



RURAL CUSTOMER CHARTER

20 DECEMBER 2018

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Purpose

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

The Charter content

The purpose of this Rural Customer Charter is to inform rural customers about the standards and conditions of service and supply with which Coliban Water will comply with in providing services to rural customers. It sets out both our and our customers' rights and obligations.

If a customer covered by the Charter has a separate written agreement with Coliban Water, the terms and conditions of the separate agreement apply.

Copies of the Charter and other publications

Customers will be provided with a copy of this Charter when they enter into a new Licence arrangement. Copies of this Charter, our Urban Charter and our Trade Waste Charter are available on our website at www.coliban.com.au or on request during business hours via 1300 363 200.

We also have other documents available on our website at www.coliban.com.au or on request during business hours via 1300 363 200 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 20 December 2018 and applies from the time a Licence to Take and Use Water is established.

Amendments to this Charter

If we change the Rural 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.

1. CHARGES

1.1 Liability for charges

The customer is liable for all access, infrastructure, outlet, volumetric (water usage), excess usage charges and other appropriate charges.

When all or part of a Licence capacity is temporarily transferred, the owner of the Licenced volume is billed for infrastructure and access charges, while the receiver of the temporarily transferred volume pays the volumetric charge for the amount of water that they use.

1.2 How charges may be varied

Coliban Water may vary charges to customers, subject to the Water Act, our approved service standards and any relevant determination of the Essential Services Commission (the Commission).

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

We may calculate a pro-rata charge to effect a variation in charges where the variation date falls within the period during which a customer's bill is calculated.

2. COMPLAINTS AND DISPUTES

2.1 Complaints and disputes policy

We have established and documented policies and procedures for handling complaints. Contact can be made in writing, by email to coliban@coliban.com.au or by telephone on 1300 363 200.

Our complaints handling policy provides:

- that if you request a written reply we will respond to your enquiry or complaint within ten (10) business days, and
- 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
- that the reasons for a decision are provided to you in the response including details of the legislative or policy basis for the reasons appropriated, and
- a complaints escalation process that gives you the opportunity to raise the complaint up to the level of senior manager within our management structure if you are not satisfied with our response to a complaint, and

- information about referral to the Energy and Water Ombudsman Victoria (EWOV) and any other forum in the event that you have raised the complaint to a higher level and are still dissatisfied with our response, and
- that we are restricted in our ability to recover an amount of money which is in dispute until the dispute has been resolved, and
- that the person lodging a complaint is informed of the matters above.

2.2 Resolution of disputes

We will try to resolve any dispute directly with the customer. We will consider a dispute about non-payment resolved if:

- we have informed you of our decision on the complaint or any internal review of the complaint, and
- ten (10) business days have passed since you were informed, and
- you have not sought a further review under this clause or lodged a claim with EWOV or another dispute resolution forum.

If a complaint involves a dispute over an amount of money to be paid by a customer, we will not seek this amount from the customer unless the dispute has been resolved in favour of us, as set out in this clause.

The customer must pay any other amount owed to us which does not directly relate to the complaint.

2.3 Record of complaints

We will keep a record of all customer complaints and our responses to those complaints.

2.4 Complaints by Coliban Water

If we believe a customer has failed to perform their obligations under this Charter, we will try in good faith to resolve any dispute directly with the customer.

If, after doing so, we still believe the customer is in breach of this Charter, we may take enforcement action under the Water Act and in the courts.

3. BILLING

3.1 Billing frequency

Rural customers will be billed quarterly. The volume of water billed is measured at the outlet from our supply channel, or at the meter from the pipeline.

Some rural customers take water from our pipeline and storage systems, and the volume supplied is measured through meters. Where no meter is fitted, independently verified calibration tables are used. Copies of these tables are available on request.

We must consult with our Rural Customer Advisory Group and customers generally to determine or alter the dates or periods for billing customers.

3.2 Measuring water supplied

Where a meter is fitted, the customer will be charged for the volume of water measured by a meter except where the meter has failed a test in accordance with clause 3.5 or an estimate has been required in accordance with clause 3.3.

