



URBAN CUSTOMER CHARTER

18 DECEMBER 2018

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Purpose

We have created this Urban Customer Charter to provide our standards and conditions of service and supply.

The Charter content

The Charter is based on the Essential Services Commission (ESC) Customer Service Code Urban Water Businesses.

Copies of the Charter and other publications

This Charter, our Rural Charter, and our Trade Waste Charter are available on our website www.coliban.com.au or on request 1300 363 200.

We also have other documents to help customers understand our services, standards of service, our rights and obligations and your rights and obligations.

Contact details

24 hour faults and leaks: 1300 363 200

General and billing enquiries: 1300 363 200

Rural Water Orders Line: 1300 761 738

Customer telephone calls are recorded for training and compliance purposes.

Email: coliban@coliban.com.au

Website: www.coliban.com.au

Office address: 37–45 Bridge Street, Bendigo
Victoria 3550

Postal address: PO Box 2770 Bendigo DC
Victoria 3554

Business hours: 8am to 5pm Monday to Friday

Customer communication assistance

Telephone Interpreter Service (TIS) for non-English speaking customers: 13 14 50

Telephone Typewriter Service (TTY) for speech and hearing impaired customers: 13 36 77

Charter commencement

This Charter is effective from 18 December 2018 and replaces our Urban Customer Charter of 24 September 2014.

Amendments to this Charter

If we change the Urban Customer Charter in any significant manner, we will inform you on or with the next bill sent to you after the Charter has been changed. This latest version of this Charter will be available on our website or on request during business hours.

STANDARDS AND CONDITIONS OF SERVICE AND SUPPLY

1. CONNECTION AND SERVICE PROVISION

1.1 Obligation to provide service

Subject to water law and this Charter, if a customer's property is connected to a system within our region, then we must provide the relevant service in accordance with the ESC Customer Service Code.

1.2 Obligation to connect

Subject to water law, where a person requests connection to a service that is available, we must 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 us.

Customers who have a Supply by Agreement have specific terms and conditions of supply. If you are a Supply by Agreement customer refer to your agreement or call our office for more information about Supply by Agreements. Some general information about Supply by Agreements is available on our website

1.3 Limits on recycled water services

The supply of recycled water from us is not readily available. However, where it is available, we may refuse to provide a recycled water service if the customer has not either entered into a recycled water agreement in a form acceptable to us or otherwise received our consent. We may discontinue a recycled water service if a customer breaches the applicable permitted rules of use.

We will advise customers of the standards and requirements necessary for entering a recycled water agreement or obtaining consent to connect.

2. CHARGES

2.1 Variation

We may vary charges to customers subject to what we're permitted to do under water law, and the Determination of the ESC.

Customers directly impacted by any variation in charges for services will be notified on or with the first bill after the decision to vary the charges has been made.

A pro rata charge may be calculated to effect a variation in charges where the variation date falls within a billing period.

2.2 Schedule of charges

We will publish a schedule of approved fees and charges on our website and provide a copy to customers on request during business hours.

3. ENQUIRIES, COMPLAINTS AND DISPUTES

3.1 Complaints and disputes policy

We have established and documented policies and procedures for handling complaints from customers and others affected by our operations. Contact can be made in writing, by email to coliban@coliban.com.au or by telephone on 1300 363 200. Our complaints and disputes policy provides:

- a) that if you request a written reply we will respond to your enquiry or complaint within 10 business days; and
- b) that a reply to your enquiry or complaint will deal with the substance of the enquiry or complaint, or we will tell you when you will receive such a reply if the enquiry or complaint is complex; and
- c) the reasons for a decision to be given in response to you, including details of the legislative or policy basis for the reasons if appropriate; and
- d) a complaint escalation process that gives you:
 - 1) the opportunity to raise the complaint up to the level of a senior manager within our management structure if you are not satisfied with our response to a complaint; and
 - 2) information about referral to Energy and Water Ombudsman of Victoria (EWOV) and any other relevant external dispute resolution forum in the event that you have raised the complaint to a higher level and are not satisfied with our response; and
- e) that we are restricted in our ability to recover an amount of money which is in dispute until the dispute has been resolved; and
- f) that the person lodging a complaint is informed of the matters in paragraphs (a) to (e) above.

