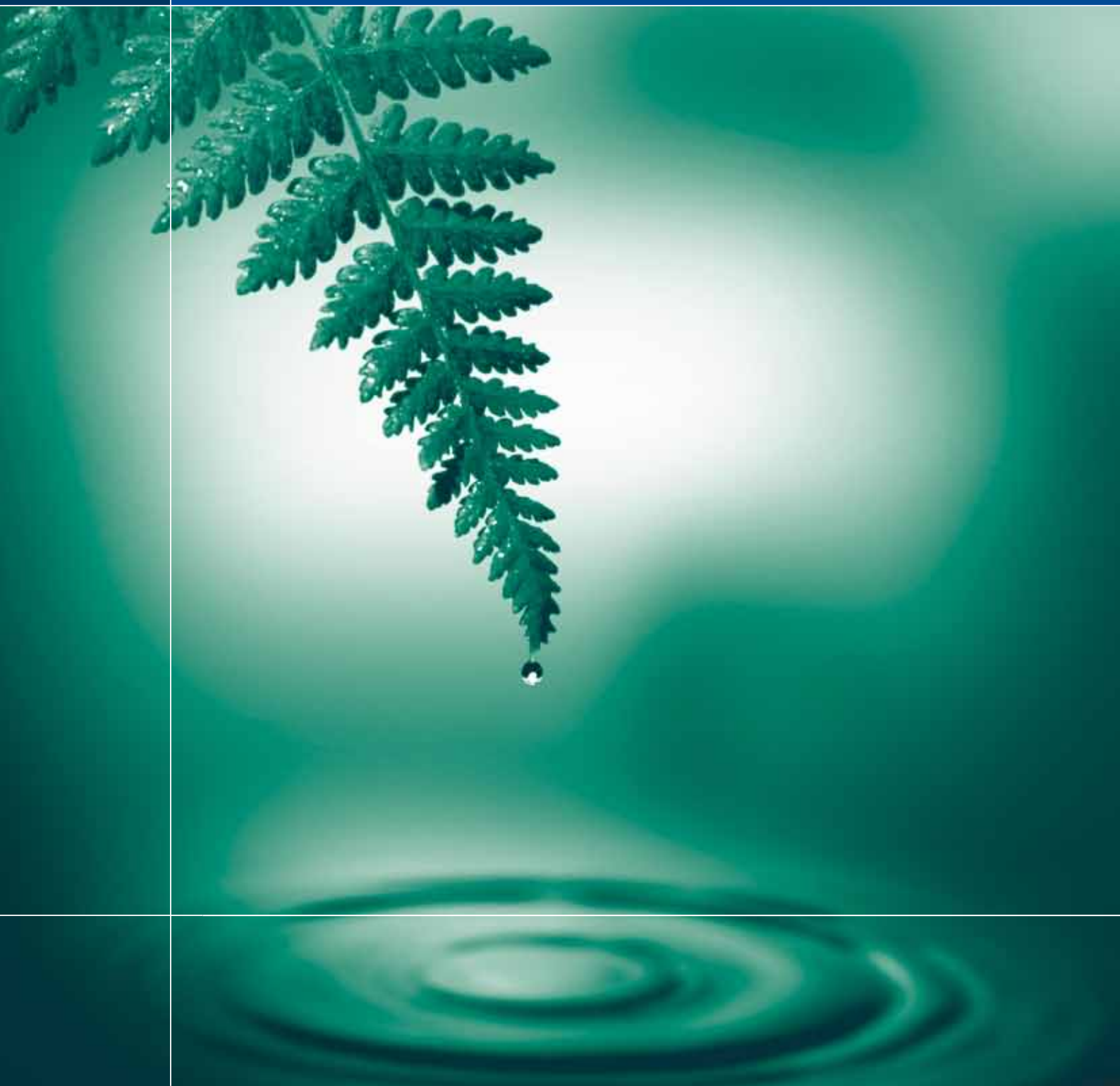




Customer Service Charter

DELIVERING ON OUR PROMISES



CONTENTS

PART A INTRODUCTION	1	8	Quality of supply	11
PART B STANDARDS AND CONDITIONS OF SERVICE AND SUPPLY	2	8.1	Product quality	11
1 Connection and service provision	2	8.2	Delivery quality (flow rates)	11
1.1 Obligation to provide service	2	8.3	Testing	12
1.2 Rights to water services	2	8.4	Rectification	12
1.3 Obligation to connect	2	9	Reliability of supply	12
1.4 Provision of Class A Recycled Water - Residential Customers	2	9.1	Obligation to provide reliable services	12
1.5 Limits on recycled water services	2	9.2	Unplanned interruptions – response	12
1.6 Right to collect rainwater, install a composting toilet and recycle domestic wastewater	3	9.3	Bursts, leaks, blockages and spills	12
2 Charges	3	9.4	Planned interruptions – information and response	13
2.1 Charges	3	9.5	Special needs	13
2.2 Variation	3	9.6	Drought and emergencies	13
2.3 Schedule of charges	3	10	Disconnection	13
3 Complaints and disputes	3	10.1	Permitted disconnection	13
3.1 Complaints and disputes policy	3	10.2	Reconnection	14
3.2 Resolution of disputes	4	11	Meters	14
4 Billing	4	11.1	Testing	14
4.1 Billing cycle	4	12	Works and maintenance	14
4.2 Meter readings	4	12.1	Quality improvement programs	14
4.3 Special meter readings	4	12.2	Notice of planned construction works and property entry	15
4.4 Issue of bills	5	12.3	Worker identification	15
4.5 Content of bills	5	12.4	Keys held by Western Water	15
4.6 Presentation of charges	5	12.5	Restoration of works area	16
4.7 Presentation of customer water usage	6	13	Guaranteed Service Levels	16
4.8 Adjustment of bills	6	14	Information	16
5 Payments	6	14.1	Enquiries	16
5.1 Due dates	6	14.2	Fees for information or advice	16
5.2 Payment methods	6	14.3	Permitted use	16
5.3 Concessions	7	14.4	Recycled water	16
5.4 Flexible payment plans	7	14.5	Trade waste	17
5.5 Payment difficulties	7	14.6	Sustainable use of water	17
5.6 Hardship policy	8	14.7	Water reuse	17
6 Collection	9	14.8	Billing history	17
6.1 First reminder	9	14.9	Regulatory information	17
6.2 Attempts to contact	9	14.10	Communication assistance	17
6.3 Warnings	9	14.11	Customer obligations	17
6.4 Content of Final Notices and Notices Before Restriction	9	14.12	Notification to customers	18
6.5 Dishonoured payment	9	14.13	Customer obligations Class A Recycled Water	18
7 actions for non-payment	9	14.14	Customer obligations Class B and C Recycled Water	18
7.1 Restriction and legal action	9	14.15	Privacy	18
7.2 Limits on restriction and legal action	10	14.16	Summary of Customer Service Charter	19
7.3 Additional limits on restriction	10	14.17	Provision of Customer Service Charter or Summary	19
7.4 Removal of restrictors	11	14.18	Notification of variation	19
7.5 Power of sale or transfer	11	PART C DEFINITIONS	20	
		PART D FURTHER INFORMATION	23	
		ATTACHMENT SERVICE STANDARDS and GUARANTEED SERVICE LEVELS	24	

