

# East Gippsland Water Customer Charter

July 2023





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## INTRODUCTION

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### EAST GIPPSLAND WATER

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

### ABORIGINAL ACKNOWLEDGEMENT

East Gippsland Water acknowledges the Gunaikurnai, Monero and Bidwell people as the Traditional Custodians of the land and water on which we live and work. We pay our respects to Elders past and present. We commit to working respectfully to honour their ongoing cultural and spiritual connection to this country. We recognise their role and value of culture in our community.

### CONTACT DETAILS

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

General and billing enquiries: 1800 671 841  
(03) 5150 4444

24-hour faults and leaks: 1300 134 202

Email: [egw@egwater.vic.gov.au](mailto:egw@egwater.vic.gov.au)

Website: [www.egwater.vic.gov.au](http://www.egwater.vic.gov.au)

Office address: 133 MacLeod Street,  
Bairnsdale Victoria 3875

Postal address: PO Box 52,  
Bairnsdale Victoria 3875

Business hours: 8.30am to 5.00pm  
Monday to Friday  
(excludes public holidays)

### CUSTOMER COMMUNICATION ASSISTANCE

Telephone Interpreter Service (TIS) for non-English speaking customers: 131 450

Telephone Typewriter Service (TTY) for speech and hearing-impaired customers: 1800 555 677

### PURPOSE OF THIS CHARTER

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

This Customer Charter sets out East Gippsland Water's obligations to customers, as outlined in the Essential Services Commission's (ESC) Water Industry Standards for Urban Water Businesses and includes specific standards and conditions of service that East Gippsland Water has committed to providing its 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 Water Industry Standards. East Gippsland Water will be assessed against the commitments made in this Customer Charter and this information will be publicly available.

### AMENDMENTS 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 Water Industry Standards issued by the ESC.

### THE CUSTOMER

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 – for example, a landlord or an owner of an unoccupied property;
- (c) an occupier of a property that is connected to East Gippsland Water's system and is liable for usage charges – for example, a residential tenant;
- (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 – for example, vacant land.

### THE PROPERTY

Unless the Customer Charter states otherwise, 'property' or 'customer's property' means the property owned/or occupied by the customer within East Gippsland Water's region.

## **COMMENCEMENT**

This East Gippsland Water Customer Charter became effective on 1 March 2023 and replaces all previous East Gippsland Water Customer Charters.

## **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 cannot reduce the rights of a customer unless East Gippsland Water can demonstrate that satisfying the standard requirements is not practical and East Gippsland Water expressly identifies any material departures from the Customer Charter to the customer in writing.

## **TRADE WASTE**

East Gippsland Water will comply with the requirements set out in the Water Industry Standard – Trade Waste Customer Service in relation to the provision of information to trade waste customers

## SERVICE AND SUPPLY

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### 1. CONNECTION AND SERVICE PROVISION

#### 1.1. Obligation to provide service

Subject to the *Water Act 1989 (Vic)*, the *Water Industry Act 1994 (Vic)* and this Customer Charter, if a customer's property is connected to a system within our region, then East Gippsland Water must provide the relevant service in accordance with ESC industry standard.

#### 1.2. Obligation to connect

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

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

Customers who have a private Supply by Agreement (drinking or non-drinking) have specific terms and conditions of supply. If you are a Supply by Agreement customer, refer to your agreement or contact East Gippsland Water's office for more information about Supply by Agreements.

#### 1.3. Limits on recycled water services

The supply of recycled water from East Gippsland Water is not readily available. However, where it is available, East Gippsland Water may refuse to provide a recycled water service if the customer has not:

- (a) entered into a recycled water agreement in a form acceptable to East Gippsland Water; or
- (b) otherwise received consent from East Gippsland Water.

East Gippsland Water may discontinue a recycled water service if the customer breaches the applicable permitted use rules.

East Gippsland Water will advise customers of the standards and requirements necessary for entering a recycled water agreement or obtaining its consent.

### 2. CHARGES

#### 2.1. Variation

East Gippsland Water will publicise any variation in charges for services before they take effect and notify

customer directly on or with the first bill after the decision to vary the charges has been made. East Gippsland Water will use the methods it considers most effective to publicise any variation which may include, but are not limited to:

- (a) prominent website updates;
- (b) radio interviews
- (c) social media; and
- (d) SMS

East Gippsland Water 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

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. PERMITTED USE

East Gippsland Water will regularly inform relevant customers of East Gippsland Water's required limits on the permitted use of recycled water, non-potable water and its sewerage service which at least reflect:

- (a) health regulation and environmental regulation; and
- (b) clause 1.3 in respect of recycled water.

### 4. 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.

### 5. METER READINGS

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

#### 5.1. Customer self-reads

East Gippsland Water will accept a customer self-read, after the customer has received a bill based on an estimated read.

East Gippsland Water will not charge a customer for a self-read.