3.2 Resolution of disputes

We will try to resolve any dispute directly with you.

We will consider a dispute about non-payment resolved if:

- a) we have informed you of our decision on the complaint or any internal review of the complaint; and
- b) 10 business days have passed since you were informed; and
- c) You have not:
 - 1) sought a further review under this clause; or
 - 2) lodged a claim with EWOV or another external dispute resolution forum.

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

4. BILLING

4.1 Billing cycle

Customer bills are sent every three months (approximately every 90 days) for water and wastewater. Commercial or other customers with high water usage, high recycled water usage, high wastewater or trade waste disposal may be billed more frequently.

4.2 Meter readings

Meter readings can occur through a property attendance or a digital reading of the meter (where a digital meter has been installed).

We will use reasonable endeavours to ensure that all customers whose properties have a meter which measures volumetric use for billing purposes have an actual meter reading every billing cycle or otherwise at least once every 12 months. If we cannot obtain an actual read we will estimate based on historical consumption. We will serve notice on a customer if the meter is inaccessible or investigate further where appropriate.

4.3 Special meter readings

We can determine a customer's outstanding charges outside the normal billing cycle. These outstanding charges will be calculated by arranging for a special meter reading at a reasonable charge to the customer.

Special meter readings can occur through a property attendance or a digital reading of the meter (where a digital meter has been installed).

4.4 Issue of bills

We may issue a bill to:

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

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

4.5 Content of bills

A bill issued by us 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 to which the charges in the bill relate;
- d) the date on which the meter was read, or if the reading is an estimation, a clear statement that the reading is an estimation;
- e) the amount the customer is required to pay;
- f) the date by which the customer is required to pay – at least 14 days from the date we issue an account 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) details of the our enquiry facility, including a 24 hour faults and leaks telephone number;
- j) referral to our interpreter services offered;
- k) any outstanding credit or debit from previous bills;
- l) the total of any payments made by the customer since the last bill was issued;
- m) information on concessions available and any concession to which the customer may be entitled;
- n) the average daily rate of water or recycled water use at the property for the current billing period;
- o) a clear statement of the rate of interest and from what future date it is to be applied if we intend to charge interest on outstanding amounts.

4.6 Presentation of charges

We will separately itemise the following charges on any bill issued:

- a) any service charge to the property;
- b) the usage charge for each service to the property;
- c) any other charge in connection with the provision of services provided;
- d) any interest payable on outstanding amounts if applicable;
- e) any other charges.

4.7 Presentation of customer water usage

Bills issued following a residential customer's first account will display a graphical illustration of the customer's current water and recycled water usage and, to the extent that the data is available:

- the customer's usage for each billing period over the past 12 months; and

- a comparison of the customer's usage with the customer's usage for the same period of the previous year.

4.8 Adjustment of bills

We 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 us notifying the customer that undercharging has occurred (except in the case of illegal use); and
- b) the amount to be recovered is listed as a separate item and an explanation is provided with the customer's bill; and
- 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 our flexible payment plan in accordance with clause 5.2.

Where we have identified an amount undercharged as a result of a customer's illegal use of water, we may:

- a) estimate the usage for which the customer has not paid; and
- b) take debt recovery action for the unpaid amount; and
- c) take action in accordance with section 7 of this Charter.

We may also exercise any other rights available to us if a customer's illegal use of water is detected.

If we overcharge a customer we must:

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

If the customer has been overcharged as a result of an inaccurate meter we will refund or credit any amount overcharged. The amount will be calculated by assuming that the meter was reading high during the customer's current billing period and previous billing period.

No interest shall accrue to a credit or refund as a result of overcharging.

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

We may choose to 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 Corporations.

