

# Customer Charter 2016

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## PART A - INTRODUCTION

This Customer Charter outlines the commitments, responsibilities and standards of service that North East Water will provide to our customers. It sets out North East Water's obligations to you and is consistent with the Essential Services Commission's Customer Service Code for Victorian metropolitan and rural urban water corporations. This includes specific standards and conditions of service that apply to all water businesses in Victoria. In addition it sets out our agreed performance standards that apply particularly to North East Water.

The Customer Charter will assist should you require information or advice on our services. North East Water will be regulated on commitments made in our Customer Charter and this information will be publicly available. The Customer Charter does not remove any obligations of North East Water to comply with the provisions of the Water Act 1989, other water law or statutory obligations.

### PURPOSE

The purpose of this Customer Charter is to specify standards and conditions by which North East Water will provide basic water supply services intended for drinking water, reticulated reclaimed water services and sewerage services.

### AMENDMENT TO THIS CHARTER

North East Water's Customer Charter may be amended:

- a. by direction of the ESC, and
- b. following consultation with customers and stakeholders

and will at all times reflect the requirements of the Customer Service Code issued by the ESC.

### COMMENCEMENT

The North East Water Customer Charter 2014 comes into effect on 1 July 2015 and replaces North East Water's previously issued Charter titled "North East Water Customer Charter 2014".

### SEPARATE WRITTEN AGREEMENTS

A separate written agreement for the provision of a service made before 1 November 2004 need not comply with the Customer Service Code. A separate written agreement made after 1 November 2004 for the provision of a service cannot reduce the rights of a customer unless:

- a. North East Water can demonstrate that meeting the Customer Service Code requirements is not practical, and
- b. North East Water expressly identifies significant departures from the Customer Service Code to the customer in writing.

A recycled water contract need not comply with the Customer Service Code if it does not provide for domestic reticulated recycled water, or if the ESC expressly decides otherwise.

## PART B – STANDARDS AND CONDITIONS OF SERVICE AND SUPPLY

### 1. CONNECTION AND SERVICE PROVISION

#### 1.1 OBLIGATION TO PROVIDE SERVICE

North East Water will provide the relevant service in accordance with the Charter, Customer Service Code, Water Regulations and the Water Act 1989 to any property connected to North East Water's system.

#### 1.2 OBLIGATION TO CONNECT

When a customer requests connection to a service and:

- 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 North East Water

North East Water will connect, or approve connection to, the customer's property within 10 business days, or a later date as agreed.

#### 1.3 LIMITS ON RECLAIMED WATER SERVICES

North East Water will advise customers of the standards and requirements necessary for entering into a reclaimed water agreement and may refuse to provide a reclaimed water service if the customer has not either entered into an agreement in a form acceptable to North East Water or otherwise received the consent of North East Water. North East Water may discontinue a reclaimed water service if the customer has breached the permitted use rules as outlined in the agreement.

### 2. CHARGES

#### 2.1 CHARGES

North East Water will impose reasonable fixed and variable charges in accordance with:

- a. the Water Act, and
- b. any relevant determination by the ESC

#### 2.2 VARIATION

North East Water may vary charges to customers, subject to its approved service standards, the Water Act and any relevant determination by the ESC. North East Water will notify customers of any variation in charges for services on or with the first bill after the decision to vary the charges has been made and will publish a statement detailing variation of charges for services in a newspaper generally circulating in its service area before the variation takes effect. North East Water may calculate a pro rata charge to effect a variation in charges where the variation date falls within a billing period.

#### 2.3 SCHEDULE OF CHARGES

North East Water will publish its schedule of approved fees and charges on its website and provide a copy to a customer upon request.

### 3. COMPLAINTS AND DISPUTES

#### 3.1 COMPLAINTS ENQUIRIES AND DISPUTES

North East Water will undertake the following actions when dealing with a complaint, enquiry and/or dispute:

- a. respond to requests for a written reply as soon as practicable, but within 10 business days of receipt of the complaint or enquiry
- b. address the substance of the complaint or enquiry, or inform the customer when they will receive such a reply if the complaint or enquiry is complex

- c. provide reasons for a decision to the complainant, including details of the legislative or policy basis for the reasons, if appropriate
- d. a dispute resolution procedure providing:
  - i. the opportunity to raise the complaint up to the level of a Manager, Business Unit Manager or Executive Manager; and
  - ii. information about referral to Energy and Water Ombudsman Victoria (EWOV) in the event that the customer has raised the complaint to a higher level and is not satisfied with North East Water's response

Energy and Water Ombudsman  
 GPO Box 469 Melbourne Vic 3001  
[ewovinfo@ewov.com.au](mailto:ewovinfo@ewov.com.au)  
 1800 500 509 Freecall  
 1800 500 549 Freefax

- e. not attempt to recover an amount of money that is in dispute until the dispute has been resolved, and
- f. inform complainants of the matters in paragraphs (a) to (e), above.

