



# *Rural Customer Charter*

01 March 2023

# Contents

<b>The Charter Content</b>	
<b>Copies of the Charter and other publications</b>	
<b>Contact details</b>	
<b>Customer communication assistance</b>	
<b>Charter commencement</b>	
<b>Amendments to this Charter</b>	
<b>1. Charges</b>	<b>4</b>
1.1 Liability for charges	4
1.2 How charges may be varied	4
<b>2. Complaints and disputes</b>	<b>4</b>
2.1 Complaints and disputes policy	4
2.2 Resolution of disputes	4
2.3 Record of complaints	5
2.4 Complaints by Coliban Water	5
<b>3. Billing</b>	<b>5</b>
3.1 Billing frequency	5
3.2 Measuring water supplied	5
3.3 Meter readings	5
3.4 Customer self reads	6
3.5 Special meter reads	6
3.6 Meter testing	6
3.7 Issue of bills	6
3.8 Content of bills	7
3.9 Presentation of charges	8
3.10 E-Bills	8
3.11 Adjustment of bills	8
3.12 Concessions	9
3.13 Digital Metering Data	9
<b>4. Payments</b>	<b>9</b>
4.1 Payment methods	9
4.2 Payment difficulties	10
4.3 Flexible payment plans	10
4.4 Customer Support	11
4.5 Customers chosen representative or support person	11
<b>5. Collection</b>	<b>12</b>
5.1 Reminder notices	12
5.2 Final notices	12
5.3 Additional contents of reminders and final notices	13
5.4 Charge for dishonoured payments	13



5.5 Other Charges	13
5.6 Application of funds	13
<b>6. Actions for non-payment</b>	<b>13</b>
6.1 Suspension	13
6.2 Restriction and legal action to be measure of last resort	13
6.3 Limits on suspension, restriction and legal action	14
6.4 For other reasons	14
6.5 Other restriction issues	15
6.6 Removal of restrictions	15
<b>7. Works and maintenance</b>	<b>15</b>
7.1 Coliban Water	
7.2 Customer notice for planned works	15
7.3 Notice in emergencies	15
7.4 Customers	15
7.5 Building works by the customer	16
7.6 Contribution to new works	16
7.7 Interference with our works	16
7.8 Damage and illegal work	16
<b>8. Entering a customer's property</b>	<b>16</b>
8.1 Reasons for entry	16
8.2 Customer notice	16
8.3 Times of entry	17
8.4 Impact on customer property	17
8.5 Keys held by Coliban Water of contractor	17
8.6 Identification	17
8.7 Notifying Coliban Water of dangers	17
<b>9. Rural water services</b>	<b>17</b>
9.1 Supply is by Licence	17
9.2 Flow rate	18
9.3 Drought and rural water restrictions	18
9.4 Water quality	18
9.5 Unplanned interruptions	18
9.6 Planned interruptions	19
9.7 Burst of leaks response	19
9.8 Ordering and cancelling water	19
9.9 Restricted and rostered channels or pipelines	19
<b>10. Guaranteed Service Levels</b>	<b>20</b>
10.1 General service and product standards	20
10.2 General right to compensation	20
<b>11. Family Violence</b>	<b>21</b>
<b>12. Conserving Water</b>	<b>21</b>
12.1 Reducing licence capacity	21
<b>13. Unauthorised Use Policy</b>	<b>22</b>



<b>14. Consultation and information</b>	<b>22</b>
14.1 Engaging customers	22
14.2 Enquiries	22
14.3 Privacy	23
14.4 Communication Assistance	24
<b>15. Definitions</b>	<b>24</b>



## 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.

This Charter is effective from 01 March 2023 and applies from the time a Licence to Take and Use Water is established, replacing our Rural Customer Charter of 20 December 2018

## 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 Customer Charter and our Trade Waste Charter are available on our website at [www.coliban.com.au](http://www.coliban.com.au) or on request during business hours via 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

