



Customer Charter

**Western Water
June 2018**

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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 the Water Industry Regulatory Order, made pursuant to section 4D of the Water Industry Act.

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. All aspects of the Charter may not apply to Water Supply Agreement customers.

Trade waste customers should reference Western Water's Trade Waste Customer Charter for more detailed Trade Waste information.

Amendment to this Customer Service Charter

Western Water's Customer Service Charter may be amended:

1. by direction of the ESC;
2. following consultation with customers, stakeholders; and
3. 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 has been updated in June 2018.

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 to apply beyond 1 July 2005 for the provision of a service cannot reduce the rights of a customer unless Western Water can demonstrate that satisfying the Customer Service Code requirements is not practical and Western Water expressly identifies any material 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 Class A recycled water from Western Water recycled water 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:

1. meets customers' reasonable needs for general urban use;
2. meets minimum flow rates for such uses; and
3. 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:

1. the customer has paid, or agreed to pay, all applicable connection fees; and
2. 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. Class A recycled water is supplied via a separate purple water pipe system with a separate meter.

Connection requirements and detailed permitted uses will be advised to customers upon application to connect to a Class A recycled water service.

1.5 Limits on Recycled Water Services – Class B & C

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

1. entered into a recycled water supply agreement or contract in a form acceptable to Western Water; or
2. 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 a 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:

1. the Water Act; and
2. 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 on its website and 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 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 Customer Complaints Management 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:

1. 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 enquiry;
2. 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 he/she will receive such a reply if the enquiry or complaint is complex;
3. 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;
4. a dispute resolution procedure providing:
 - a. the opportunity to raise the complaint to a higher level such as a Team Leader, Manager or General Manager; and
 - b. 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;
5. that Western Water will not attempt to recover an amount of money which is in dispute, until the dispute has been resolved; and
6. that a complainant is informed of the matters in paragraphs (1) to (5) 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(5), Western Water may consider a dispute about non-payment resolved if:

1. It has informed the complainant of its decision on the complaint or any internal review of the complaint; and
2. 10 business days have passed since the complainant was informed; and
3. The complainant has not:
 - a. sought a further review under this clause; or
 - b. lodged a claim with EWOV or another external dispute resolution forum.

Western Water will advise customers of the need to respond pursuant to clause 3.2.2 (2) in its response under 3.2(1).

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 also bills customers for the Melbourne Water Waterways charge on behalf of Melbourne Water. In some cases the Melbourne Water Waterways charges may be billed annually.

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. Bills may be provided by mail or electronic billing.

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 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:

1. arranging for a special meter reading at a reasonable charge payable by the customer; or by
2. providing an estimated bill at no charge.

4.4 Issue of Bills

Western Water may issue a bill to:

1. a customer at the physical or electronic address specified by the customer;
2. 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
3. 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 to the customer's last known address or email address if no physical address is able to be found.

4.5 Content of Bills

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

1. the date of issue;
2. the customer's billing address and account number;
3. the address of the property at which the charges in the bill relate;
4. the date on which the meter was read, or if the reading is an estimation, a clear statement that the reading is an estimation;
5. the amount the customer is required to pay;
6. the date by which the customer is required to pay;
7. the ways in which the customer can pay the bill;
8. information about help that is available if the customer is experiencing difficulties paying;
9. Western water's contact number for account and general enquiries and a 24 hour emergency telephone service number;
10. referral to interpreter services offered by western water;
11. any outstanding credit or debit from previous bills;
12. the total of any payments made by the customer since the last bill was issued;
13. information on concessions available and any concession to which the customer may be entitled; and
14. 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:

1. any service charge to the property;
 2. the usage charge for each service to the property;
 3. any other charge in connection with the provision of services provided; and
 4. any other charges.
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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:

1. the customer's usage for each billing period over the past 12 months; and
2. a comparison of the customer's current usage with usage for the same period of the previous year.

4.8 Adjustment of Bills

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

1. 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;
2. the amount to be recovered is listed as a separate item and is explained on or with the customer's bill;
3. 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
4. it allows the customer to pay the amount to be recovered through Western Water's flexible payment plan in accordance with clause 2.5(3).