Meter readings can occur through a property attendance or a digital reading of the meter (where a digital meter has been installed). Customers must ensure that the meter is accessible for reading, testing, inspection and replacement by us.

Coliban Water may serve notice on the customer to make the meter accessible, under provisions of the Water Act summarised in clause 6.2.

If we are unable to gain access to read the meter on a customer's property, the customer may be asked to read it within 24 hours and advise us.

3.3 Estimated meter readings

We will endeavour to ensure that all metered supply customers have an actual meter reading quarterly.

However, we may estimate the reading if the meter is inaccurate as set out in clause 3.4.

In estimating the reading, we will base the estimate on the customer's usage history at the property (if available) and using any method specified under the Water Act.

Meters are installed on pipeline and storage customer outlet points in consultation with customers. A meter can only be installed with our approval, and at our request or that of the property owner or a Body Corporate.

Installation costs for new properties will be the responsibility of the property owner. Costs for installing new meters in existing properties will be the responsibility of the party who requested the installation.

The meter is owned by us once it has been installed and must be:

- supplied or approved by us,
- installed by a licenced plumber or us, and
- maintained by us at no extra cost to the customer unless the customer has damaged the meter.

Where no meter is fitted, water supplied will be measured using established calibration tables. These tables take the depth of the water above the invert of the outlet, and the period of time water is running through the outlet, to calculate the amount of water supplied.

3.4 Special meter readings

A customer on a pipeline with a metered outlet may request a special meter reading and an additional bill outside the normal billing cycle. Special meter readings can occur through a property attendance or a digital reading of the meter (where a digital meter has been installed).

We may calculate the outstanding charges by:

- reading the meter on the customer's property, on payment of a special meter read fee as set out in our Schedule of Fees and Charges, or
- where a meter reading cannot be obtained by the specified date, estimating the charges based on the customer's historical usage data at that property (where available). An estimated bill will be provided at no cost to the customer.

When a special meter read is undertaken for a pipeline customer and an additional bill raised, access and capacity charges will also be levied for the relevant period of the new account.

3.5 Meter testing

We may at any time, and must within ten (10) working days of a request from a customer, test the meter which has been installed to measure and record the amount of water supplied to the customer to ascertain whether or not the meter is accurate.

If required, we will conduct the test and calculate the measurement error:

- in accordance with a method which is representative of the customer's consumption patterns, and
- any method which has been approved by the National Standards Commission.

If the test shows that the meter is reading high by an error measurement greater than two percent (2%) we must:

- replace the meter at our expense, and
- refund any charge paid by the customer for the test, and
- refund or credit any amount overcharged in accordance with clause 3.9.

We will 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 the meter is compliant.

A copy of the test report will be provided to the customer within five days of us receiving the test report.

3.6 Issue of bills

We must issue a bill to:

- the customer at the address nominated by the customer;
- where the customer has made a written request of us to do so, the customer's agent at the address specified in the request, or
- a person authorised to act on behalf of the customer at the address specified by the person.

If a customer has not notified us of an address, the bill will be sent to:

- the address of the property at which the charges in the bill have been incurred; or
- the customer's last known postal address.

3.7 Content of bills

A bill issued by us must contain the following information:

- the date of issue,
- the customer's billing address and account number,
- the address of the property to which the charges in the bill relate,
- (as applicable) the date on which the meter was read, or if the reading is an estimation, a clear statement that the reading is an estimation,
- the amount the customer is required to pay,
- the date by which the customer is required to pay – at least 14 days from the date we issue an account to pay,
- the ways in which the customer can pay the bill,
- information about help that is available if the customer is experiencing difficulties paying
- details of the water business's enquiry facility, including a 24 hour emergency telephone service number
- referral to interpreter services offered by the water business
- any outstanding credit or debit from previous bills
- information on concessions available and any concession to which the customer may be entitled
- if the bill relates to a licence, that failure to pay may result in suspension of the licence, and
- if we intend to charge interest on outstanding amounts, a clear statement of the rate of interest and the future date from which it is to be applied.

