

EAST GIPPSLAND WATER CUSTOMER CHARTER

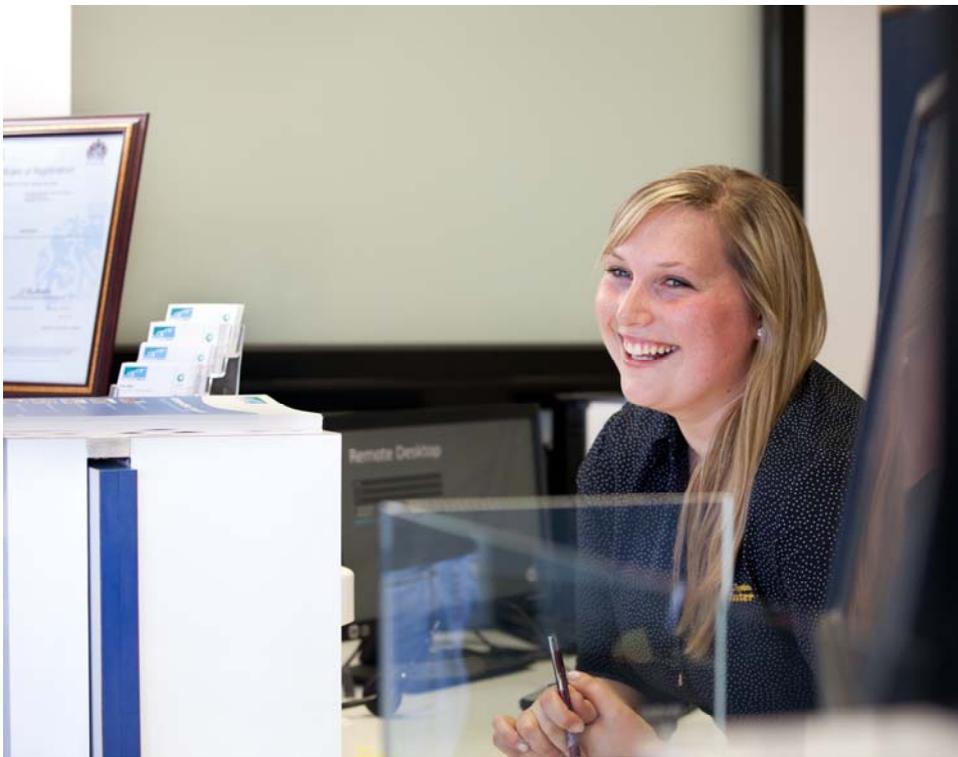


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INTRODUCTION

EAST GIPPSLAND WATER

East Gippsland Water is a Victorian Government Statutory Corporation. It provides water and wastewater services to customers, in the region from Lindenow and Bairnsdale in the west through to Lakes Entrance to Mallacoota in the East, and as far north as Omeo and Dinner Plain.

CONTACTING EAST GIPPSLAND WATER

Information about East Gippsland Water's Customer Charter, or any other products and services:

Accounts and Enquiries: (8.30am to 5.00pm, Mon – Fri) 1300 720 700 or (03) 5150 4444

Freecall

1800 671 841

24-hour Emergency Service and Faults:

1300 134 202

Postal Address:

PO Box 52

Bairnsdale Victoria 3875

Office Location:

133 Macleod Street

Bairnsdale Victoria 3875

Email:

egw@egwater.vic.gov.au

Website:

www.egwater.vic.gov.au

Fax:

(03) 5150 4477

PURPOSE OF CHARTER

This charter outlines the commitments, responsibilities and standards of service that East Gippsland Water will provide to customers.

This charter sets out East Gippsland Water's obligations to customers, as outlined in the Essential Services Commission's (ESC) Customer Service Code for metropolitan retail and regional water businesses and includes specific standards and conditions of service that East Gippsland Water has committed to providing customers.

If a customer's property is connected to an East Gippsland Water, water and/or wastewater system, East Gippsland Water will provide the relevant service in accordance with this Customer Charter and the ESC's Customer Service Code. East Gippsland Water will be assessed against the commitments made in this Customer Charter and this information will be publicly available.

AMENDMENT TO THIS CHARTER

East Gippsland Water's Customer Charter may be amended by direction of the ESC, and following consultation with customers and stakeholders. The Customer Charter will at all times reflect the requirements of the Customer Service Code issued by the ESC.

COMMENCEMENT

This revised version of the East Gippsland Water's Customer Charter shall commence on 1 July 2014, replacing the previous version.

