Post's website
- BPay – enables you to make payments online through your financial institution

(ii) By phone

- Post Billpay – call Australia Post on 13 18 16
- BPay – enables you to make payments via phone through your financial institution

(iii) By mail

- Send your cheque or money order to Wannon Water, PO Box 1158, Warrnambool 3280

(iv) In person

- At a Wannon Water office
- At any Australia Post office
- In advance as agreed to by us

(b) We will not require customers to agree to direct debit as a condition of service.

7.2 Flexible payment plans

(a) We will make flexible payment plans available to customers in accordance with the customer's capacity to pay. A flexible payment plan will:

- (i) state how the amount of the payments has been calculated;
- (ii) state the period over which the customer will pay the agreed amounts;
- (iii) specify an amount to be paid in each period; and
- (iv) be able to be modified, at the request of a customer, to accommodate change in their circumstances, in accordance with our support policies.

- (b) On establishing a flexible payment plan or a revised plan, we will give the customer a schedule of payments in writing, showing:
 - (i) the total number of payments to be made;
 - (ii) the period over which the payments are to be made;
 - (iii) the date by which each payment must be made; and
 - (iv) the amount of each payment.
- (c) We are 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 us that the customer will comply with the plan.

Part C - Customer assistance and support

8. Proactive customer engagement

We have policies and procedures that enable us to identify, contact and engage when residential customers, who may be experiencing payment difficulties, need information or assistance.

- (a) The information provided may include, but need not be limited to, the following:
 - (i) Interruptions and assistance that is available during interruptions;
 - (ii) customer obligations in line with clause 13.8;
 - (iii) concession entitlements;
 - (iv) sustainable use of water in line with clause 4; and
 - (v) accessibility requirements for communication in line with clause 13.6.
- (b) The assistance provided may include, but need not be limited to, the following:
 - (i) payment difficulties assistance in line with clause 10.1;
 - (ii) customer support program in line with clause 10.2;
 - (iii) family violence assistance in line with clause 11; and
 - (iv) billing history in line with clause 13.4.

9. Customer's chosen representative or support person

We have processes in place to communicate with a customer's chosen support person or other representative.

These processes are published on our website, and customers will be notified of their right to choose a representative or support person where appropriate.

10. Payment assistance

10.1 Payment assistance

- (a) We will assist customers experiencing payment difficulties in accordance with this clause.
- (b) We will adopt an approach that is appropriate to that customer's circumstances on a case-by-case basis in accordance with a customer's capacity to pay.
- (c) We will offer a customer experiencing payment difficulties the following:

- (i) flexible payment plans in line with clause 7.2;
- (ii) no additional debt recovery costs, including no interest on overdue amounts while payments are made to us according to a flexible payment plan;
- (iii) the option to extend the due date for some or all of an amount owed;
- (iv) redirection of a bill to another person for payment if the person agrees in writing;
- (v) more frequent billing or payment options;
- (vi) information on how to reduce water usage, improve water efficiency and referral to relevant government water efficiency programs;
- (vii) where appropriate and available, referral of customers to:
 - I. government funded assistance programs (including the Utility Relief Grant Scheme); and/or
 - II. an independent financial counsellor at no cost to the customer;
- (viii) application assistance for a customer that may be eligible for a Utility Relief Grant, including by:
 - I. completing the online application form over the phone and lodging the form online on behalf of the residential customer, unless the customer requests otherwise; or
 - II. if we are unable to complete and lodge a Utility Relief Grant application form over the phone, we will complete the application form to the extent possible and sending to the residential customer with instructions on how to complete the remainder of the form and lodge that form.
- (d) We may offer a residential customer experiencing payment difficulties the following, without limitation:
 - (i) waiver of late fees or any other fees;
 - (ii) waiver of any interest accrued;
 - (iii) suspension of the accrual of interest;
 - (iv) conducting regular meter readings and frequently reporting to customers on consumption;
 - (v) suspension of collection of arrears to allow for a usage only payment plan for a period negotiated with the customer;
 - (vi) a payment matching arrangement; and/or
 - (vii) waiver of debt.
- (e) We may offer a small business customer experiencing payment difficulties the following, without limitation:
 - (i) waiver of late fees or any other fees;

- (ii) waiver of interest accrued;
- (iii) suspension of the accrual of interest;
- (iv) information of any circumstances in which it will waive or suspend interest payments on outstanding accounts; and/or
- (v) waiver of debt.