3.8 Presentation of charges

All charges on the bill will be separately itemised.

3.9 Adjustment of bills

We may recover an amount undercharged if:

- except in the case of illegal use, 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, and
- the amount to be recovered is listed as a separate item and is explained on or with the customer's bill, and
- we allow 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
- we allow the customer to pay the amount to be recovered through an instalment plan in accordance with clause 4.3.

We may identify an amount undercharged as a result of a customer's illegal use of water by estimating the usage for which the customer has not paid. In respect of this amount, we may exercise other rights available, including rights under clause 6.

Where a customer has been overcharged we must:

- inform the customer within ten (10) business days of becoming aware of the error, and
- 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 (see clause 3.5) we will refund or credit any amount overcharged as outlined above. 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.

3.10 Concessions

Customers are eligible for State Government funded concessions for their service charges and/or usage charges where liability to pay exists under clause 1.1, if they hold one of the following recognised concession cards:

- a pensioner concession card
- a health care card
- a Department of Veterans' Affairs gold repatriation card

provided that the rural property supplied under the Licence is the customer's principal place of residence.

We will ensure that concessions will be credited to a customer's account within 24 hours of sighting the original card or receiving a copy. The concessions only allow for a capped amount to be applied to an account each year.

4. PAYMENTS

4.1 Payment methods

We will accept payment from customers:

- in person at a network of agencies or payment outlets
- by Centrepay
- by mail
- by direct debit under a payment arrangement agreed by the customer, us and the customers bank (we may not accept direct debit from a credit card)
- by telephone, using a credit card
- over the internet using BPay, BPoint or by Post Billpay, and
- in advance.

We will not require customers to agree to direct debit as a condition of their water supply.

Where a customer is to 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.

A customer may provide us with their credit card details (by telephone or in person) in order to make a single payment of one instalment or a full account. We will only use the information provided for a single transaction, as agreed with the customer at the time.

4.2 Payment difficulties

Subject to the Water Act we must, on a case-by-case basis, assist customers who have payment difficulties by:

- 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 payment plans in accordance with clause 4.3; or
 - b) redirection of the bill to another person for payment provided that person agrees in writing;
- providing for written confirmation of an alternative payment method referred to in clause 4.1 to be sent to customers within ten (10) business days of an agreement being reached;
- offering to suspend the due date for some or all of an amount owed;
- having policies stating any circumstances in which it will waive or suspend interest payments on outstanding amounts; and
- where appropriate, referring customers to:
 - a) government funded assistance programs; or
 - b) a rural financial counsellor.

4.3 Flexible payment plans

Any flexible payment plan we offer to customers must:

- state the period over which the customer will pay the agreed amount, and
- specify an amount to be paid in each period, and
- be able to be renegotiated at the request of a customer if there is a demonstrable change in their circumstances, and
- be confirmed in writing to the customer prior to or as soon as practicable after the flexible payment plan commencing.

We are 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 (based on the circumstances) to the water business that the customer will comply with the plan.

4.4 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 5.7, 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 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.

5. COLLECTION

5.1 Reminder notices

If a customer fails to pay by the date set out in the bill (refer clause 3.7), Coliban Water or an authorised agent working on our behalf will send a second bill or notice which will state information on assistance available as set out in clause 4.2.

5.2 Warning notices

If a customer fails to pay within five (5) working days of receipt of this second bill or notice, a further notice will be sent which:

- specifies the assistance which is available, including contact information for EWOV,
- advises that the bill is overdue and must be paid for the customer to avoid legal disconnection or restriction action, and
- 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), and
- cautions that, if legal or restriction action is taken, a customer may incur additional costs relating to the fixing of a restricting device (where metered), disconnection or in connection with the legal action taken.