## 3.2 RESOLUTION OF DISPUTES

North East Water will endeavour to resolve in good faith any dispute directly with its customers and others affected by its operations. For the purposes of clause 3.1(e), North East Water may consider a dispute about non-payment resolved if:

- a. it has informed the complainant of its decision on the complaint or any internal review of the complaint, and
- b. 10 business days have passed since the complainant was informed, and
- c. the complainant has not:
  - i. sought a further review under this clause, or
  - ii. lodged a claim with EWOV or another external dispute resolution forum.

North East Water will advise customers of the need to respond pursuant to clause 3.2 (b) in its response under 3.2(a).

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

## 4. BILLING

### 4.1 BILLING CYCLE

North East Water will bill its customers four times a year. North East Water may increase the billing frequency of commercial or other customers with high water or reclaimed water usage, or high trade waste or sewage disposal and will communicate any change and the reasons for this change prior to commencing a varied billing cycle.

### 4.2 METER READINGS

North East Water will use reasonable endeavours to ensure all customers have an actual meter reading every billing cycle. Where circumstances prevent routine meter readings an estimated meter reading will be used. North East Water will read the meter at least once every 12 months.

### 4.3 SPECIAL METER READINGS

Upon request by the customer, North East Water will determine a customer's outstanding charges outside of the normal billing cycle. North East Water will calculate the outstanding charges by:

- a. arranging for a special meter reading, where possible, at a reasonable charge, payable by the customer, or
- b. providing an estimate of charges at no cost to the customer.

#### 4.4 ISSUE OF BILLS

North East Water may issue a bill to:

- a. a customer at the physical or electronic address specified by the customer
- b. a customer's agent at the physical or electronic address specified by the customer if requested, or
- c. any person authorised to act on behalf of the customer at the physical or electronic address specified by that person.

If no address has been specified, North East Water will send the bill to the physical address of the property where the charges have been incurred, or to the customer's last known address.

#### 4.5 CONTENTS OF BILLS

A bill issued by North East Water will contain the following information:

- a. the date of issue
- b. the customer's billing address and account number
- c. the address of the property at 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
- g. the methods with which the customer can pay the bill
- h. information about help available if the customer is experiencing difficulties paying
- i. North East Water's contact number for account and general enquiries and a 24-hour emergency telephone service number
- j. referral to interpreter services offered by North East Water
- k. any outstanding credit or debit from previous bills
- l. the total of any payment made by the customer since the last bill was issued
- m. information on concessions available, and
- n. the average daily rate of water or recycled water use at the property for the current billing period.

#### 4.6 PRESENTATION OF CHARGES

A bill issued by North East Water will separately itemise each charge, including:

- 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, and
- d. any other charges.

#### 4.7 PRESENTATION OF CUSTOMER WATER USAGE

A bill issued to a residential customer will display a graphical illustration of the customer's current water and recycled water usage and, to the extent the data is available:

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

#### 4.8 ADJUSTMENT OF BILLS

North East Water may recover from a customer an amount undercharged, if:

- a. the amount to be recovered is listed as a separate item and is explained on or with the customer's bill
- b. it allows the customer to pay the amount to be recovered over a time period equal to the period in which undercharging occurred, up to a maximum of 12 months, and
- c. it allows the customer to pay the amount to be recovered through North East Water's instalment plan or flexible payment plan in accordance with clause 5.2
- d. except in the case of illegal use, the amount to be recovered is limited to the amount undercharged in the 12 months prior to North East Water notifying the customer that undercharging has occurred

North East Water may identify an amount undercharged as a result of a customer's illegal use of water or recycled water by estimating the usage for which the customer has not paid. In respect of this amount, North East Water may exercise other rights available to it, including rights under clause 7.

If North East Water overcharges a customer, it will:

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

## 5. PAYMENTS

### 5.1 DUE DATES

North East Water will not require customers to pay the amount detailed in a bill less than 28 days from the date of issue.

### 5.2 PAYMENT METHODS

North East Water will accept payment from customers:

- a. by direct debit arrangement in accordance with an agreement between the customer, North East Water and the customer's bank
- b. by mail
- c. by B-Pay: Biller Code 3004, Customer Reference: unique number as shown on bill
- d. in person at:
  - i. any Australia Post Office: Biller Code: 0331, Customer ID: unique number as shown on bill
  - ii. at North East Water's Head Office
- e. in advance in accordance with a payment arrangement agreed to by North East Water
- f. by Credit Card over the telephone, call 13 18 16 or electronically at [www.postbillpay.com.au](http://www.postbillpay.com.au)
- g. through Centrepay, which is an automatic payment arrangement available to recipients of Centrelink payments. Call Centrelink on 1300 656 007 or North East Water on 1300 361 622 for further details.