PART A

INTRODUCTION

Western Water's Customer Service Charter has been developed according to the requirements of the Customer Service Code issued by the Essential Services Commission (ESC) and in accordance with clause 15 of the Water Industry Regulatory Order.

Purpose

The purpose of this Customer Service Charter is to specify standards and conditions that Western Water will abide by in providing basic water supply services intended for drinking water, reticulated recycled water services and sewerage services. The Charter does not apply to the supply of water services for irrigation, diversion services, stock and domestic use and irrigation drainage.

Amendment to this customer Service Charter

Western Water's Customer Service Charter may be amended:

- a) by direction of the ESC;
- b) following consultation with customers, stakeholders and
- c) following approval by the ESC.

At all times the Customer Service Charter will reflect the requirements of the Customer Service Code issued by the ESC.

Commencement

This Customer Service Charter was updated in July 2008 to reflect changes incorporated in the 2008-2013 Water Plan.

Separate written agreements

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

A separate written agreement for the provision of a service made after 1 November 2004 need not comply with the Customer Service Code if the agreement does not extend beyond 30 June 2005.

A separate written agreement made after 1 November 2004 for the provision of a service cannot reduce the rights of a customer unless Western Water can demonstrate that meeting Customer Service Code requirements is not practical and Western Water expressly identifies significant departures from this Customer Service Code to the customer in writing.

The Customer Service Code only applies to recycled water to the extent that Western Water provides piped reticulated recycled water from Western Water recycling plants.

PART B

STANDARDS AND CONDITIONS OF SERVICE AND SUPPLY

1 Connection and service provision

1.1 Obligation to provide service

If a customer's property is connected to Western Water's system, Western Water will provide the relevant service in accordance with this Customer Service Charter, the Customer Service Code and the *Water Act 1989*.

1.2 Rights to water services

Western Water will ensure that the water supplied:

- meets customers' reasonable needs for general urban use;
- meets minimum flow rates for such uses; and
- meets quality standards set by Government.

1.3 Obligation to connect

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

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

1.4 Provision of Class A Recycled Water - Residential Customers

In some regions Class A recycled water may be available for supply to residential customers for toilet flushing, garden watering and other specific approved domestic uses.

Detailed permitted uses will be advised to customers upon application to connect to

a Class A recycled water service.

Class A recycled water is supplied via a separate purple water pipe system with a separate meter.

Upon approval to receive Class A water:

- The builder's plumber is required to install both drinking water and recycled water meter assemblies.
- Western Water will fit both meters.
- Western Water will lock the recycled water meter assembly inlet valve in the closed position until the recycled water plumbing is commissioned by the Plumbing Industry Commission;
- Mandatory Plumbing Industry Commission plumbing inspections will ensure there are no cross connections between drinking and recycled water and all requirements of the Recycled Water Plumbing Guide for the plumbing installation have been met.

Other classes of recycled water may be supplied to certain customers. These are subject to individual contracts or supply agreements with Western Water.

1.5 Limits on recycled water services

Western Water may refuse to provide a recycled water service if the customer has not:

- entered into a recycled water supply agreement or contract in a form acceptable to Western Water; or
- otherwise received the consent of Western Water.

Western Water may discontinue a recycled water service if the customer breaches the permitted use rules.

Western Water will advise customers of the standards and requirements necessary for

entering into a recycled water agreement or obtaining consent.

1.6 Right to collect rainwater, install a composting toilet and recycle domestic wastewater

Western Water will not prevent customers collecting and storing rainwater for their own use (eg: watering gardens) provided they do not connect this supply to the mains pressure water supply to their home.

Customers may recycle domestic wastewater (other than wastewater from a toilet or a kitchen) for non-drinking purposes or install a composting toilet, which does not require connection to the water or sewerage system.

Before customers collect rainwater, install a composting toilet or recycle domestic wastewater, they need to be aware of the possible health problems and the risk of flooding. Customers should also ask their local Council whether they need the Council's approval. Customers should meet the requirements of the *Building Act* 1993 regarding any plumbing work.