10.2 Customer support policy

- (a) We have a customer support policy and apply it to residential customers and to small business customers who are identified either by themselves, us, an independent accredited financial counsellor or a qualified accountant as experiencing payment difficulties.
- (b) Subject to clause 10.2 (c), we will:
 - (i) publish our customer support policy on our website and make it available to a customer upon request; and
 - (ii) keep a copy of our customer support policy at our offices for inspection upon request;
 - (iii) provide our customer support policy in a different language upon a reasonable request to do so; and
 - (iv) assess each customer on a case-by-case basis.
- (c) The customer support policy:
 - (i) includes policies and procedures for:
 - I. early identification of a customer's payment difficulty; and
 - II. determining the internal responsibilities for the management, development, communication and monitoring of the customer support policy;
 - (ii) provides for staff training about our policies and procedures:
 - I. staff training must be designed to ensure customers experiencing payment difficulty are treated with sensitivity and respect by our staff;
 - (iii) states when it will exempt customers experiencing payment difficulties from supply restriction, legal action, and additional debt recovery costs, including:
 - I. by waiving any interest accrued prior to the customer being identified as experiencing payment difficulties; and
 - II. exempting the debt from the accrual of interest on overdue amounts whilst a customer is receiving assistance under this policy;
 - (iv) states any circumstances in which we will waive or suspend interest payments on outstanding amounts;

- (v) states any circumstances in which we will suspend the sale of debt;
- (vi) offers a range of payment options in accordance with clause 7;
- (vii) offers information and assistance in accordance with clause 10.1;
- (viii) offers information about our 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 us;
- (ix) details the circumstances in which the policy will cease to apply to customers; and
- (x) provides for a review mechanism of the policy and its associated procedures.

11. Family violence

We have implemented a family violence policy. The policy:

- (a) provides that all relevant staff have ongoing training to:
 - (i) identify customers affected by family violence;
 - (ii) deal appropriately with customers affected by family violence; and
 - (iii) apply our family violence policy and related policies and procedures to customers affected by family violence;
- (b) identifies the support we will provide to staff affected by family violence, including any training, leave, external referrals and counselling available;
- (c) promotes 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) specifies our 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) recognises family violence as a potential cause of payment difficulties and as an eligibility criterion for access to our customer support policy under clause 10.2 and addresses what payment support will apply to customers affected by family violence;
- (f) provides for a process that avoids customers having to repeat disclosure of their family violence, and provides for continuity of service; and
- (g) provides a means for referring customers who may be affected by family violence to specialist family violence services.

We 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) publish our family violence policy on our website and make it available to a customer upon request; and
- (j) provide for a periodic review mechanism of the policy and its associated procedures.

12. Special needs

- (a) We will keep an up to date register of customers who require water for:
 - (i) the operation of a life-support machine; or
 - (ii) other special needs that may be affected by planned and unplanned outages which must be assessed on a case-by-case basis by us.
- (b) We will contact customers registered under this clause:
 - (i) as soon as possible in the event of an unplanned interruption to a service; and
 - (ii) at least four business days before a planned interruption unless a longer period of notice is requested by a customer in which case that longer notice must be given if it is reasonably necessary and able to be accommodated by us.
- (c) In all cases we will endeavour to minimise inconvenience to these customers.

13. Information

13.1 Enquiries

We will provide the following information to customers through an enquiry facility:

- (a) account information;
- (b) bill payment options;
- (c) concession entitlements;
- (d) programs available to customers who are having payment difficulties, including our customer support policy;
- (e) information about our complaint handling procedures; and
- (f) information about EWOV.

13.2 Fees for information or advice

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

13.3 Water reuse

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

13.4 Billing history

Upon request by a customer, we will provide the customer's account and usage history for the preceding three years within 10 business days, or other period by agreement. We 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 in our family violence policy and the refusal is not in breach of law.

We may impose a reasonable charge for providing a customer's account and usage history held beyond three years in accordance with the relevant Public Record Office Standard General Disposal Schedule for the Records of Water Authorities.

13.5 Regulatory information

We will provide to customers upon request any regulatory instruments other than primary legislation under which it operates, including a copy of this Customer Charter.

13.6 Communication assistance

- (a) We will use reasonable endeavours to determine a customer's preferred method of communication and use it where reasonable.
- (b) We will use reasonable endeavours to meet the discrete communications needs of its customers as required on a case-by-case basis.
- (c) We will provide, or provide access to, an interpreter service and a TTY service for speech and hearing-impaired customers and customers that do not speak English.

13.7 Written communication

Any written communication by us to a customer must be:

- (a) expressed in plain language;
- (b) legible; and
- (c) presented clearly and appropriately having regard to its nature.

13.8 Customer obligations

We will use reasonable endeavours to keep each customer informed of the customer's material obligations under *Water Act 1989* (Vic) and the *Water Industry Act 1994* (Vic) including:

- (a) to pay charges incurred after vacating a property unless we have been given at least 48 hours' notice of the customer vacating the property;
- (b) to ensure that each water meter is accessible by us;

- (c) to maintain the property owner's infrastructure upon notice by us;
- (d) to remove trees upon request by us;
- (e) to seek the consent of us for any building or construction work which might interfere with a service or system;
- (f) to not alter any works connected to our works without our consent;
- (g) to observe restrictions imposed by us in accordance with the *Water Act 1989* (Vic) and the *Water Industry Act 1994* (Vic); and
- (h) to maintain combined sanitary drains in accordance with the *Water Act 1989* (Vic) and the *Water Industry Act 1994* (Vic) or any independent agreement with other land owners.

13.9 Privacy

We recognise that your privacy is of great importance and we're committed to protecting your personal information. We collect personal and water use information for the purpose of providing water and sewerage related services and products, which includes billing and collection activities, promoting these services and products and market research.

We may also use this information to proactively identify, contact and engage with you about your water and sewerage services. We may disclose your personal and water use information to our contractors and other third parties for these purposes.