### 5.3 CONCESSIONS

North East Water will credit any Victorian State Government concession to which a customer is entitled if advised of the entitlement by the customer. More information can be obtained by contacting North East Water on 1300 361 633.

### 5.4 FLEXIBLE PAYMENT PLANS

North East Water will make flexible payment plans available to customers in accordance with the customer's capacity to pay. A flexible payment plan will:

- a. state how the amount of the payments has been calculated
- b. state the period over which the customer will pay the agreed amounts
- c. specify an amount to be paid in each period
- d. be able to be renegotiated at the request of a customer if there is a demonstrable change in their circumstances, and
- e. be confirmed in writing to the customer prior to or as soon as practicable after the flexible payment plan commences.

North East Water is not required to offer a customer a flexible payment plan if the customer has:

- a. in the previous 12 months, had two flexible payment plans cancelled due to non-payment
- b. not provided reasonable assurance that he/she will comply with the plan

### 5.5 PAYMENT DIFFICULTIES

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

- a. making provision for alternative payment arrangements in accordance with a customer's capacity to pay, including:
  - i. offering a range of payment options, including flexible payments in accordance with clause 5.4, or

- ii. redirection of the bill to another person for payment provided that person agrees in writing
- b. issuing customers with written confirmation of an alternative payment method within 10 business days of an agreement being reached, where the agreement is between North East Water and the customer
- c. where the agreement referred to in clause 5.5(a) involves a third party, North East Water will provide information to that third party within 10 business days provided the customer agrees in writing
- d. offering to extend the due date for some or all of an amount owed, and
- e. where appropriate, referring customers to:
  - i. Government-funded assistance programs (including the Utility Relief Grant Scheme), or
  - ii. an independent financial counsellor at no cost to the customer.

## 5.6 CUSTOMER ASSISTANCE

North East Water has a process for assisting customers in both long and short term financial hardship through its Customer Service Policy, which can be obtained from North East Water at 83 Thomas Mitchell Drive Wodonga, by calling 1300 361 622 or by viewing on the website. This process includes:

- a. an internal assessment process:
  - i. to determine a customer's eligibility using objective criteria as indicators of hardship
  - ii. designed to make an early identification of a customer's hardship, and
  - iii. to determine the internal responsibilities for the management, development, communication and monitoring of the policy
- b. staff training about North East Water's approach to ensure customers in hardship are treated with sensitivity and without making value judgments
- c. exemptions for customers in hardship from supply restriction, legal action, and additional debt recovery costs while payments are made according to an agreed flexible payment plan or other payment schedule
- d. a range of payment options in accordance with the customer's capacity to pay
- e. where the agreement is between North East Water and the customer, the issue of written confirmation of an alternative payment method referred to in clause 5.5(a) occurs within 10 business days of an agreement being reached
- f. where the agreement referred to in clause 5.5(a) involves a third party, the provision of all necessary information to the third party within 10 business days
- g. the provision of information and referral to government assistance programs (including the Utility Grant Relief Scheme) and no-cost independent financial counsellors
- h. the provision of information about North East Water's complaints procedure, and the customer's right to lodge a complaint with EWOV if their hardship claim is not resolved to their satisfaction by North East Water
- i. the detailing of circumstances in which the method of customer assistance will cease to apply to customers
- j. its Customer Service Policy will be reviewed in consultation with Financial Counsellors at least every three years.

## 6. COLLECTION

In managing overdue accounts North East Water will follow its Customer Service Policy, which can be obtained from North East Water at 83 Thomas Mitchell Drive Wodonga, by calling 1300 361 633 or by viewing on the website.

### 6.1 REMINDERS

If a customer fails to pay by the required date stated in the bill, North East Water will send a reminder called a Reminder Notice.

### 6.2 WARNINGS

At least 14 days prior to taking action for non-payment under clause 7, North East Water will send a Restriction Notice that:

- a. advises the customer that the bill is overdue and must be paid in order for the customer to avoid legal action or supply restriction



- b. specifies any assistance that is available to the customer, including information about EWOV and North East Water's Customer Assistance Program, and
- c. cautions that, if legal or restriction action is taken, the customer may incur additional costs in relation to those actions

### 6.3 CONTENT OF FINAL NOTICES AND WARNINGS

Final notices and warnings will contain all the information listed in clause 4.5, except information about meter readings, usage, previous bills, and past payments.