East Gippsland Water will inform customers in writing:

- (a) that a self-read is an option, if the customer has received a bill based on an estimated read;
- (b) that the customer may request an adjusted bill, if the customer has received a bill based on an estimated read; and
- (c) of any changes to the customer's payment obligation if the customer requests an adjusted bill; and
- (d) of East Gippsland Water's approved methods of the customer self-reads

East Gippsland Water will accept self-reads from customers:

- (a) in person at East Gippsland Water's Customer Service Centre, 133 MacLeod St, Bairnsdale Victoria 3875;
- (b) by emailing [egw@egwater.vic.gov.au](mailto:egw@egwater.vic.gov.au);
- (c) by post addressed to East Gippsland Water, PO Box 52 Bairnsdale, Victoria 3875; or
- (d) by telephone, call 1800 671 841.

Where a customer requests an adjusted bill, East Gippsland Water 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**

East Gippsland Water will charge a customer an additional fee for a special meter reading (a reading that falls outside of the quarterly cycle).

East Gippsland Water will not charge a fee to a customer for a special meter reading:

- (a) if that is a self-read under clause 5.1;
- (b) if the property has a digital meter; or
- (c) if the customer is receiving assistance under East Gippsland Water's Customer Support policy.

Upon request by the customer, East Gippsland Water will determine a customer's outstanding charges outside of the normal billing cycle.

East Gippsland Water may calculate the outstanding charges by:

- (a) accepting a self-read under clause 5.1;
- (b) arranging for a special meter reading at a reasonable charge payable by the customer; or
- (c) where permitted by the *Water Act 1989 (Vic)* and the ESC's Water Industry Standard providing an estimated bill at no cost to the customer.

## **5.3. Data and digital water metering**

East Gippsland Water collects digital meter readings every 30 minutes (where applicable). This data is used for

billing, detecting leaks and optimising East Gippsland Water's network operations and planning. All data is collected, stored and disposed in accordance with East Gippsland Water's Privacy Policy.

## **6. BILLING**

### **6.1. Billing cycle**

East Gippsland Water's billing cycle must be at least quarterly (approximately every 90 days) unless otherwise approved by the ESC.

East Gippsland Water may have a billing cycle that is more frequent than quarterly, if agreed with the customer.

East Gippsland Water may bill commercial or other customers with higher-than-average water or recycled water usage, or high trade waste or sewerage disposal more frequently than quarterly.

### **6.2. Issue of bills**

East Gippsland Water will send (directly, or through an E-bill) a bill to:

- (a) a customer at the physical or electronic address specified by the customer; or
- (b) a customer's agent or representative at the physical or electronic address as specified by the customer.

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

### **6.3. Content of bills**

A bill issued by East Gippsland Water 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;
- (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) East Gippsland Water's contact number for account and general enquiries; including a 24-hour emergency service telephone number;

- (l) referral to interpreter service offered by East Gippsland Water;
- (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) if East Gippsland Water intends to charge interest on outstanding amounts, a clear statement of the rate of interest and from what future date it is to be applied.

#### **6.4. Explanation 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 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**

East Gippsland Water will send an E-bill to a customer in any digital format.

East Gippsland Water's E-bill will include:

- (a) a clear and accessible link to the full bill or instructions about how to access the full bill;
- (b) the amount payable and the due date;
- (c) the methods by which the bill can be paid;
- (d) the customer's current water usage;
- (e) information about assistance that is available if a customer is experiencing difficulties paying and how to access this assistance; and
- (f) information about East Gippsland Water's Customer Support policy.

East Gippsland Water will include any additional information on the E-bill it considers necessary.

#### **6.6. Presentation of customer water usage**

East Gippsland Water 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 the previous year.

#### **6.7. 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 is limited to the amount undercharged in the four months prior to East Gippsland Water notifying the customer that undercharging has occurred;
- (b) the amount to be recovered is listed as a separate item and is explained on or with the customer's bill; and
- (c) it allows the customer to pay an amount to be recovered in instalments over four months or through East Gippsland Water's flexible payment plan in accordance with clause 7.2.

East Gippsland Water will not charge interest on undercharged amounts.

East Gippsland Water 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, East Gippsland Water may exercise other rights available to it, including rights under clause 15.

If East Gippsland Water overcharges a customer, it will 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**

East Gippsland Water will accept payments from customers:

- (e) in person at:
  - I. East Gippsland Water Customer Service Centre, 133 MacLeod St, Bairnsdale Victoria 3875
  - II. Any Australia Post Office: Biller Code: 0436, Customer ID: unique number as shown on bill
- (f) by direct debit arrangement in accordance with any agreement between East Gippsland Water, the customer and the customer's bank.
- (g) by electronic means using the internet at [www.egwater.vic.gov.au](http://www.egwater.vic.gov.au);
- (h) by post addressed to East Gippsland Water, PO Box 52 Bairnsdale, Victoria 3875;
- (i) by BPay: Biller Code 16063; Customer Reference: Customer number as shown on their bill;
- (j) in advance as agreed to by East Gippsland Water;
- (k) by Credit Card over the telephone, call 131 816;

- (l) by deduction through a provider of income support such as Centrepay; call 1300 720 700 for further details.

East Gippsland Water will not require customers to agree to direct debit as a condition of service.

