

# Customer Charter 2023

1 March 2023

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# PART A – INTRODUCTION

At Barwon Water our customers and community are our priority. This Customer Charter (the charter) sets out our service standards and conditions, as well as your rights and obligations as a Barwon Water customer.

Our charter aligns with the *Water Industry Standard – Urban Customer Service (March 2023)*. These standards are set by the Essential Services Commission, the independent regulator of the water sector in Victoria.

## 1 Purpose

This customer charter informs you – our customer - about the services we provide, our rights and responsibilities and your rights and responsibilities. The charter applies to anyone supplied with reticulated drinking water, non-drinking water or recycled water, and/or reticulated sewerage services, trade waste services and water supplied under a separate written agreement made after 30 June 2005.

## 2 Commencement

This customer charter applies from 1 March 2023.

## 3 Variation

Before varying this charter, we will consult with you, our customer, and the Essential Services Commission (ESC).

## 4 Separate written agreements

A separate written agreement for the provision of a service made before 1 November 2004, does need not comply with this charter. A written agreement that was made after 1 November 2004 and does not extend beyond 30 June 2005, also does not need to comply with this charter.

Any written agreement made after 1 November 2005 and extending beyond 30 June 2005, must not reduce your rights as set out in this charter, unless we (Barwon Water) can demonstrate that compliance with the standard is not practical. If this is the case, we will notify you in writing.

This charter does not apply to a recycled water contract if it does not provide domestic reticulated recycled water. More information on written agreements is available in Part D of this charter.

## 5 Provision of charter

We will provide a copy of this charter:

- a) to existing customers - with the first bill after it has been approved by the Commission.

- b) to new customers - within one month of becoming registered with us in respect of a property.
- c) to all new trade waste customers; and
- d) to any customer upon request.

## 6 Notification of variation

If we make any changes to our Customer Charter in a significant way, we will inform you on or with the next bill sent to you. The revised Charter will also be available on our website, with a full copy available upon request by contacting us at 1300 656 007 or [info@barwonwater.vic.gov.au](mailto:info@barwonwater.vic.gov.au).

## 7 Contacting us

You can contact us through a number of different channels:

### a) Telephone

Call our Contact Centre on 1300 656 007:

- (i) for all enquiries 8 am to 6 pm, Monday to Friday; and
- (ii) for any water or sewerage service difficulties, outages or other faults we are available to help 24-hours a day, seven days a week.

### b) Email

Email any enquiry to [info@barwonwater.vic.gov.au](mailto:info@barwonwater.vic.gov.au)

### c) Mail

Write to Barwon Water, PO Box 659, Geelong VIC 3220.

### d) Web Chat

You can chat to a customer service consultant with any enquiry between 8am and 6pm, Monday to Friday via the web chat service on our website: [www.barwonwater.vic.gov.au](http://www.barwonwater.vic.gov.au).

### e) Website access

You can visit [www.barwonwater.vic.gov.au](http://www.barwonwater.vic.gov.au) to access information on a wide range of service topics, including:

- (i) our pricing.
- (ii) various online application forms.
- (iii) water storage levels.



- (iv) trade waste.
- (v) recycled water.
- (vi) details about how your services may be affected and any penalties that may apply under our by-laws for applicable drought, emergency and our permanent water saving plan.
- (vii) how to use water sustainably; and
- (viii) other information about Barwon Water, our activities and services.

## PART B - 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)* if your property is connected to our system, we will provide the relevant service in accordance with this Charter and the Standard.

#### 1.2 Obligation to connect

Subject to the *Water Act 1989 (Vic)* and the *Water Industry Act 1994 (Vic)*, when you request connection to a service that is available, we will connect or (if approval is all that is needed) approve connection to the property within 10 business days, or at an agreed date, if:

- a) you have paid or agreed to pay all applicable connection fees; and
- b) you have complied with all reasonable terms and conditions of connection we have specified.

#### 1.3 Recycled (Class A non-drinking) water services

Customers supplied with both drinking water and recycled water have a dual water supply system. In this situation, one pipe enters your property and delivers water for drinking, bathing and washing purposes. A second (purple-coloured) pipe delivers recycled water only for use for toilet flushing and external garden use.

In regard to your recycled water system, we:

- a) will advise you of the standards and requirements necessary for entering a recycled water agreement or obtaining its consent.
- b) will ensure that the developer has undertaken a full system integrity check to ensure there are no cross connections between drinking water and recycled water supplies.