2 Charges

2.1 Charges

Western Water will apply reasonable fixed and variable charges in accordance with:

- a) the Water Act; and
- b) any relevant determination by the Essential Services Commission (ESC).

2.2 Variation

Western Water may vary charges to customers, subject to its approved service standards, the Water Act and any relevant determination by the ESC.

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

Western Water will publish a statement detailing variation of charges for services in a newspaper generally circulating in its service area before the variation takes effect.

Western Water may calculate a pro rata charge to effect a variation in charges where the variation date falls within a billing period.

2.3 Schedule of charges

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

3 Complaints and disputes

3.1 Complaints and disputes policy

Western Water will comply with its Complaints Handling Policy when dealing with complaints or disputes from customers and others affected by Western Water's operations. Customers may obtain a copy of the policy upon request.

This policy includes:

- a) that if a reply is required or requested, Western Water will respond as soon as possible but within 10 business days of receipt of the complaint or inquiry;
- b) that a reply to a customer's inquiry or complaint will deal with the substance of the inquiry or complaint or tell the customer when he / she will receive such a reply if the inquiry or complaint is complex;
- c) Western Water will give the reasons for a decision to the complainant, including details of the legislative or policy basis for the reasons if appropriate;
- d) a dispute resolution procedure providing:
 - 1) the opportunity to raise the complaint to a higher level such as a Team Leader, Manager or General Manager;

2) information about referral to the Energy and Water Ombudsman (Victoria) (EWOV) (refer to page 24 for contact details) or any other relevant external dispute resolution forum in the event that the customer has raised the complaint to a higher level and is not satisfied with Western Water's response;

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

Western Water will keep a record of all complaints and responses to those complaints in accordance with the relevant Public Record Office Standard General Disposal Schedule for the Records of Water Authorities.

3.2 Resolution of disputes

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

For the purposes of clause 3.1(e), Western 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:
 - 1) sought a further review under this clause;

or

2) lodged a claim with EWOV or another external dispute resolution forum.

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

4 Billing

4.1 Billing cycle

Western Water will bill its customers three times a year (as agreed with the ESC), or more frequently if agreed with the customer. Western Water will bill customers annually for the Melbourne Water Waterways charge on behalf of Melbourne Water, or more frequently if agreed with the customer.

Western Water may bill commercial customers or other customers with high water or recycled water usage, or high trade waste or sewage disposal more frequently, if agreed with the customer.

4.2 Meter readings

Western Water will use reasonable endeavours to ensure that all customers have an actual meter reading every billing cycle. Where circumstances prevent routine meter readings, Western Water will read the meter/s at least once every 12 months provided access is available.

4.3 Special meter readings

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

Western Water will calculate the outstanding charges by:

- a) arranging for a special meter reading where possible; or by
- b) providing an estimated bill at no charge.

Western Water will recover reasonable costs from customers for this information only if a special meter reading is requested for a meter 32mm or larger.

4.4 Issue of bills

Western Water may issue a bill to:

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

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

4.5 Content of bills

A bill issued by Western 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 at which the charges in the bill relate;

d) the date on which the meter was read, or if the reading is an estimation, a clear statement that the reading is an estimation;

e) the amount the customer is required to pay;

f) the date by which the customer is required to pay;

g) the ways in which the customer can pay the bill;

h) information about help that is available if the customer is experiencing difficulties paying;

i) Western Water's contact number for account and general enquiries and a 24 hour emergency telephone service number;

j) referral to interpreter services offered by Western Water;

k) any outstanding credit or debit from previous bills;

l) the total of any 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; and

n) the average daily rate of water or recycled water use at the property for the current billing period.

4.6 Presentation of charges

A bill issued by Western Water will 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; and
- d) any other charges.

4.7 Presentation of customer water usage

A bill issued to a residential customer will display a graphical illustration of the customer's current water and recycled 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 usage for the same period of the previous year; and
- c) a comparison with the average usage for other customers in the customer's neighbourhood.

4.8 Adjustment of bills

Western Water may recover from a customer an amount undercharged if:

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

- d) it allows the customer to pay the amount to be recovered through Western Water's flexible payment plan in accordance with clause 5.4.

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

If Western 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

Western Water will not require customers to pay the amount in a bill less than 28 days from the date of issue.

5.2 Payment methods

Western Water will accept payment from customers by various methods, but not limited to, the following:

- a) in person at our Sunbury Office at 36 Macedon Street, Sunbury;
- b) at a post office;
- c) by telephone (131 816) using a credit card;
- d) by Internet using our website, Auspost's website, or using Bpay;

- e) by a deduction through a provider of income support e.g. Centrepay;
- f) by mail addressed to PO Box 2371 Sunbury DC, Vic 3429;
- g) by direct payment (direct debit) from your Bank account;
- h) in advance as agreed with Western Water.

Payment methods may vary from time to time, but will remain consistent with the requirements of the Customer Service Code. Customers will be advised prior to any changes.

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

5.3 Concessions

Western Water will credit any State Government concession to which a customer is entitled if advised of the entitlement by the customer.

5.4 Flexible payment plans

Western Water will make flexible payment plans available to customers in accordance with the customer's capacity to pay.

A flexible payment plan will:

- a) state how the amount of the payments has been calculated;
- b) state the period over which the customer will pay the agreed amounts;
- c) specify an amount to be paid in each period;
- d) be able to be renegotiated at the request of a customer if there is

a demonstrable change in their circumstances; and

- e) be confirmed in writing to the customer prior to or as soon as practicable after the flexible payment plan commences.

Western 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 reasonable assurance¹ to Western Water that he/she will comply with the plan.