## **7.2. 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; and
- (d) be able to be modified at the request of the customer, to accommodate change in their circumstances

On establishing a flexible payment plan or a revised plan, East Gippsland Water will give the customer a schedule of payments in writing, showing:

- (a) the total number of payments to be made;
- (b) the period over which the payments are to be made;
- (c) the date by which each payment must be made; and
- (d) the amount of each payment.

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

### 8. PROACTIVE CUSTOMER ENGAGEMENT

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

The information provided may include, but not be limited to, the following:

- (a) service availability offered by East Gippsland Water and interruptions;
- (b) customer obligations in line with clause 13.8;
- (c) concession entitlements;
- (d) sustainable use of water in line with clause 4;
- (e) accessibility requirements for communication in line with clause 13.6.

The assistance provided may include, but need not be limited to, the following:

- (a) payment difficulties assistance in line with clause 10.1;
- (b) customer support program in line with clause 10.2;
- (c) family violence assistance in line with clause 11; and
- (d) billing history in line with clause 13.4.

### 9. CUSTOMER'S CHOSEN REPRESENTATIVE OR SUPPORT PERSON

East Gippsland Water has policies and procedures to identify and communicate with the customer's chosen support person or other representative.

These policies will be published in a clear and accessible manner, and customers should be notified of their right to choose a representative or support person where appropriate.

### 10. PAYMENT ASSISTANCE

#### 10.1. Payment assistance

East Gippsland Water has an obligation to assist customers experiencing payment difficulties.

East Gippsland Water will adopt an approach that is appropriate to that customer's circumstances on a case-by-case basis by making provision for flexible payment plans in accordance with a customer's capacity to pay.

East Gippsland Water will offer a customer experiencing payment difficulties the following:

- (a) flexible payment plans in line with clause 7.2;

- (b) no additional debt recovery costs, including no interest on overdue amounts while payments are made to East Gippsland Water according to a flexible payment plan;
- (c) the option to extend the due date for some or all of an amount owed;
- (d) redirection of a bill to another person for payment if the person agrees in writing;
- (e) more frequent billing or payment options;
- (f) information on how to reduce water usage; improve water efficiency and referral to relevant government water efficiency programs;
- (g) where appropriate and available, referral of customers to:
  - i. government funded assistance program (including the Utility Relief Grant Scheme)
  - ii. an independent financial counsellor at no cost to the customer.
- (h) 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 residential customer requests otherwise; or
  - ii. If East Gippsland Water is unable to complete and lodge the Utility Relief Grant application form over the phone, East Gippsland Water will complete the application form to the extent possible and send to the residential customer with instructions on how to complete the remainder of the form and lodge that form.

East Gippsland Water may offer a residential customer experiencing payment difficulties the following, but not limited to:

- (a) waiver of late fees or any other fees;
- (b) waiver of any interest accrued;
- (c) suspension of the accrual of interest;
- (d) conducting regular meter readings and frequently reporting to customers on consumption;
- (e) suspension of collection of arrears to allow for a usage only payment plan for a period negotiated with the customer;
- (f) a payment matching arrangement; and/or
- (g) waiver of the debt.

East Gippsland Water may offer a small business customer experiencing payment difficulties the following, but not limited to:

- (a) waiver of late fees or any other fees;
- (b) waiver of any interest accrued;
- (c) suspension of the accrual of interest;

- (d) information of any circumstances in which it will waive or suspend interest payments on outstanding accounts; and/or
- (e) waiver of the debt.

## 10.2. Customer Support policy

East Gippsland Water has a Customer Support policy which applies to residential customers and to small business customers who are identified either by themselves, East Gippsland Water, or an independent accredited financial counsellor as experiencing payment difficulties.

Subject to clause 10.2 (c), East Gippsland Water will:

- (a) publish our Customer Support policy on our website and will make it available to a customer upon request;
- (b) keep a copy of our Customer Support policy at our offices for inspection upon request; and
- (c) provide our Customer Support policy in a different language upon a reasonable request to do; and
- (d) assess each customer on a case-by-case basis.

The Customer Support policy will:

- (a) include policies, practices 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.
- (b) provide staff training about East Gippsland Water's policy and procedures:
  - i. staff training must be designed to ensure customers experiencing payment difficulty are treated with sensitivity and respect by East Gippsland Water staff.
- (c) state when it will exempt customer 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 accrual of interest on overdue amounts whilst a customer is receiving assistance under this policy.
- (d) state any circumstances in which it will waive or suspend interest payments on outstanding amounts;
- (e) state any circumstances in which it will suspend the sale of debt;
- (f) offer a range of payment options in accordance with clause 7;
- (g) offer information and assistance in accordance with clause 10.1;
- (h) offer information about East Gippsland Water's dispute resolution policy, and the customer's right to lodge a complaint with the Energy and Water

Ombudsman Victoria (EWOV) and any other relevant external dispute resolution forum if their hardship claim is not resolved to their satisfaction by East Gippsland Water;

- (i) detail the circumstances in which the policy will cease to apply to customers; and
- (j) provide for a review mechanism of the policy and its associated procedures.