General and billing enquiries and 24 hour faults and leaks: 1300 363 200

<b>Rural Water Orders Line:</b>	1300 761 738
<b>Email:</b>	<a href="mailto:colban@coliban.com.au">colban@coliban.com.au</a>
<b>Website:</b>	<a href="http://www.coliban.com.au">www.coliban.com.au</a>
<b>Office address:</b>	37-45 Bridge Street, Bendigo Victoria 3550
<b>Postal address:</b>	PO Box 2770 Bendigo DC Victoria 3554
<b>Business hours:</b>	8am – 5pm Monday to Friday

## Customer communication assistance

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

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

## 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.

We will use reasonable methods we consider most effective to publicise any variation, which may include, but not limited to;

- Website updates;
- Radio interviews;
- Social media and / or SMS

# 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](mailto: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 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
- 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.

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

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.

### **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.

Customers must ensure that the meter is accessible for reading, testing, inspection and replacement by us.

We 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 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 3.5.

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.

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 quarter. If we cannot obtain an actual read we will estimate

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 Customer self reads

A customer may provide a self-read via telephone, email, through our website or in writing after a customer has received a bill based on an estimate read.

You may request an adjusted bill, if you have received a bill based on an estimated read and have supplied a self-read.

We will advise you of any changes to your payment obligations and will not apply a charge for any customer who supplies a self-read and / or who requests an adjusted bill.

### 3.5 Special meter reads

A customer on a pipeline with a metered outlet may request a special meter reading and an additional bill outside the normal billing cycle.

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;
- Accepting a self-read in accordance with clause 3.4
- Reading the meter remotely through a digital meter, where a digital meter has been fitted to the meter.

Special meter read fees will not apply;

- if the property has an active digital meter;
- if the customer is receiving assistance under our support programs for payment assistance.

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.



### 3.6 Meter testing

We may at any time, and must within 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.

The customer will meet the costs of the test if the meter is shown not to be inaccurate.

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.

### 3.7 Issue of bills

We must issue a bill to:

- the customer at the address or email 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 or email address specified in the request, or
- a person authorised to act on behalf of the customer at the address or email 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.

### 3.8 Content of bills

A bill issued by us must contain the following information:

- the date of issue,
- the customer's billing address and customer 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 customer's water usage,
- an explanation of the charges,
- the total of any payments made by the customer since the last bill was issued,
- the amount the customer is required to pay,
- the date by which the customer is required 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 our enquiry facility, including a 24-hour emergency telephone service number

- referral to interpreter services offered by us
- 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.

### 3.9 Presentation of charges

All charges on the bill will be separately itemised including;

- a) any service charge to the property;
- (b) any usage charge in connection with the provision of services provided;
- (c) any interest payable on outstanding amounts; and
- (d) any rates and other charges.

### 3.10 E-Bills

We may send bills electronically in digital format. E-Bills will include but is not limited to;

- a) any service charge to the property;
- b) a clear and accessible link to the full bill or instructions about how to access the full bill;
- c) the amount payable and the due date;
- d) the methods by which the bill can be paid;
- e) the customer's water usage for the current billing period;
- f) information about assistance that is available if a customer is experiencing difficulties paying and how to access this assistance;
- g) (vi) information about a water business' customer support policy.

### 3.11 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 4 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.

Where we recover for an amount undercharged in accordance with the above, we will not apply any interest charges to the amount undercharged

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 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.

### 3.12 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.

### 3.13 Digital Metering Data

We will use data collected from digital meters in accordance with our Privacy Policy as available on our website.

Data collected will be used for identification of leaks, water security analysis, network improvements and billing purposes and within our business framework.

## 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 customer's bank (we may not accept direct debit from a credit card)
- by telephone, using a credit card
- over the internet using BPay or by Post Billpay, and
- in advance.

We will not require customers to agree to direct debit as a condition of their water supply or in the issue of a licence.