5.5 Payment difficulties

Western Water will assist customers on a case-by-case basis who have payment difficulties by:

- a) making provision for alternative payment arrangements in accordance with a customer's capacity to pay including:
 - 1) offering a range of payment options, including flexible payments in accordance with clause 5.4; or
 - 2) redirection of the bill to another person for payment provided that person agrees in writing;
- b) where the agreement is between Western Water and the customer, written confirmation of an alternative payment method will be sent to the customer within 10 business days of an agreement being reached;
- c) where the agreement involves a third party acting on behalf of the customer, Western Water will provide all necessary information to the third party within 10 business days,

¹ reasonable assurance means a fair and reasonable expectation (based on all the circumstances leading to and which are anticipated to follow) that the customer will meet the terms on an offer

provided the customer agrees in writing;

- d) offering to extend the due date for some or all of an amount owed; and
- e) where appropriate, referring customers to:
 - 1) Government funded assistance programs (including the Utility Relief Grant Scheme); or
 - 2) an independent financial counsellor at no cost to the customer.

5.6 Hardship Policy

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

Without limiting this general obligation, the Hardship Policy:

- a) provides internal assessment processes:
 - 1) to determine a customer's eligibility using objective criteria¹ as indicators of hardship;
 - 2) designed to make an early identification of a customer's hardship; and
 - 3) to determine the internal responsibilities for the management, development, communication and monitoring of the policy;
- b) provides for staff training about Western Water's policies and

procedures and to ensure customers in hardship are treated with sensitivity and without making value judgements;

- c) exempts customers in hardship from supply restriction, legal action, and additional debt recovery costs while payments are made according to an agreed flexible payment plan or other payment schedule;
- d) offers a range of payment options in accordance with the customer's capacity to pay;
- e) provides that where the agreement is between Western Water and the customer, written confirmation of an alternative payment will be sent to the customer within 10 business days of an agreement having been reached;
- f) provides that where the agreement involves a third party acting on behalf of the customer, Western Water will provide all necessary information to the third party within 10 business days provided the customer agrees in writing;
- g) offers information and referral to Government assistance programs (including the Utility Grant Relief Scheme) and no-cost independent financial counsellors;
- h) offers information about Western Water's complaints procedure, and the customer's right to lodge a complaint with EWOV if their hardship claim is not resolved to their satisfaction by Western Water;
- i) offers information on how to reduce water usage and improve water efficiency and referral to relevant

¹ Criteria may include, but not be limited to a customer's eligibility for concessions, a customer's status as a tenant, previous customer applications for the Utility Relief Grant Scheme, a customer's previous payment history and appropriate self assessment by the customer.

Government Water Efficiency Programs (including the Smart Homes Program);

- j) details the circumstances in which the policy will cease to apply to customers;
- k) provides for a review mechanism and its associated procedures.

Western Water will review its Hardship Policy in consultation with Financial Counsellors at least every three years.

6 Collection

In managing overdue accounts Western Water will follow its Collections Policy. A copy of the Collections Policy is available upon request.

6.1 First reminder

If a customer fails to pay by the required date stated on the bill, Western Water will send a reminder called a Final Notice.

6.2 Attempts to contact

If the customer fails to pay within seven days of issuing a Final Notice, Western Water will attempt to contact the customer by telephone or letter two times within 15 days if the amount continues to remain outstanding.

6.3 Warnings

At least seven days prior to taking action for non-payment as detailed in clause 7, Western Water will send a Notice Before Restriction that:

- a) specifies any assistance that is available to the customer, including information about EWOV and Western Water's Hardship Policy;
- b) advises the customer that the bill is

overdue and must be paid for the customer to avoid legal action or supply restriction; and

- c) cautions that, if legal or restriction action is taken, the customer may incur additional costs in relation to those actions.

6.4 Content of Final Notices and Notices Before Restriction

Final Notices and Notices Before Restriction will contain all the information listed in clause 4.5 except information about meter readings, usage, previous bills, past payments and neighbourhood consumption.

6.5 Dishonoured payment

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

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

7 Actions for non-payment

7.1 Restriction and legal action

Western Water may take legal action or restrict a customer's water or recycled water services for non-payment if:

- a) more than 14 days have elapsed since the issue of the Final Notice referred to in clause 6.1;
- b) the customer has been sent the Notice Before Restriction referred to in clause 6.3 including information about Western Water's Hardship Policy and other programs that are available to

- help people with payment difficulties;
- c) Western Water or its agent has attempted to make contact on at least two occasions with the customer 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 a restrictor; and
- e) the customer has:
 - 1) been offered a flexible payment plan under clause 5.4 and the customer has refused or has failed to respond; or
 - 2) agreed to a flexible payment plan and has failed to comply with the arrangement.

7.2 Limits on restriction and legal action

Western 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 \$120 unless the customer has failed to pay consecutive bills in full over a period of not less than 12 months;
- b) the customer is eligible for and has lodged an application for a Government funded concession 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:
 - 1) the amount unpaid is owed by the landlord; or

- 2) the tenant has an undecided claim against the landlord in the Victorian Civil and Administrative Tribunal;

- e) the amount in dispute is subject to an unresolved complaint procedure in accordance with Western Water's Complaints Policy.

This clause does not restrict Western Water's rights under the Water Act to pursue a debt owed to it by a person who is no longer a customer.

7.3 Additional limits on restriction

Western 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 3.00 p.m.;
- b) the customer is registered as a special needs customer under clause 9.5;
- c) the restriction may cause a health hazard having taken into consideration any customer concerns; or
- d) it is a day of Total Fire Ban declared by the Country Fire Authority in the area in which the property is located.

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

7.4 Removal of restrictors

Western Water will restore a service restricted under this clause within 24 hours of becoming aware that the reason for restriction no longer exists.