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:

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

5. PAYMENTS

5.1 Payment Methods

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

1. in person at western water's office, 36 Macedon Street, Sunbury – electronic and cheque payments accepted. no cash payments;
2. at a post office;
3. by telephone (131 816) using a credit card;
4. by internet using our website, Auspost's website, or using Bpay;
5. by a deduction through a provider of income support e.g. Centrepay;
6. by mail addressed to PO box 2371 Sunbury DC Vic 3429;
7. by direct payment (direct debit) from your bank account;
8. 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.

5.2 Concessions

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

5.3 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:

1. state how the amount of the payments has been calculated;
2. state the period over which the customer will pay the agreed amounts;
3. specify an amount to be paid in each period;
4. be able to be renegotiated at the request of a customer if there is a demonstrable change in their circumstances; and
5. 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 2 flexible payment plans cancelled due to non-payment unless the customer provides a fair and reasonable assurance to Western Water (based on the circumstances) that the customer will comply with the plan.

5.4 Payment Difficulties

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

1. making provision for alternative payment arrangements in accordance with a customer's capacity to pay including:
 - a. offering a range of payment options, including flexible payments in accordance with clause 5.3; or
 - b. redirection of the bill to another person for payment provided that person agrees in writing;
 2. 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;
 3. 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;
 4. offering to extend the due date for some or all of an amount owed; and where appropriate, referring customers to:
 - a. Government funded assistance programs (including the Utility Relief Grant Scheme); or
 - b. an independent financial counsellor at no cost to the customer.
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5.5 Customer Support Policy

Western Water has a Customer Support 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. This includes supporting and managing the account of customers who advise they are enduring, or have fled family violence.

Without limiting this general obligation, the Customer Support Policy:

1. provides internal assessment processes:
 - a. to determine a customer's eligibility using objective criteria* as indicators of customers who require assistance;
 - b. designed to make an early identification of a customer's circumstances; and
 - c. to determine the internal responsibilities for the management, development, communication and monitoring of the policy;
2. provides for staff training about western water's policies and procedures and to ensure customers requiring assistance are treated with sensitivity and without making value judgements;
3. subject to clause 6.6, exempts customers requiring assistance 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;
4. offers a range of payment options in accordance with the customer's capacity to pay;
5. 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;
6. 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;
7. offers information and referral to government assistance programs (including the utility grant relief scheme) and no-cost independent financial counsellors;
8. offers information about western water's complaints procedure, and the customer's right to lodge a complaint with ewov if their claim is not resolved to their satisfaction by western water, and
9. offers information on how to reduce water usage and improve water efficiency and referral to relevant government water efficiency programs;
10. details the circumstances in which the policy will cease to apply to customers; and
11. provides for a review mechanism and its associated procedures.

Western water will review its customer support policy in consultation with financial counsellors at least every three years.

Western water will publish its customer support policy on its website and will make a copy available to a customer upon request.

* 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.

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 on two separate occasions on different 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 Warning letter that:

1. specifies any assistance that is available to the customer, including information about EWOV (telephone 1800 500 509) and Western Water's Customer Support Policy;
2. advises the customer that the bill is overdue and must be paid for the customer to avoid legal action or supply restriction;
3. cautions that, if legal or restriction action is taken, the customer may incur additional costs in relation to those actions;
4. specifies that the water business 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).

6.4 Charges over Property

For the purposes of section 274(4A) of the Water Act 1989:

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

6.5 Other Charges

Apart from the application of section 274(4A) of the Water Act 1989 to unpaid amounts and clause 2.6(6), Western Water must not impose other charges in respect of outstanding amounts owed by a customer unless otherwise approved by the Commission.

6.6 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 and past payments.