### 6.4 DISHONoured PAYMENT

North East Water may recover from a customer an amount charged by its financial institution due to:

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

## 7. ACTIONS FOR NON-PAYMENT

### 7.1 RESTRICTION AND LEGAL ACTION

North East Water may take legal action or restrict a customer's water or recycled water services for non-payment if:

- a. more than 14 days have elapsed since the issue of the Restriction Notice referred to in clause 6.2
- b. the customer has been sent the Restriction Notice referred to in clause 6.2, including information about North East Water's Customer Assistance procedure and other programs that are available to help people with payment difficulties
- c. North East Water or its agent has attempted to make contact on at least three occasions with the customer about the non-payment
- d. the customer has been notified of the proposed restriction or legal action and the associated costs, including the cost of removing a restrictor, and
- e. the customer has:
  - i. been offered a flexible payment plan under clause 5.4 and the customer has refused or has failed to respond, or
  - ii. agreed to a flexible payment plan and has failed to comply with the arrangement.

### 7.2 LIMITS ON RESTRICTION AND LEGAL ACTION

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

- a. the amount owed by the customer is less than \$200 unless the customer has failed to pay consecutive payments in full over a period of not less than 12 months
- b. the customer is eligible for and has lodged an application for a government-funded concession and the application is outstanding
- c. the customer has made an application under the Utility Relief Grant Scheme and the application is outstanding
- d. the customer is a tenant and:
  - i. the amount unpaid is owed by the landlord, or
  - ii. the tenant has an undecided claim against the landlord in the Victorian Civil and Administrative Tribunal,
- e. the amount in dispute is subject to an unresolved complaint procedure in accordance with North East Water's complaints policy.

This clause does not restrict North East Water's rights under the Water Act to pursue a debt owed to it by a person who is no longer a customer.

### 7.3 ADDITIONAL LIMITS ON RESTRICTION

North East Water 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 3.00 pm
- b. the customer is registered as a special needs customer under clause 9.5
- c. it believes the restriction may cause a health hazard having taken into consideration any customer concerns, or
- d. it is a day of total fire ban declared by the Country Fire Authority in the area in which the property is located.

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

## 7.4 REMOVAL OF RESTRICTORS

North East Water will restore a service restricted under this clause within 24 hours of becoming aware of the reason for restriction no longer persisting. North East Water may impose a reasonable charge for the removal of restrictions on a service.

## 8. QUALITY OF SUPPLY

### 8.1 PRODUCT QUALITY

North East Water is required to comply with all applicable requirements of health and environmental regulation, such as the Environment Protection Act 1970 & the Safe Drinking Water Act 2003.

In addition to these requirements, North East Water will provide a service in accordance with any commitments in its approved service standards.

### 8.2 DELIVERY QUALITY (FLOW RATES)

North East Water will ensure that a customer's water and reclaimed water supplies meet the minimum flow rate of 10 l/min for a 20mm meter except if:

- a. a property owner's infrastructure falls short of the required condition
- b. a service is provided via extended private water supply works
- 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. reclaimed water is reduced due to a shortage
- g. reclaimed water is reduced in accordance with North East Water's permitted use rules
- h. supply is restricted or disconnected in accordance with the Charter; or
- i. the Water Act 1989 provides.

Minimum flow rates for standard meter sizes are shown below:

Diameter of the property owner's infrastructure	20mm	25mm	32mm	40mm	50mm
Minimum flow rate (litres per minute)	10	14	24	40	60

The flow rate will be measured at the meter or the tap nearest the meter assembly. As water is delivered primarily by gravity, pressure may fluctuate and as such North East Water is unable to specify minimum or maximum water pressure.

### 8.3 TESTING

North East Water will test flow rates and water quality for compliance with clauses 8.1 and 8.2 upon a request by the customer. In relation to the test of flow rates, North East Water:

- a. will advise the customer prior to the test that a reasonable charge may be imposed if the test demonstrates compliance with clause 8.2
- b. will pay the cost of a test if it demonstrates that North East Water is not complying with clause 8.2

No charge will be levied for any test in relation to water quality.

## 8.4 RECTIFICATION

North East Water will rectify any deficiency in satisfying clauses 8.1 to 8.3 as soon as possible, or within a time agreed with the customer.

## 9. RELIABILITY OF SUPPLY

### 9.1 OBLIGATION TO PROVIDE RELIABLE SERVICES

North East Water will develop and implement plans, systems and processes to manage its assets to provide reliable services and to minimise any impact on customers, property and/or the environment and make good the situation if/when any interruptions to service occur.

### 9.2 GUARANTEED SERVICE LEVELS

North East Water's Guaranteed Service Level (GSL) scheme:

- a. provides that the GSL rebate available to customers under the scheme is applied automatically in the event that customer entitlement to the GSL rebate arises; and
- b. ensures that any GSL rebate is paid or given to customers as soon as practicable after a customer entitlement to the GSL rebate arises.