- c) will send you a copy of the permitted uses and cross-connection instructions within five days of confirming you are a new customer.
- d) will keep you regularly informed about the permitted uses of recycled water and notify you if any changes are made. This may be via, but not limited to direct post/email and website updates.
- e) reserve the right to restrict your supply of recycled water if you do not comply with the permitted uses.
- f) refuse to provide a non-drinking water service if you have not entered into a recycled water agreement with us or otherwise received our consent.

In regard to your recycled water system, you must:

- g) comply with the permitted uses for recycled water to ensure your safety. These are available on our website <https://www.barwonwater.vic.gov.au/water-and-waste/recycled-water/recycled-water-quality-policy>
- h) inform all users and any visitors of the permitted uses and potential hazards associated with the service, to ensure their safety.
- i) arrange a licensed plumber to undertake an annual cross-connection check, especially after any plumbing works at your property. Instructions for completion of this check are available here <https://www.barwonwater.vic.gov.au/water-and-waste/recycled-water/class-a> and we will send you an annual reminder via email or post.

## 2 Charges

### 2.1 Variation

Subject to the *Water Act 1989 (Vic)* and the *Water Industry Act 1994 (Vic)*, approved service standards and any relevant determination of the Commission, we may vary charges to you. If we do:

- a) we will publicise any variation before they take effect via a number of different channels such as:
  - (i) website updates.
  - (ii) radio interviews.
  - (iii) social media; and
  - (iv) SMS.
- b) we will also notify you of any variation in our charges on or with the first bill after the decision to vary the charges has been made.
- c) we may calculate a pro rata charge 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 fees and charges on our website

<https://www.barwonwater.vic.gov.au/billing-and-accounts/fees-and-charges> and can provide a copy to you on request.

## 2.3 Water and sewerage charges

Charges commence for new properties from the date the water meter is installed.

We bill on 'user pays' pricing principles as set out below:

- a) Water supply charges are made up of:
  - (i) water service charge – a fixed quarterly charge billed to the owner of every property or dwelling connected to the water supply system.
  - (ii) water volume charge – the price per kilolitre (1,000 litres) of water delivered to your property, as measured by the water meter and;
  - (iii) (where applicable) recycled water volume – the price per kilolitre (1,000 litres) of recycled water delivered to your property, as measured by the purple water meter.
- b) The sewerage service charge is a fixed quarterly charge, billed to the owner of every property or dwelling connected to our sewerage system.
- c) If you are supplied with water under a separate written agreement, you will be billed as follows:
  - (i) Water service charge:
    - I. if you receive a treated water supply, the water service charge is set at 85 per cent of the water service charge for declared serviced properties.
    - II. if you receive an untreated water supply, the water service charge is set at 70 per cent of the water service charge for declared serviced properties.
  - (ii) Water volume charge
    - I. if you receive a treated water supply, the water volume charge is the same charge set for declared serviced properties which also receive a fully treated water supply; and
    - II. if you receive an untreated water supply, the water volume charge is set at 70 per cent of the water volume charged for fully treated water.
  - (iii) New customer contribution charge
    - I. a once-off charge if the property has not previously been connected to our water supply system.

You can find more information on water supply by written agreement in Part D of this charter.

### 3 Permitted use

We will regularly inform you via our website, in writing and via reviews of this charter, of our required limits on the permitted use of recycled water, non-potable water and our sewerage service in relation to:

- (i) health regulation and environmental regulations; and
- (ii) clause 1.3 above, which relates to recycled water services

### 4 Sustainable use of water

We will provide you with information on the sustainable use of water and how you can conserve water. Information is communicated regularly via social media, newsletter, radio, with your bill and via our website at: <https://www.barwonwater.vic.gov.au/water-and-waste/saving-water>

### 5 Meter readings

#### 5.1 Customer meter self-reads

If you have received a bill based on an estimated read, we will accept a self-read of your own meter.

- a) You need to contact us and provide a photograph of your meter clearly showing the readings.
- b) We will not charge a customer for a self-read.
- c) We will inform you in writing:
  - (i) that a self-read is an option, if you have received a bill based on an estimated read.
  - (ii) that you may request an adjusted bill, if you have received a bill based on an estimated read.
  - (iii) of any changes to your payment obligations if you request an adjusted bill; and
  - (iv) of Barwon Water's approved methods for a customer self-read.
- d) If you request an adjusted bill, we will promptly and at no extra charge, provide you with an adjusted bill based on your self-read.