6.7 Dishonoured Payment

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

1. a customer's cheque being dishonoured; or
2. 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:

1. more than 14 days have elapsed since the issue of the Final Notice referred to in clause 6.1;
2. the customer has been sent the Warning letter referred to in clause 6.3, a Notice Before Restriction and/or a Notice Before Litigation including information about Western Water's Customer Support Policy and other programs that are available to help people with payment difficulties;
3. Western Water or its agent has attempted to make contact with the customer about the non-payment;
4. on at least two occasions, on two separate days, either in person, via telephone, or any combination of phone or personal visit; and
5. on one further occasion, in person, or via registered mail about the non-payment
6. If customer contact has not been successful in previous attempts a further personal visit will be made.
7. the customer has been notified of the proposed restriction or legal action and the associated costs, including the cost of removing a restrictor; and
8. the customer has:
 - a. been offered a flexible payment plan under clause 5.3 and the customer has refused or has failed to respond; or
 - b. 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:

1. the amount owed by the customer is less than \$200 unless the customer has failed to pay consecutive bills in full over a period of not less than 12 months; or
2. the customer is eligible for and has lodged an application for an eligible concession card relating to amounts charged by western water and the application is outstanding; or
3. the customer has made an application under the utility relief grant scheme and the application is outstanding; or
4. the customer is a tenant and:
 - a. the amount unpaid is owed by the landlord; or
 - b. the tenant has an undecided claim against the landlord in the Victorian Civil and Administrative Tribunal; or

5. 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:

1. it is a Friday, public holiday, weekend, day before a public holiday, or after 3.00 p.m.; or
2. the customer is registered as a special needs customer under clause 9.5;
3. the restriction may cause a health hazard having taken into consideration any customer concerns; or
4. 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.

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:

1. a property owner's infrastructure falls short of the required condition;
 2. a service is provided via a private extension;
 3. there is a drought or an emergency;
 4. there is a water shortage due to peak demand;
-

5. there is an unplanned or planned interruption;
6. recycled water is reduced due to a shortage;
7. recycled water is reduced in accordance with western water's permitted use rules;
8. supply is restricted or disconnected in accordance with this customer service
 - a. charter; or
 - b. 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:

1. 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;
2. 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
3. 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

Subject to its Statement of Obligations 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

In most cases, customers will receive an uninterrupted water supply all year.

In the event of an unplanned interruption Western Water will comply with standards specified in its approved service standards for the:

1. number of unplanned water supply interruptions for each customer in any 12 month period;
2. number of sewer blockages for each customer in any 12 month period;
3. hours from notification to attend water bursts and leaks, and sewer pills and blockages;
4. hours to restore an interruption to water services
5. hours for clearance of sewer blockages in Western Water's pipes
6. hours for containment of sewer spills; and
7. any other standard which is approved by the Essential Services Commission

Western Water has policies, practices and procedures:

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

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

Western Water has policies, practices and procedures to deal with a burst, leak or blockage in its system

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

1. assess the priority of the event and dispatch a field crew accordingly;
2. take action to rectify the situation taking into account the potential or actual impact on:
 - a. customers;
 - b. others affected by the failure;
 - c. property; and
 - d. the environment;
3. 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;
4. 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
5. 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.

Western Water will comply with standards specified in its approved service standards for all planned interruptions. Full details of service standards approved by the ESC are in the Attachment to this Customer Service Charter.

9.5 Special Needs

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

1. the operation of a life-support machine; or
 2. 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:

1. 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
2. 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.

9.6 Drought and Emergencies

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

1. an approved drought response plan or by-laws for water restrictions;
2. an approved emergency management plan;
3. an approved permanent water saving plan; and
4. 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:

1. upon a reasonably supported request from the customer;
2. in the case of a recycled water service or a sewerage service – for a repeated or material breach of the permitted use rules;
3. for an urgent health or safety reason;
4. for a material breach of the water act by the customer;
5. the property owner's infrastructure being unfit for safe or efficient continued provision of the service; or
6. 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:

1. the reason for disconnection no longer persisting; or
2. receipt of a written undertaking as to compliance by the customer in a form acceptable to western water; and
3. 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:

1. replace the inaccurate meter;
2. pay the cost of the test, and
3. 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:

1. impose on the customer a reasonable charge for the cost of the test; and
2. replace the meter.