A schedule of the ESC approved Guaranteed Service Levels can be found in an attachment to this Customer Charter.

### 9.3 UNPLANNED INTERRUPTIONS – RESPONSE

North East Water will comply with the standards specified in its Water Plan and approved by the ESC. Details of these service standards are provided as Part E, Service Standards.

North East Water will:

- a. minimise the impact of unplanned interruptions to services (including restoration as soon as possible, and the provision of information) and
- b. provide customers with access to drinking water in the event of a major or long-term unplanned interruptions to water services.

### 9.4 BURSTS, LEAKS, BLOCKAGES AND SPILLS

In the event of a burst, leak or blockage in the works that North East Water is responsible to maintain, North East Water will promptly attend the site upon notification and:

- a. take action to rectify the situation, taking into account the potential or actual impact on:
  - i. customers
  - ii. others affected by the failure
  - iii. property, and
  - iv. the environment
- b. provide information about any unplanned interruption to a service through a 24-hour telephone facility, shown as a telephone number on our bill, which advises callers of the estimated duration of any interruption
- c. 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
- d. ensure that a sewage spill is promptly contained, cleaned up and the affected area disinfected.

### 9.5 PLANNED INTERRUPTIONS – INFORMATION AND RESPONSE

North East Water will inform affected customers in writing of the time and duration of any planned interruption to a service at least two business days in advance. Upon request North East Water will provide customers with access to emergency supplies of drinking water in the event of a planned interruption to water services.

### 9.6 SPECIAL NEEDS

North East Water will keep 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 North East Water.

North East Water will contact customers registered under this clause:

- a. at least 4 business days before a planned interruption unless a longer period of notice is requested by a customer in which case that longer notice will be given if it is reasonably necessary and able to be accommodated by North East Water, and
- b. as soon as possible in the event of an unplanned interruption to services.

In all cases North East Water will endeavour to minimise inconvenience to all customers.

## 9.7 DROUGHTS AND EMERGENCIES

North East Water may restrict or prohibit the supply or use of water in accordance with the Water Act 1989, including:

- a. an approved drought response plan or by-laws for water restrictions
- b. an approved emergency management plan
- c. an approved Permanent Water Saving Plan, and
- d. any lawful direction of a bulk supplier or the Minister.

## 10. DISCONNECTION

### 10.1 PERMITTED DISCONNECTION

North East Water may only disconnect a customer's property in respect of a particular service in one of the following circumstances:

- a. upon the reasonable request from the customer
- b. in the case of a reclaimed water service or a sewerage service – for a repeated or material breach of the permitted use rules
- c. for an urgent health or safety reason
- d. for a material breach of water law by the customer
- e. the property owner's infrastructure being unfit for safe or efficient continued provision of the service, or
- f. otherwise as permitted by water law.

North East Water may charge for a disconnection.

### 10.2 RECONNECTION

North East Water will reconnect a customer's property disconnected under this clause promptly upon:

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

North East Water may charge for a reconnection.

## 11. METERS

### 11.1 TESTING

Water meters will satisfy the applicable standards required by the Utility Meters (Metrological Controls) Act 2002 and Trade Measurement Victoria.

Upon request by a customer, North East Water will remove and replace a meter to carry out tests on the meter to ascertain its accuracy. If the test demonstrates the meter is reading high, North East Water will:

- a. pay the cost of the test, and
- b. adjust the usage account accordingly.

If the test demonstrates compliance with the applicable standards, or that the meter is reading low, North East Water may impose on the customer a reasonable charge for the cost of the test.

## 11.2 PROVISION OF ADDITIONAL METERS FOR MULTI-TENEMENT PROPERTIES

At the discretion of the Corporation, North East Water may provide domestic water meters at no cost for individual metering of existing multi-tenement properties.

## 12. WORKS AND MAINTENANCE

### 12.1 QUALITY IMPROVEMENT PROGRAMS

North East Water will implement programs to maintain its systems in accordance with its approved service standards and requirements of the Water Act 1989 and the Water Regulations 2014.

Under these requirements North East Water will, in general terms:

- a. Maintain the property service works from the water main to :
  - i. the water meter; or
  - ii. the property boundary, if the water meter is more than two metres from the property boundary; or
  - iii. the first accessible stop valve, if the meter is within a building or there is no meter.
- b. Maintain the sewerage works from the sewer main to:
  - i. The inspection opening; or
  - ii. One metre into the property if the first inspection opening is more than one metre into the property, or there is no inspection opening; or
  - iii. One metre from a structure on a property that is preventing the installation of an inspection opening on that property.

In addition to this general system obligation, North East Water (or the Corporation's contractor) will replace a galvanised iron property service pipe if it is leaking. If a galvanised iron property service pipe is replaced at the request of the owner, for any other reason other than it is leaking, the property owner is required to make a contribution to the cost of replacement, as outlined in North East Water's Tariffs and Charges (updated annually and published on [www.newater.com.au](http://www.newater.com.au)).

