



Urban Customer Charter

01 July 2023

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Purpose

We have created this Urban Customer Charter to provide our standards and conditions of service and supply and is effective from 01 March 2023 and replaces our Urban Customer Charter of 18 December 2018.

The Charter content

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

Copies of the Charter and other publications

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

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

Contact details

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

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

Amendments to this Charter

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

Standards and Conditions of Service and Supply

1. Connection and Service Provision

1.1 Obligation to provide service

Subject to the *Water Act 1989 (Vic)* and the *Water Industry Act 1994 (Vic)* and this Charter, if a customer's property is connected to a system within our region, then we must provide the relevant service in accordance with the ESC Water Industry Standard for Urban Customer Service

1.2 Obligation to connect

Subject to the *Water Act 1989 (Vic)* and the *Water Industry Act 1994 (Vic)* where a person requests connection to a service that is available, we must provide consent to connect within 10 business days, or such later date as agreed if:

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

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

1.3 Limits on recycled water services

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

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

2. Charges

2.1 Variation

We may vary charges to customers subject to what we're permitted to do under the *Water Act 1989 (Vic)* and the *Water Industry Act 1994 (Vic)* and the current determination of the ESC.

We will publicise any variation in charges before they take effect. We will use methods we consider most effective to publicise any variation, which may include;

- a) prominent website updates;
- b) radio interviews;
- c) social media; and
- d) SMS.

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

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

2.2 Schedule of charges

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

3. Enquiries, Complaints and Disputes

3.1 Complaints and disputes policy

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

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

3.2 Resolution of disputes

We will try to resolve any dispute directly with you.

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

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

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

4. Billing

4.1 Billing cycle

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

4.2 Meter readings

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

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

4.3 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.

4.4 Special meter readings

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

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

Special meter read fees will not apply;

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

4.5 Issue of bills

We may issue a bill to:

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

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

4.6 Content of bills

A bill issued by us will contain the following information:

- a) the date of issue;
- b) the customer's billing address and customer number;
- c) the address of the property to which the charges in the bill relate;
- d) the date on which the meter was read, or if the reading is an estimation, a clear statement that the reading is an estimation;

- e) the amount the customer is required to pay;
- f) the date by which the customer is required to pay – at least 14 days from the date we issue an account to pay;
- g) the ways in which the customer can pay the bill;
- h) information about help that is available if the customer is requiring payment assistance;
- i) details on how to contact us for enquiries and faults
- j) referral to our interpreter services offered;
- k) any outstanding credit or debit from previous bills;
- l) the total of any payments made by the customer since the last bill was issued;
- m) information on concessions available and any concession to which the customer may be entitled;
- n) the amount of water usage in the billing period;
- o) the average daily rate of water or recycled water use (if applicable) at the property for the current billing period;
- p) a clear statement of the rate of interest and from what future date it is to be applied if we intend to charge interest on outstanding amounts;
- q) an explanation of the charges in accordance with Sec. 4.6

4.6 Presentation of charges

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

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

4.7 Presentation of customer water usage

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

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

4.8 E-Bills

We may send bills electronically in digital format via the nominated email address connected to your customer account. 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) information about our customer support policy.

4.9 Adjustment of bills

We may recover from a customer an amount undercharged if:

- a) the amount to be recovered is limited to the amount undercharged in the 4 months prior to us notifying the customer that undercharging has occurred (except in the case of illegal use); and
- b) the amount to be recovered is listed as a separate item and an explanation is provided with the customer's bill; and
- c) 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
- d) we allow the customer to pay the amount to be recovered through our flexible payment plan in accordance with clause 5.3.

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

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

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

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

If we overcharge a customer we must:

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

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

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

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

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

4.10 Digital Metering Data

Data collected will be used for identification of leaks, water security analysis, network improvements and billing purposes, in accordance with our privacy policy as available on our website.

5. Payments

5.1 Payment methods

We will accept payment from customers:

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

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

We will not require direct debit payment arrangements as a condition of service.

5.2 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 us 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) 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.
- e) application assistance for customers that may be eligible for a Utility Relief Grant, including:
 1. completing the online application form over the phone and lodging the form online or;
 2. completing an application form to the fullest extent possible and sending to the customer with instructions on how to complete the remainder of the form and how to lodge the form or;
 3. completing the form on a customer visit under our Customer Outreach Program.
- f) Enrolment in our Coliban Assist Program for longer-term on-going support and assistance.