12. WORKS AND MAINTENANCE

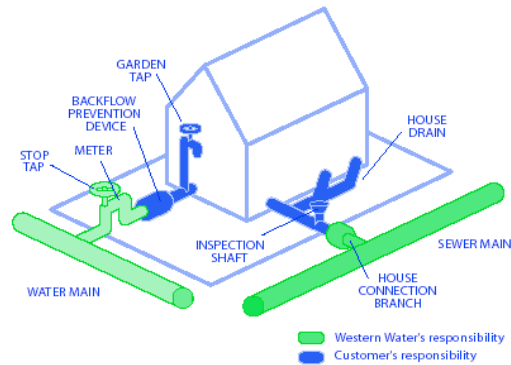
12.1 Quality Improvement Programs

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:

1. locate the water meter as near as practicable to the western water water main,
2. maintain the property service pipe if it is 25mm in diameter or less up to:
 - a. the meter assembly; or
 - b. if no meter is installed or the meter is inaccessible, the property boundary
3. maintain any galvanised iron property service pipe for which they have maintenance obligations under (a) 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 below 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 100mm clearance around the meter and underneath to allow easy 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 Works and Property Entry

Western Water will provide 7 days' notice when it needs to enter a customer's property in order to inspect or maintain its systems or the customer's infrastructure, except in the event of an emergency or with the customer's consent

Western Water need not notify customers for meter readings.

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:

1. notify the occupant of the representative's purpose for entry; or
2. 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:

1. the removal of rubbish and equipment unless otherwise agreed with the customer; and
2. the restoration of the street or property as nearly 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 Levels (GSL) payments are financial payments, which we will make to any customer who experiences service levels below defined service thresholds.

Whenever Western Water becomes aware that we have failed to meet a specific GSL and provided the event is not caused by, or is the responsibility of the customer or a third party:

1. Western Water will automatically apply a GSL rebate and
2. Western Water will apply the GSL rebate to your next water account

See attachment for specific GSL.

14. FAMILY VIOLENCE

Western Water has a Customer Support policy which:

1. provides that all relevant staff have ongoing training to:
 - a. identify customers affected by family violence; and
 - b. deal appropriately with customers affected by family violence; and
 - c. apply the Customer Support policy and related policies and procedures to customers affected by family violence;
2. supports staff affected by family violence, including identifying any training, leave, external referrals and counselling available;
3. promotes customer safety by providing for the secure handling of information about those who are affected by family violence, including in a manner that maintains confidentiality;
4. specifies Western Water's approach to debt management and recovery where a customer is affected by family violence, including but not limited to:
5. the recovery of debt from customers with joint accounts; and
6. the circumstances in which debt will be suspended or waived;
7. recognises family violence as a potential cause of payment difficulties and as an eligibility criterion for access to Western Water's Customer Support Program, and addresses what payment support will apply to customers affected by family violence;
8. provides a means for customers to be case managed in the Customer Support Program to avoid having to repeat disclosure of their circumstances and to provide continuity of service.
9. Provides information and referral to government assistance programs; no-cost independent financial counsellors; and specialist family violence services through the Customer Support Program.
10. is published on Western Water's website and provides up to date assistance and referrals, available to customers affected by family violence and how customers may access such assistance;

11. will be provided to a customer upon request;
12. will be periodically reviewed along with its associated procedures.

15. INFORMATION

15.1 Enquiries

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

1. account information;
2. bill payment options;
3. concession entitlements;
4. programs available to customers who are having payment difficulties, including western water's customer support policy;
5. information about western water's collections policy;
6. information about the western water's complaint handling procedures; and
7. information about the EWOV scheme.

15.2 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.

15.3 Permitted Use

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

1. health regulation and environmental regulation;
2. clause 1.5 in respect of recycled water.

15.4 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 recycled water or a change of tenancy or ownership notification.

15.5 Trade Waste

Western Water will comply with the requirements of Western Water's Trade Waste Customer Charter.