Our Privacy Charter is published on our website at wannonwater.com.au

13.10 Efficient use of water

We will provide information to customers about the efficient use of water and how customer may conserve water. Services may be affected and penalties may apply under drought, emergency and permanent water savings plans.

14. Complaints and disputes

14.1 Complaints and disputes policy

We have and comply with policies and procedures for the handling of complaints from customers and others affected by our operations.

Without limiting this general obligation, our complaints and disputes policy provides:

- (a) that if a written reply is requested we will take no more than 10 business days to respond to an enquiry or complaint; and
- (b) that a reply to a customer's enquiry or complaint will deal with the substance of the enquiry or complaint or tell the customer when they will receive such a reply if the enquiry or complaint is

complex; and

- (c) for the reasons for a decision to be given to the complainant, including details of the legislative or policy basis for the reasons if appropriate; and
- (d) a complaint escalation process that gives a customer:
 - (i) the opportunity to raise the complaint up to the level of a senior manager within our management structure; and
 - (ii) contact details of, and information about referral to EWOV and any other relevant external dispute resolution forum in the event that the customer has raised the complaint to a higher level and is not satisfied with our response;
- (e) that we are restricted in its ability to recover an amount of money which is in dispute, until the dispute has been resolved; and
- (f) that a complainant is informed of the matters in paragraphs (a) to (e) above.

We will publish our complaints and disputes policy on our website and make it available to a customer upon request.

14.2 Resolution of disputes

We will use reasonable endeavours to resolve in good faith any dispute directly with our customers and others affected by our operations.

For the purposes of clause 14.1(e), we may consider a dispute about non-payment resolved if:

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

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

Part D - Actions for non-payment

15. Collection

15.1 Appropriate communication

All communication relating to collection will be delivered in language and style that is sensitive and appropriate, with a focus on the support available and encouraging customers to contact us.

15.2 Reminder notices

- a) We will send a customer a reminder notice of an unpaid bill, no earlier than two business days after the due date if the bill is not paid by the due date.
- b) We may commence the process set out at clause 15.4 if no response is received by the customer within seven business days of the reminder notice being sent.
- c) A reminder notice will include:
 - (i) the overdue amount;
 - (ii) the date of issue;
 - (iii) an explanation in plain language of the notice and of why it is being issued;
 - (iv) the date by which payment must be made, which will not be earlier than six business days from the issue date of the reminder notice;
 - (v) a statement that payment of the overdue bill is required to be made by the due date that is specified under clause 15.2 (c) (iv);
 - (vi) payment options;
 - (vii) information about payment difficulty assistance available;
 - (viii) a warning of the further action that we may take, including (if relevant) referral of any outstanding amount to an external debt collection company for collection; and
 - (ix) details of how to contact us.
- d) We may include any additional information in the notice we consider necessary.

15.3 Final notices

- a) If the reminder notice remains unpaid, we will send a customer a final notice within 15 business days of the issue date of a reminder notice.
- b) The final notice must include:
 - (i) the overdue amount;
 - (ii) the date of issue;

- (iii) an explanation in plain language of the notice and of why it is being issued;
- (iv) the date by which payment of the final notice must be made to avoid further action, which will not be earlier than six business days after the issue of the final notice;
- (v) a statement that payment of the overdue bill is required to be made by the date that is specified under clause 15.3(b)(iv);
- (vi) a statement that, legal action or restriction may be taken, and the customer may incur additional costs in relation to those actions;
- (vii) clear and unambiguous advice about what the customer needs to do to avoid legal action or being restricted from their water supply;
- (viii) information about any assistance that is available to the customer, including information about EWOV (including EWOV's telephone number), concessions, government assistance programs and our customer support policy;
- (ix) the date from which interest (if any) may be applied on outstanding amounts, and the percentage interest rate that may be applied;
- (x) a statement that we might be able to recover outstanding amounts at the time of any sale of the customer's property (if the customer is also the property owner);
- (xi) details of how to contact us; and
- (xii) information about the applicable fees to remove a restrictor.

15.4 Communication requirements

- (a) We will use reasonable endeavours to contact a customer and to offer payment assistance before we seeks to restrict water supply or take legal action to collect the debt.
- (b) The reasonable endeavours will be carried out within a period of 90 calendar days commencing on the due date of the bill that has led to us seeking restriction or taking legal action.
- (c) The reasonable endeavours will include (but are not limited to):
 - (i) one attempt of personal contact using one of the following methods:
 - I. phone call inside business hours;
 - II. phone call outside business hours; or
 - III. site visit to the service address; and
 - (ii) unless any attempt results in a complete conversation, at least three additional attempts to contact the customer, using two or more additional methods, including but not limited to the following types:
 - I. phone call inside business hours;

- II. phone call outside business hours;
 - III. site visit to the service address;
 - IV. regular mail;
 - V. registered mail;
 - VI. email;
 - VII. text message; and
- (iii) sending a final notice.

- (d) At least one of the attempts in clauses 15.4 (c)(i) and (ii) will be made after the final notice is sent.
- (e) We will maintain records that are sufficient to evidence:
- (i) the time and date of attempted contacts;
 - (ii) the type of contact attempted;
 - (iii) which customer service staff attempted contacts; and
 - (iv) whether attempt at contacts were successful and if so a short summary of discussions with customer including verification that information on payment assistance was provided by us and the nature of commitments given by either party.