Legal action, restriction or disconnection of the water supply will not occur unless:

- at least 28 working days have elapsed since issue of the first bill the customer has been sent information on programs that are available to help people with payment difficulties (refer clause 4.2),
- the amount outstanding is greater than \$200, and
- a Coliban Water representative has attempted to make further contact with the customer about the non-payment by means of a visit, telephone call or mail and, in the case of disconnection, the customer has been notified of the date of the proposed disconnection, and
- the customer has been offered an instalment plan or other alternative payment arrangement consistent with the customer's capacity to pay as set out in clause 4.3, and has failed to respond or refused to agree to it, or
- the customer has agreed to an instalment plan or other alternative payment arrangement consistent with the customer's capacity to pay, but has failed to comply with the arrangement and failed to pay the amount owed.

Disconnection will not occur unless all other avenues to resolve outstanding debt have been utilised. Restriction on the availability of the Licence entitlement may be applied.

All reasonable efforts will be taken to provide assistance to customers with payment difficulties during the collection cycle.

5.3 Additional content of reminders and warning notices

All reminder notices and warning notices must contain (in addition to the requirements of clause 5.1 and 5.2) all of the information listed in clause 3.7 except information about meter readings, usage, previous bills or past payments.

5.4 Charge for dishonoured payments

We may recover from the customer an amount charged Financial Institutions due to:

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

5.5 Interest on unrecovered amounts

- a) Subject to water law, clause 4.4(c), clause 5.6 and the remainder of this clause 5.5, 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.

5.6 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.

5.7 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. ACTIONS FOR NON-PAYMENT

6.1 For non-payment

If a customer does not pay an amount owed, then we may discontinue the supply of water to the customer.

We must not take action to discontinue the supply of water unless we have taken the steps detailed in 5.2.

We will not discontinue a customer's rural water supply if:

- the amount owed by the customer is less than \$200,
- if the customer has contacted us to establish a payment arrangement as set out in clause 4.3,
- the customer is eligible and has lodged a claim for a Government funded concession, but has not yet been granted the concession as set out in clause 3.10,
- the customer has applied for a Utility Relief Grant or a Water Rebate and the claim has not yet been decided, or
- there is a dispute between the customer and us about the amount unpaid which has not been resolved as set out in clause 2.

Discontinuation of supply may result if the customer does not pay any amount which is not in dispute.

6.2 For other reasons

We may discontinue the supply of water to a customer if:

- we believe that private works for the supply of water to the customer are inadequate or not properly constructed or maintained, and we have given the property owner notice to repair or carry out maintenance on those private works, and the notice has not been complied with, or
- the customer has breached any provision of the Water Act dealing with the use or taking of water, or
- the customer has refused entry onto the property to an employee or contractor of Coliban Water who was investigating such a breach.

We may discontinue service to a property from our system if the owner or owner/occupier has failed to comply with a notice from us to remedy a breach of the Water Act, or any other relevant legislation or regulations.

6.3 Other restriction issues

Where we discontinue the supply of water, customers will be unable to access any of their Licence entitlement.

If a customer's water supply has been discontinued, we will restore the service following:

- payment of bills for which the discontinuation of service occurred, or
- agreement with the customer on how those bills will be paid, or
- rectification of the reason for the discontinuation of service, and
- payment of any appropriate fee set out in the Schedule of Fees and Charges.

We may suspend the customer's Licence for a period of 12 months where:

- the customer's supply has been discontinued for more than 30 days,
- there is outstanding debt greater than \$1000, and
- all reasonable attempts have failed to secure payment of the outstanding amount (or reach an agreed payment arrangement).

Where a customer has had their Licence suspended for non-payment of outstanding fees, we will reinstate the Licence and restore the customer's service as outlined above, once the outstanding debt, all legal charges, and the appropriate administrative fee have been paid in full.

We will restore the customer's service within 24 hours of payment (provided water is available in the appropriate channel section at that time).

7. WORKS AND MAINTENANCE

7.1 Coliban Water

We are responsible for maintaining all channels, drains, weirs, dams, pipes and fittings that form part of our rural water supply system, and for maintaining a free flow of water within the supply channels and pipelines.