Western Water may impose a reasonable charge for the removal of restrictors.

7.5 Power of sale or transfer

If an amount owed by a customer to Western Water remains outstanding for 33 months, and Western Water intends to exercise its power of sale or transfer in accordance with the Water Act, it will notify the customer of:

- a) its powers under the Water Act to sell or transfer the property;
- b) details of the debt that gives rise to the proposed sale or transfer;
- c) when it intends to exercise its power of sale or transfer; and
- d) the process and consequences of those actions.

Western Water will not sell or transfer a property that is a customer's principal residence unless it is a Western Water owned property.

8 Quality of supply

8.1 Product quality

Western Water is required to comply with all applicable requirements of Health and Environmental Regulation.

In addition to these requirements, Western Water will provide a service in accordance with any commitments in Western Water's approved service standards.

8.2 Delivery quality (flow rates)

Western Water will ensure that a customer's water and recycled water supply meets the minimum flow rates specified in the attached table, except to the extent that:

- a) a property owner's infrastructure falls short of the required condition;
- b) a service is provided via a private extension;
- c) there is a drought or an emergency;
- d) there is a water shortage due to peak 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 a Western Water's permitted use rules;
- h) supply is restricted or disconnected in accordance with this Customer Service Charter; or
- i) the Water Act provides.

Minimum flow rates:

Diameter of Property Service pipe	20mm	25mm	32mm	40mm	50mm
Minimum flow rates (litres per minute)	20	35	60	90	160

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

8.3 Testing

Western Water will test flow rates and water quality for compliance with clauses 8.1 and 8.2 upon a request by the customer.

Western Water:

- a) will advise the customer prior to the test that a reasonable charge may be imposed if the test demonstrates compliance with clauses 8.1 and 8.2;
- b) will pay the cost of a test if the test demonstrates that Western Water is not complying with clauses 8.1 and 8.2; and
- 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

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

9 Reliability of supply

9.1 Obligation to provide reliable services

Western Water will develop and implement plans, systems and processes to manage its assets to provide reliable services. Western Water will communicate with customers regarding interruptions to service and will explain the reasons if standards are not met.

9.2 Unplanned interruptions – response

Western Water will comply with standards specified in its Water Plan and approved by the ESC including:

- a) In most cases, customers will receive uninterrupted water supply all year.
- b) Western Water will attend water bursts, leaks, and sewer spills/blockages within

30 minutes on average (25 minutes for water and 30 minutes for sewer) for high priority events and within 95 minutes on average for the lowest priority events.

- c) Western Water will restore a water or recycled water interruption to supply within 90 minutes on average and clear a sewer blockage in its pipes within 103 minutes on average.
- d) All sewer spills will be contained within five hours.
- e) Western Water will make available emergency supplies of drinking water.

Full details of service standards approved by the ESC are in the Attachment to this Customer Service Charter.

9.3 Bursts, leaks, blockages and spills

In the event of a burst, leak or blockage in its system, Western 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:
 - customers;
 - others affected by the failure;
 - property; and
 - the environment;
- c) provide information about any unplanned interruption to a service through a 24-hour telephone facility, which advises callers of the estimated duration of any interruption;
- d) ensure that, in the event that a sewage spill occurs on a customer's property, damage and inconvenience to customers and others affected is minimised; and

- e) ensure that a sewage spill is promptly contained, cleaned up and the affected area disinfected.

9.4 Planned interruptions – information and response

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

Western Water has policies, practices and procedures to ensure customers have access to emergency supplies of drinking water in the event of a planned interruption to water services.

Ninety percent of planned interruptions will be complete in less than 5 hours.

9.5 Special needs

Western Water will keep a register of customers who require water for:

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

Western Water will contact customers registered under this clause:

- a) at least four business days before a planned interruption unless a longer period of notice is requested by a customer in which case that longer notice must be given if it is reasonably necessary and able to be accommodated by Western Water, and
- b) as soon as possible in the event of an unplanned interruption to services.

In all cases, Western Water will endeavour to minimise inconvenience to these customers.

For further information on Western Water's Customer Service Charter, please contact Western Water on 1300 650 422 or www.westernwater.com.au

9.6 Drought and emergencies

Western Water may restrict or prohibit the supply or use of water in accordance with the Water Act, including:

- a) an approved drought response plan or by-laws for water restrictions;
- b) an approved emergency management plan;
- c) an approved Permanent Water Saving Plan; and
- d) any lawful direction of a bulk supplier or the Minister.

10 Disconnection

10.1 Permitted disconnection

Subject to Clause 7.2 of this Customer Service Charter, Western Water will only disconnect a customer's property relating to a particular service in one of the following circumstances:

- a) upon a reasonably supported request from the customer;
- b) in the case of a recycled water service or a sewerage service – for a repeated or material breach of the permitted use rules;
- c) for an urgent health or safety reason;
- d) for a material breach of the Water Act by the customer;
- e) the property owner's infrastructure being unfit for safe or efficient continued provision of the service; or
- f) otherwise as permitted by the Water Act.

Western Water may impose a reasonable charge for disconnection.

10.2 Reconnection

Western Water will reconnect a customer's property disconnected under this clause promptly 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 Western Water; and
- c) payment by the customer of any reasonable charge imposed by Western Water.

Western Water may impose a reasonable charge for a reconnection.

11 Meters

11.1 Testing

Water meters will satisfy the applicable standards required by the *Utility Meters (Metrological Controls) Act 2002* and Trade Measurement Victoria. Western Water may arrange to conduct tests from time to time to ensure the meters comply with these standards.

Upon request by a customer, Western Water will perform a test to ascertain whether the meter is accurate.

Western Water will arrange for a further offsite independent test if requested by the customer.