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 assistance

We will assist customers, who require payment assistance by:

- a) adopting an approach that is appropriate to that customer's circumstances on a case-by-case basis in accordance with a customer's capacity to pay including:
  1. offering a range of payment options, including flexible payments in accordance with clause 5.3; or
  2. redirection of the bill to another person for payment provided that we and the person agree in writing;
  3. no additional debt recovery costs, including no interest on overdue amounts while payments are made to Coliban Water according to a flexible payment plan
- 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) Providing information on how to reduce water usage, improve water efficiency and refer to relevant government water efficiency programs;
- e)
- f) 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.
- g) Enrolment in our Coliban Assist Program for longer-term on-going support and assistance.

## 4.3 Flexible payment plans

We make flexible payment plans available to customers. Under a flexible payment plan, the customer pays an agreed amount each period (usually fortnightly). A flexible payment plan will:

- state how the amount of the payments has been calculated; and
- 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 modified, at the request of a customer, to accommodate change in their circumstances, in accordance with our customer support policies. 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 us that the customer will comply with the plan.

On establishing a flexible payment plan or a revised plan, we will provide customers a schedule of payments in writing, showing:

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

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

#### 4.4 Customer Support policy

We have a Customer Support policy that applies to all rural and small business customers who are identified either by themselves, us, or an independent accredited financial counsellor, qualified accountant, as experiencing payment difficulties. A copy of our Customer Support policy is available on our website or by contacting us during business hours.

Without limiting this general obligation, our Customer Support policy:

- a) provides internal assessment processes:
  - 1) will determine a customer's eligibility using objective criteria as indicators of hardship & vulnerability; and
  - 2) is designed to make an early identification of a customer' experiencing payment difficulties; 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 or in an assistance program 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 or in an assistance program and exempting the debt from the accrual of interest on overdue amounts during the customer's period of hardship – while payments are made to Coliban Water 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 the *Water Act 1989* (Vic) and the *Water Industry Act 1994* (Vic), 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.

#### 4.5 Customers chosen representative or support person

Customers may choose to have a support person or other representative listed for communications where appropriate. Support persons or other representatives will be listed against the account as an authorised representative where requested.

## 5. Collection

### 5.1 Reminder notices

We will send you're a reminder notice of any unpaid bill, no earlier than 2 business days after the due date if an account balance is not paid by the due date.

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 which will include;

- a) The overdue amount;
- b) The date of issue;
- c) An explanation of the notice in plain language and why it is being issued;
- d) A due date by which payment must be made, not earlier than six business days from the date of issue for the reminder notice and a statement that payment is required of the overdue bill;
- e) Information about payment difficulty assistance available;
- f) Payment options and information about payment assistance available;
- g) Warning about further action we may undertake, including referral of any outstanding amount to a debt collection agency for collection;
- h) Details about how to contact us.

### 5.2 Final notices

If the reminder notice remains unpaid, we will send a final payment notice within 15 business days of the issue date of a reminder notice, in the same manner in which we sent the bill that:

- a) The overdue amount;
- b) The date of issue;
- c) An explanation of the notice in plain language and why it is being issued;
- d) A due date by which payment must be made, not earlier than six business days from the date of issue of the final notice and a statement that payment is required of the overdue bill;
- e) specifies the assistance which is available to the customer, including information about EWOV (including EWOV's telephone number), concessions, government assistance programs and our Customer Support policy; and
- f) advises the customer that the bill is overdue and must be paid for the customer to avoid legal action or supply restriction; and
- g) cautions that, if legal or restriction action is taken, the customer may incur additional costs in relation to those actions; and
- h) specifies the date from which interest (if any) may be applied on outstanding amounts, and the percentage interest rate that may be applied; and
- i) 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).
- j) information about the applicable fees to remove a restrictor.
- k) details of how to contact us.

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 contents 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 by Financial Institutions due to:

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

### 5.5 Other Charges

Where amounts owned to Coliban Water by a customer in relation to a property are defined as a charge on the property, we will not impose other charges in respect of outstanding amounts owed by a customer, unless approved by the Essential Services Commission

### 5.6 Application of funds

Where possible and/or reasonable in the circumstances all amounts received by a water business from customers must be applied to the debt that has been outstanding the longest.