## 11. FAMILY VIOLENCE

East Gippsland Water will have and implement a Family Violence policy. The policy will:

- (a) provide 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 East Gippsland Water's Family Violence policy and related policies and procedures to customers affected by family violence.
- (b) identify the support East Gippsland Water will provide to its staff affected by family violence, including any training, leave, external referrals and counselling available;
- (c) promote customer safety by providing for the secure handling of information about those who are affected by family violence, including in a manner that maintains confidentiality;
- (d) specify East Gippsland Water's approach to debt management and recovery where a customer is affected by family violence, including but not limited to:
  - i. The recovery of debt from customers with joint accounts; and
  - ii. The circumstances in which debt will be suspended or waived;
- (e) recognise family violence as a potential cause of payment difficulties and as an eligibility criterion for access to East Gippsland Water's Customer Support policy under clause 10.2 and address what payment support will apply to customers affected by family violence;
- (f) provide for a process that avoids customers having to repeat disclosure of their family violence, and provides continuity of service; and
- (g) provide a means for referring customers who may be affected by family violence to specialist family violence services.

East Gippsland Water will:

- (a) publish on its website, and keep up to date, the assistance and referrals available to customers affected by family violence and how customers may access such assistance;

- (b) provide a copy of the Family Violence policy to a customer upon request; and
- (c) provide for a periodic review mechanism of the policy and its associated procedures.

## 12. SPECIAL NEEDS

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

- (a) the operation of a life-support machine; or
- (b) other special needs that may be affected by planned and unplanned outages which must 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 that longer notice will be given if it is reasonably necessary and able to be accommodated by East Gippsland Water.

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

## 13. INFORMATION

### 13.1. Enquiries

East Gippsland Water 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 East Gippsland Water's Customer Support policy;
- (e) information about East Gippsland Water's complaint handling procedures; and
- (f) information about EWOV.

### 13.2. Fees for information and 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 this Customer Charter to customers or others affected by its operations.

### 13.3. Water reuse

East Gippsland Water 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, East Gippsland Water will provide the customer's account and usage history for the preceding three years within 10 business days, or other period by agreement. East Gippsland Water may refuse to provide a customer with their account and usage history where the provision of such information is contrary to the information handling procedures set out in East Gippsland Water's Family Violence Standard Operating Procedure (SOP 177A) and the refusal is not in breach of law.

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

### 13.5. 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 ESC's Water Industry Standards.

### 13.6. Communication assistance

East Gippsland Water will use reasonable endeavours to determine a customer's preferred method of communication and use it where reasonable.

East Gippsland Water will use reasonable endeavours to meet the discrete communications needs of its customers as required on a case-by-case basis.

East Gippsland Water will provide, or provide access to, an interpreter service and a Teletypewriter (TTY) service for speech and hearing-impaired customers and customers that do not speak English.

### 13.7. Written communication

Any written communication by East Gippsland Water to a customer will be:

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

### 13.8. Customer obligations

East Gippsland Water 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 East Gippsland Water has been given at least

- 48 hours' notice of the customer vacating the property;
- (b) to ensure that each water meter is accessible by East Gippsland Water;
- (c) to maintain the property owner's infrastructure upon notice by East Gippsland Water;
- (d) to remove trees upon request by East Gippsland Water;
- (e) to seek the consent of East Gippsland Water for any building or construction work which might interfere with a service or system;
- (f) to not alter any works connected with East Gippsland Water's works without East Gippsland Water's consent;
- (g) to observe restrictions imposed by East Gippsland Water 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

East Gippsland Water will keep personal information about customers confidential. East Gippsland Water complies with the *Privacy and Data Protection Act 2014* (Vic) and the 10 information privacy principles contained in the Act. East Gippsland Water also complies with the *Privacy Act 1988*.

East Gippsland Water use the information we collect to provide you with the service you request and to seek feedback on the services that we provide. Your personal information may be provided to a third party acting on our behalf, who are also required to act in accordance with the legislation above.

East Gippsland Water may disclose your information to other parties as required by law, or to contractors, who are required to comply with our privacy obligations. If we wish to use your personal information for other purposes, such as marketing, we will seek your consent.

Information in relation to your privacy can be located on our website at [www.egwater.vic.gov.au](http://www.egwater.vic.gov.au) or for a copy of East Gippsland Water's Privacy Policy by contacting East Gippsland Water on 1800 671 841.

## 14. COMPLAINTS AND DISPUTES

### 14.1. Complaints and disputes policy

East Gippsland Water will have and comply with policies, practices and procedures for the handling of complaints from customers and others affected by East Gippsland Water' operations.

Without limiting this general obligation, East Gippsland Water's Equal Employment Opportunity and the Process for Dealing with Complaints Standard Operating Procedure (SOP 048) will provide:

- (a) that if a written reply is requested, East Gippsland Water will take no more than 10 business days to respond to the enquiry or complaint;
- (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;
- (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;
- (d) a complaint escalation process that gives a customer:
  - i. the opportunity to raise the complaint up to the level of an East Gippsland Water Executive Manager or Managing Director; and
  - ii. contact details of, and information about referral to EWOV and any other relevant external dispute resolution form in the event that the customer has raised the complaint to a higher level and is not satisfied with East Gippsland Water's response;
- (e) that East Gippsland Water is restricted in its ability to recover an amount of money which is in dispute, until the dispute has been resolved; and
- (f) that the complainant is informed of the matters in paragraph (a) to (e) above.