5.3 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:

- a) state how the amount of the payments has been calculated; and

- b) state the period over which the customer will pay the agreed amounts; and
- c) specify an amount to be paid in each period; and
- d) be confirmed prior to or as soon as practicable after the flexible payment plan commences in writing to the customer.
- e) be able to be modified, at the request of a customer, to accommodate change in their circumstances, in accordance with our customer support policy and the customers capacity to pay.

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

- f) the total number of payments to be made;
- g) the period over which the payments are to be made;
- h) the date by which each payment must be made; and
- i) the amount of each payment.

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

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

5.4 Customer Support policy

We have a Customer Support policy that applies to our residential and small business customers who are identified either by themselves, us, or an independent accredited financial counsellor 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 and 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 or requiring assistance 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 us 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.

5.5 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.

5.6 Proactive Customer Engagement

We will have policies and procedures to enable us to identify, contact and engage with customers who may be experiencing payment difficulties or require payment assistance.

6. Collection

6.1 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.

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.

6.2 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 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 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) Details of how to contact us;
- k) information about the applicable fees to remove a restrictor.

6.3 Additional content of reminders and warning notices

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

We may charge interest if we;

- a) fix and give notice (of at least 10 business days) of the due date of payment (Due Date);
- b) the notification referred to in paragraph (i) indicated that interest will accrue from the Due Date; and
- c) any part of the amount payable by the customer is not paid by the Due Date.

6.4 Interest on unrecovered amounts

- a) Subject to the *Water Act 1989* (Vic) and the *Water Industry Act 1994* (Vic) , clause 5.4(c), clause 6.5 and the remainder of this clause 6.4, if any part of the amount payable by the customer is not paid by the due date, we may charge interest on the unpaid amount.
- b)
- c) 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, is on a payment plan or is receiving assistance under our Customer Support policy.

6.5 Maximum rate of interest that may be charged

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

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

6.6 Charges over property

For the purposes of section 274(4A) of the *Water Act 1989* and section 4F(2)(f)(iii) of the *Water Industry Act 1994*:

Subject to law where a customer owns a property and receives services from us to that property amounts unpaid are a charge on the property

6.7 Dishonoured payment

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

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

Customers who are the holder of an eligible concession card or are receiving assistance under our support programs will be exempt.

7. Actions for non-payment

7.1 Restriction on legal action

We may take legal action or restrict a customer's water or recycled water services for non-payment as a measure of last resort 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 6.2;
- b) we or our agent has attempted to contact the customer about the non-payment;
- c) the customer has been notified of the proposed restriction or legal action and the associated costs, including the cost of removing a restrictor;
- d) the customer has:
 - 1) been offered a flexible payment plan under clause 5.2 and the customer has refused or failed to respond; or
 - 2) agreed to a flexible payment plan and has failed to comply with the arrangement.

7.2 How we will communicate

We will use reasonable measures to contact you and to offer payment assistance and customer support before we seek to restrict your water supply or take legal action to collect the debt.

Our approach will include at a minimum;

- a) one attempt of personal contact using one of the following methods: i) phone call inside business hours; ii) phone call outside business hours; or iii) site visit to the service address; and
- b) Where a complete conversation has not been successful, we will undertake three additional

attempts to contact you, which may include but not limited to i) phone call inside business hours, ii) phone call outside business hours, iii) site visits to the service address, iv) regular and / or registered mail, v) email, vi) SMS and vii) sending a final notice.

At least one of our attempts to contact you will be made after the final notice is sent.

7.3 Limits on restriction and legal action

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

- a) the amount owed by the customer is less than \$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 Customer Support policy;
- d) the customer made application under the Utility Relief Grant Scheme and the application is outstanding; or
- e) the customer is a tenant and:
 - 1) the amount unpaid is owed by the landlord; or
 - 2) the tenant has a claim against the landlord in respect of the water bill pending at the Victorian Civil and Administrative Tribunal, or
- f) 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.