We will attempt, where possible, to undertake maintenance and upgrade works outside of the rural season. However, at times maintenance or urgent repairs may have to be undertaken during the season, which could result in disruption of supply to customers.

7.2 Customer notice for planned works

Sometimes we may need to carry out planned construction or maintenance works.

We will provide seven days' notice to customers whose properties are likely to be affected by these works.

7.3 Notice in emergencies

In an emergency, we have the right under the Water Act to enter properties without notice, although where possible customers will be informed.

We also have the right to enter properties to inspect or maintain our rural water supply system.

7.4 Customers

The customer is responsible for maintaining all private channels and extensions from the point of connection to our rural water supply system (that is, from the outlet on the Coliban Water channel, pipeline or storage). This may include some channels and road crossings outside the customer's property.

The customer is responsible for maintaining a free flow of water from the upstream side of the outlet point to their property during water delivery. We will not be responsible for water losses from the point at which the water passes out of our channel / pipeline and into the customer's outlet.

Customers can contact us to obtain further details of the system boundaries and their responsibilities.

The customer may be required to undertake maintenance work under the Water Act.

Under circumstances specified in the Water Act, we may deliver notice to a customer requiring them to:

- maintain works on the property;
- remedy a contravention of the Water Act or a requirement made by us under the Water Act.

If the property owner fails to comply, the Water Act provides that we may take the action specified in the notice and charge the customer the reasonable costs for which they are responsible.

The time for compliance specified in the notice given to a customer to take the action specified will be reasonable, and not less than 48 hours after the notice has been delivered.

7.5 Building work by the customer

Under the Water Act, customers must not, without our prior consent, undertake any building or construction work:

- which may interfere with our water supply or wastewater systems,
- over easements for water supply, wastewater or drainage purposes, or
- over, or next to our water supply and wastewater systems.

Customers may apply to us for permission to install an 'occupation crossing' in or over the channel system. Specific guidelines apply. We reserve the right to remove, without notice, any illegal occupation crossings placed in or over the channel system.

7.6 Contribution to new works

Where we intend to build a new outlet at a customer's request, the cost of that outlet construction will be billed to the customer.

7.7 Interference with our works

Under the Water Act, customers must not alter any works connected to our works without our consent.

7.8 Damage and illegal work

We are not responsible for any damage caused by a customer though illegally connected services.

8. ENTERING A CUSTOMER'S PROPERTY

8.1 Reasons for entry

Under the Water Act, a customer is required to allow us entry to their property:

- to inspect, read, test or replace the meter, carry out planned works, inspect new connections, alter existing connections, or discontinue the water supply in accordance with sections 10 and 5 of this Charter,
- in an emergency, or
- to inspect works or make any test to check compliance with the Water Act.

8.2 Customer notice

Under the Water Act, we must give customers seven days' notice to enter their property for works, except in an emergency or if the customer consents to a shorter time.

No notice is required for meter readings or routine rural channel operations/maintenance.

Customers are requested to advise us of any concerns relating to crop sensitivity to herbicides or other special needs.

8.3 Times of entry

Under the Water Act, our staff and contractors must not enter residential properties outside the hours of 7.30am to 6pm unless:

- the occupier consents,
- we have reasonable grounds for believing that the Water Act is not being complied with by the occupier, or
- an emergency exists.

8.4 Impact on customer property

Under the Water Act, we are required to ensure that, where our employees or contractors enter a customer's property, they:

- cause as little harm or inconvenience as possible,
- only stay on the property for as long as is reasonably necessary,
- remove all rubbish and equipment they have brought onto the property, and
- leave the property as nearly as possible, in the condition that they found it.

8.5 Keys held by Coliban Water or contractor

Where our staff or our contractors hold keys to a customer's property, these will be held in safe custody and returned when the customer notifies us of their vacation of the property. Entry points of properties (including gates) will be left as found.

8.6 Identification

Employees or contractors of Coliban Water will carry identification that will be produced or displayed at the time of entering a customer's property.