#### 5.2 Special meter reading

- a) If you request a special meter reading, which means a reading outside of the normal billing cycle, we may charge an additional fee.
- b) We will not charge a fee for a special meter reading if:
  - (i) it is a self-read under clause 5.1.
  - (ii) the property has a digital meter; or

- (iii) you are receiving assistance under Barwon Water's customer support policy.
- c) Upon request we will determine your outstanding charges outside of the normal billing cycle.
- d) We may calculate the outstanding charges by:
  - (i) accepting a self-read under clause 5.1.
  - (ii) arranging for a special meter reading at a reasonable charge payable by you; or
  - (iii) where permitted by the Water Act 1989 (Vic) and the Water Industry Standard – Urban Customer Service, March 2023.

### **5.3 Data and digital water metering**

We manage and use data collected from digital meters in line with our privacy and data security policies available on our website, and provided to you prior to installation of a digital meter <https://www.barwonwater.vic.gov.au/legal/privacy>

## **6 Billing**

### **6.1 Billing Cycle**

- a) We will provide a billing cycle that is at least quarterly.
- b) We may have a billing cycle that is more frequent, if agreed with you.
- c) We may bill commercial customers or other customers with higher-than-average water or recycled water usage, or higher-than-average trade waste or sewage disposal more frequently than quarterly.

### **6.2 Issue of bills**

We will issue a bill directly or through an email bill (E-bill) to:

- a) you, at a physical or electronic address specified by you; or
- b) your agent or representative at a physical or email address specified by you.

If no address has been specified, we may send the bill to the physical address of the property where the charges have been incurred, or to your last known physical or electronic address.

### **6.3 Content of bills**

Your bill will contain the following information:

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

- e) your water usage.
- f) the amount you are required to pay.
- g) an explanation of charges (in accordance with clause 6.4);
- h) the date by which you are required to pay.
- i) the ways in which you can pay the bill.
- j) information about help that is available if you are experiencing difficulties paying.
- k) details of our Contact Centre which includes a 24-hour emergency telephone service number.
- l) information on our free interpreter service.
- m) any outstanding credit or debit from previous bills.
- n) the total of any payments you have made since the last bill was issued.
- o) information on concessions available and any concession to which you may be entitled.
- p) the average daily rate of water or recycled water use at the property for the current billing period; and
- q) if we intend to charge interest on outstanding amounts, a clear statement of the rate of interest and from what future date it is to be applied.

#### **6.4 Explanation of charges**

We will list all charges separately including:

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

#### **6.5 Electronic bill (E-bill)**

- a) We may send you an electronic bill in any digital format.
- b) An E-bill must include:
  - (i) a clear and accessible link to the full bill with instructions on how to access the full bill;
  - (ii) the amount payable and the due date.
  - (iii) the methods by which the bill can be paid.
  - (iv) your water usage for the current period.

- (v) information about assistance available if you are experiencing difficulties paying and how to access this assistance; and
  - (vi) information about our customer support policy.
- c) We may include any additional information on the electronic bill that we think is necessary.

### **6.6 Presentation of customer water usage**

We will display a graph of your current water usage on the bill, to the extent the data is available which includes:

- a) your current water usage.
- b) your water usage for each quarter over the past year; and
- c) a comparison of your usage for the same period of the previous year.

If a property is occupied by a tenant, this information will only be displayed on the tenant's bill.

### **6.7 Adjustment of bills**

- a) We may recover from you an amount undercharged if:
- (i) the amount is limited to the amount undercharged in the four months prior to us notifying you that undercharging has occurred (except in the case of illegal use);
  - (ii) the amount to be recovered is listed as a separate item and is explained on or with your bill; and
  - (iii) we allow you to pay the amount to be recovered in instalments over four months or through a flexible payment plan in accordance with clause 7.2.
- b) We will not charge interest on undercharged amounts.
- c) We may identify an amount undercharged as a result of your illegal use of water or recycled water by estimating, in accordance with the Water Act 1989 (Vic), the usage for which you have not paid. In regard to this amount, we may exercise other rights available to us, including rights under clause 15.
- d) If we overcharge you, we must inform you within 10 business days of becoming aware of the error; and refund or credit the amount overcharged in accordance with your instructions.

### **6.8 Multiple bills**

- a) If you own multiple properties across our service area, you will be issued with a separate bill for each property during the billing cycle.

### **6.9 Shared private extension billing arrangements**

- a) If we supply water to you through a private extension that also supplies water to other customers, additional billing considerations are applied.