5. PAYMENTS

5.1 Payment methods

We will accept payment from customers:

- a) in person at a network of agencies or payment outlets;
- b) by Centrepay;
- c) by mail;
- d) by direct debit under a payment arrangement agreed by the customer, us and the customer's bank (we may not accept direct debit from a credit card);
- e) by phone, using credit cards;
- f) over the internet by BPay, BPoint or by Post Billpay; and
- g) in advance.

Where a customer will be absent for a long period (e.g. on a holiday or due to an illness) and is unable to arrange payment by one of the above methods, we will offer payment in advance facilities and/or redirection of the customer's bill as requested by the customer in writing or during business hours by telephone.

5.2 Payment difficulties

We 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 5.2; or
 - 2) redirection of the bill to another person for payment provided that we and the person agree in writing;
- b) providing for written confirmation of an alternative payment method referred to in clause 5.3(a) to be sent to customers within 10 business days of an agreement being reached;
- c) offering to extend the due date for some or all of an amount owed; and/or
- d) 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.

5.3 Flexible payment plans

We make flexible payment plans available to customers. This plan will generally be no greater than 12 months in length. Under a flexible payment plan, the customer pays an agreed amount each period (usually fortnightly). A flexible payment plan must:

- a) state how the amount of the payments has been calculated; and
- b) state the period over which the customer will pay the agreed amounts; and
- c) specify an amount to be paid in each period; and
- 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 prior to or as soon as practicable after the flexible payment plan commences in writing to the customer.

We are not required to offer a customer a flexible payment plan if the customer has, in the previous 12 months, had two flexible payment plans cancelled due to non-payment. We reserve the right to enter into another flexible payment arrangement with the customer if the customer can provide evidence of a change to their circumstance that will ensure the plan will be complied with.

We will have regard to the requirements to the Consumer Credit Code in negotiating terms and payments of any agreement with customers.

5.4 Hardship policy

We have a hardship policy that applies to customers who are identified either by themselves, us, or an independent accredited financial counsellor as having the intention but not the financial capacity to make the required payments in accordance with our payment terms. A copy of our hardship policy is available on our website or by contacting us during business hours.

Without limiting this general obligation, our hardship policy:

- a) provides internal assessment processes:
 - 1) will determine a customer's eligibility using objective criteria as indicators of hardship; and
 - 2) is designed to make an early identification of a customer's hardship; and
 - 3) will determine the internal responsibilities for the management, development, communication and monitoring of the policy;
- b) provides for staff training about our business's policies and procedures to ensure customers in hardship are treated with sensitivity and without making value judgements;
- c) will subject to clause 6.6, exempt customers in hardship from supply restriction, legal action, and additional debt recovery costs – including the waiving of any interest accrued prior to the customer being identified as in hardship and exempting the debt from the accrual of interest on overdue amounts during the customer's period of hardship – while payments are made to the water business according to an agreed flexible payment plan or other payment schedule;
- d) states any circumstances in which it will waive or suspend interest payments on outstanding amounts;
- e) subject to water law, offers a range of payment options in accordance with the customer's capacity to pay;
- f) provides for written confirmation of any alternative payment method to be sent to customers within 10 business days of an agreement being reached;
- g) offer information and referral to government assistance programs (including the Utility Relief Grant Scheme) and no-cost independent financial counsellors;
- h) offer information about our dispute resolution policy, and the customer's right to lodge a complaint with EWOV and any other relevant external dispute resolution forum if their hardship claim is not resolved to their satisfaction by us;
- i) offer information on how to reduce water usage and improve water efficiency and referral to relevant government water efficiency programs;
- j) detail the circumstances in which the policy will cease to apply to customers; and
- k) provide for a review mechanism of the policy and its associated procedures.

6. COLLECTION

6.1 Reminder notices

If a customer fails to pay by the date set out in the bill, we will send a reminder notice in the same manner in which we sent the bill. For example if the bill was sent by mail the reminder will be sent by mail.