8.7 Notifying Coliban Water of dangers

Customers are required to advise our employees and contractors of anything on their property that they know could be dangerous to the employees or contractors, such as a dangerous dog.

9. RURAL WATER SERVICES

We provide rural customers with non-potable water on a 'Licence' basis.

If a customer's property is serviced by our rural water supply, we must make all reasonable efforts to supply the customer with water supply services to meet the Licence agreement, except if the water supply is restricted or service discontinued in accordance with clause 6.

However, **due to the seasonal nature of the rural water supply services, this supply cannot be guaranteed.** At times, water may not be available to customers.

Customers **should not** rely on our rural water supply service for their firefighting needs.

9.1 Supply is by Licence

The supply of water via our rural water supply system is by Licence issued under Section 51 of the Water Act. **The rural water supply is a non-potable (i.e. not suitable for human consumption).**

Supply of water is subject to the Terms and Conditions as detailed in the Copy of Record for the Licence.

9.2 Flow rate

No minimum flow rate is applicable for rural water supply. (Indicative rates may be obtained from the Rural Services Officer who operates your channel).

(Note that the flow rate is measured at the outlet from our channel, pipeline or storage access point.)

9.3 Drought and rural water restrictions

In the case of drought, we may reduce or restrict the quantity of water supplied in accordance with our Drought Risk Management Plan, the Water Act and in consideration of the agreements between Coliban Water and other water head works suppliers. An initial percentage availability will be determined, which will be the *minimum* amount of water we can guarantee to provide rural customers for the season.

We will publish details of the percentage availability (allocation) in local newspapers on or before the date it comes into effect. We will also advise customers in writing.

Availability will be reassessed on a monthly basis once the allocation has been introduced, and confirmed (or reviewed upwards) on the 15th day of each month for the duration of the rural season. Customers will be notified of any change.

9.4 Water quality

Water supplied by our rural water supply system is non-potable and is not fit for human consumption.

Coliban Water uses herbicides such as glyphosate when undertaking routine channel maintenance. Any customer who has concerns about the sensitivity of their farm produce to such chemicals should contact us.

We have the ability to supply customers in the Ascot and Cockatoo Hill systems with recycled water, which must comply with any standard set by the EPA Victoria. Customers in these systems must have completed a Recycled Water Supply by Agreement.

9.5 Unplanned interruptions

Our aim is to ensure unplanned interruptions to a customer's rural water supply are minimised.

Where an unplanned interruption of the water supply occurs, we will minimise inconvenience to customers by:

- restoring the water supply as quickly as possible,
- providing as much information as practicable, and
- reaching a mutually suitable time for an alternative water run (channels only).

9.6 Bursts or leaks response

Where we are notified of a burst or leak to the rural water supply system, we will attend as quickly as possible and in any case:

- a) within a maximum of four (4) hours where the burst or leak is causing, or has the potential to cause, substantial or moderate damage or harm to customers, property or the environment, or
 - b) within a maximum of 48 hours where the burst or leak is causing no discernible impacts on customers, property or the environment.
- Where a leak does not need immediate repair, we will notify all affected customers (and the person who reported the leak) of action which will be taken.

9.7 Ordering and cancelling water

Prior to the commencement of each rural water supply season, we will provide all Licence holders with information about the start date for the season (which is generally demand driven), contact numbers for water orders and other relevant seasonal information.

We require two (2) business days' notice when ordering water. Where possible, we will meet the customer's request. However, requests such as pre-booked demand on the relevant channel may require some negotiation about start and end dates for the run.

Customers on rostered channels will only be supplied during the scheduled periods when their channel is available.

To minimise system wastage, 24 hours' notice is required to cancel an order. In the event of heavy rain, shorter cancellation periods will be accepted. However, customers may be requested to take supply until water can be shut down within the system.

The ordering and delivery of water on channels will be made in daily flows only, due to the requirement for the Rural Services Officer to open and close the outlet. Where a customer has insufficient volume remaining to receive a full days run, we will make available the balance necessary to make up a full day, and the customer will be liable for all volumetric fees associated with the additional allocation volume.