- b) Private extensions will typically have a meter, known as a master, which records the total consumption entering the private line. In addition, there are separate meters for each individual connected property.
- c) If the total of the individual meters consumption is less than the master - which may indicate a leak on the line - we will charge that difference equally to each property.

## 7 Payments

### 7.1 Payment timeframe and payment methods

- a) You will have 28 days from the date of issue to pay your bill.
- b) We will accept payment from you by:
  - (i) Direct debit from your cheque or savings account, or via credit card. You can set this up on our website <https://www.barwonwater.vic.gov.au/billing-and-accounts/payment-options> or call 1300 656 007 for assistance. Note that we must not require you to agree to direct debit as a condition of service
  - (ii) BPAY from your savings account or via credit card
  - (iii) Using your credit card on our website
  - (iv) Automatic payments from your Centrelink allowance (Centrepay). Call 1300 656 007 for further details
  - (v) Post BillPay: through Australia Post
  - (vi) In person at any Australia Post Office
  - (vii) Online at <https://www.postbillpay.com.au/>
  - (viii) Over the phone on 13 18 16
  - (ix) By mail addressed to: Barwon Water, PO Box 659, Geelong VIC 3220
  - (x) Any other option shown on your bill or reminder notice
- c) You may also pay in advance by any of the above methods.

### 7.2 Flexible payment plans

- a) We will provide a flexible payment plan that meets your capacity to pay. A flexible payment plan will:
  - (i) show you how the amount of the payments has been calculated.
  - (ii) state the period over which you will pay the amounts agreed with you.
  - (iii) specify an amount to be paid in each period.
  - (iv) be adjusted at your request if there is a change in your circumstances in line with our customer support policies; and
  - (v) be confirmed in writing to you as soon as possible, once the flexible payment plan is in place.



- b) When we confirm your payment plan in writing, we will provide you with a schedule that clearly states:
  - (i) The total number of payments you need to make.
  - (ii) The time period over which you'll need to make the payments.
  - (iii) The date by which you'll need to make each payment.
  - (iv) The amount of each payment.
- c) We may not offer you a flexible payment plan if, in the previous 12-months, you have had two (2) flexible payment plans cancelled due to non-payment, unless you provide us with a fair and reasonable assurance (based on the circumstances) that you will comply with the plan.

# PART C - Customer Assistance and Support

## 8. Customer assistance and support

We will aim to identify if you are experiencing financial difficulties and try to contact you to offer assistance or information. We may contact you by phone, as part of our outbound calling program, to make you aware of the assistance available.

- a) Examples of the information we may contact you with include:
  - (i) entitlements if you have a concession card.
  - (ii) details regarding your billing and payment history.
  - (iii) clarification of your obligations as customer.
  - (iv) advice on the sustainable use of water.
  - (v) notification of a supply interruption and the assistance that is available during interruptions; and
  - (vi) accessibility requirements for communication.
- b) The assistance we can provide may include:
  - (i) payment difficulties assistance.
  - (ii) assistance if you are experiencing family violence.
  - (iii) access to a range of customer support programs such as our WaterAssist Home program, government grants and business water saving grants.
  - (iv) information on customer support in other languages.
  - (v) updating your contact details and communication preferences; and
  - (vi) your billing history.

## 9. Your chosen representative/s or support person/people

You can nominate a chosen representative or support person to act on your behalf when contacting us. The person (or multiple representatives) you authorise can access your private information and records of interactions with Barwon Water. They can also change your private information and provide us with new information about you.

If you would like to nominate a representative/s or support person/people, please complete this online form <https://www.barwonwater.vic.gov.au/billing-and-accounts/update-details/privacy-registration>

You can also call our Contact Centre for assistance with the form on 1300 656 007.