15.6 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.

15.7 Water Reuse

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

15.8 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 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 Western Water's Customer Support Policy and the refusal is not in breach of law.

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.

15.9 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.

15.10 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.

15.11 Customer Obligations

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

1. 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);
2. to ensure the safe custody of the meter and the accessibility of the meter by Western Water at any time;
3. to maintain the property owner's infrastructure upon notice by Western Water;
4. to remove trees upon request of Western Water;
5. to seek the consent of Western Water for any building or construction work which might interfere with a Western Water service or system;
6. to not alter any works connected to Western Water's works without Western Water's consent;
7. to observe restrictions imposed by Western Water in accordance with the Water Act;
8. to comply with permitted use rules for recycled water;
9. to 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.

15.12 Notification to Customers

Western Water may, by 7 days' 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:

1. maintain the property owner's infrastructure;
2. remedy a contravention of the Water Act; or
3. remove a tree that is obstructing or damaging its system.

15.13 Customer Obligations Class A Recycled Water

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

1. Perform an annual cross connection check as advised in your residential guide 'recycled water in the home';
2. Ensure that recycled water is used only as recommended by Western Water;
3. Advise all visitors and/or tenants to your property that recycled water is in use;
4. Ensure that their plumber is licensed with the Plumbing Industry Commission;
5. Replace any missing or damaged 'Recycled Water Not For Drinking' signs;
6. Provide access for Western Water employees to inspect the connection at an agreed time;
7. Not remove or replace recycled water taps with conventional taps; and
8. Protect water meters from damage

15.14 Customer Obligations Class B and C Recycled Water

Customers are obligated to adhere to contractual arrangements, leases or supply agreements, including restrictions on permitted uses.

15.15 Privacy

Western Water will keep information about customers confidential and will comply with the Privacy and Data Protection Act 2014 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.

15.16 Summary of Customer Service Charter

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

1. the issuing of bills;
2. the types of charges;
3. the payment of accounts;
4. concessions and assistance available to customers;
5. key service standards (eg: quality and reliability);
6. the maintenance responsibilities of Western Water;
7. guaranteed service levels (if applicable);
8. enquiry and complaint handling details, including contact details for EWOV;
9. privacy information in accordance with privacy legislation;
10. contact details for Western Water; and
11. where a copy of Western Water's Customer Service Charter may be obtained from Western Water.

15.17 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:

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

15.18 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 Essential Services Commission under clause 15 of the Water Industry Regulatory Order and reflected in Western Water’s Water Plan.

“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 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.

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

“customer” means a person who is:

1. an owner and occupier of a property connected to a Western Water’s system;
2. an owner of a property which is connected to Western Water’s system but is not an occupier;
3. an occupier of a property that is connected to Western Water’s system and is liable for usage charges;
4. an owner of a property that is not connected but a service is available from Western Water, and Western Water imposes a charge.
5. an owner of a property that is connected to Western Water’s system and is also liable for charges imposed by Melbourne Water levied under Water Act 1989, Section 259 parts 9, 10 & 13
6. an owner of a property that is not connected to Western Water’s system and is liable for charges imposed by Melbourne Water levied under Water Act 1989, Section 259 parts 9,10 & 13

“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*.

“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.

“eligible concession card” means a Commonwealth Government-issued Pensioner Concession Card, Commonwealth-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 Western Water providing written or verbal information, advice, assistance, clarification, explanation or referral about a matter.

"enquiry facility" means a telephone call center and may also include an on-line information facility or an over the counter information service.

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

"ESC Act" means the *Essential Services Commission Act 2001*.

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

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

"financial year" means a year ending 30 June.

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

"Guaranteed Service Level (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 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.

"Melbourne Water" means Melbourne Water Corporation (ABN 81 945 386 953) and its successor

"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 Drinking Water 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:

1. a tenant or caravan park resident registered as such with Western Water, for the period of such registration; or
2. 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.