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 unless East Gippsland Water can demonstrate that satisfying the code requirements is not practical and East Gippsland Water expressly identifies any material departures from the Customer Charter to the customer in writing.

STANDARDS & CONDITIONS OF SERVICE & SUPPLY

1. CONNECTION AND SERVICE PROVISION

1.1 Obligation to provide a service

If a customer's property is connected to an East Gippsland Water's water and/or wastewater system, East Gippsland Water will provide the relevant service in accordance with the Essential Services Commission's Customer Service Code, the Water Act 1989, and with this charter.

1.2 Arranging Connection

Where a customer requests connection to a service that is available, East Gippsland Water will connect, or approve connection to, the customer's property within 10 business days, or such later date as agreed, if:

- the customer has paid, or agreed to pay all applicable connection fees; and
- the customer has complied with all reasonable terms and conditions of connection imposed by East Gippsland Water.

1.3 Limits on recycled water services

East Gippsland Water does not currently offer any 'third-pipe' recycled water services.

2. CHARGES

2.1 Charges

East Gippsland Water will impose reasonable fixed and variable charges in accordance with:

- the Water Act 1989; and
- any relevant determination by the ESC.

2.2 Variation

East Gippsland Water may revise charges to customers, subject to its approved service standards, the Water Act 1989 and any other relevant determination by the ESC.

East Gippsland Water will notify customers of any revised charges for services on, or with, the first bill after the decision to revise the charges has been made.

East Gippsland Water will publish a statement detailing revised charges for services in a newspaper generally circulating in its service area before the revision takes effect.

East Gippsland Water may calculate a pro rata charge to effect revised charges where the commencement date for revised charges falls within a billing period.

2.3 Schedule of charges

East Gippsland Water will publish its schedule of approved fees and charges on its website and provide a copy to a customer upon request.

3. ENQUIRIES, COMPLAINTS AND DISPUTES

3.1 Enquiries and Complaints

East Gippsland Water will undertake the following actions when dealing with an enquiry or complaint and/or dispute:

- a. respond to requests for a written reply as soon as practicable, within 10 business days of receipt of the enquiry or complaint;
- b. reply to a customer's enquiry or complaint, dealing with the substance of the enquiry or complaint, or informing the customer when they will receive such a reply if the enquiry or complaint is complex;
- c. provide reasons for a decision to the complainant, including details of the legislative or policy basis for the reasons, if appropriate;
- d. make a dispute resolution procedure providing;
 - i. the opportunity for the customer to raise the complaint up to the level of an East Gippsland Water Manager or Managing Director; and
 - ii. information about referring the complaint to the Energy and Water Ombudsman of Victoria (EWOV) in the event that the customer has raised the complaint to the higher level and is not satisfied with East Gippsland Water's response.

Energy and Water Ombudsman
GPO Box 469
Melbourne VIC 3001
ewovinfo@ewov.com.au
1800 500 509 Freecall
1800 500 549 Freefax

- e. delay the recovery of any amount of money that is in dispute until the dispute has been resolved; and
- f. inform complainants of the matters in paragraphs (a) to (e) above.

3.2 Resolution of Disputes

East Gippsland Water will endeavour to resolve in good faith any dispute with its customers and others affected by its operations.

For the purposes of clause 3.1(e) above, East Gippsland Water may consider a dispute over non-payment resolved if:

- a. it has informed the complainant of its 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 of the Customer Charter; or
 - ii. lodged a claim with EWOV or another external dispute resolution forum.

When a claim is lodged with EWOV or another external dispute resolution forum, East Gippsland Water will not consider the dispute resolved until the resolution process has been finalised.

4. BILLING

4.1 Billing Cycle

East Gippsland Water will bill its customers four times a year, or more frequently if agreed with the customer.

East Gippsland Water may increase the billing frequency of commercial or other customers with high water or recycled water usage, or high trade waste or sewage disposal.

4.2 Meter Reading

East Gippsland Water will use reasonable endeavours to ensure all customers have an actual meter reading every billing cycle. Where circumstances prevent routine meter readings, East Gippsland Water will read the meter at least once every 12 months.

4.3 Special Meter Readings

At the request of the customer East Gippsland water will determine a customer's outstanding charges outside of the normal billing cycle.

East Gippsland Water will calculate the outstanding charges by:

- a. arranging for a special meter reading, where possible, at a reasonable charge, payable by the customer; or
- b. providing an estimated bill at no cost to the customer.

4.4 Issue of bills

East Gippsland Water may issue a bill to:

- a. a customer at the address specified by the customer;
- b. a customer's agent at the address specified by the customer if requested, or
- c. any person authorised to act on behalf of the customer at the address specified by that person.