6.2 Warning notices

At least seven days prior to taking action for non-payment under section 7 we will send a payment warning notice called a final notice, in the same manner in which we sent the bill that:

- a) specifies the assistance which is available to the customer, including information about EWOV (including EWOV's telephone number) and our hardship policy; and
- 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; and
- d) specifies the date from which interest (if any) may be applied on outstanding amounts, and the percentage interest rate that may be applied; and
- e) if applicable to the circumstances, specifies that we might be able to recover outstanding amounts at the time of any sale of the customer's property (if the customer is also the property owner).

6.3 Additional content of reminders and warning notices

A reminder notice under clause 6.1 and a warning notice (final reminder) under clause 6.2 must contain (in addition to the requirements of those clauses) all of the information listed in clause 4.5 except information about meter readings, usage, previous bills or past payments.

6.4 Interest on unrecovered amounts

- a) Subject to water law, clause 5.4(c), clause 6.5 and the remainder of this clause 6.4, if any part of the amount payable by the customer is not paid by the due date, we may charge interest on the unpaid amount.
- b) For the purposes of section 4F(2)(f) of the *Water Industry Act 1994*, we must not charge a customer interest on unrecovered amounts if that customer is the holder of an eligible concession card.

6.5 Maximum rate of interest that may be charged

For the purposes of section 281(1) of the *Water Act 1989* and section 4F(2)(f) of the *Water Industry Act 1994*:

- a) the maximum rate of interest that may be charged on unrecovered amounts is the rate set by the ESC each May based on the 10 year Australian Commonwealth Government Bond Rate plus a margin to be determined by the ESC; and
- (b) the interest starts accruing on the day the amount is due and ends on the date all unrecovered amounts of the charge are paid in full, both days inclusive.

6.6 Charges over property

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

6.7 Dishonoured payment

We may recover from the customer an amount charged by our bank due to:

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

7. ACTIONS FOR NON-PAYMENT

7.1 Restriction and legal action

We 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 a reminder notice referred to in clause 6.1;
- b) the customer has been sent a warning notice (final notice) referred to in clause 6.2 including information on our hardship policy and other programs that are available to help customers with payment difficulties;
- c) we or our agent has attempted to make contact 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;
- e) the customer has:
 - 1) been offered a flexible payment plan under clause 5.2 and the customer has refused or 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

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

- a) the amount owed by the customer is less than \$200, unless the customer has failed to pay consecutive bills in full over a period of not less than 12 months; or
- b) the customer is eligible for and has lodged an application for an eligible concession card and the application is outstanding; or
- c) the customer made application under the Utility Relief Grant Scheme and the application is outstanding; or
- d) the customer is a tenant and:
 - 1) the amount unpaid is owed by the landlord; or
 - 2) the tenant has a claim against the landlord in respect of the water bill pending at the Victorian Civil and Administrative Tribunal, or
- e) the amount in dispute is subject to an unresolved complaint procedure in accordance with our complaints policy.

This clause does not restrict our rights under water law to pursue a debt owed to us by a person who is no longer a customer.

7.3 Additional limits on restriction

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

- a) It is a Friday, public holiday, weekend, day before a public holiday or after 3pm
- b) the customer is registered as a special needs customer under clause 9.5
- c) the water business believes that the restriction will cause a health hazard having taken into consideration any customer concerns
- d) it is a day of total fire ban declared by the Country Fire Authority in the area in which the property is located. If a property is already restricted on a total fire ban day the restrictor will not be removed unless it meets requirements of clause 7.4.

A restriction under clause 7 may reduce the supply of water, recycled water or non-potable water to no less than 2 litres per minute at the tap nearest the meter.

7.4 Removal of restrictions

We will restore a service restricted under this clause within one business day of becoming aware that the reason for the restriction no longer exists.

8. QUALITY OF SERVICES

8.1 Product quality

In addition to complying with applicable requirements of health and environmental regulation, we will provide a service in accordance with approved service standards for potable, non-potable and recycled water.