15.5 Interest on unrecovered amounts

- (a) Subject to this industry standard, we may charge interest on the unpaid amount if:
- (i) we fix and give notice (of at least 10 business days) of the due date of payment (Due Date);
 - (ii) the notification referred to in paragraph (i) indicated that interest will accrue from the Due Date; and
 - (iii) any part of the amount payable by the customer is not paid by the Due Date.
- (b) We will must not charge a residential customer interest on unrecovered amounts while that customer:
- (i) is the holder of an eligible concession card;
 - (ii) is on a payment plan; or
 - (iii) is receiving assistance under our customer support policy.
- (c) If any event in clause 15.5(b) no longer applies to a residential customer, we may charge that residential customer interest on unrecovered amounts on and from the date that the event in clause 15.5(b) ceased to apply to that customer. Interest applied in accordance with this clause will not be applied retrospectively.

15.6 Maximum rate of interest that may be charged

- (a) For the purposes of section 281(1) of the *Water Act 1989* (Vic) and section 4F(2)(f) of the *Water*

Industry Act 1994 (Vic) 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.

- (b) 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.

15.7 Charges over property

For the purposes of section 274(4A) of the *Water Act 1989* and section 4F(2)(f)(iii) of the *Water Industry Act 1994*:

- (a) if a customer owns a property and receives services from us to that property, an amount unpaid to us is a charge on the property; and
- (b) subject to *Water Act 1989* (Vic) and the *Water Industry Act 1994* (Vic), where a customer is liable to pay us an amount in relation to a property owned by the customer, that amount is a charge on that property.

15.8 Dishonoured payment

- (a) We may recover from a customer costs incurred by us due to:
 - (i) a customer's cheque being dishonoured; or
 - (ii) a customer having insufficient funds available when paying by direct debit.
- (b) We will not charge a residential customer the costs incurred by us under 15.8(a), if that customer:
 - (i) is the holder of an eligible concession card; or
 - (ii) is receiving assistance under our customer support policy.

16. Actions for non-payment

16.1 Restriction and legal action to be a measures of last resort

The restriction of a customer's water supply for non-payment and legal action for non-payment will be measures of last resort.

16.2 Limits on restriction and legal action

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

- (a) 15 business days have not elapsed since we have sent its most recent Final Notice to which the debt relates;
- (b) the customer is receiving any form of assistance for payment difficulties under this Customer Charter;

- (c) the amount owed by the customer is less than \$300;
- (d) the customer is eligible for and has lodged an application for an eligible concession card and the application is outstanding;
- (e) the customer has made an application under the Utility Relief Grant Scheme and the application is outstanding;
- (f) 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
- (g) the amount in dispute is subject to an unresolved complaint procedure in accordance with our complaints and disputes policy.

This clause does not restrict our rights under *Water Act 1989* (Vic) and the *Water Industry Act 1994* (Vic) to pursue a debt owed to it by a person who is no longer a customer.

16.3 Additional limits on restriction

We 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 3.00 pm; or
- (b) the customer is registered as a special needs customer under clause 12; or
- (c) we believe or have reason to believe 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 of the Authority has rated the fire danger in the area in which the property is located as 'Severe', 'Extreme' or 'Code Red'.

A restriction under clause 16 may reduce the supply of water, recycled water or non-potable water to no less than 2 litres per minute at the tap nearest the meter.

16.4 Life support and other special circumstances

- (a) We will not restrict the water supply to the property of a customer if we know that the customer, or a person ordinarily resident at the customer's residence, is on any form of life support.
- (b) We have policies and procedures in place to enable us to take proactive steps to identify those customers in accordance with clause 16.4.

16.5 Restriction and legal action

We may only take legal action or restrict a customer's water or recycled water services for non-payment where the following conditions are met:

- (a) we have completed the communication requirements outlined at 15.4;
- (b) the customer has been notified of the proposed restriction or legal action in accordance with clauses 15.2 and 15.3 and the associated costs, including the cost of removing a restrictor; and
- (c) the customer has:
 - (i) been offered a flexible payment plan under clause 7.2 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.

16.6 Removal of restrictions

We will restore a service restricted under this clause 16 within 24 hours of becoming aware of the reason for restriction no longer persisting.

Part E - Quality and reliability of supply and services

17. Quality of services

17.1 Product quality

We will comply with applicable health and environmental regulation requirements. We will also comply with any commitments made under our service standards (see clause 18.2)

17.2 Water supply (flow rate)

We will ensure that a customer's water supply and recycled water supply is at least equal to our specified minimum flow rate, 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 or private agreement;
- (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) recycled water is reduced due to a shortage;
- (g) recycled water is reduced in accordance with our permitted use rules;
- (h) supply is restricted or disconnected in accordance with this Customer Charter; or
- (i) the *Water Act 1989* (Vic) and the *Water Industry Act 1994* (Vic) provides.

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

We have included our minimum flow rates at Schedule 1.