## 10. Payment Assistance

### 10.1 Payment Assistance

- a) If you're having difficulty paying your bill – get in touch, we're here to help you. We offer a number of customer support options that can be tailored to suit you.
- b) We will provide you with payment assistance in a way that suits your circumstances, on a case-by-case basis. These include:
  - (i) making alternative payment arrangements in accordance with your capacity to pay, including:
    - a. flexible payments plan in line with Clause 7.2.
    - b. access to our Arrange & Save payment matching plan; or
    - c. re-directing the bill to another person for payment, provided that person agrees in writing.
    - d. more frequent billing or payment options.
  - (ii) providing a written confirmation of an alternative payment method within 10 working days of agreement being reached.
  - (iii) offering to extend the due date for some or all of an amount owed.
  - (iv) informing you of any circumstance in which we will waive or suspend interest payments on outstanding amounts, late fees or debt.
  - (v) suspension of collection of arrears to allow for a usage only payment plan for a period negotiated with the customer.
  - (vi) providing information on how you may reduce your water usage or use water more efficiently.
  - (vii) conducting regular meter readings and frequently reporting your consumption to you.
  - (i) depending on eligibility, helping you apply for government funded assistance programs (including the Utility Relief Grant Scheme); including by
    - a. completing the online application form over the phone with you and lodging the form online on your behalf, unless you request otherwise; or
    - b. if we are unable to complete and lodge a Utility Relief Grant application form over the phone, us completing the application form to the extent possible and sending to the residential customer with instructions on how to complete the remainder of the form and lodge that form.
  - (ii) where appropriate, referring you to a free, independent financial counsellor.

## 10.2 Customer Support Policy

- a) We're committed to helping any residential or small business customer experiencing payment difficulties reduce debt and/or meet future payments. You might identify this need yourself or we may detect an opportunity to help you. An independent financial counsellor or qualified accountant might also identify that you could benefit from payment support.
- b) Our Customer Support Policy outlines the support we have available. We will assess each customer on a case-by-case basis. Our policy is accessible:
  - (i) on the Barwon Water website <https://www.barwonwater.vic.gov.au/about-us/policies-and-governance/policy-for-customers-experiencing-financial-hardship>
  - (ii) by post or email at your request.
  - (iii) at our office at 55-67 Ryrie Street, Geelong.
  - (iv) in summary version in various other languages on our website: <https://www.barwonwater.vic.gov.au/billing-and-accounts/concessions-and-payment-assistance> . We can also arrange for an interpreter call to assist you with policy content or we translate entire policy documents into other languages, in a timeframe agreed between us.
- c) Our customer support policy includes our policies, procedures and approach to:
  - (i) how we undertake early identification of a customer in payment difficulty.
  - (ii) how we undertake the management, development, communication and monitoring of the policy.
  - (iii) how we train our staff to ensure customers experiencing payment difficulty are treated with respect and sensitivity.
  - (iv) how we exempt any customer experiencing payment difficulty from supply restriction, legal action, and additional debt recovery costs – including waiving any interest accrued prior to us identifying you as needing payment support – whilst you're making payments in line with an agreed payment plan or schedule.
  - (v) circumstances where we will waive or suspend interest payments (if any) on outstanding amounts.
  - (vi) offering a range of payment options in accordance with your capacity to pay or any other assistance we have available.

- (vii) providing written confirmation of any alternative payment method to be sent within 10 business days of an agreement being reached.
- (viii) offering information about our dispute resolution policy, and your right to lodge a complaint with the Energy and Water Ombudsman Victoria (EWOV) and any other relevant external dispute resolution forum if your hardship claim is not resolved to your satisfaction.
- (ix) explaining the circumstances in which the customer support policy will cease to apply; and
- (x) providing a review mechanism of the customer support policy and its associated procedures.

### 10.3 Concessions and rebates

- a) If you hold an eligible concession card, water and sewerage concessions are available for the water and sewerage charges at your principal place of residence. Once you register your card with us the concession will be deducted from your bills automatically.
- b) Concessions are available through the Victorian Government, for volume charges associated with the operation of certain life support machines including haemodialysis machines. We provide a further concession of fifty per cent (50%) of your remaining volume charges. The concession is credited to your account provided you are registered with us as using a haemodialysis machine.
- c) We will grant a rebate of 20 per cent (20%) from the water volume charge to anyone who has a severe medical condition – as indicated on a medical certificate - that results in them using a higher than usual amount of water. The rebate will be credited to your account.
- d) We may grant eligible customers a once in 5-year reduction for water volume charges where evidence is provided that an undetectable leak has occurred (typically leaks from a property service pipe below ground, under concrete or under a building) resulting in an excessively high bill. To be eligible for the high usage allowance:
  - (i) repairs must be completed within 14 days of you becoming aware of the leak;
  - (ii) repairs must be undertaken by a registered plumber; and
  - (iii) you must prove that you have a paid plumber's invoice detailing the fault and repairs undertaken.

The allowance will be determined by comparing the water volume shown on the current bill with your normal average historical consumption and adjusting 50 per cent (50%) of the excess charge.