In emergency situations, where (potable) drinking water quality does not meet standards of the *Safe Drinking Water Act 2003* we are required to take steps which may include issuing a notice for drinking water to be boiled, or treated in some other way, prior to human consumption.

Towns and areas supplied with non-potable water or recycled water, and a list of appropriate uses for these types of water, is available on our website or by contacting us during business hours.

Customers on a Supply by Agreement should refer to their Agreement for supply terms and conditions or contact us during business hours.

8.2 Delivery quality (water flow rates)

Under normal operating conditions the minimum water supply flow rate available will be 20 litres per minute from a standard 20mm service 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 summer demand;
- e) there is an unplanned or planned interruption;
- f) recycled water is reduced due to water shortage;
- g) recycled water is reduced in accordance with our permitted use rules;
- h) supply is restricted or disconnected in accordance with this code, or
- i) water law provides.

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

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

8.3 Testing

Upon receiving a customer request for testing, we will test for:

- a) meter accuracy, for compliance with the *National Instrument Test Procedures for Utility Meters*; and
- b) flow rates and water quality for compliance with clauses 8.1 and 8.2 upon the reasonable request of a customer.

We will:

- a) advise the customer prior to the test of any applicable charges that will be imposed, as per the current Schedule of Fees and Charges, if the test demonstrates compliance with clauses 8.1 to 8.2;
- b) pay the cost of a test if the test demonstrates that we did not comply with clauses 8.1 to 8.2.

8.4 Rectification

We will rectify a deficiency in satisfying clauses 8.1 and 8.2 as soon as possible, or within a time agreed with the customer.

9. RELIABILITY OF SERVICES

9.1 Obligation to provide reliable services

We have plans, systems and processes to manage our assets to provide reliable services.

9.2 Unplanned interruptions – response

We respond to service difficulties in accordance with approved service standards for the:

- a) number of unplanned water supply interruptions for each customer in any 12 month period;
- b) number of sewer blockages for each customer in any 12 month period;
- c) hours from notification to attend water bursts and leaks, and sewer spills and blockages;
- d) hours to restore an interruption to water services;
- e) hours for clearance of sewer blockages in the water business's pipe;
- f) any other standard which is approved by the ESC.

A list of our Approved Service Standards is in Appendix 1 of this Charter (Page 16).

There may be incident or acts beyond our control (such as natural disasters) that cause significant system failure and prevent us from meeting some or all of our service standards.

We have operating policies, practices and procedures:

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

9.3 Bursts, leaks, blockages and spills

In the event of a burst, leak or blockage in our system, we will:

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

- d) ensure that, in the event of a sewage spill on a customer's property, damage and inconvenience to customers and others affected is minimised; and
- e) ensure that a sewage spill is promptly cleaned up and the affected area disinfected..

9.4 Planned interruptions – information and response

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

We have policies, practices and procedures in relation to providing customers to emergency supplies of drinking water in the event of a long term planned interruption to potable water services.

9.5 Special needs

We maintain 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 the water business;

We will contact customers registered under this clause:

- c) as soon as possible in the event of an unplanned interruption to service; and
- d) 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 the water business.

In all cases we will endeavour to minimise inconvenience to these customers.

9.6 Restricting or prohibiting supply or use of water

In accordance with water law we may restrict or prohibit supply or use of water in accordance with an approved drought response plan, water restrictions by-law, an emergency or any permanent water saving plans, or other approved plan.

10. RECONNECTION

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

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

11. WORKS AND MAINTENANCE

11.1 Quality improvement programs

Subject to water law we will maintain our systems in accordance with our approved service standards. In addition to this general system obligation, we will maintain:

- a) the property service pipe up to:
 - 1) the meter assembly, where the meter assembly is two metres or less from the property boundary; or
 - 2) if no meter is installed or if the meter is more than two metres from the property boundary, up to the first stop tap or up to two metres inside the property boundary, whichever is closer.

We are not responsible for the maintenance or replacement backflow prevention devices installed at the outlet of the meter, pressure reduction devices installed on the property service pipe, private fire services, common services inside a property (including a body corporate), private extensions or trunk services or property service pipes from private extensions.