North East Water is not responsible for the maintenance of any property owner's infrastructure. These are defined by the Water Regulations 2014 as:

- a. private water supply works;
- b. extended private water supply works;
- c. private fire services;
- d. sanitary works;
- e. extended sanitary works on private property;
- f. combined sanitary works.

### 12.2 NOTICE OF PLANNED CONSTRUCTION WORKS AND PROPERTY ENTRY

North East Water will provide at least seven days' notice to customers and others likely to be affected by planned construction works.

North East Water will notify customers whenever possible when it needs to enter their property to inspect or maintain its systems in the event of an emergency. North East Water need not notify customers for meter readings. Trade waste inspections will be made during times North East Water reasonably believes the property is in operation, except in an emergency.

### 12.3 NOTIFICATIONS TO CUSTOMERS

North East Water may, by notice or in accordance with the Water Act 1989, require a property owner to:

- a. allow access for North East Water's representative to enter the customer's property
- b. maintain the property owner's infrastructure
- c. remedy a contravention of the water law or
- d. remove a tree that is obstructing or damaging North East Water's system.

## 12.4 SEWERAGE SERVICES

North East Water may prohibit the installation and operation of an on-site waste water treatment system within a sewerage district.

North East Water may require the owner of a serviced property to connect to the sewerage service provided.

## 12.5 WORKER IDENTIFICATION

A representative of North East Water will not enter a customer's property without appropriate identification.

A representative of North East Water entering a property, except for the purpose of reading an accessible meter or in an emergency, will either:

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

## 12.6 KEYS HELD BY NORTH EAST WATER

If North East Water holds keys to a customer's premises, they will be held in safe custody and returned to the customer upon notification of the customer's vacation of the relevant property, or if access by North East Water staff and/or its designated contractors is no longer required.

## 12.7 RESTORATION OF WORKS AREA

North East Water will, where applicable, provide information of its policies, practices and procedures in relation to any planned construction works, including:

- a. the removal of rubbish and equipment unless otherwise agreed with the customer, and
- b. the restoration of the street or property as closely as possible to its pre-work state.

## PART C – INFORMATION

### 13. ACCESS

#### 13.1 ENQUIRIES

North East Water will 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
- e. information about North East Water's Customer Service Policy
- f. information about the North East Water's complaint handling procedures, and
- g. information about the Energy and Water Ombudsman (Victoria) (EWOV) scheme.

More information relating to matters referred to in paragraphs 13.3 to 13.12 can be obtained by contacting North East Water on 1300 361 633.

#### 13.2 FEES FOR INFORMATION OR ADVICE

Upon request, and for a fee, North East Water will provide an asset information plan showing Corporation assets at a property.

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

#### 13.3 PERMITTED USE

North East Water will regularly inform relevant customers of its required limits on the permitted use of reclaimed water, non-potable water and its sewerage service which at least reflect:

- a. health regulation and environmental regulation
- b. clause 1.3 in respect of reclaimed water.

#### 13.4 TRADE WASTE

North East Water will advise customers of the standards and requirements necessary for entering a Trade Waste agreement or obtaining consent. Further information regarding Trade Waste is available in North East Water's Trade Waste Charter which is available on our website, [www.newater.com.au](http://www.newater.com.au) or upon request.

#### 13.5 SUSTAINABLE USE OF WATER

North East Water will ensure an up-to-date copy of its Permanent Water Savings Plan is available at its offices during business hours for inspection upon request. North East Water will provide information to customers about services that may be restricted due to drought or emergency, and penalties that may apply under North East Water's Permanent Water Saving Measures and Water Restriction By-Law.

North East Water will provide information to customers about the sustainable use of Victoria's water resources and how customers may conserve water.

#### 13.6 WATER REUSE

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

#### 13.7 BILLING HISTORY

Upon request by the customer, North East Water will provide the customer's account and usage history. In the case of account and usage history for the preceding three years, the information will be provided within 10 business days, or other period by agreement.



## 13.8 REGULATORY INFORMATION

North East Water will, upon request, provide customers with any regulatory instruments other than primary legislation under which it operates, including a copy of the Customer Charter and Customer Service Code.

## 13.9 COMMUNICATION ASSISTANCE

North East Water will provide, or provide access to, an interpreter service and a TTY service for speech- and hearing-impaired customers. North East Water will publish, and provide upon request, the Charter in languages other than English to the extent required under the guidelines issued by the Victorian Office of Multicultural Affairs.