### 14.2. Resolution of disputes

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

For the purpose of clause 14.1 (e), East Gippsland Water may consider a dispute about 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; or
  - ii. lodged a claim with EWOV or another external dispute resolution forum.

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

Energy and Water Ombudsman Victoria (EWOV)

General and billing enquiries: 1800 500 509

Email: [ewovinfo@ewov.com.au](mailto:ewovinfo@ewov.com.au)

Website: [www.ewov.com.au](http://www.ewov.com.au)

Postal address: Reply Paid 469  
Melbourne Victoria 8060

## ACTIONS FOR NON-PAYMENT

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### 15. COLLECTION

#### 15.1. Appropriate communication

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

#### 15.2. Reminder notices

East Gippsland Water will send a customer a reminder notice of an unpaid bill, no sooner than two business days after the due date if the bill is not paid by the due date.

East Gippsland Water may commence the process set out in clause 15.3 if no response is received by the customer within seven business days of the reminder notice being sent.

A reminder notice will include:

- (a) the overdue amount;
- (b) the date of issue;
- (c) an explanation in plain language of the notice and of why it is being issued;
- (d) the due date of the reminder notice, which will not be earlier than six business days from the issue date of the reminder notice;
- (e) that payment of the overdue bill is required to be made before the due date of the reminder notice;
- (f) payment options;
- (g) information about payment difficulty assistance available;
- (h) a warning of the issue of a final notice and further action that East Gippsland Water may take; and
- (i) details of how to contact East Gippsland Water.

East Gippsland Water may include any additional information in the notice it considers necessary.

#### 15.3. Final notices

If the reminder notice remains unpaid, East Gippsland Water will send a customer a final notice within 15 business days of the issue date of a reminder notice.

The final notice will include:

- (a) the overdue amount;
- (b) the date of issue;
- (c) an explanation in plain language of the notice and of why it is being issued;
- (d) the date by which payment of the final notice must be made to avoid further action, which must not be earlier than six business days after the issue of the final notice;

- (e) a statement that payment of the overdue bill is required to be made by the due date of the final notice;
- (f) a statement that legal action or restriction may be taken, and the customer may incur additional costs in relation to those actions;
- (g) a statement that the outstanding amount may be referred to an external debt collection company for collection;
- (h) clear and unambiguous advice about what the customer needs to do to avoid legal action or being restricted from their water supply;
- (i) information about any assistance that is available to the customer, including information about EWOV (including EWOV's contact information), concessions, government assistance programs and East Gippsland Water's Customer Support policy;
- (j) the date from which interest (if any) may be applied on outstanding amounts, and the percentage interest rate that may be applied;
- (k) a statement that East Gippsland Water might be able to recover outstanding amounts at the time of any sale of the customer's property (if the customer is also the property owner);
- (l) details of how to contact East Gippsland Water; and
- (m) information about the applicable fees to remove a restrictor.

#### 15.4. Communication requirements

East Gippsland Water will use reasonable endeavours to communicate with a customer and to offer payment assistance before we seek to restrict water supply or take legal action to collect the debt.

The reasonable endeavours will be carried out within a period of 90 days commencing on the due date of the bill that has led to is seeking restriction or taking legal action.

The reasonable endeavours will include, but are not limited to:

- (a) 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
- (b) 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. SMS; and
- (c) sending a final notice.

At least one of the attempts above in clause 15.4 (a) and (b) will be made after the final notice is sent.

East Gippsland Water will maintain records that are sufficient to evidence:

- (a) the time and date of attempted contacts;
- (b) the type of contact attempted;
- (c) which customer support officer attempted contacts; and
- (d) 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 East Gippsland Water and the nature of commitments given by either party.

#### **15.5. Interest on recovered amounts**

Subject to the ESC's Water Industry Standards, East Gippsland Water may charge interest on the unpaid amount if:

- (a) East Gippsland Water fixes and gives notice (of at least 10 business days) of the due date of a payment (due date);
- (b) the notification referred to in paragraph (a) indicated that interest will accrue from the due date; and
- (c) any part of the amount payable by the customer is not paid by the due date.

East Gippsland Water must not charge a residential customer interest on unrecovered amounts if that customer:

- (a) is the holder of an eligible concession card;
- (b) on a payment plan; or
- (c) is receiving assistance under East Gippsland Water's Customer Support policy.

If any event in clause 15.5 no longer applies to a residential customer, East Gippsland Water may charge that residential customer interest on unrecovered amounts on and from the date that that event in clause 15.5 ceased to apply to that customer. Interest applied in accordance with this clause cannot be applied retrospectively.