11.2 Worker identification

We will not enter a customer's property without appropriate identification.

If we need to enter a property except for the purpose of reading an accessible meter we must either:

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

11.3 Keys held by Coliban Water

If we hold keys to a customer's premises, the keys will be held in safe custody and returned when the customer notifies us of their vacation of the property or if access is no longer required.

12. INFORMATION

12.1 Enquiries

We have policies, practices and procedures to provide the following information to customers through an enquiry facility:

- a) account information;
- b) bill payment options;
- c) concession entitlements;
- d) programs available to customers who are having payment difficulties, including our hardship policy;
- e) information about our complaint handling procedures;
- f) information about the Energy and Water Ombudsman of Victoria (EWOV); and
- g) property information statement on payment of an application fee.

12.2 Fees for information and advice

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

12.3 Permitted use

We will regularly inform relevant customers of our required limits on the permitted use of recycled water, non-potable water and our sewerage service which at least reflect:

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

12.4 Trade Waste

We will comply with the requirements of the Trade Waste Customer Service Code in relation to the provision of information to trade waste customers. Customers must apply to discharge Trade Waste to our system. For further information refer to our Trade Waste Charter on our website or contact us during business hours.

12.5 Sustainable use of water

We will provide information to you about the sustainable use of Victoria's water resources and how you can conserve water. For more information visit our website or call our office during business hours.

12.6 Water reuse

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

12.7 Billing history

Upon your request, we will provide your account and usage history for the preceding three years within 10

business days, or other period by agreement. We may refuse to provide a customer with their account and usage history where the provision of such information is contrary to the information handling procedures set out in our Family Violence Policy – Customer and the refusal is not in breach of the law.

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

12.8 Regulatory information

We will provide you upon request any regulatory instruments other than primary legislation under which we operate, including a copy of the ESC Customer Service Code.

12.9 Communication assistance

We provide you with access to an interpreter service for non-English speaking customers and a TTY service for speech and hearing impaired customers. Information about the service offered is on customer bills and at the start of this Charter.

12.10 Customer Obligations

We will use reasonable endeavours to keep each customer informed of the customer's material obligations under law including:

- a) to pay charges incurred after vacating a property unless we are given at least 48 hours' notice of the customer vacating the property;
- b) to ensure that each water meter is accessible to us;
- c) to maintain the property owner's infrastructure upon notice by us;
- d) to remove trees upon our request;
- e) to seek our consent for any building or construction work which might interfere with a service or system;
- f) to not alter any works connect to our works without our consent;
- g) to observe restrictions imposed by us in accordance with water law;
- h) to maintain combined sanitary drains in accordance with the water law or any independent agreement with other land owners connected to the combined sanitary drain.

12.11 Privacy

We comply with the Information Privacy Principles (IPPs) outlined in the *Privacy and Data Protection Act 2014 (Vic)* and the *Privacy Act 1988 (Commonwealth)*. Our Privacy Policy is available on our website.

Contact with our Privacy Officer can be made by letter or email to Privacy Officer – Coliban Water 'Confidential' – PO Box 2770, Bendigo Delivery Centre 3554 or by email to privacyofficer@coliban.com.au

13. COLIBAN WATER CUSTOMER & COMMUNITY REBATES

If we do not meet the service levels below, we will credit the rebate to the impacted customer(s).

Any rebate under this Charter:

- a) will be applied automatically to the eligible customer(s) or on customer application;
- b) will be applied to the customer's account as soon as practical after the entitlement to the rebate;

- c) may not be paid when the event leading to the service level failure is caused by, or is the responsibility of the customer or a third party; and
- d) may not be paid to Supply by Agreement customers.

Nominated Community Rebates will be paid to an appropriate community cause, representative or body in the area broadly affected. It may be in kind or financial as appropriate, and may include the provision of services or amenity to the area broadly affected.