If no address has been specified, East Gippsland Water will send the bill to the address of the property where the charges have been incurred, or to the customer's last known address.

4.5 Contents of bills

A bill issued by East Gippsland 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 that the charges in the bill relate to;
- 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 available if the customer is experiencing payment difficulties;
- i. East Gippsland Water's contact number for account and general enquiries and a 24-hour emergency service telephone number;

- j. Contact details for interpreter services offered by East Gippsland Water;
- k. any outstanding credit or debit from previous bills;
- l. the total payment 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. East Gippsland Water will indicate its intent to charge interest on outstanding amounts, stating the interest rate and from what date it is to be applied.

4.6 Presentation of charges

A bill issued by East Gippsland 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 the outstanding amounts; and
- e. any other rates and charges applicable.

4.7 Presentation of customer water usage

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

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

4.8 Adjustment of bills

East Gippsland 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 East Gippsland Water notifying the customer of the charging error;
- b. the amount to be recovered is listed as a separate item and is explained on or with the customer's bill;
- c. the customer is allowed 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. the customer is allowed to pay the amount to be recovered through East Gippsland Water's instalment plan, or flexible payment plan, in accordance with clause 5.2 of the Customer Charter.

East Gippsland Water may identify an amount undercharged as a result of a customer's illegal use of water, by estimating the usage for which the customer has not paid. In respect of this amount, East Gippsland Water may exercise other rights available to it, including rights under clause 7 of the Customer Charter.

If East Gippsland Water overcharges a customer, it will:

- a. inform the customer within 10 business days of becoming aware of the error; and
- b. refund or credit the amount overcharged in accordance with the customer's instructions.

5. PAYMENTS

5.1 Due Dates

East Gippsland Water will require the customer to pay the amount detailed in a bill within 28 days of the date the bill is issued.

5.2 Payment methods

East Gippsland Water will accept payment from the customer:

- a. by direct debit in accordance with any arrangement between East Gippsland Water, the customer and the customer's bank, Call 1300 720 700 for further details. East Gippsland Water will not require customers to agree to direct debit payment as a condition of service.
- b. by electronic means using the internet at www.egwater.vic.gov.au
- c. by post addressed to East Gippsland Water, PO Box 52 Bairnsdale, Victoria 3875;
- d. by BPay: Biller Code 16063; Customer Reference: Customer number as shown on their bill;
- e. in person at:
 - i. any Australia Post Office – Biller Code: 0436, Customer ID: Customer number as shown on their bill;
 - ii. at East Gippsland Water's Head Office, 133 Macleod Street, Bairnsdale
- f. in advance as agreed to by East Gippsland Water;
- g. by Credit Card over the telephone, call 131 816;
- h. any other option shown on the customer's account.
- i. Australia Post Digital Mail Box known as MyPost digital mailbox;
- j. Centrelink recipients can arrange automatic payments through Centrepay; call 1300 720 700 for further details;

5.3 Flexible payment plans

East Gippsland 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 payment has been calculated;
- b. state the period over which the customer will pay the agreed amounts;
- c. specify the amount to be paid in each period;
- d. be able to be renegotiated at the request of the 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.

A payment card for use with the flexible instalment plan will be sent to the Customer and may be used at any Post Office. East Gippsland Water is not required to offer 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 to East Gippsland Water that the customer will comply with the plan.

5.4 Payment difficulties

East Gippsland Water will assist customers with payment difficulties on a case-by-case basis by:

- a. making provision for alternative payment arrangements in accordance with the Customer capacity to pay including:
 - i. offering a range of payment options including flexible payments in accordance with the clause 5.3, of the Customer Charter; or,
 - ii. redirecting the bill to another person for payment provided that person agrees in writing.
- b. issuing customers with written confirmation of an alternative payment method referred to in clause 5.4(a) to be sent to customers within 10 business days of an agreement being reached;
- c. inform customers of any circumstances in which it will waive or suspend interest payments on outstanding amounts;
- d. offering to extend the due date for some or all of an amount owed; 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.

5.5 Financial Hardship Policy

East Gippsland Water has a Financial Hardship Policy and applies it to residential customers who are identified either by themselves, East Gippsland Water or an independent financial counsellor as having the intention but not the financial capacity to make required payments in accordance with East Gippsland Water's payment terms.