#### **15.6. Maximum rate of interest that may be charged**

For the purpose 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 ESC each May based on the 10 year Australian

Commonwealth Government Bond Rate plus a margin to be determined by the ESC.

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 purpose 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 East Gippsland Water to that property, an amount unpaid to East Gippsland Water 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 East Gippsland Water an amount in relation to a property owned by the customer, that amount is a charge on that property.

#### **15.8. Dishonoured payment**

East Gippsland Water may recover from a customer costs incurred by East Gippsland Water due to:

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

East Gippsland Water will not charge a residential customer the costs incurred by East Gippsland Water under 15.8(a), if that customer:

- (a) is the holder of an eligible concession card; or
- (b) is receiving assistance under East Gippsland Water's Customer Support policy.

### **16. ACTIONS FOR NON-PAYMENT**

#### **16.1. Restriction and legal actions to be a measure 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**

East Gippsland Water 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 East Gippsland Water has sent the most recent final notice to which the debt relates;
- (b) the customer is receiving any form of assistance for payment difficulties under the ESC Water Industry Standard;

- (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 (VCAT);
- (g) the amount in dispute is subject to 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 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**

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

- (a) it is a Friday, public holiday, weekend, day before a public holiday, or after 3.00pm; or
- (b) the customer is registered as a special needs customer under clause 12; or
- (c) East Gippsland Water believes or has 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 (CFA) or the Authority has rated the fire danger in the area in which the property is located as 'High', 'Extreme' or 'Catastrophic'.

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

### **16.4. Life support and other special circumstances**

East Gippsland Water will not restrict the water supply to the property of a customer if East Gippsland Water knows that the customer, or a person ordinarily residing at the customer's residence, is on any form of life support.

East Gippsland Water will have policies and procedures in place to enable it to take proactive steps to identify those customers in accordance with clause 16.4.

### **16.5. Restriction and legal action**

East Gippsland Water 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) East Gippsland Water has completed the communication requirements outlined at clause 15.4;
- (b) The customer has been notified of the proposed restriction or legal action in accordance with clause 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**

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

## QUALITY AND RELIABILITY OF SUPPLY AND SERVICES

### 17. QUALITY OF SERVICES

#### 17.1. Product quality

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

#### 17.2. Water supply (flow rate)

East Gippsland Water will ensure that a customer's water supply and recycled water supply is at least equal to East Gippsland Water's specified minimum supply flow rate, 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;
- (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 East Gippsland Water's permitted use rules;
- (h) supply is restricted or disconnected in accordance with the ESC's Water Industry Standards; or
- (i) the *Water Act 1989* (Vic) and the *Water Industry Act 1994* (Vic) provides.

Minimum flow rates for standard meter sizes are indicated below for East Gippsland Water.

Water service flow rates (service diameter millimetres)	Minimum flow rate (litres per minute) for each service size
20mm	20
25mm	35
32mm	60
40mm	90
50mm	160

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

East Gippsland Water will include its minimum flow rate in its service standards in accordance with clause 18.2.

#### 17.3. Water supply testing

East Gippsland Water will test pressure or flow rate and water quality for compliance with clauses 17.1 and 17.2 upon request by the 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 clauses 17.1 or 17.2;
- (b) will pay the cost of the test if the test demonstrates that East Gippsland Water is 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

East Gippsland Water 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. Obligation to provide reliable services

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

Under these requirements, East Gippsland Water will meet the following general terms:

#### Water service pipework

East Gippsland Water will maintain the water service pipe from East Gippsland Water's 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 meters 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 water of a structure built on the serviced property or where there is no water meter.

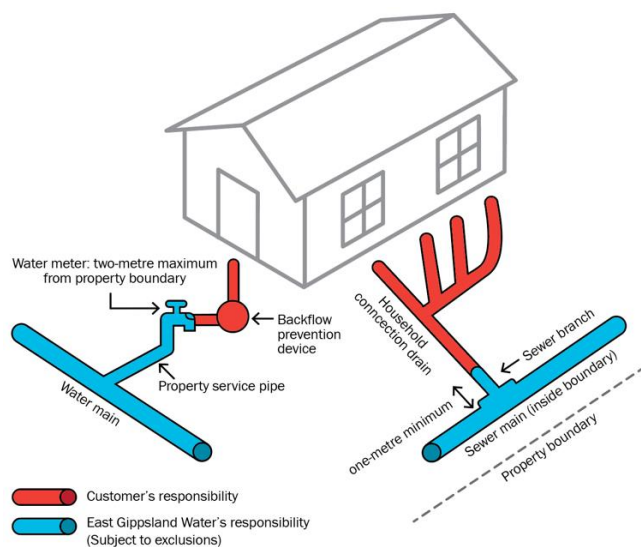
Subject to the *Water Act 1989* (Vic), the property owner is responsible for:

- (a) parts of the water service pipe that East Gippsland Water is not responsible for maintain under items (a) to (b) above;
- (b) backflow prevention devices;
- (c) fire services;
- (d) private extensions of trunk services; or water service pipes from private extensions; and
- (e) the installation, maintenance, repair and replacement of any meter, meter pit lid or meter

cage. This includes replacement of a damaged (incl. vandalised) meter.