	Type	Value
Customer Outcome 1: Supply high quality water you can trust		
There is an ongoing adverse water quality issue in your system, for example poor taste or colour	Customer	25% Water Access Fee
There is a short-term adverse water quality issue in your system, for example poor taste or colour	Community	\$5,000
Coliban Water issues a 'boil water' or 'do not consume' notice in your water supply system	Community	\$5,000
Customer Outcome 2: Provide infrastructure and services to meet customers needs now and into the future		
Rural customers receive less than 100% of water allocation in any given year	Customer	Infrastructure Charge refund
There is poor water flowrate / pressure in a supply area over a prolonged period	Community	\$5,000
Customer Outcome 3: Reduce our environmental footprint and achieve a socially responsible, sustainable business for future generations		
There is a sewer spill to local waterways or the environment that has a significant environmental impact	Community	\$20,000
Customer Outcome 4: Open and transparent about pricing and service disruptions, and easy to do business with		
Sewer intrusion into your house or building premises: blown seal	Customer	\$50 / \$100
Sewer intrusion into your house or building premises: contained within 1 hour	Customer	\$300
Sewer intrusion into your house or building premises: not contained within 1 hour	Customer	\$1,000
3+ sewer blockages affecting you in a year	Customer	\$100
4+ water supply outages affecting you in a year	Customer	\$50
Water supply interruption not restored within 5 hours	Customer	\$50
Your correspondence (letter or email) to Coliban Water not responded to within 10 business days	Customer	\$10
Restricting the water supply of, or taking legal action against, a residential customer prior to taking reasonable endeavours (as defined by the Essential Services Commission) to contact the customer and provide information about help that is available if the customer is experiencing difficulties paying	Customer	\$300
Failing to unrestrict a customer's water supply within 24 hours (1 business day) of confirmation that the reason for restriction no longer applies	Customer	\$300
Special Meter Read not completed within 1 business day after the scheduled read date	Customer	No charge
Planned water supply outage during peak periods (5AM-9AM & 5PM-11PM weekdays, all weekends)	Customer	\$100
High Priority inspection at practical completion not completed within 2 business days	Customer	\$250
High Priority mains extension approval not completed within 10 business days	Customer	No charge

14. FAMILY VIOLENCE

Coliban Water has a zero tolerance for violence which includes family violence and men's violence against women. We have a Family Violence Statement published on our website.

We must have a family violence policy and we must implement it. Coliban Water's policy is called Family Violence Policy – Customer.

As a minimum, the policy must:

- a) provide that all relevant staff have ongoing training to:
 - 1) identify customers affected by family violence;
 - 2) deal appropriately with customers affected by family violence; and
 - 3) apply our family violence policy and related policies and procedures to customers affected by family violence;
- b) identify the support we will provide to staff affected by family violence, including any training, leave, external referrals and counselling available;
- c) provide for the secure handling of information about those affected by family violence, including in a manner that maintains confidentiality;
- d) specify our approach to debt management and recovery where a customer is affected by family violence, including but not limited to:
 - 1) the recovery of debt from customers with joint accounts; and
 - 2) the circumstances in which debt will be suspended or waived;
- e) recognise family violence as a potential cause of payment difficulties and as an eligibility criterion for access to the water business' hardship policy under clause 5.3 and 5.4, and address what payment support will apply to customers affected by family violence;
- f) provides for a process that avoids customers having to repeat disclosure of their family violence and provides for continuity of service; and
- g) provides a means for referring customers who may be affected by family violence to external assistance.

We must:

- h) publish on our website, and keep up to date, the assistance and referrals available to customers affected by family violence and how customers may access such assistance;
- i) provide a copy our family violence policy to a customer on request; and
- j) include information in our customer charters about how we will assist customers (including joint account holders) affected by family violence, including the handling of customer information, billing and debt management.

15. 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.

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

Backflow prevention device means a device approved under AS 3500 National Plumbing and Drainage Code, used to prevent contaminants being introduced into our water supply system from a customer's water system.

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

Bursts or leaks means an unplanned event in which water is lost which is attributable to failure of a pipe, hydrant, valve, fitting or joint material regardless of cause.