7.4 Additional limits on restriction

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

- a) It is a Friday, public holiday, weekend, day before a public holiday or after 3pm;
- b) the customer is registered as a special needs customer under clause 9.5
- c) if we know or identify that the customer, or a person ordinarily resident at the customer's residence, is on any form of life support.
- d) We believe that the restriction will cause a health hazard having taken into consideration any customer concerns
- e) It is a day of total fire ban declared by the Country Fire Authority or the Authority has rated the fire danger in the area in which the property is located as 'Severe', 'Extreme' or 'Code Red'. If a property is already restricted on a total fire ban day the restrictor will not be removed unless it meets requirements of clause 7.4.

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

7.5 Removal of restriction

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

8. Quality of services

8.1 Product quality

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

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

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

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

8.2 Delivery quality (water flow rates)

Under normal operating conditions the minimum water supply flow rate available will be 20 litres per minute from a standard 20mm service except to the extent that:

- a) a property owner's infrastructure falls short of the required condition;
- b) a service is provided via a private extension;
- c) there is a drought or an emergency;
- d) there is a water shortage due to peak summer demand;
- e) there is an unplanned or planned interruption;
- f) recycled water is reduced due to water shortage;
- g) recycled water is reduced in accordance with our permitted use rules;
- h) supply is restricted or disconnected in accordance with industry standards, or
- i) the *Water Act 1989* (Vic) and the *Water Industry Act 1994* (Vic) provides.

For other metered connections, refer to the table below.

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

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

8.3 Testing

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

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

We will:

- a) advise the customer prior to the test of any applicable charges that will be imposed, as per the current Schedule of Fees and Charges, if the test demonstrates compliance with clauses 8.1 to 8.2;

- b) pay the cost of a test if the test demonstrates that we did not comply with clauses 8.1 to 8.2.

8.4 Rectification

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

9. Reliability of services

9.1 Obligation to provide reliable services

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

9.2 Unplanned interruptions - response

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

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

A list of our Approved Service Standards is in Appendix 1 of this Charter.

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

We have operating policies, practices and procedures:

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

9.3 Bursts, leaks, blockages and spills

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

- a) Review and attend the site upon notification based on a prioritisation and assessment rating with our operating framework;
- b) take action to rectify the situation taking into account the potential or actual impact on:
 - 1) customers;
 - 2) others affected by the failure;
 - 3) property, and
 - 4) the environment.
- c) provide information about any unplanned interruption to a service through a 24 hour telephone facility which advises callers of the estimated duration of any interruption;
- d) ensure that, in the event of a sewage spill on a customer's property, damage and inconvenience to customers and others affected is minimised; and
- e) ensure that a sewage spill is promptly cleaned up and the affected area disinfected.

9.4 Planned interruptions - information and response

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

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

9.5 Special needs

We maintain a register of customers who require water for:

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

We will contact customers registered under this clause:

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

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

9.6 Restricting or prohibiting supply or use of water

In accordance with the *Water Act 1989* (Vic) and the *Water Industry Act 1994* (Vic) we may restrict or prohibit supply or use of water in accordance with an approved drought response plan, water restrictions by-law, an emergency or any permanent water saving plans, or other approved plan.

10. Reconnection

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

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

11. Works and Maintenance

11.1 Quality improvement programs

Subject to the *Water Act 1989* (Vic) and the *Water Industry Act 1994* (Vic) we will maintain our systems in accordance with our approved service standards. In addition to this general system obligation, we will maintain:

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

We are not responsible for the maintenance or replacement backflow prevention devices installed at the outlet of the meter, pressure reduction devices installed on the property service pipe, private fire

services, common services inside a property (including a body corporate), private extensions or trunk services or property service pipes from private extensions.

11.2 Worker identification

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

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

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

11.3 Keys held by Coliban Water

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

12. Information

12.1 Enquiries

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

- a) account information;
- b) bill payment options;
- c) concession entitlements;
- d) programs available to customers who are having payment difficulties, including our 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.

12.2 Fees for information and advice

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

12.3 Permitted use

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

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

12.4 Trade Waste

We will comply with the requirements of the Water Industry Standard - Trade Waste Customer Service Code in relation to the provision of information to trade waste customers. Customers must apply to discharge Trade Waste to our system. For further information refer to our Trade Waste

Charter on our website or contact us during business hours.