Without limiting this general obligation, East Gippsland Water's Financial Hardship Policy will:

- a. Provide internal assessment processes:
 - i. to determine a customer's eligibility using objective criteria¹ as indicators of financial hardship;
 - ii. to make an early identification of a customer's financial hardship; and
 - iii. to determine the internal responsibilities for the management, development, communication and monitoring of the Financial Hardship Policy.
- b. provide for staff training about East Gippsland Water's policies and procedures, to ensure customers in financial hardship are treated with sensitivity and without value judgements being made;
- c. exempt customers in financial hardship from supply restriction, legal action, and additional debt recovery costs while payments are made to East Gippsland Water in accordance with an agreed flexible payment plan or other payment schedule;
- d. offer a range of payment options in accordance with the customer's capacity to pay;
- e. provide written confirmation of any alternative payment method, to be sent to the customer within 10 business days of an agreement being reached;

¹ Criteria may include, but are not limited to: a customer's eligibility for concessions, a customer's status as a tenant, previous customer applications for URGS, a customer's previous payment history, and appropriate self-assessment by the customer.

- f. offer information and referral to government assistance programs (including the Utility Relief Grant Scheme) and no-cost independent financial counsellors;
- g. offer information about East Gippsland Water's dispute resolution policy, and the customer's rights to lodge a complaint with EWOV and any other relevant external dispute resolution forum if their financial hardship claim is not resolved to their satisfaction by East Gippsland Water;
- h. offer information on how to reduce water usage and improve water efficiency and referral to relevant government water efficiency programs (including the Smart Homes program);
- i. detail the circumstances in which the policy will cease to apply to customers;
- j. provide for a review mechanism of the policy and its associated procedures;
- k. State any circumstances in which it will waive or suspend interest payments on outstanding amounts.

Customers may log onto East Gippsland Water's internet site at www.egwater.vic.gov.au to view the "Customer Financial Hardship Policy" or contact East Gippsland Water's Customer Service team by telephoning 1300 720 700 and request a copy.

6. COLLECTION

6.1 Reminder Notices

If a customer fails to pay by the required date stated in the bill, East Gippsland Water will send one reminder, called a Reminder Notice.

6.2 Final/Warning Notices

At least seven days prior to taking action for non-payment East Gippsland Water will send a Final/Warning Notice that;

- a. specifies any assistance available to the customer, including information about EWOV (including EWOV's telephone number) and East Gippsland Water's financial hardship policy;
- b. advises the customer that the bill is overdue and must be paid if the customer is to avoid legal action or supply restriction;
- c. cautions that if legal or restriction action is taken, the customer may incur additional costs in relation to those actions;
- d. provides details of the percentage interest rate that applies, and the amount to be paid including interest charges;

6.3 Additional content of reminders and final/warning notices

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

6.4 Interest and other charges

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

- a. East Gippsland 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) indicated 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).

No interest will be charged for customers identified in hardship. Interest is not applied to accounts with overdue balances if a maintained payment arrangement is in place.

On and from 1 July 2013 East Gippsland Water will not charge interest on unpaid 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 the Water Act 1989, where a customer is liable to pay East Gippsland 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, East Gippsland Water will not impose other charges in respect of outstanding amounts owed by a customer unless otherwise approved by the Essential Services Commission.

6.8 Dishonoured payment

East Gippsland Water may recover from a customer the amount charged by East Gippsland Water's bank due to:

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

7. ACTIONS FOR NON-PAYMENT

7.1 Restriction and legal action

East Gippsland 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 final/warning notice to the customer referred to in clause 6.2, including information on East Gippsland Water's Financial Hardship Policy and other programs available to help customers with payment difficulties;
- c. East Gippsland 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 restriction device; 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

East Gippsland 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 accounts in full over a period of not less than 12 months;
- b. the customer is eligible for and has lodged an application for a government funded concession relating to amounts charged by East Gippsland Water 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 the outcome of an unresolved complaint procedure in accordance with East Gippsland Water's complaints policy.

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

7.3 Additional limits on restriction

East Gippsland Water will not commence legal action or 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. East Gippsland 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 of the Customer Charter may reduce the supply of water to no less than 2 litres per minute at the tap nearest the meter.

7.4 Removal of restrictors

East Gippsland Water will restore a restricted service within 24 hours of becoming aware that the restriction no longer applies. East Gippsland Water may impose a reasonable charge for the removal of restrictions on a service.

8. QUALITY OF SERVICE

8.1 Product quality

East Gippsland Water will comply with all applicable requirements of health and environmental regulation, East Gippsland Water will provide a service in accordance with its approved service standard commitments.