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

The meter stop valve is a mechanical device and should not be relied upon for long term isolation, particularly in the instance internal pipework leaks.



### Sewer connection drain

If the sewer main is located **inside the property boundary**, East Gippsland Water will maintain the sewer connections drain from East Gippsland Water's sewer main up to:

- the first inspection opening installed after the sewer main;
- one meter from the sewer main if the first inspection opening is located more than one meter from the sewer main;
- one meter 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 connections drain from East Gippsland Water's sewer main up to:

- the first inspection opening installed inside the property boundary;
- one meter inside the property boundary if the first inspection opening is located more than one meter inside the property boundary;
- one meter inside the property boundary if there is no inspection opening located within the property boundary;

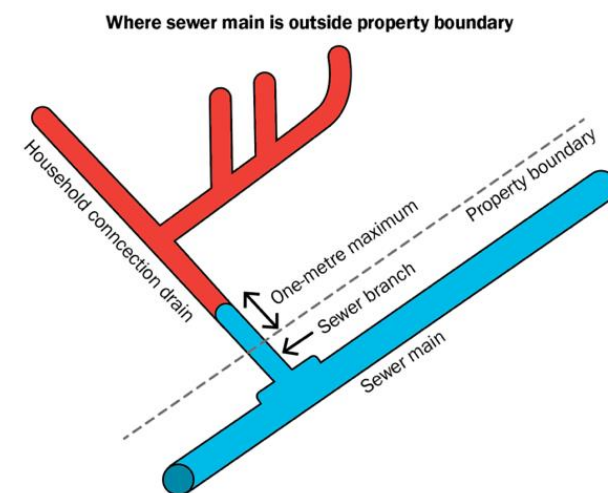
- one meter outside the building line if the sewer main is located outside the property boundary and the building line is located at or near the property boundary.

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

- parts of the sewer connection drain that East Gippsland Water is not responsible for maintain under items (a) to (d) above;
- combined sewer connection drains including those located on another serviced property;
- sewer connection drains from private extensions.

To determine who is responsible for clearing a sewer blockage; customers, plumbers or contractors are required to contact East Gippsland Water for advice in the first instance. East Gippsland Water will attend the site in the first instance to determine who is responsible for clearing the blockage.

If East Gippsland Water are not contacted in the first instance and provided the opportunity to assess whether a sewer blockage is caused by our asset; then East Gippsland Water will not be responsible for any costs incurred by works carried out by the plumber or contractor prior to calling East Gippsland Water.



## 18.2. Service standards

Service standards are specified minimum service levels a customer can expect to receive from East Gippsland Water.

East Gippsland Water will specify targets for the following service standards:

### Water service standards

- minimum water pressure or flow rate a customer should receive, as defined in clause 17.2 (kPa or min/L)

- (b) maximum number of unplanned water supply interruptions a customer should experience in any 12-month period
- (c) average time taken to attend bursts and leaks (priority 1) (minutes)
- (d) average time taken to attend bursts and leaks (priority 2) (minutes)
- (e) average time taken to attend bursts and leaks (priority 3) (minutes)
- (f) average duration of unplanned water supply interruptions (minutes)
- (g) average duration of planned water supply interruptions (minutes)

#### Sewerage service standards

- (h) maximum number of sewer blockages a customer should experience in any 12-month period
- (i) average time to attend sewer spills and blockages (minutes)
- (j) average time to rectify a sewer blockage (minutes)
- (k) maximum time taken to contain a sewer spill (minutes)

Appendix 1 of this Customer Charter sets out each of East Gippsland Water's service standards and associated targets.

East Gippsland Water should periodically review its service standard targets with its customers.

### **18.3. Unplanned interruptions**

East Gippsland Water has policies, practices 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 a major or long-term unplanned interruption to water services.

### **18.4. Planned interruptions**

East Gippsland Water will inform affected customers by their preferred method of communication and, if possible, by SMS, 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.

### **18.5. Bursts, leaks, blockages and spills**

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

- (a) promptly attend the site upon notification;
- (b) take action to rectify the situation, taking into account the potential or actual impact on:
  - i. customers;
  - ii. others affected by the failure;
  - iii. property; and
  - iv. the environment.
- (c) provide information about any unplanned interruption to a service through a 24-hour telephone facility which advises callers of the estimated duration of 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.

### **19. RECONNECTION**

East Gippsland Water will promptly reconnect a customer's property which has been disconnected upon:

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

### **20. GUARANTEED SERVICE LEVELS**

East Gippsland Water will implement an ESC-approved guaranteed service level scheme, where East Gippsland Water pays (or rebates) a pre-determined amount to affected customers when it breaches specified service level obligations.

Any payment (or rebate) available to customers under the guaranteed service level scheme must be:

- (a) applied automatically in the event that customer entitlement to the rebate arises; and
- (b) applied as soon as practicable after a customer entitlement to the rebate arises.

East Gippsland Water's guaranteed service level scheme will include the following:

- (a) not restricting the water supply, or taking 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.