## 6. Actions for non-payment

### 6.1 Suspension

We may suspend a customer's supply service for non-payment if:

- a) more than 10 business days have elapsed since the issue of a reminder notice referred to in clause 5.1 and;
- b) the customer has been sent a final notice referred to in clause 5.2; and
- c) We have attempted to contact you about the non-payment.

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).

### 6.2 Restriction and legal action to be measures of last resort

The restriction of a customer's water supply for non-payment and legal action for non-payment must be measures of last resort.

We may take legal action or restrict a customer's supply service for non-payment if:

- a) not more than 15 business days have elapsed since the issue of the most recent final notice to which the debt relates to, as referred to in clause 5.2;
- b) we have complied with the steps in clause 6.1; and
- c) we have notified of the proposed you of proposed restriction or legal action in accordance with clauses 5.1 and 5.2 and the associated costs, including the cost of removing a restrictor; and
- d) you have:
  1. been offered a flexible payment plan under clause 4.2 and the customer has refused or has failed to respond; or
  2. agreed to a flexible payment plan and has failed to comply with the arrangement.

### 6.3 Limits on suspension, 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 \$300,
- b) the customer is eligible for and has lodged an application for an eligible concession card and the application is outstanding;
- c) the customer is receiving any form of assistance for payment difficulties under our hardship policy;
- d) the customer made application under the Utility Relief Grant Scheme and the application is outstanding; 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 Act 1989 (Vic) and the Water Industry Act 1994 (Vic) to pursue a debt owed to it by a person who is no longer a customer.

We will not take steps to suspend or restrict a supply service due to non-payment if:

- f) it is a Friday, public holiday, weekend, day before a public holiday, or after 3.00 pm on a weekday; or
- g) it is a day of total fire ban declared by the Country Fire Authority and the Country Fire Authority has rated the fire danger in the area in which the property is located as 'Severe', 'Extreme' or 'Code Red'.

### 6.4 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.



## 6.5 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.

## 6.6 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

# 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.

We will have and maintain plans, programs and processes to manage and maintain our assets to ensure that supply services are provided on a reliable basis.

## 7.2 Customer notice for planned works

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

We will provide five 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 service.

# 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

Where we are required to enter a customer's property for business activities we will ensure that, our employees and contractors:

- 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.)*

We will ensure that supply services are provided in accordance with this charter and the Rural Water Industry Standard except to the extent that;

- (a) the customer does not comply with any applicable requirements of service or supply;
- (b) the customer's infrastructure falls short of the required condition;
- (c) a supply service is provided via private infrastructure;
- (d) there is a drought or an emergency;
- (e) there is an unplanned or planned interruption;
- (f) supply is restricted or suspended in accordance with this industry standard;
- (g) exemptions to service standards have been agreed with customers; or
- (h) the Water Act 1989 (Vic) and the Water Industry Act 1994 (Vic) provide otherwise.

## 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 15<sup>th</sup> 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.

We will use reasonable endeavours to inform our customers of material changes in the quality of the supplied water, which may affect the purposes for which the water is used.

## 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 Planned interruptions

We will inform affected customers of the time and duration of any planned interruption to a service at least five business days in advance using their preferred method of communication where appropriate, including SMS where possible.

## 9.7 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 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.

## 9.8 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 day 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.

## 9.9 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 pre-season 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. Guaranteed Service Levels

If we implement a guaranteed service level scheme as approved by the Commission:

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

Any GSL 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

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
Special Meter Read not completed within 1 business day after the scheduled read date	Customer	No charge

Nominated Community GSL 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.

### 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 recognise that customers and employees may sometimes face situations of family violence and it is our responsibility to provide appropriate support irrespective of where the family violence occurs.

We are committed to recognising and responding to family violence, and to providing support to our customers and employees.