In the event that either test demonstrates that the meter is reading high, Western Water will:

- a) rectify the inaccurate meter;

- b) pay the cost of the test, and

- c) adjust the usage account accordingly.

In the event that the off site independent test demonstrates compliance with the applicable standards, or that the meter is reading low, Western Water may:

- a) impose on the customer a reasonable charge for the cost of the test; and

- b) may replace the meter.

12 Works and maintenance

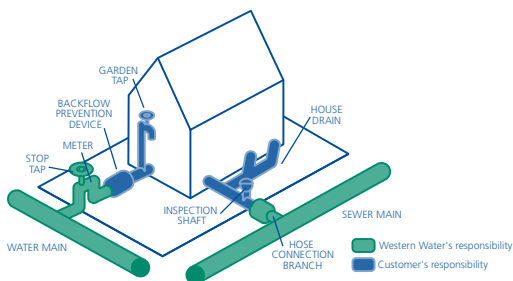
12.1 Quality improvement programs

Western Water implements programs to maintain its systems in accordance with its approved service standards and requirements of the Water Act.

In addition to this general system obligation Western Water will:

- a) locate the water meter as near as practicable to the Western Water water main;
- b) maintain the property service pipe if it is 25 mm diameter or less up to:
 - i) the meter assembly; or
 - ii) if no meter is installed, the property boundary.
- c) maintain any galvanised iron property service pipe for which they have maintenance obligations under (b) if it is leaking.

Any assets or pipes on the customer's side of the meter are the property owner's responsibility to maintain. Refer to the following diagram.



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

Customers are responsible for safe custody of the water meter and for providing a minimum of 100 mm clearance around the meter and underneath to allow suitable access for Western Water staff and contractors to the meter, and the connection to the water and/or sewer main.

12.2 Notice of planned construction works and property entry

Western Water will provide at least two business days notice to customers and others who are likely to be affected by planned construction works.

Western Water will notify customers whenever possible when it needs to enter their property in order to inspect or maintain its systems or the customer's infrastructure in the event of an emergency.

Western Water need not notify customers for meter readings or trade waste inspections. Trade waste inspections will be made during times Western Water reasonably believes the property is in

operation, except in an emergency.

12.3 Worker identification

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

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

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

12.4 Keys held by Western Water

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

12.5 Restoration of works area

Western Water will, where applicable, restore an area that has been affected by maintenance or construction works, including:

- the removal of rubbish and equipment unless otherwise agreed with the customer; and
- the restoration of the street or property as near as possible to the state it was in prior to the works being done.

13 Guaranteed Service Levels

Western Water is committed to high standards of performance. Guaranteed Service Level (GSL) payments are financial

payments, which will be made to any customer who experiences service levels that do not meet defined service thresholds.

Whenever Western Water becomes aware that a specific GSL has not been met and provided the event is not caused by, or is the responsibility of the customer or a third party;

- a) Western Water will automatically apply a GSL rebate and
- b) Western Water will apply the GSL rebate to the customer's next regular water account.

See attachment for specific GSLs.

14 Information

14.1 Inquiries

Western Water will provide the following information to customers through Western Water's Customer Service Contact Centre:

- a) account information;
- b) bill payment options;
- c) concession entitlements;
- d) programs available to customers who are having payment difficulties, including Western Water's Hardship Policy;
- e) information about Western Water's Collections Policy;
- f) information about Western Water's complaint handling procedures; and
- g) information about the EWOV Scheme.

14.2 Fees for information or advice

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

14.3 Permitted use

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

- a) health regulation and environmental regulation;
- b) clause 1.4 in respect of recycled water.

14.4 Recycled water

Western Water will advise customers about permitted uses of Class A, Class B and Class C Recycled Water upon request or once an application to receive recycled water has been lodged. A residential guide to 'Recycled water in the home' will be issued once Western Water has received an application for Class A water or a change of ownership notification.

14.5 Trade waste

Western Water will advise customers of the standards and requirements necessary for entering a Trade Waste agreement or obtaining consent to dispose of trade waste.

14.6 Sustainable use of water

Western Water will ensure that an up-to-date copy of its Permanent Water Saving Plan (which includes the Permanent Water Saving Rules) is available at its office during business hours for inspection upon request.

Western Water will provide information to customers about services that may be restricted due to drought or emergency, and penalties that may apply under Western Water's Permanent Water Saving Rules and Restriction By-Law.

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

14.7 Water reuse

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

14.8 Billing history

Upon request by a customer, Western Water will provide the customer's account and usage history for the preceding three years within 10 business days, or other period by agreement.

Western 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 Record Office Standard General Disposal Schedule for the Records of Water Authorities.

14.9 Regulatory information

Western 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 and this Customer Service Charter.

14.10 Communication assistance

Western Water will provide, or provide access to, an interpreter service and a TTY (Telephone Typewriter Service) for speech and hearing impaired customers.

Western Water will provide upon request, its Customer Service Charter in languages other than English to the extent required under the guidelines issued by the Victorian Office of Multicultural Affairs.

14.11 Customer obligations

Customers have certain obligations under the Water Act. Some of these obligations include (but are not limited to):

- a) to pay charges incurred when vacating a property (Western Water may continue to charge the customer if it is not notified within 48 hours that the customer is vacating the property);
- b) to ensure the safe custody of the meter and the accessibility of the meter by Western Water at any time;
- c) to maintain the property owner's infrastructure upon notice by Western Water;
- d) to remove trees upon request of Western Water;
- e) to seek the consent of Western Water for any building or construction work which might interfere with a Western Water service or system;
- f) to not alter any works connected to Western Water's works without Western Water's consent;
- g) to observe restrictions imposed by Western Water in accordance with the Water Act;
- h) to comply with permitted use rules for recycled water;
- i) comply with By-Laws issued by Western Water in accordance with the Water Act.