17.3 Water supply testing

We will test flow rate and water quality for compliance with clauses 17.1 and 17.2 upon request by the customer.

We:

- (a) will advise the customer prior to the test that a reasonable charge may be imposed if the test demonstrates compliance with clauses 17.1 or 17.2;

- (b) will pay the cost of a test if the test demonstrates that we are not complying with clauses 17.1 or 17.2; and
- (c) may impose a reasonable charge on the customer in the event the test demonstrates compliance with clauses 17.1 and 17.2.

17.4 Water supply rectification

We will rectify any deficiency in satisfying clauses 17.1 to 17.3 as soon as possible, or within a time agreed with the customer.

18. Reliability of services

18.1 Maintenance obligations

Subject to our Statement of Obligations, we will develop and implement plans, programs and processes to manage and maintain our assets to provide reliable services. In addition to this obligation to manage our assets, we will maintain the following customer works where the relevant service is available.

Water service pipe

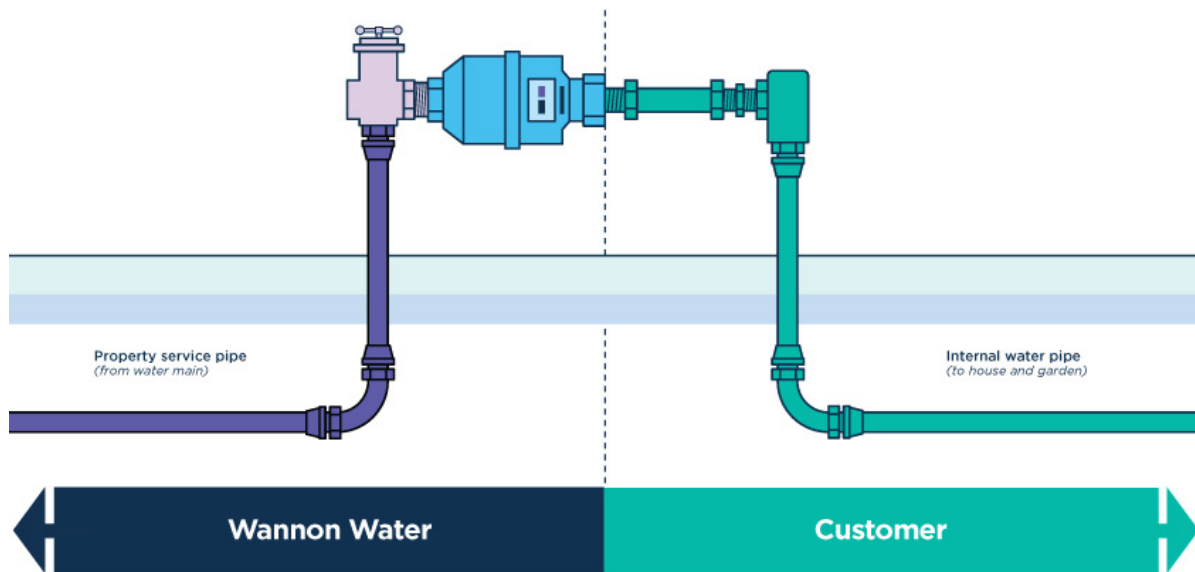
We will maintain the water service pipe from our water main up to:

- (a) the first water meter installed after the water main; or
- (b) 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
- (c) 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.

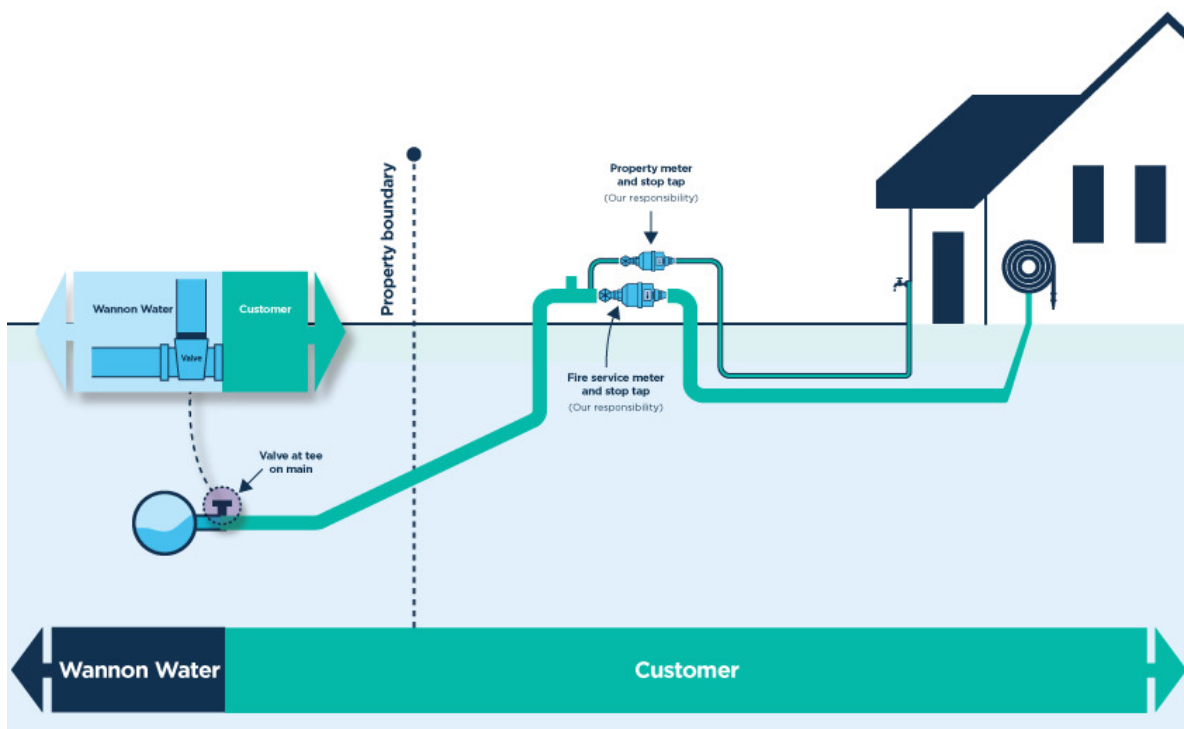
Subject to the Water Act 1989 (Vic), the property owner is responsible for:

- (d) parts of the water service pipe that we are not responsible for maintaining under item (a) to (c) above;
- (e) the installation, maintenance, repair and replacement of any meter pit, pit lid or meter cage;
- (f) backflow prevention devices, pressure reducing valves and pressure sustaining valves;
- (g) fire services; and
- (h) water service pipes from private extensions or private agreements.

Responsibility for water service maintenance



Responsibility for fire service maintenance



Sewer property drain

If the sewer main is located inside the property boundary, we will maintain the sewer property drain from our sewer main up to:

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

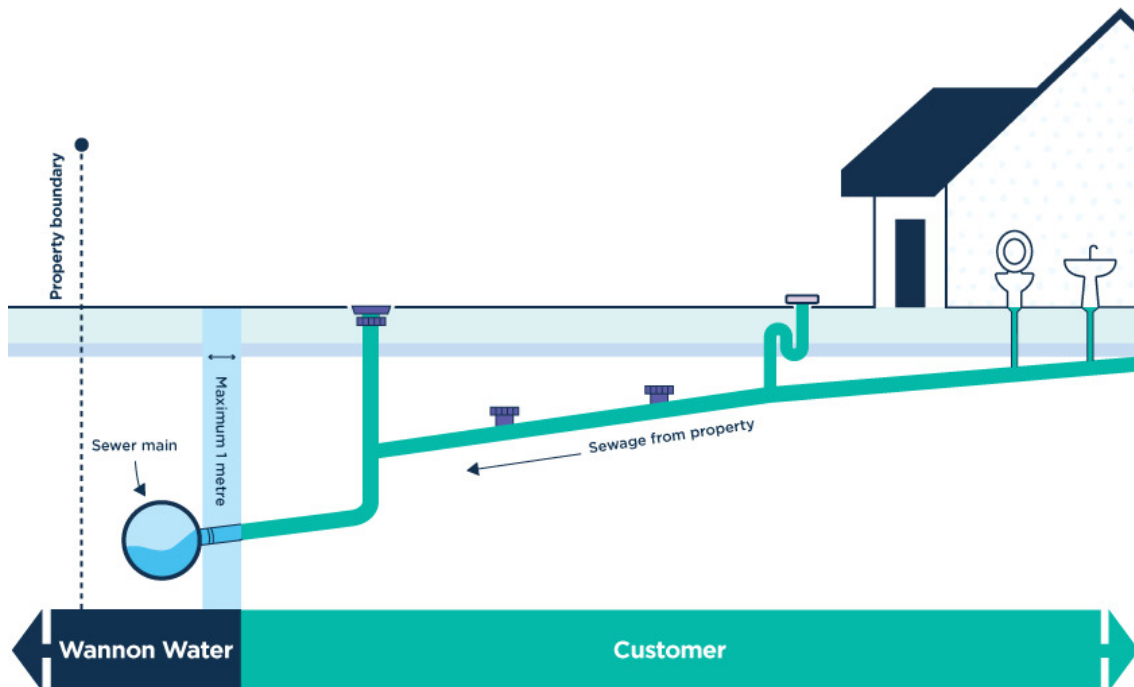
If the sewer main is located outside the property boundary, we will maintain the sewer property drain from our sewer main up to:

- (l) the first inspection opening installed inside the property boundary; or
- (m) one metre inside the property boundary if there is no inspection opening located within the property boundary; or
- (n) one metre outside the building line if the building line is located at or near the property boundary.