8.2 Delivery quality (flow rates)

East Gippsland Water will ensure that a customer's water supply is at least equal to the minimum flow rates specified in the East Gippsland Water's approved service standards, except to the extent that:

- a. a property owner's infrastructure falls short of the required condition;
- b. a service is provided by a private extension and/or Water by 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. supply is restricted or disconnected in accordance with this Customer Charter; or
- g. the Water Act 1989 provides.

Minimum flow rates specified in East Gippsland Water's *Approved service standards*.

Diameter of the property owner's infrastructure mm	20	25	32	40	50
Minimum flow rate (litres per minute)	20	35	60	90	160

Note: the flow rate must be measured at the meter or the tap nearest the meter assembly.

8.3 Testing

East Gippsland Water will test flow rates and water quality for compliance with clauses 8.1 and 8.2 of the Customer Charter at the request of a customer.

East Gippsland Water:

- a. will advise the customer prior to the test that a reasonable charge may be imposed if the test demonstrates compliance with clause 8.1 and 8.2 of the Customer Charter;
- b. will pay the cost of a test if the test demonstrates that East Gippsland Water is not complying with clause 8.1 and 8.2 of the Customer Charter;
- 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

East Gippsland Water will rectify any deficiency in satisfying clauses 8.1 to 8.3 of the Customer Charter as soon as possible, or within a timeframe agreed with the customer.

9. RELIABILITY OF SERVICES

9.1 Obligation to provide reliable services

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

9.2 Unplanned interruptions

East Gippsland Water will comply with the following service standards:

- a. minimise the impact of *unplanned interruptions* to services (providing restoration as soon as possible, and the provision of information); and
- b. provide customers with access to emergency drinking water in the event of a major or long-term *unplanned interruption* to water services.

A schedule of the ESC *Approved service standards* can be found in an attachment to this Customer Charter.

9.3 Bursts, leaks, blockages and spills

In the event of a burst, leak or blockage in its system, East Gippsland Water will:

- 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 an emergency telephone number which advises callers of the estimated duration of the 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

East Gippsland 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.

East Gippsland 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

East Gippsland Water will keep an up to date special needs register, containing details 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 East Gippsland Water.

East Gippsland Water will contact customers registered under this clause:

- a. as soon as possible, in the event of an unplanned interruption to a service; and,
- b. 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 reasonable, necessary and able to be accommodated by East Gippsland Water.

In all cases East Gippsland Water will endeavour to minimise inconvenience to these customers.

10. RECONNECTION

East Gippsland Water will reconnect a customer's property disconnected under this clause promptly upon;

- a. confirmation that the reason for disconnection no longer persists;
- b. receipt of a written undertaking of compliance by the customer in a form acceptable to East Gippsland Water; and
- c. payment by the customer of any reasonable charge imposed by East Gippsland Water.

11. WORKS AND MAINTENANCE

11.1 East Gippsland Water's maintenance obligations

East Gippsland Water will implement programs to maintain its systems in accordance with its *Approved service standards* and requirements of the Water Act 1989. In addition to this general system obligation, East Gippsland Water will maintain the following customer works where the relevant service is available.

Water service pipe

East Gippsland Water will maintain the water service pipe from East Gippsland 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.