12.5 Sustainable use of water

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

12.6 Water reuse

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

12.7 Billing history

Upon your request, we will provide your account and usage history for the preceding three years within 10 business days, or other period by agreement. We may refuse to provide a customer with their account and usage history where the provision of such information is contrary to the information handling procedures set out in our Family Violence Policy – Customer and the refusal is not in breach of the law.

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

12.8 Regulatory information

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

12.9 Communication assistance

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

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

12.10 Customer Obligations

We will use reasonable endeavours to keep each customer informed of the customer's material obligations under *Water Act 1989 (Vic)* and the *Water Industry Act 1994 (Vic)* including:

- a) to pay charges incurred after vacating a property unless we are given at least 48 hours' notice of the customer vacating the property;
- b) to ensure that each water meter is accessible to us;
- c) to maintain the property owner's infrastructure upon notice by us;
- d) to remove trees upon our request;
- e) to seek our consent for any building or construction work which might interfere with a service or system;
- f) to not alter any works connect to our works without our consent;
- g) to observe restrictions imposed by us in accordance with the *Water Act 1989 (Vic)* and the *Water Industry Act 1994 (Vic)*;

- h) to maintain combined sanitary drains in accordance with the *Water Act 1989* (Vic) and the *Water Industry Act 1994* (Vic) or any independent agreement with other land owners connected to the combined sanitary drain.
- i)

12.11 Privacy

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

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

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. Coliban Water Customer & Community Rebates

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
- d) may not be paid to Supply by Agreement customers.

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.

Customer GSL	Value (per incident)
Sewer intrusion into property (blown seal): First occurrence.	\$60
Subsequent occurrences within financial year	\$120
Sewer intrusion into property: contained within 1 hour.	\$360
Sewer intrusion into property: Not contained within 1 hour.	\$1200
Special Meter Read not completed within 2 business days	No Charge
Greater than three sewer blockages in the past 12 months	\$120
Greater than four water outages in the past 12 months	\$60
Unplanned water supply outage longer than five hours (Applicable for less than 100 connections)	\$60
Planned water outage during peak times (5 PM–9PM & 5 PM-11PM)	\$120
Restricting the water supply of, or taking legal action against, a residential customer prior to taking <i>reasonable endeavours</i> to contact the customer and provide information about help that is available if the customer is experiencing difficulties paying	\$360
Failing to unrestrict water supply within 24 hours after the reason for restriction is removed	\$360
Ongoing aesthetic water quality issue	-25% Water Access charge
Ongoing water pressure issues	-25% Water Access charge
Negative impact on living amenity due to construction works: Tier 1 Tier 2	See definition. (#) -25% Water Access charge

Community GSL	Value (per incident)
Unplanned water supply outage longer than five hours (Greater than 100 connections.)	\$6,000
Boil water or Do Not Consume notice issued	\$6,000
Significant sewer spill to environment	\$10,000

This GSL is intended to recompense customers who experience significant impacts on amenity due to construction works due to: Excessive noise, Traffic impacts, including restricted access, Visual amenity & Environmental impacts, e.g. excessive dust & other negative amenity impacts

14. Family Violence

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

We 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 5.3 and 5.4, 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*.

15. Definitions

"**approved service standards**" means standards and conditions of service and supply approved by the ESC under clause 15 of the Water Industry Regulatory Order.

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

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

"**billing period**" means any period for which a customer's bill is calculated.

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

"**business day**" means a day on which the Coliban Water head office is open for business, not being a Saturday, Sunday, public holiday or other identified day of business closure.

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

"**complaint**" means a written or verbal expression of dissatisfaction about an action, proposed action or failure to act by us, including a failure of Coliban Water to observe its published policies, practices or procedures.

"**customer**" means a person who is:

- (a) an owner and occupier of a property connected to our system;
- (b) an owner of a property which is connected to our system but is not an occupier;
- (c) an occupier of a property that is connected to our system and is liable for usage charges;
- (d) an owner of a property that is not connected but to which a service is available from a water business and we impose a service charge.

"**disconnect**" means to physically prevent the flow of water, recycled water or sewerage.

"**drinking water**" has the same meaning as in the *Safe Drinking Water Act 2003*.