“priority 1” a burst or leak which causes, or has the potential to cause, substantial damage or harm to customers, water quality, flow rate, property or the environment

“priority 2” a burst or leak which causes, or has the potential to cause, minor damage or harm to customers, water quality, flow rate, property or the environment

“priority 3” a burst or leak which is causing no discernible impacts on customers, property or the environment

“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 determined in a manner consistent with any determination or guideline of the ESC.

“reasonable endeavours” means the steps that must be taken for a business to avoid payment for the hardship related GSL (that is, the steps that must be taken before a customer’s water supply can be restricted or legal action commenced).

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

“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*.

“Trade Waste Customer Service Code” refers to the Commission’s Trade Waste Customer Service Code: Urban Water Businesses which places additional obligations on water businesses and Melbourne Water specific to the management of trade waste services.

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

“unplanned interruption” means an interruption to services to a customer caused by a fault in 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

ADMINISTRATION CENTRE

36 Macedon Street
Sunbury Victoria 3429

Telephone 1300 650 422
Facsimile 03 9218 5444
Email mail@westernwater.com.au
Website www.westernwater.com.au

MAILING ADDRESS

Western Water
PO Box 2371
Sunbury DC Victoria 3429

Energy and Water Ombudsman (Victoria) (EWOV)

Mail GPO Box 469, Melbourne, Victoria 3001
Telephone 1800 500 509

Telephone Typewriter Service (TTY)

Telephone 13 36 77

The Essential Services Commission

Mail Level 37 / 2 Lonsdale Street
Melbourne Vic 3000
Telephone 61 3 9032 1300
1300 664 969
Fax 9032 1303
Email reception@esc.vic.gov.au
Business Hours 9.00am – 5.00pm
Monday to Friday

ATTACHMENT - SERVICE STANDARDS

WATER	Unit	2018/19	2019/20
Unplanned water supply interruptions	Per 100km	12.0	12.0
Average time taken to attend bursts and leaks (Priority 1)	Minutes	30	30
Average time taken to attend bursts and leaks (Priority 2)	Minutes	60	60
Average time taken to attend bursts and leaks (Priority 3)	Hours	24	24
Unplanned water supply interruptions restored within 5 hours	%	98.3	98.3
Planned water supply interruptions restored within 5 hours	%	99.0	99.0
Average unplanned customer minutes off water supply	Minutes	14.1	14.1
Average planned customer minutes off water supply	Minutes	45	45
Average unplanned frequency of water supply interruptions	Number	0.11 (once in 9 years)	0.11 (once in 9 years)
Average planned frequency of water supply interruptions	Number	0.10 (once in 10 years)	0.10 (once in 10 years)
Average duration of unplanned water supply interruptions	Minutes	126	126
Average duration of planned water supply interruptions	Minutes	240	240
Number of customers experiencing > 5 unplanned water supply interruptions in the year	Number	0	0
Unaccounted for water – water losses	%	9.2	9.2
SEWERAGE			
Sewerage blockages	Per 100km	14.0	14.0
Response time for sewer spills	Minutes	30	30
Response time for sewer blockages	Minutes	60	60
Average time to rectify a sewer blockage	Minutes	47.2	47.2
Spills contained within 5 hours	%	100	100
Customers receiving >3 sewer blockages in the year	Number	0	0

CUSTOMER SERVICE			
Complaints to EWOV	Per 1000 customers	0.7	0.7
Telephone calls answered within 30 seconds	%	75	75
MINIMUM FLOW RATES			
Flow Rate (litres per minute)		40mm	50mm
		90	160

GUARANTEED SERVICE LEVELS

LEVEL OF SERVICE	PAYMENT
Planned water supply interruption during peak hours (5am-9am and 5pm-11pm)	\$100
Planned water supply interruption longer than notification given	\$100
More than three sewer interruptions in 12 months	\$100
Sewerage spills inside a house, caused by the business or a failure of the business' system(s), not stopped within one hour of notification	\$500
Restricting or commencing legal action prior to taking reasonable endeavors (as defined by the Essential Services Commission) to contact the customer about help available if they are experiencing difficulties paying (Hardship GSL)	\$300