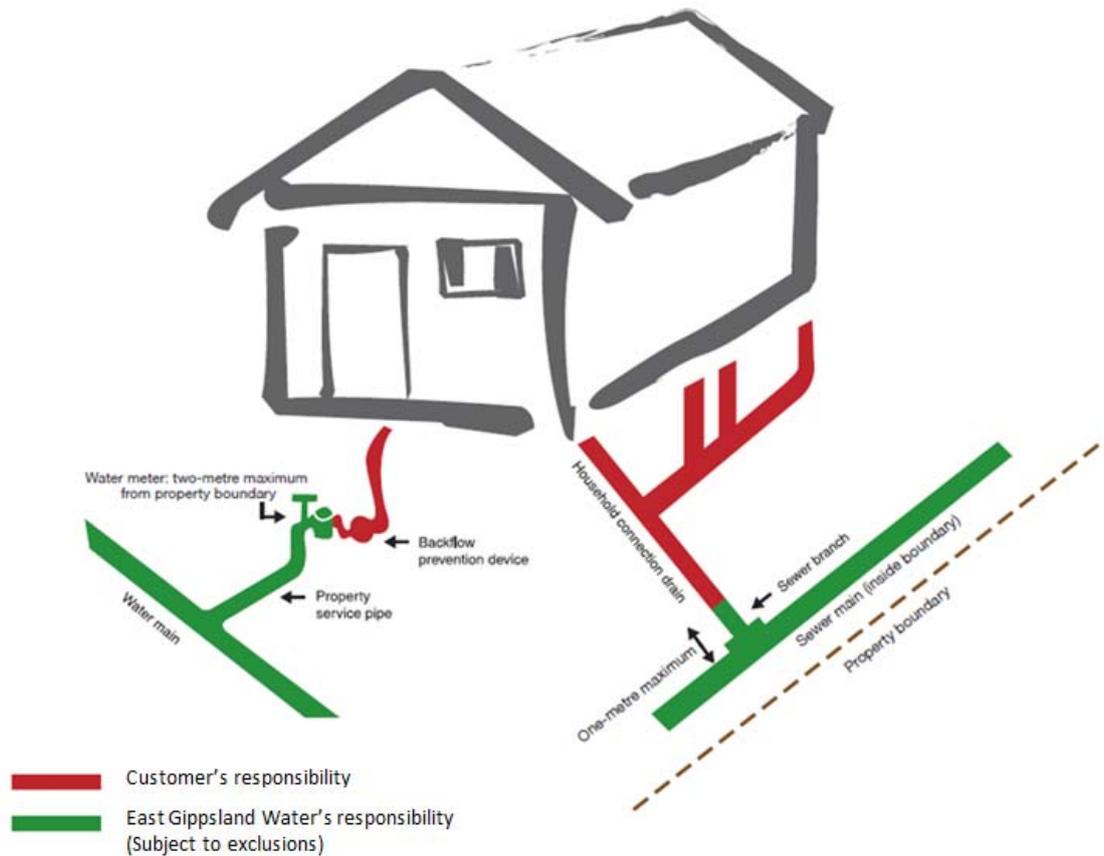
Subject to *water law*, the property owner is responsible for:

- (iv) parts of the water service pipe that East Gippsland 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.

"*accessible stop valve*" means a stop valve that is placed above ground or is placed below ground within a stop valve cover approved by East Gippsland Water.

East Gippsland Water is not responsible for the maintenance of a backflow prevention device installed at the outlet of the meter, a private fire service, private extension or trunk services, or property service pipes from private extensions.

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



Sewer connection drain

If the sewer main is located inside the property boundary, East Gippsland Water will maintain the sewer connection drain from East Gippsland 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, East Gippsland Water will maintain the sewer connection drain from East Gippsland 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.

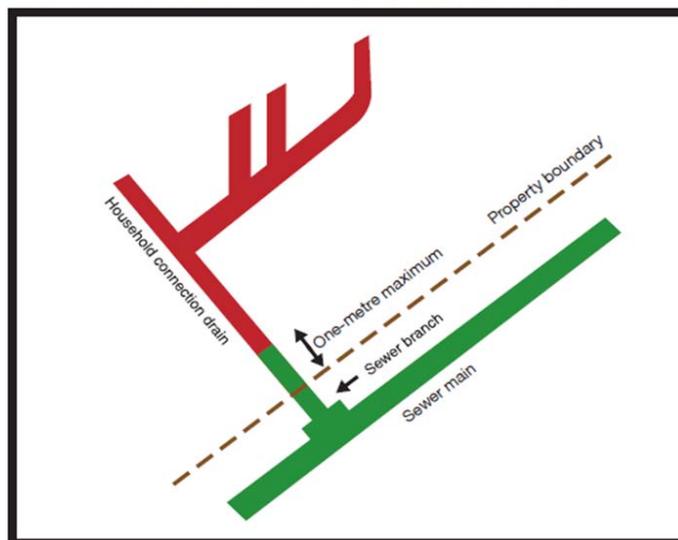
Subject to *water law*, the property owner is responsible for:

- (viii) parts of the sewer connection drain that East Gippsland 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*.

To determine who is responsible for clearing a sewer blockage, *customers* are required to contact East Gippsland Water for advice. East Gippsland Water will attend the site to determine who is responsible for clearing the blockage.

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

Where sewer main is outside property boundary



11.2 Entering Property/Worker identification

A representative of East Gippsland Water will not enter your property without appropriate identification.

A representative of East Gippsland 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. leave a notice stating the representative's identity, and date, time and purpose of entry, on all occasions where no occupant is present at the property.

11.3 Keys held by East Gippsland Water

East Gippsland Water will no longer hold keys to a customer's premises.