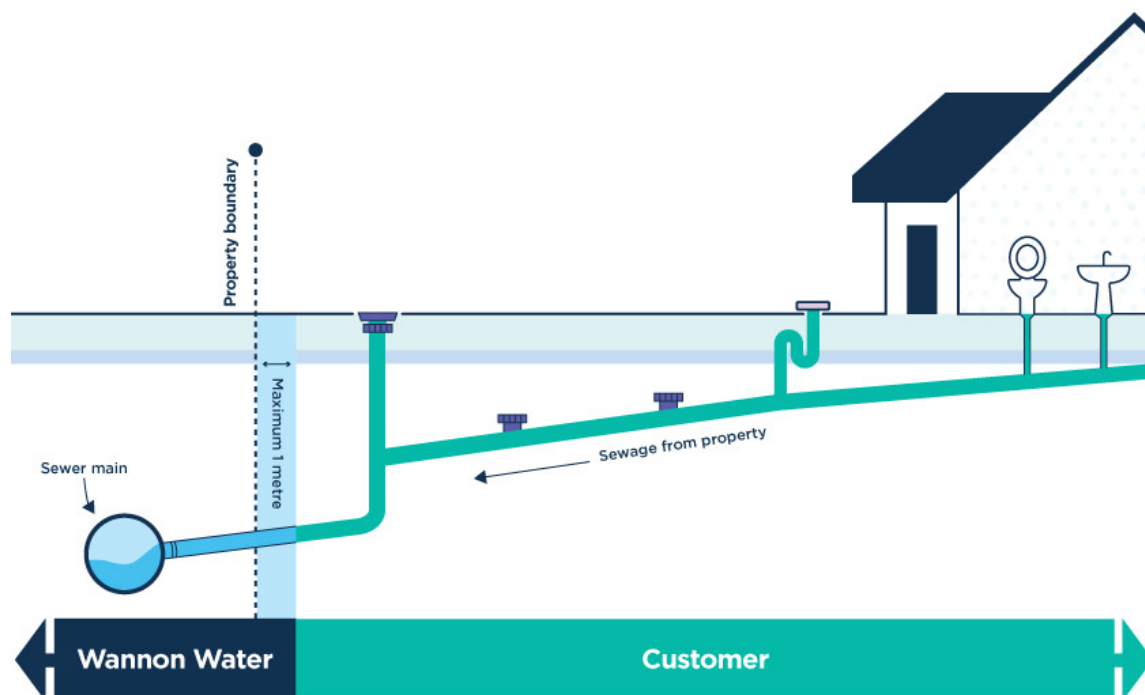
Subject to the Water Act 1989 (Vic), the property owner is responsible for:

- (o) parts of the sewer property drain that we are not responsible for maintaining under item (i) to (n) above;
- (p) combined sewer property drains located on another serviced property; and
- (q) sewer property drains from private extensions or private agreements.

Responsibility for maintenance where sewer main is inside the boundary



Responsibility for maintenance where sewer main is outside the boundary



18.2 Service standards

Service standards are specified service levels a typical customer can expect to receive from us.

We have specified targets for our service standards at Schedule 2. We will periodically review our service standard targets with our customers.

18.3 Unplanned interruptions

We have policies and procedures:

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

18.4 Planned interruptions

- (a) We will inform affected customers by their preferred method of communication and, if possible, by text message, of the time and duration of any planned interruption to a service at least two business days in advance or for rural customers, at least five business days in advance.
- (b) We have policies 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.

18.5 Bursts, leaks, blockages and spills

We have policies 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 disinfected.

19. Reconnection

We will promptly reconnect a customer's property which has been disconnected upon:

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

20. Guaranteed Service Levels

- (a) We have implemented a Commission-approved guaranteed service level scheme, where we pay (or rebate) a pre-determined amount to affected customers when we breach specified service level obligations.
- (b) Any payment (or rebate) available to customers under the guaranteed service level scheme will be:
 - (i) applied automatically in the event that customer entitlement to the rebate arises; and
 - (ii) applied as soon as practicable after a customer entitlement to the rebate arises.
- (c) Our guaranteed service levels approved by the Commission are set out at Schedule 3.
- (d) We are not required to make a payment where the failure to attain the service level obligation arises because of the action or inaction of the customer or a third party. For the avoidance of doubt, a third party does not include any person or firm acting on behalf of us.
- (e) Where a property or house is occupied by a tenant and the tenant is a customer, the payment will be made to the tenant.

21. Works and maintenance

21.1 Worker identification

- (a) A representative of ours will not enter a customer's property without appropriate identification.
- (b) A representative of ours entering a property except for the purpose of reading an accessible meter, will either:
 - (i) notify any occupant present of the representative's purpose for entry; or
 - (ii) if no occupant was present at the property, leave a notice stating the representative's identity, and the date, time and purpose of entry.

21.2 Keys held by water business

If we hold 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.

Part G – Definitions

22. Definitions

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

billing period means any period for which a customer's bill is calculated.

business day means a day that is not:

- (a) a Saturday or Sunday; or
- (b) a public holiday appointed under the *Public Holidays Act 1993* (Vic)

Commission means the Essential Services Commission established under the *Essential Services Commission Act 2001* (Vic).

complaint means a written or verbal expression of dissatisfaction about an action, proposed action or failure to act by us, our employees or contractors, requiring a resolution (as per AS/NZS 10002:2022).

customer means a person who is:

- (a) an owner and occupier of a property connected to our system;
- (b) an owner of a property which is connected to our system but is not an occupier;
- (c) an occupier of a property that is connected to our system and is liable for usage charges; or
- (d) an owner of a property that is not connected but to which a service is available from us and we impose a service charge.

digital format means a digital communication method that is provided by us for the purpose of the sending of bills and other service related communications with the agreement of the customer.

disconnect means to physically prevent the flow of water, recycled water or sewerage.

drinking water has the same meaning as in the *Safe Drinking Water Act 2003*.