Business day means a day on which the water business's head office is open for business, not being a Saturday, Sunday, public holiday or other identified day of business closure.

Complaint means a written or verbal expression of dissatisfaction about an action, proposed action or failure to act by a water business, including a failure of the water business 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 water businesses system;
- b) an owner of a property which is connected to a water business's system but is not an occupier;
- c) an occupier of a property that is connected to a water business's system and is liable for usage charges;
- d) an owner of a property that is not connected but to which a service is available from a water business and the water business imposes a service charge.

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*.

Drought means a prolonged period of low rainfall resulting in an actual or potential water shortage.

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

Enquiry means a written or verbal approach by a customer which can be satisfied by the water business providing written or verbal information, advice, assistance, clarification, explanation or referral about a matter.

15. DEFINITIONS

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

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

ESC means the Essential Services Commission established under the *ESC Act*.

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.

Family Violence is behaviour by a person towards a family member of that person if that behaviour is:

- a) physically or sexually abusive, emotionally or psychologically abusive, economically abusive, threatening, coercive, or in any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person; or
- b) behaviour by a person that causes a child to hear or witness, or otherwise be exposed to, the effects of behaviour referred to in paragraph (a).

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

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.

Information statement is a document that details of any encumbrances affecting the land, any works that are required to be carried out or any relevant tariff or other charge including any amounts outstanding.

Interruption means in the case of a customer's water supply, a total loss of flow from a water business to a customer, and in the case of a wastewater service there is an inability for the water business to accept wastewater to its system.

Landlord means any person who leases or rents a property to a customer.

Maintenance includes repair and replacement.

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.

Meter read means meter readings and special meter readers can occur through a property attendance or a digital reading of the meter (where a digital meter has been installed).

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

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

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

Permitted use rules means a water business's requirements under clause 12.3.

Person includes a body or association (corporate or unincorporated) and a partnership.

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

Property owner's infrastructure includes the customer's pipes, backflow prevention devices and other equipment of the customer connected to a system.

Reasonable charge means a fee or charge that is approved or specified by the ESC in accordance with clause 8 of the Water Industry Regulatory Order.

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 a water business's physical infrastructure for providing a water supply service, a recycled water service or a trade waste or sewerage service.

Trade waste has the meaning given to that term in the relevant water law.

Trade Waste Customer Service Code refers to the ESC's Trade Waste Customer Service Code: Urban Water Businesses which places additional obligations on water businesses specific to the management of trade waste services.

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

Unplanned interruption means an interruption to services to a customer caused by a fault in the water business's system or a fault which is the maintenance responsibility of the water business.

Water business means a regional water business or a metropolitan water business.

Water law means the relevant requirements contained in or made under the *Water Act 1989* and the *Water Industry Act 1994*.

APPENDIX 1 - APPROVED SERVICE STANDARDS

The ESC has approved the following standards and conditions of service and supply and associated targets for Coliban Water for the five year period to 2022-23.

Service Standard	2018-19	2019-20	2020-21	2021-22	2022-23
Water					
Number of customers experiencing more than 5 unplanned water supply interruptions in the year (number)	5	5	5	5	5
Average time taken to attend bursts and leaks (priority 1) (minutes)	32	32	32	32	32
Average time taken to attend bursts and leaks (priority 2) (minutes)	80	80	80	80	80
Average time taken to attend bursts and leaks (priority 3) (minutes)	1440	1440	1440	1440	1440
Average duration of unplanned water supply interruptions (minutes)	112	112	112	112	112
Average duration of planned water supply interruptions (minutes)	140	140	140	140	140
Sewerage					
Customers receiving more than 3 sewer blockages in the year (number)	2	2	2	2	2
Average time to attend sewer spills and blockages (minutes)	30	30	30	30	30
Average time to rectify a sewer blockage (minutes)	80	80	80	80	80
Spills contained within 5 hours (per cent)	99	99	99	99	99

Note: Numbers have been rounded