Western Water will use reasonable endeavours to keep each customer informed of the customer's material obligations under the Water Act.

14.12 Notification to customers

Western Water may, by notice, or in accordance with the Water Act, require a property owner to allow access for Western Water's representative to enter the customer's property to:

- a) maintain the property owner's infrastructure;
- b) remedy a contravention of the Water Act; or
- c) remove a tree that is obstructing or damaging its system.

14.13 Customer obligations Class A recycled water

In supplying Class A recycled water to a customer, Western Water expects customers to:

- a) Perform an annual cross connection check as advised in the residential guide 'Recycled water in the home';
- b) Ensure that recycled water is used only as recommended by Western Water;
- c) Advise all visitors to their property that recycled water is in use;
- d) Ensure that their plumber is licensed with Plumbing Industry Commission (PIC);
- e) Replace any missing or damaged 'Recycled water not for drinking signs';
- f) Provide access for Western Water employees to inspect the connection at an

agreed time;

g) Not remove or replace recycled water taps with conventional taps;

h) Protect water meters from damage.

14.14 Customer obligations Class B and C recycled water

Customers are obligated to adhere to contractual arrangements, including restrictions on permitted uses.

14.15 Privacy

Western Water will keep information about customers confidential and will comply with the *Information Privacy Act (Vic) 2000* and any guidelines issued by the Victorian Privacy Commissioner. Copies of Western Water's Personal Privacy Charter, developed in accordance with this legislation and the guidelines, can be obtained from Western Water.

14.16 Summary of Customer Service Charter

Western Water will summarise the contents of its Customer Service Charter, which will include advice on:

- a) the issuing of bills;
- b) the types of charges;
- c) the payment of accounts;
- d) concessions and assistance available to customers;
- e) key service standards (eg: quality and reliability);
- f) the maintenance responsibilities of Western Water;
- g) inquiry and complaint handling details, including contact details for EWOV;

- h) privacy information in accordance with privacy legislation;
- i) contact details for Western Water; and
- j) where a copy of Western Water's Customer Service Charter may be obtained from Western Water.

14.17 Provision of Customer Service Charter or summary

Western Water will provide a copy of the Customer Service Charter or a summary of the Customer Service Charter:

- a) to existing customers with the first bill after it has been approved by the ESC; and
- b) to new customers within one month of becoming a customer of Western Water in respect of a property.

14.18 Notification of variation

If Western Water materially changes its Customer Service Charter, it will inform each customer on or with the next bill sent to the customer that the Customer Service Charter has changed and that details of the change/s are available on its website or upon request.

PART C

DEFINITIONS

“approved service standards” means standards and conditions of service and supply approved by the ESC under clause 15 of the Water Industry Regulatory Order and reflected in Western Water’s Water Plan.

“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, usually 4 months.

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

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

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

“customer” means a person who is:

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

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

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

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

“inquiry 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 30th June.

“flexible payment plan” means a plan for making regular payments towards Western Water’s charges as agreed by Western Water and the customer.

“GSL rebate” means any form of payment or compensation made to a customer by Western Water due to a breach of the water business’s stated obligations under a Guaranteed Service Level scheme as approved by the Essential Services 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 or recycled water supply, a total loss of flow from Western 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’.

“occupant” 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 Western Water, for the period of such registration; or

b) the property owner.

“permitted use rules” means Western Water’s requirements under clause 14.3.

“permanent water saving rules” means rules introduced under section 170A of the *Water Act 1989* for the promotion of ongoing water conservation practices.

“planned construction works” means major maintenance, construction or other activities undertaken in relation to Western Water’s system, which are planned, scheduled or known about in advance by Western Water. Planned construction works may result in planned interruptions.

“planned interruption” means a scheduled interruption to a service to a customer, which

is caused by Western 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 assurance” means a fair and reasonable expectation (based on all the circumstances leading to, and which are anticipated to follow) that the customer will meet the terms of an offer.

“reasonable charge” means a fee or charge determined in a manner consistent with any determination or guideline of the ESC.

“recycled water” means water sourced from a Western Water recycled water plant, that has been treated to the appropriate Class level for its intended use and approved by the appropriate regulatory agency. Class A recycled water, Class B recycled water and Class C recycled water are commonly recognised classes of recycled water in Victoria.

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

“system” means Western Water’s physical infrastructure for providing a water supply service, a recycled water service or a trade waste or sewerage service.

“trade waste” means any water-borne waste as prescribed under the *Water Act 1989*.

“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

Western Water's system or a fault, which is the maintenance responsibility of Western Water according to clause 12 of this Customer Service Charter.

"Water Act" means the relevant requirements contained in or made under the *Water Act 1989*.

PART D

FURTHER INFORMATION

WESTERN WATER

Telephone 1300 650 422

Facsimile 03 9218 5444

Email mail@westernwater.com.au

Website www.westernwater.com.au

Administration centre
36 Macedon Street
Sunbury VIC 3429

Mail
Western Water
PO Box 2371
Sunbury DC VIC 3429

ENERGY AND WATER OMBUDSMAN (VICTORIA) (EWOV)

Telephone 1800 500 509

Mail
GPO Box 469
Melbourne VIC 3001

ESSENTIAL SERVICES COMMISSION (ESC)

Telephone 03 9651 0222

Email reception@esc.vic.gov.au

Mail
Level 2/35 Spring St
Melbourne VIC 3000

TELEPHONE TYPEWRITER SERVICE (TTY)