E-bill means a bill that meets the requirements of clause 6.5 of this Customer Charter.

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

eligible concession card means a Commonwealth Government-issued Pensioner Concession Card, Commonwealth Government-issued Health Care Card or a Department of Veterans' Affairs Repatriation Health Card (Gold Card).

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

enquiry facility means a telephone call centre, a text message, an on-line information facility or an over-the-counter information service.

environmental regulation includes applicable requirements of the Environment Protection Authority Victoria and (insofar as they relate to planning and environment matters) of local councils.

EWOV means the Energy and Water Ombudsman (Victoria).

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

flexible payment plan means a plan agreed between us and a customer in relation to amounts owing to the us, which complies with the requirements of clause 7.2.

financial year means a year ending 30 June.

health regulation includes the *Safe Drinking Water Act 2003*, the *Food Act 1984*, the *Health (Fluoridation) Act 1973* and other applicable requirements of the Department of Health (or any successor).

interruption means in the case of a customer's water or recycled water supply, a total water supply due to any cause, but does not include those caused by bursts or leaks in the property service connection (mains to meter) unless the burst or leak requires the mains to be shut down for repair. For clarity, an interruption includes a loss of recycled water supply to a residential property where toilet flushes and laundry are not possible.

meter assembly means the apparatus consisting of a meter, stop valve, strainer and any additional valves, but does not include a backflow prevention device installed downstream of the outlet of the meter.

non-potable water means water that is the subject of a declaration made by the Minister under section 6 of the *Safe Water Drinking Act 2003*, known under that Act as 'regulated water'.

occupier means a person in occupation of a property to which a service is available, including:

- (a) a tenant or caravan park resident registered as such with us, for the period of such registration; or
- (b) the property owner.

permitted use rules means our requirements under clause 1.3.

planned interruption means an interruption for which we have provided the required notification to the customer of at least two business days in advance.

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 10 and 11 of the Water Industry Regulatory Order.

restriction means the installation of a device to limit the flow of water from the meter to a customer's property due to non-payment by a customer.

rural customer means a customer located outside an urban water supply district

sanitary drain means a line of pipes including all fittings, conveying or intended to convey sewage or trade waste from a building or structure on a serviced property to the sewer main of ours.

self-read means a reliable method of water meter reading selected and undertaken by a customer for their property that is approved by us.

service means a water supply service including a reticulated non-potable water supply service, a recycled water supply service or a sewerage service.

small business customer means a non-employing business (including sole proprietorships and partnerships without employees) or a business employing fewer than 20 people which has an active Australian Business Number.

Statement of Obligations means obligations for us issued by the Minister for Water under section 41 of the *Water Industry Act 1994* (Vic), in relation to the performance of our functions and the exercise of our powers.

system means our physical infrastructure for providing a water supply service, a recycled water service or a trade waste or sewerage service.

trade waste has the meaning given to that term in the *Water Act 1989* (Vic) and the *Water Industry Act 1994* (Vic).

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 where the customer has not received notification from us or where a planned interruption exceeds the duration estimated.

usage only payment plan means a payment plan where the customer only pays for usage charges over a period agreed by both us and the customer and that suspends or waives the other charges during and/or before that period.

Utility Relief Grant Scheme means the grant by that name administered by the Department of Families, Fairness and Housing (or any successor).

Water Industry Standard – Trade Waste Customer Service refers to the Commission's Water Industry Standard – Trade Waste Customer Service which places additional obligations on us specific to the management of trade waste services.

Schedule 1 – Minimum flow rates

For the purposes of clause 17.2, the following minimum flow rates apply.

Water meter size	Litres per minute
20mm meter	20
25mm meter	35
32mm meter	60
40mm meter	90
50mm or larger meter	160

Schedule 2 – Service standards

For the purposes of clause 18.2, the following service standards apply.

Water	Standard
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)	22
Average time taken to attend bursts and leaks (priority 2) (minutes)	24
Average time taken to attend bursts and leaks (priority 3) (minutes)	51
Average duration of unplanned water supply interruptions (minutes)	138
Average duration of planned water supply interruptions (minutes)	149
Sewerage	Standard
Customers receiving more than 3 sewer blockages in the year (number)	0
Average time taken to attend sewer spills and blockages (minutes)	35
Average time taken to rectify a sewer blockage (minutes)	117
Spills contained within 5 hours (per cent)	99

Schedule 3 – Guaranteed service level payments

For the purposes of clause 20, the following guaranteed service level obligations and corresponding payments apply.

Guaranteed Service Level	Payment
Subject to exclusions, if there are more than two unplanned interruptions to the service supplying water to the customer's property in any 12-month period	\$100
Subject to exclusions, if there is a sewerage spill in a customer's house	\$500
Subject to exclusions, if there is a sewerage spill on a customer's property	\$100
If we restrict the water supply of, or take legal action against, a residential customer prior to taking reasonable endeavours (as defined by clause 15.4) to contact the customer and provide information about help that is available if the customer is experiencing difficulties paying	\$300