12. INFORMATION

12.1 Enquiries

East Gippsland Water will provide the following information to customers through its Customer Service Team on 1300 720 700, email, mail or in person as set out in Part A 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 East Gippsland Water's Financial Hardship Policy;
- e. information about East Gippsland Water's complaint handling procedures;
- f. information about EWOV;

12.2 Fees for information or advice

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

12.3 Permitted use

East Gippsland Water will regularly inform relevant customers of its required limits on the permitted use of non-potable water and its sewerage service which at least reflect health regulation and environmental regulation.

12.4 Trade waste

East Gippsland Water will comply with the requirements in the *Trade Waste Customer Service Code* in relation to the provision of information to trade waste customers.

12.5 Sustainable use of water

East Gippsland 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

East Gippsland 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, East Gippsland Water will provide the customer's account and usage history for the preceding three years within ten business days, or other period by agreement.

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

12.8 Regulatory information

East Gippsland 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 – Metropolitan Retail and Regional Water Businesses" issued by the Essential Services Commission.

12.9 Communication assistance

East Gippsland Water will provide, or provide access to, an interpreter service and a Teletypewriter (TTY) service for speech and hearing impaired customers.

- a. interpreter service for non-English speaking customers – call 131 450; and
- b. a TTY service for speech and hearing impaired customer – call 1800 555 677.

East Gippsland Water will publish, and provide on request, its Customer Charter in languages other than English, to the extent required under the guidelines issued by the Victorian Office of Multicultural Affairs.

12.10 Customer Obligations

East Gippsland Water will use reasonable endeavours to keep each customer informed of the customer's material obligation under water law including;

- c. paying charges incurred after vacating a property unless East Gippsland Water is given 48 hours' notice of the customer vacating the property;
- d. ensuring accessibility to a meter by East Gippsland Water at any time;
- e. maintaining the property owner's infrastructure upon notice by East Gippsland Water;
- f. removing trees at the request of East Gippsland Water;
- g. seeking East Gippsland Water's consent for any building or construction work that might interfere with a service or system;
- h. not altering any works connected to East Gippsland Water's works without its consent;
- i. to observe the permanent water savings measures and any water restrictions imposed by East Gippsland Water in accordance with the Water Act 1989.

12.11 Privacy

East Gippsland Water will keep information about customers confidential and will comply with the Information Privacy Act (Victoria) 2000 and any guidelines issued by the Victorian Privacy Commissioner. Customers can obtain a copy of East Gippsland Water's Privacy Policy by contacting East Gippsland Water on 1300 720 700.

13. GUARANTEED SERVICE LEVELS

East Gippsland 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 13.6, where an East Gippsland Water customer has received a planned interruption to their water supply notice which gives a timeframe for when the water will be unavailable, if water is unavailable for longer than the timeframe indicated and the customer notifies East Gippsland Water the customer will be entitled to a GSL rebate of \$65.

13.2 Hardship Guarantee

Subject to the exclusions listed at clause 13.6, if East Gippsland 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.

13.3 Sewer Service Reliability Guarantee

Subject to the exclusions listed at clause 13.6, if East Gippsland Water causes a sewerage spill within a customer's house providing the flooding has not been contributed to by the customer's own actions or as a result of widespread flooding due to extreme weather, the customer will be entitled to a GSL rebate of \$1000.

13.4 Customer Billing Details Guarantee

Subject to the exclusions listed at clause 13.6, if East Gippsland Water fails to update a customer's billing details after the customer has requested such a change, the customer will be entitled to a GSL rebate of \$30.

13.5 Customer Response Guarantee

Subject to the exclusions listed at clause 13.6, if East Gippsland Water fails to respond to a customer where the customer writes to East Gippsland Water within ten working days, the customer will be entitled to a GSL rebate of \$30.

13.6 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. East Gippsland 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;

A schedule of the ESC approved Guaranteed Service Levels can be found in an attachment to this Customer Charter.

DEFINITIONS

Approved service standards means standards and conditions of service and supply approved by the Essential Services Commission under clause 15 of the Water Industry Regulatory Order.

Available means that the person's 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 on which banks are open for general banking business in Bairnsdale, 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 East Gippsland Water, its employees or contractors including a failure of East Gippsland Water to observe its published policies, practices and/or procedures.

Customer means a person who is:

- (a) an owner and occupier of a property connected to East Gippsland Water's system;
- (b) an owner of a property which is connected to East Gippsland Water's system but is not an occupier;
- (c) an occupier of a property that is connected to East Gippsland Water's system and is liable for usage charges;
- (d) an owner of a property that is not connected but to which a service is available from East Gippsland Water and East Gippsland Water imposes a service charge.

Disconnect means to physically prevent the flow of water or sewerage.