## 13.10 CUSTOMER OBLIGATIONS

Customers have certain obligations under the Water Act 1989. Some of these obligations include but are not limited to:

- a. pay charges incurred after vacating a property unless North East Water is given at least 48 hours notice of the customer vacating the property;
- b. to ensure that each water meter is accessible by North East Water or its representatives;
- c. maintain the property owner's infrastructure upon notice by North East Water;
- d. remove trees upon request by North East Water;
- e. seek North East Water's consent for any building or construction work that might interfere with a service or system;
- f. not alter any works connected to North East Water's works without its consent;
- g. observe any restrictions imposed by North East Water in accordance with the Water Act 1989;
- h. maintain combined sanitary works in accordance with the Water Act 1989 or any independent agreement with other land owners connected to the combined sanitary works.

North East Water also requires the property owner to ensure that the water meter is accessible at all times by North East Water staff or contractors.

North East Water will use reasonable endeavours to keep each customer informed of the customer's material obligations under the Water Act 1989.

## 13.11 CUSTOMER RESPONSIBILITIES

In its dealings with customers, North East Water may impose any or all of the following responsibilities on a customer as a condition of it providing or continuing to provide a service:

- a. compliance with permitted use rules, and
- b. compliance with the Water Act 1989 & Water Regulations 2014.

## 13.12 PRIVACY

North East Water will keep information about customers confidential and will comply with the Information Privacy Act (Vic) 2000 and any guidelines issued by the Victorian Privacy Commissioner. Customers can obtain a copy of North East Water's Privacy Policy by contacting North East Water on 1300 361 633.

## 13.13 SUMMARY OF CHARTER

North East Water will summarise the contents of its charter, which will include advice on:

- a. the issuing of bills
- b. the types of charges
- c. the payment of accounts
- d. concessions and assistance available to customers
- e. key service standards (e.g. quality and reliability)
- f. the maintenance responsibilities of North East Water
- g. enquiry and complaint handling details, including contact details for EWOV
- h. privacy information in accordance with privacy legislation
- i. guaranteed service levels
- j. contact details for North East Water, and
- k. where a copy of the Charter may be obtained from North East Water.



### 13.14 PROVISION OF CHARTER OR SUMMARY

North East Water will provide a copy of the Charter or a summary of the Charter:

- a. to existing customers with the first bill after it has been approved by the ESC, and
- b. to new customers within one month of becoming a customer of North East Water in respect of a property.

### 13.15 NOTIFICATION OF VARIATION

If North East Water materially changes the Charter, it will inform each customer of this fact on or with the next bill, advising that details of the change are available on it's the Corporation's website or upon request.

## PART D – 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 and reflected in North East Water's Water Plan.

**“available”** means that the person's property is a declared property in respect of that service under section 144 of the Water Act 1989.

**“billing period”** means any period for which a customer's bill is calculated, usually 3 months.

**“business day”** means a day on which banks are open for general banking business in Wodonga, not being a Saturday or Sunday.

**“ESC”** means the Essential Services Commission, established under the Essential Services Commission Act 2001.

**“combined sanitary works”** means the part of any sanitary works that conveys or is intended to convey sewage or trade waste :

- a. From a serviced property to the sewerage works and is located on another serviced property; and
- b. From 2 or more serviced properties to the sewerage works.

**“complaint”** means a written or verbal expression of dissatisfaction about an action, proposed action or failure to act by North East Water, its employees or contractors including a failure of North East Water to observe its published policies, practices and/or procedures.

**“customer”** means a person who is:

- a. an owner and occupier of a property connected to a North East Water's system
- b. an owner of a property which is connected to North East Water's system but is not an occupier
- c. an occupier of a property that is connected to North East Water's system and is liable for usage charges
- d. an owner of a property that is not connected but a service is available from North East Water, and North East Water imposes a charge.

**“disconnect”** means to physically prevent the flow of water, recycled water or sewage.

**“electronic address”** means an email or internet address supplied by a customer to North East Water for the purpose of receipt of bills or other service related communications.

**“enquiry”** means a written or verbal approach by a customer, which can be satisfied by North East 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).

**“extended private water supply works”** in relation to a serviced property where no property service pipe has been installed by or on behalf of a water corporation for that property, means the property service pipe installed between the property and a water corporation's water main by the property owner and connected to the water main with the consent of the water corporation under section 145 of the Water Act 1989.

**“extended sanitary works”** in relation to a serviced property where no sanitary drain has been installed by or on behalf of a water corporation for that property, means the sanitary drain installed between the property and a water corporation’s sewer main by the property owner and connected to the sewer main with the consent of the water corporation under section 145 of the Water Act 1989.

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

**“financial year”** means a year ending 30 June.

**“GSL rebate”** means any form of payment or compensation made to a customer by a water business due to a breach of the water business’s stated obligations under a guaranteed service level scheme as approved by the Essential Services Commission.