9.8 Restricted and rostered channels or pipelines

Customers who have Licences on restricted channels (or pipelines) will be advised at the time of taking out their Licence. Customers on rostered channels will be provided with roster information annually in their preseason information pack.

Some channels in our rural water system are designated 'restricted'. We will consider closure of all or part of restricted channels and pipelines when one or more of the following circumstances apply:

- The cumulative hydraulic efficiency of the channel is less than 50%
- The channel supplies land only within an urban area or an area zoned for urban development
- The channel passes through an area where a high public risk has been identified
- An alternative supply is available to Licence holders at reasonable cost
- Coliban Water incurs the financial losses incurred by continuing operation of the channel
- The financial benefit derived by the Licence holders from the water used is not significant.

No additional permanent Licence capacity will be approved on 'restricted' channels. Temporary Licence transfers for a single season may be approved, subject to meeting certain criteria, such as system capacity.

Customers will be given a minimum of three (3) years notice in writing of our intention to close a channel.

Some channels are rostered over the water delivery season. This means water delivery on these channels will only be available during specified periods of time.

10. CUSTOMER AND COMMUNITY REBATES

If we do not meet the service level below, we will credit the rebate to the impacted customer/s.

Any rebate under the Charter:

- a) will be applied automatically to the eligible customer/s; and
- b) will be applied to the customer's account as soon as practical after the entitlement to the rebate.

Guaranteed Service Level obligation	Approved payment
Rural customers receive less than 100 percent of rural water allocation in season*	Infrastructure Charge same percentage as allocation

* To be determined as allocation made as at 1 April each year.

If the rural water licence is traded during the season, the vendor and purchaser will each receive rebate proportional to their ownership that year (1 July – 30 June)

10.1 General service and product standards

We will comply with our general obligations under the *Competition and Consumer Act 2010* and will provide any services under this Charter with due care and skill. Any materials provided by us in connection with those services will be reasonably fit for the purpose for which they are provided.

10.2 General right to compensation

If we breach this Charter or otherwise fail to perform our functions adequately, and a customer has suffered any financial loss as result, then the customer may have a right to claim compensation or seek rectification from us.

In such cases, the customer's right to compensation may arise under this Charter, the *Water Act*, the *Fair Trading Act 1999*, the *Building Act 1993* or the *Competition and Consumer Act 2010*.

11. 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 4.2 and 4.4, 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.

12. CONSERVING WATER

12.1 Reducing Licence capacity

Reducing the amount of water used will reduce a customer's usage charges. Where customers experience a reduced requirement for water relative to their Licence entitlement, they may consider selling their excess entitlement on the open market (either as a permanent or a temporary transfer), or relinquishing the excess entitlement to Coliban Water. By reducing Licence entitlement, future volume and infrastructure charges will be reduced.

13. CONSULTATION AND INFORMATION

13.1 Engaging customers

We will establish and maintain forums to enable the contribution of customers in our planning and decision making process.

13.2 Enquiries

We will respond to requests for information consistent with normal commercial practices and in the time specified in clause 2.1.

On request we will provide a customer, or their representative with written authorisation, with copies of any documents have concerning the customer's billing history and, subject to clause 2.1, which are reasonably available.

We will ensure that the last three years of a customer's billing history (volume of water used, charges and payments) is stored in such a way that information can be provided quickly and at no cost to the customer during a telephone enquiry.

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 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.

Coliban Water will provide copies of the following materials to customers on request:

- this Charter,
- the current Schedule of Fees and Charges, and
- materials for customers with special communication needs, providing information about this Charter and our rural water supply service.

Under the Water Act, any person may obtain an information statement in relation to any customer's property, on payment of an application fee to us.

The information statement will specify:

- any encumbrances and outstanding orders relating to the property, and
- any outstanding amounts owed to Coliban Water, inclusive of charges for the current billing period.