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

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

"**enquiry**" means a written or verbal approach by a customer which can be satisfied by Coliban Water providing written or verbal information, advice, assistance, clarification, explanation or referral about a matter.

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

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

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

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

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

"**family violence**" is behaviour by a person towards a family member of that person if that behaviour is: a) physically or sexually abusive, emotionally or psychologically abusive, economically abusive, threatening, coercive, or in any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person; or

b) behaviour by a person that causes a child to hear or witness, or otherwise be exposed to, the effects of behaviour referred to in paragraph (a).

“flexible payment plan” means a plan agreed between us and a customer in relation to amounts owing to Coliban Water, which complies with the requirements of clause 5.3.

“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.

“health regulation” includes the *Safe Drinking Water Act 2003*, the *Food Act 1984*, the *Health (Fluoridation) Act 1973* and other applicable requirements of the Department of Human Services.

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

“interruption” means in the case of a customer’s water supply, a total loss of flow from our network to a customer, and in the case of a wastewater service there is an inability for the us to accept wastewater to its system.

‘landlord’ means any person who leases or rents a property to a customer.

‘maintenance’ includes repair and replacement.

“meter assembly” means the apparatus consisting of a meter, stop valve, strainer and any additional valves, but does not include a backflow prevention device installed downstream of the outlet of the meter.

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

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

“occupier” means a person in occupation of a property to which a service is available, including:
(a) a tenant or caravan park resident registered as such with us, for the period of such registration; or
(b) the property owner.

“permitted use rules” means our requirements under clause 12.3.

‘person’ includes a body or association (corporate or unincorporated) and a partnership.

“planned interruption” means a scheduled interruption to a service to a customer which is caused by us to allow routine maintenance or augmentation to be carried out, requiring notification to the customer of at least two business days in advance.

“private extension” means a private water line between the meter and our water mains. Any property that is not connected to a water main that fronts the property is defined as being serviced by a private extension.

“property owner’s infrastructure” includes the customer’s pipes, backflow prevention devices and other equipment of the customer connected to a system.

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

“restriction” means the installation of a device to limit the flow of water from the meter to a customer’s property due to non-payment by a customer.

“sanitary drain” means a line of pipes including all fittings, conveying or intended to convey sewage or trade waste from a building or structure on a serviced property to the sewer main of a water corporation.

“self-read” means a reliable method of water meter reading selected and undertaken by a customer for their property that is approved by us.

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

"small business customer" means a non-employing business (including sole proprietorships and partnerships without employees) or a business employing fewer than 20 people which has an active Australian Business Number.

"system" means our physical infrastructure for providing a water supply service, a recycled water service or a trade waste or sewerage service.

"trade waste" has the meaning given to that term in the relevant *Water Act 1989* (Vic) and the *Water Industry Act 1994* (Vic).

"Water Industry Standard - **Trade Waste Customer Service Code**" refers to the ESC's Water Industry Standard - Trade Waste Customer Service Code which places additional obligations on Coliban Water specific to the management of trade waste services.

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

"unplanned interruption" means an interruption to services to a customer caused by a fault in the our system or a fault which is the maintenance responsibility of Coliban Water.



Appendix 1 - Approved Service Standards

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

Water services	Unit	23/24	24/25	25/26	26/27	27/28
Minimum water pressure a customer should receive under normal conditions	kPa	200	200	200	200	200
Maximum number of unplanned water supply interruptions a customer may experience in any 12-month period	Number	4	4	4	4	4
Average time taken to attend bursts and leaks (priority 1)	Minutes	32	32	32	32	32
Average time taken to attend bursts and leaks (priority 2)	Minutes	80	80	75	75	70
Average time taken to attend bursts and leaks (priority 3)	Minutes	1,440	1,440	1,440	1,440	1,440
Average duration of unplanned water interruptions	Minutes	112	112	112	112	112
Average duration of planned water interruptions	Minutes	140	140	140	140	140
Sewer services		23/24	24/25	25/26	26/27	27/28
Maximum number of sewer blockages a customer may experience in any 12-month period	Number	3	3	3	3	3
Average time to attend sewer spills and blockages	Minutes	30	30	30	30	30
Average time to rectify a sewer blockage	Minutes	80	80	80	80	80
Maximum time taken to contain a sewer spill	Minutes	300	300	300	300	300