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

**“interruption”** means in the case of a customer’s water or recycled water supply, a total loss of supply from North East Water to a customer.

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

**“non-potable water”** means water that is the subject of a declaration made by the Minister under section 6 of the Safe 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 North East Water, for the period of such registration; or
- b. the property owner.

**“permitted use rules”** means North East Water’s requirements under clause 13.3.

**“permanent water savings measures”** means measures introduced under section 170A of the Water Act 1989 for the promotion of ongoing water conservation practices.

**“planned construction works”** means major maintenance, construction or other activities undertaken in relation to North East Water’s system, which are planned, scheduled or known about in advance by North East Water. Planned construction works may result in planned interruptions.

**“planned interruption”** means a scheduled interruption to a service to a customer, which is caused by North East Water to allow routine maintenance or augmentation to be carried out.

**“private fire service”** means that part of any works from the water main of a water corporation to an outlet on a serviced property, where the outlet is designed to supply water to the property for the principal purpose of combating an outbreak of fire on the property, whether or not that part of the works is also connected to another outlet used for purposes other than combating an outbreak of fire.

**“private water supply works”** in relation to a service property, means the property service pipe (including any backflow prevention device and any other fixtures or fitting other than a water meter) from the outlet of any fixtures installed on the serviced property to the property service works, but does not include any extended private water supply works.

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

**“reasonable assurance”** means a fair and reasonable expectation (based on all the circumstances leading to, and which are anticipated to follow) that the customer will meet the terms of an offer.

**“reasonable charge”** means a fee or charge determined in a manner consistent with any determination or guideline of the ESC.

**“sanitary works”** means the sanitary drain (including any inspection shafts fitted to the drain) from a building or structure on a serviced property to the sewerage works, but does not include any extended sanitary works.

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

“**system**” means North East Water’s physical infrastructure for providing a water supply service, a recycled water service or a trade waste or sewerage service.

“**trade waste**” means any water-borne waste as prescribed under the Water Act 1989.

“**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 North East Water’s system or a fault which is the maintenance responsibility of the Corporation according to clause 12 of the Charter.

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

## PART E – SERVICE STANDARDS

Service Standard	2013-14	2014-15	2015-16	2016-17	2017-18
<b>Water</b>					
Unplanned water supply interruptions (per 100km)	14	14	14	14	14
Average time taken to attend bursts and leaks (priority 1)(minutes)	17	17	17	17	17
Average time taken to attend bursts and leaks (priority 2)(minutes)	23	23	23	23	23
Average time taken to attend bursts and leaks (priority 3)(minutes)	27	27	27	27	27
Unplanned water supply interruptions restored within 5 hours (per cent)	98	98	98	98	98
Planned water supply interruptions restored within 5 hours (per cent)	100	100	100	100	100
Average unplanned customer minutes of water supply (minutes)	6.2	6.2	6.2	6.2	6.2
Average planned customer minutes off water supply (minutes)	3.05	3.05	3.05	3.05	3.05
Average unplanned frequency of water supply interruptions (number)	0.08	0.08	0.08	0.08	0.08
Average planned frequency of water supply interruptions (number)	0.03	0.03	0.03	0.03	0.03
Average duration of unplanned water supply interruptions (number)	95	95	95	95	95
Average duration of planned water supply interruptions (number)	95	95	95	95	95
Number of customers experiencing more than 2 unplanned water supply interruptions in the year (number)	375	375	375	375	375
Unaccounted for water (per cent)	10	10	10	10	10
<b>Sewerage</b>					
Sewerage blockages (per 100km)	12	12	12	12	12
Average time to attend sewer spills and blockages (minutes)	24	24	24	24	24
Average time to rectify a sewer blockage (minutes)	140	140	140	140	140
Spills contained within 5 hours (per cent)	100	100	100	100	100
Customers receiving more than 2 sewer blockages in the year (number)	14	14	14	14	14
<b>Customer Service</b>					
Complaints to EWOV (per 1,000 customers)	0.4	0.4	0.4	0.4	0.4
Telephone calls answered within 30 seconds (per cent)	95	95	95	95	95

Diameter of the property owner's infrastructure	20mm	25mm	32mm	40mm	50mm
Minimum flow rate (litres per minute)	10	14	24	40	60

## PART F – GUARANTEED SERVICE LEVELS (GSL'S)

Service Level Obligation	Level of Service	Rebate for Breach
Unplanned water interruption within 12 month period	No more than 5	\$50
Sewage spill in a house caused by the business or a failure of the business' system(s) contained within 1 hour of notification	All	\$1000
Restricting the water supply of, or taking legal action against, a residential customer prior to taking reasonable endeavours to contact the customer and provide information about help that is available if the customer is experiencing difficulty paying.	Zero	\$300