13.3 Privacy

We are committed to the principles of the *Privacy and Data Protection Act 2014 (Vic)* and the *Privacy Act 1988 (Commonwealth)* and will only collect personal information about customers for the purpose of providing rural water services, and for undertaking relevant market research. We are obliged to keep customer information confidential, consistent with guidelines issued by the Essential Services Commission.

If a customer wishes to provide access to their billing information to a third party, we require written authorisation from the account owner. Until such authorisation is received, account details can only be discussed with account holders listed on our billing system.

Further information on our obligations is available on our website www.coliban.com.au or by calling us.

14. DEFINITIONS

Allocation means the amount of water allotted (entitlement) to a specific Licence to Take and Use Water. This is usually the full capacity on the Licence, but in times of drought and subsequent restrictions on access to rural water capacity, will be deemed to be the percentage allowed under the restriction as specified at the time.

Arrears mean an amount of money owed to Coliban Water by a customer.

Billing Period means any period for which a customer's bill was 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.

Channel means a (generally) open drain through which Coliban Water supplies customers on the rural system with raw water.

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

Copy of Record is a copy of the rural licence as held in the Victorian Water Register.

Private channel means the drain through which customers take water from the outlet structure on Coliban Water's channel system for delivery to their property.

Complaint means a written or verbal expression of dissatisfaction about an action, a proposed action, or a failure to act by Coliban Water, its employees or contractors. This includes failure by Coliban Water to observe its published policies, practices or procedures. *(See also the definition below of enquiry)*

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

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

EWOV refers to the Energy and Water Ombudsman Victoria.

Failure to comply with an instalment plan means that one previous payment is outstanding from a due payment notice.

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).

Information Statement is a document which is issued upon receipt of an application in writing, and accompanied by the appropriate fee, that gives 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 water by Coliban Water to the customer.

Maintenance includes repair and replacement.

Meter Assembly means the apparatus consisting of a water meter, stop valve, strainer and any additional valves, but does not include a backflow prevention device which has been installed downstream of the outlet of the meter.

Minister means the Minister administering the Water Act.

Pipeline means a pipeline that supplies raw water to customers who hold a Licence to Take and Use Water. Access from such infrastructure is generally by means of a meter at the outlet point.

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

Planned interruption means an interruption that is caused by Coliban Water to allow planned maintenance or augmentation to be carried out, and involves a disruption of service to the customer.

14. DEFINITIONS

Planned works means the carrying out of any water supply service works, including surveying and associated work for new property developments, which are planned, scheduled or known about in advance by Coliban Water. Such works may also result in planned interruptions.

Private Works are works carried out to water transportation infrastructure that do not fall under Coliban Water's responsibility.

Reasonable assurance means, in relation to a customer's offer to pay, a fair and reasonable expectation (based on all the circumstances leading to, and which are anticipated to follow, the offer) that the customer will meet the terms of the offer.

Rural Customer has the meaning given in clause 2. 1.

Schedule of Fees & Charges is the schedule of approved fees and charges which is available on our website or by request during business hours from our Customer Contact Centre.

Serviced property means a property that is covered by a Licence to Take and Use Water from Coliban Water's rural supply system, and to which supply of water from Coliban Water's channels, pipelines or storages is possible. Under each Licence, the area serviced is specified by reference to title details.

Transfers (Temporary and Permanent) mean the permanent sale or temporary transfer of rights under the Licence to Take and Use Water. Permanent sales of all or part of Licence entitlement vest rights in the purchaser upon approval of the transfer by Coliban Water. Temporary transfers apply only to the current rural water season, and can only be made between existing Licence holders, upon the approval of Coliban Water being granted.

Unplanned interruption means an interruption which is caused by a fault in Coliban Water's system or a fault which is the maintenance responsibility of Coliban Water as set out in clause 7.1 of this Charter.

Water Act 1989 includes all amendments to, and any regulations made under, that Act.

Water supply services mean the functions described in Section 163 of the Water Act.

Working days means normal work days (Monday Friday) where working days is not specifically mentioned the reference will be to any day of the week (Sunday Saturday).