Telephone 133 677

ATTACHMENT

SERVICE STANDARDS

WATER SERVICE		Unit	2008/09	2009/10	2010/11	2011/12	2012/13
Unplanned water supply interruptions	Per 100 km		22.0	21.5	21.0	20.5	20.0
Average time taken to attend bursts and leaks (Priority 1)	Minutes		25.0	25.0	25.0	25.0	25.0
Average time taken to attend bursts and leaks (Priority 2)	Minutes		25.0	25.0	25.0	25.0	25.0
Average time taken to attend bursts and leaks (Priority 3)	Minutes		95.0	95.0	92.0	92.0	90.0
Unplanned water supply interruptions restored within 5 hours	%		98.0	98.0	98.0	98.0	98.0
Planned water supply interruptions restored within 5 hours	%		90.0	90.0	90.0	90.0	90.0
Average unplanned customer time off water supply	Minutes		13.5	13.5	13.5	13.5	13.5
Average planned customer time off water supply	Minutes		11.0	10.0	9.0	7.5	6.0
Average frequency of unplanned water supply interruptions	Number		0.2	0.2	0.2	0.2	0.2
Average frequency of planned water supply interruptions	Number		0.1	0.1	0.1	0.1	0.1
Average duration of unplanned water supply interruptions	Minutes		90.0	90.0	90.0	90.0	90.0
Average duration of planned water supply interruptions	Minutes		220.0	200.0	180.0	150.0	120.0
Customers experiencing >5 unplanned water supply interruptions	Number		2.0	2.0	2.0	2.0	2.0
Unaccounted for water	%		10.0	9.5	9.0	8.5	8.0
SEWERAGE SERVICE		Unit	2008/09	2009/10	2010/11	2011/12	2012/13
Sewerage blockages	Per 100km		29.0	28.5	28.0	27.5	27.0
Average time to attend sewer spills and blockages	Minutes		30.0	30.0	30.0	30.0	30.0
Average time to rectify a sewer blockage	Minutes		103.0	103.0	103.0	103.0	103.0
Spills contained in 5 hours	%		100.0	100.0	100.0	100.0	100.0
Customers receiving >3 sewer blockages	Number		3.00	3.00	3.00	3.00	3.00
CUSTOMER SERVICE		Unit	2008/09	2009/10	2010/11	2011/12	2012/13
Complaints to EWOV per 1000 customers	Number		0.4	0.4	0.3	0.3	0.3
Telephone calls answered within 30 seconds	%		88.0	89.0	89.0	90.0	90.0
MINIMUM FLOW RATES		Unit	20 mm	25 mm	32 mm	40 mm	50 mm
Minimum flow rate	Litres per minute		20	35	60	90	160
ADDITIONAL SERVICE STANDARDS		Unit	2008/09	2009/10	2010/11	2011/12	2012/13
Information statements turned around in 5 days	%		87.0	88.0	90.0	90.0	90.0
Total carbon dioxide equivalent emissions	Tonnes		22,826	20,923	19,021	17,119	15,217
Recycled water	%		88.0	90.0	92.0	95.0	100.0
Biosolids reuse	%		86.0	100.0	92.0	97.0	90.0
Environmental discharge indicator	%		100.0	100.0	100.0	100.0	100.0
Drinking water quality indicator (<i>E. coli</i>)	%		100.0	100.0	100.0	100.0	100.0
Drinking water quality indicator (turbidity)	%		100.0	100.0	100.0	100.0	100.0
GUARANTEED SERVICE LEVELS		Payment if not met					
Planned water supply interruption during peak hours (5.00 am to 9.00 am and 5.00 pm to 11.00 pm)		\$50					
Planned water supply interruption longer than notification given		\$50					
More than three sewer interruptions in 12 months		\$50					
Sewerage spills inside a house not contained within one hour of notification		\$500					

2004/05 2005/06 2006/07 2007/08

WATER

Unplanned water supply interruptions	Per 100km	21.10	21.10	21.10	21.10
Average time taken to attend bursts and leaks	Minutes	30.00	30.00	30.00	30.00
Unplanned water supply interruptions restored within 5 hours	%	99.00	99.00	99.00	99.00
Planned water supply interruptions restored within 5 hours	%	50.00	50.00	50.00	50.00
Average unplanned customer minutes off water supply	Minutes	7.00	7.00	7.00	7.00
Average planned customer minutes off water supply	Minutes	5.00	5.00	5.00	5.00
Average unplanned frequency of water supply interruptions	Number	0.11	0.11	0.11	0.11
Average planned frequency of water supply interruptions	Number	0.05	0.05	0.05	0.05
Average duration of unplanned water supply interruptions	Minutes	72.00	72.00	72.00	72.00
Average duration of planned water supply interruptions	Minutes	240.00	240.00	240.00	240.00
Number of customers experiencing > 5 unplanned water supply interruptions in the year	Number	3.00	3.00	3.00	3.00
Unaccounted for water	%	13.80	13.80	13.80	13.80

SEWERAGE

Sewerage blockages	Per 100km	34.70	34.70	34.70	34.70
Average time to attend sewer spills and blockages	Minutes	30.00	30.00	30.00	30.00
Average time to rectify a sewer blockage	Minutes	108.00	108.00	108.00	108.00
Spills contained within 5 hours	%	100.00	100.00	100.00	100.00
Customers receiving >3 sewer blockages in the year	Number	4.00	3.00	3.00	3.00

CUSTOMER SERVICE

Complaints to EWOV	Per 1000 customers	0.39	0.39	0.39	0.39
Telephone calls answered within 30 seconds	%	87.00	87.00	87.00	87.00

ADDITIONAL SERVICE STANDARDS

Average time taken to attend bursts and leaks (priority 3)	Minutes	180.00	180.00	180.00	180.00
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