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

Electronic address means an email or internet address supplied by a customer to East Gippsland Water 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 issues 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 East Gippsland 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.

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

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.

Financial year means a year ending 30 June.

GSL rebate means any form of payment or compensation made to a customer by East Gippsland Water due to a breach of East Gippsland Water's stated obligations under a guaranteed service level scheme as approved by the Commission.

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 Human Services.

Interruption means, in the case of a customer's water supply, a total loss of flow from East Gippsland Water to a customer.

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 East Gippsland Water, for the period of such registration; or
(b) the property owner.

Permitted use rules means East Gippsland Water's requirements under clause 13.3 of the Customer Charter.

Planned interruption means a scheduled interruption to a service to a customer which is caused by East Gippsland Water to allow routine maintenance or augmentation to be carried out.

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.

Regional water business means a regional urban water corporation (for example East Gippsland Region Water Corporation) constituted under the Water Act 1989 or its successor.

Regional service means a service provided by a regional water business.

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

System means East Gippsland Water's physical infrastructure for providing a water supply service or a trade waste or sewerage service.

Trade waste has the meaning given to that term in the Water Act 1989.

Trade waste Customer Service Code refers the Commission's Trade Waste Customer Service Code; Urban Water Businesses which places additional obligations on East Gippsland Water's specific to the management of trade waste services.

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 the East Gippsland Water's system or a fault which is the maintenance responsibility of East Gippsland Water.

Water business means a regional water business

Water law means the relevant requirement contained in or made under the *Water Act 1989*.

Appendix #1 of EGW Customer Charter – Approved GSL Schemes

For the purpose of clause 13 and the definition of “GSL rebate”, the following service level obligations and corresponding amounts of payment for failure to attain the stated obligation have been approved by the Commission as guaranteed service level schemes for the following businesses.

East Gippsland Water is not required to make a payment where the failure to attain the stated obligation arises because of the action or inaction of the customer or a third party. For the avoidance of doubt, third party does not include any person or firm acting on behalf of the business.

Approved service level obligation	Approved payment (\$)
Planned Interruption to water supply not to exceed delay specified in notice	\$65
Response to customer contact within 10 working days, if required	\$30
No failure to update billing details	\$30
No sewerage spill within house, caused by the business or a failure of the business' system(s)	\$1,000
Restricting the water supply of, or taking legal action against, a residential customer prior to taking reasonable endeavours (as defined by the Essential Services Commission) to contact the customer and provide information about help that is available if the customer is experiencing difficulties paying	\$300

Appendix #2 of EGW Customer Charter – Service Standards

Details	2013-14	2014-15	2015-16	2016-17	2017-18
Water					
Unplanned water supply interruptions (per 100km)	10.00	10.00	10.00	10.00	10.00
Average time taken to attend bursts and leaks (priority 1) (minutes)	30.00	30.00	30.00	30.00	30.00
Average time taken to attend bursts and leaks (priority 2) (minutes)	34	34	34	34	34
Average time taken to attend bursts and leaks (priority 3) (minutes)	80	80	80	80	80
Unplanned water supply interruptions restored within 5 hours (per cent)	98	98	98	98	98
Planned water supply interruptions restored within 5 hours (per cent)	98	98	98	98	98
Average unplanned customer minutes off water supply	7	7	7	7	7
Average planned customer minutes off water supply	28	28	28	28	28
Average unplanned frequency of water supply interruptions (number)	0.1	0.1	0.1	0.1	0.1
Average planned frequency of water supply interruptions (number)	0.3	0.3	0.3	0.3	0.3
Average duration of unplanned water supply interruptions (minutes)	75	75	75	75	75
Average duration of planned water supply interruptions (minutes)	170	170	170	170	170
Number of customers experiencing more than 5 unplanned water supply interruptions in the year (number)	0.00	0.00	0.00	0.00	0.00
Unaccounted for water (per cent)	11	11	11	11	11
Sewerage					
Sewerage blockages (per 100km)	15	15	15	15	15
Average time to attend sewer spills and blockages (minutes)	40	40	40	40	40
Average time to rectify a sewer blockage (minutes)	80	80	80	80	80
Spills contained within 5 hours (per cent)	100.00	100.00	100.00	100.00	100.00
Customers receiving more than 3 sewer blockages in the year (number)	0.00	0.00	0.00	0.00	0.00
Customer Service					
Complaints to EWOV (per 1,000 customers)	0.6	0.6	0.6	0.6	0.6
Telephone calls answered within 30 seconds (per cent)	96.00	96.00	96.00	96.00	96.00