Our organisation has Family Violence policies, processes and procedures to support our customers and employees. We will treat our customers and employees with respect and dignity, and promote an environment where they feel safe and confident to seek support

We will;

a) Promote customer safety by, providing for the secure handling of information about those affected by family violence, including confidentiality

b) Provide a process that, avoids customers having to repeat disclosure of their family violence, and provides for continuity of service.

c) Provide a means for referring customers who may be affected by family violence to specialist family violence services;

d) Recognise family violence as a potential cause of payment difficulties and include in hardship support, and specify Coliban Water's approach to debt management and recovery that thoughtfully considers situations of family violence

e) recognise family violence as a potential cause of payment difficulties and as an eligibility criterion for access to our Customer Support policy under clause 4.2, and address what payment support will apply to customers affected by family violence;

f) Case manage customer who self-disclose or are identified as experiencing family violence. Victims of family violence will be included in the Coliban Assist Program to shield them from restriction and / or legal action.

g) For joint accounts, each customer's individual circumstance will be considered and a solution will be tailored to the individual's needs, customer records will be secured and;

h) All personal information concerning family violence will be kept confidential in line with Coliban Water's Privacy Policy, which includes the Information Privacy Principles (IPPs), Information Access Restrictions Policy and the *Privacy and Data Protection Act 2014*.

## 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 within the Coliban Water Rural System (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. Unauthorised Use Policy

We are responsible for the compliance and enforcement of rules about the take and use of water in the rural and urban systems.

We can investigate and prosecute breaches, such as water theft and unauthorised construction of, or damage to, channels and water meters.

Where you either report an alleged offence or enforcement action is taken against you, the following options are available if you are unsatisfied with the outcome:

- Make a complaint to Coliban Water's General Counsel and Corporate Secretary via the contact details provided above
- Make a complaint to the Energy and Water Ombudsman Victoria
- Commence legal proceedings to challenge the decision

A copy of our Compliance Enforcement Strategy is available on our website or upon request.

## 14. 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 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 Customer Support 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.

\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.

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.

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

- this Charter,
- the current Schedule of Fees and Charges,
- materials for customers with special communication needs, providing information about this Charter and our rural water supply service,
- The Water Industry Standard – Rural Customer Service;
- Any other related regulatory instruments.

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.

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.



### 13.3 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](mailto:privacyofficer@coliban.com.au)

We will only use and disclose personal information in ways that are consistent with or related to the provision of our services (the primary purpose that the information was collected). This includes tasks such as preparing household water accounts, providing customer alerts, managing debt recovery (which might entail referring your details onto debt recovery agencies), customer verification and providing customers with appropriate and timely information regarding our services.

In addition, we may;

- a) need to refer your personal information onto our third-party contractors to facilitate their access to our assets on your property for maintenance and inspection activities and also to enable them to provide advice or information to customers about service disruptions.
- b) use the information we collect to survey customers, but only in relation to the services we provide or in order to determine means of service improvement.
- c) use the information you provide for planning and reporting purposes in connection with the provision of customer services.
- d) provide customer account details to "Authorised Persons" – that is, a person who is registered on a Coliban Water customer record. "Authorised Persons" can only be registered once we have your written authorisation to do so.
- e) We will not otherwise, without your consent, use or disclose your personal information unless it would reasonably be expected that the use or disclosure is related to the primary purpose of providing water and wastewater services to your household, property, or business, or where such use or disclosure is permitted or required by law.

### 13.4 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.

We will use reasonable endeavours to communicate through you preferred method of communication where it is reasonable to do so.

## 15. 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, 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

**"flexible payment plan"** means a plan agreed between Coliban Water and a customer in relation to amounts owing to us, which complies with the requirements of clause 4.3.

**"GSL rebate"** means any form of payment or compensation made to a customer by us due to a breach of our stated obligations under a guaranteed service level scheme as approved by the ESC.

**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, requiring notification to the customer of at least five business days in advance.

**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.

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

**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).