- (b) If East Gippsland Water does not meet this service level obligation, East Gippsland Water will make a payment of \$300 to the customer.

East Gippsland Water is 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 avoidance of doubt, a third party does not include any person or firm acting on behalf of East Gippsland Water.

Guaranteed service level schemes approved by the ESC are set out in Appendix 2 and are updated from time to time.

## **21. WORKS AND MAINTENANCE**

### **21.1. Worker identification**

A representative of East Gippsland Water will not enter a customer's 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) 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 East Gippsland Water**

East Gippsland Water will not hold keys to a customer's premises. Refer to clause 13.8 (b) for customer obligations.

## DEFINITIONS

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### 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)

**combined sewer drain** means a sewerage drain that is a privately-owned sewerage pipe that collects sewage from multiple properties. Combined drains are the responsibility of connected property owners.

**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, requiring a resolution (as per AS/NZS 10002:2014).

**customer** means a person who is:

- (a) an owner and occupier of a property connected to East Gippsland Water's system;
- (b) an owner or 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; or
- (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.

**digital format** means a digital communication method that is provided by East Gippsland Water 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 East Gippsland Water for the purpose of the receipt of bills and other relevant 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 East Gippsland Water providing written or verbal information, advice, assistance, clarification, explanation or referral about a matter.

**enquiry facility** means a telephone call centre, an SMS or MMS service, an online 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.

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

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

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

**flexible payment plan** has the meaning given in clause 7.2 of this Customer Charter.

**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 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 this Customer Charter.

**planned interruption** means an interruption for which East Gippsland Water has provided the required notification to the customer of at least two (2) 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.

**regional water business** means a regional urban water authority constituted under the *Water Act 1989* or its successor.

**restriction** means East Gippsland Water's 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.

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

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

**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 (ABN).

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

**system** means East Gippsland Water's 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 East Gippsland Water 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 East Gippsland Water 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 business** means a metropolitan or a regional water corporation.

**Water Industry Standard – Trade Waste Customer Service Code** refers to the ESC's Water Industry Standard – Trade Waste Customer Service which places additional obligations on East Gippsland Water specific to the management of trade waste services.

## APPENDIX

### 1. SERVICE STANDARDS

For the purposes of clause 18, the following standards have been specified by the Essential Service Commission with associated targets set by East Gippsland Water.

SERVICE STANDARD	2023-24	2024-25	2025-26	2026-27	2027-28
<b>Water</b>					
Minimum water pressure or flow rate a customer should receive (min/L)	20	20	20	20	20
Maximum number of unplanned water supply interruptions a customer should experience in any 12-month period	5	5	5	5	5
Average time taken to attend bursts and leaks (priority 1) (minutes)	35	35	35	35	35
Average time taken to attend bursts and leaks (priority 2) (minutes)	35	35	35	35	35
Average time taken to attend bursts and leaks (priority 3) (minutes)	71	71	71	71	71
Average duration of unplanned water supply interruptions (minutes)	75	75	75	75	75
Average duration of planned water supply interruptions (minutes)	145	145	145	145	145
<b>Sewerage</b>					
Maximum number of sewer blockages a customer should experience in any 12-month period	3	3	3	3	3
Average time to attend sewer spills and blockages (minutes)	35	35	35	35	35
Average time to rectify a sewer blockage (minutes)	80	80	80	80	80
Maximum time taken to contain a sewer spill (minutes)	300	300	300	300	300

Note: Numbers have been rounded.

## 2. APPROVED GUARANTEED SERVICE LEVEL SCHEMES

For the purpose of clause 20, the service level obligations and corresponding payment for East Gippsland Water are Essential Service Commission approved guaranteed service level schemes.

### GUARANTEED SERVICE LEVELS

Reliable services, done well	
1.	In the event of a sewerage spill within a customer's house, which is caused by us, there will be a \$1,000 cash payment to the home occupier affected.
2.	Will notify customers of planned interruptions to their water supply at least 48 hours in advance. If the organisation fails to do this, a rebate of \$65 will be applied to the bills of affected customers.
3.	If a planned interruption exceeds the period specified in the notice, affected customers will have a \$65 rebate applied to their bill.
Fair prices for all	
4.	We will not restrict a residential customer's water supply or take legal action against the customer before all reasonable efforts have been made to contact them and provide information about help available if they are experiencing financial difficulties* If East Gippsland Water fails to do this, a rebate of \$300 will be applied to the customer's bill.
Improved environmental outcomes	
5.	We are striving for net zero greenhouse gas emissions by 2035 and will provide a six-monthly update on progress against our targets to the community. There will be a written public apology if this update is not provided.
Prepared for population growth and a changing climate	
6.	We have committed \$90,000 each year from 2023-2028 to provide water effectivity rebates. This program will help customers reduce water consumption by providing incentives to save water. The program would encourage customers to claim rebates on possible water efficient products (dollar dependent). The allocation of funds for this project will be reported on at least annually. Any unspent money will be safeguarded for use only on the program. Any unspent money at the end of the 5-year period will be allocated back to customers in the next price review.