- e) To check your eligibility for any of the concessions or rebates above, call our Contact Centre at 1300 656 007 or email us on [info@barwonwater.vic.gov.au](mailto:info@barwonwater.vic.gov.au)

## 11. Family Violence

We're committed to providing confidential and respectful support to customers experiencing family violence, in line with our Family Violence (Customer) Policy.

Our family violence policy:

- a) provides that all relevant staff have ongoing training to:
  - (i) identify customers affected by family violence.
  - (ii) interact sensitively with customers affected by family violence; and
  - (iii) apply our family violence policy and related policies and procedures to customers affected by family violence.
- b) identifies the support we will provide to staff affected by family violence, including any training, leave, external referrals and counselling available.
- c) promotes safety by providing for the secure handling of information about those affected by family violence, in a manner that maintains confidentiality.
- d) specifies our approach to debt management and recovery where you are affected by family violence, including, but not limited to:
  - (i) the recovery of debt from those with joint accounts; and
  - (ii) the circumstances in which debt will be suspended or waived.
- e) recognises family violence as a potential cause of payment difficulties and as an eligibility criterion for access to our customer support policy and address what payment support will apply to customers affected by family violence.
- f) provides a process that avoids repeat disclosure of family violence and provides for continuity of service.
- g) provides a means for referring anybody who may be affected by family violence to external assistance.
- h) is available on our website <https://www.barwonwater.vic.gov.au/about-us/policies-and-governance/customer-family-violence-policy> or at your request and is reviewed regularly to ensure that customer details are correct.

## 12. Special Needs

- a) We keep an up-to-date register of people who require drinking water for:
  - (i) the operation of a life-support machine; or
  - (ii) other special needs which may be affected by planned and unplanned outages that will be assessed on a case-by-case basis by us.
- b) We will contact all customers on the register:
  - (i) as soon as possible in the event of an unplanned interruption to a service; and
  - (ii) at least four (4) business days before a planned interruption, unless you have advised us that you require a longer period of notice, and we are able to accommodate it.

In all cases we will take all steps to minimise inconvenience to customers with special needs on our register.

To request an assessment of your circumstances for our Special Needs Support service, please contact us at 130 656 007 for a discussion or email your reason or requirement to [info@barwonwater.vic.gov.au](mailto:info@barwonwater.vic.gov.au).

## 13. Information

### 13.1 Enquiries

We will provide the following information to you through our Contact Centre by telephone on 1300 656 007, by email, web chat, mail or website:

- (i) account information.
- (ii) bill payment options.
- (iii) concession entitlements.
- (iv) programs available to those who are having payment difficulties, including our customer support policy.
- (v) information about our complaint handling procedures.
- (vi) information about the Energy and Water Ombudsman Victoria (EWOV).

### **13.2 Fees for providing information or advice**

Unless stated otherwise in this Charter, we will not charge a fee for information or advice mentioned in this Charter to you or others affected by our operations.

### **13.3 Water reuse**

We will provide you with information at your request, about lawful and practical possibilities for the reuse of water.

### **13.4 Billing history**

At your request, we will provide you with your account and usage history for the previous three years, within 10 business days or another period by agreement. We may refuse to provide this information where it contravenes information handling procedures set out in our family violence policy and our refusal is not in breach of law.

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

### **13.5 Regulatory information**

Upon request, we will provide you with any regulatory instruments other than primary legislation under which we operate, including a copy of the *Water Industry Standard – Urban Customer Service (1 March 2023)* issued by the Essential Services Commission on which this Charter is based.

### **13.6 Communication assistance**

- a) We will use reasonable endeavours to determine your preferred method of communication and use it where reasonable.
- b) We will use reasonable endeavours to meet your discrete communications needs as required on a case-by-case basis.
- c) We will provide you with access to a free interpreter service for non-English speaking customers – call 131 450 and a TTY service for speech and hearing-impaired customers – call 133 677.

### **13.7 Written communication**

We will ensure that any written communication from us to you:

- a) will use plain language.
- b) will be legible; and
- c) will be presented clearly and appropriately having regard to its nature.



### 13.8 Customer obligations

As our customer, you have certain obligations under the *Water Act 1989* and the *Water Industry Act 1994 (Vic)* including:

- a) to pay charges incurred after vacating a property, unless you've given us giving us at least 48-hours' notice of vacating the property.
- b) ensuring that each separate water meter is accessible.
- c) maintaining your infrastructure based on our notice.
- d) removing trees at our request.
- e) seeking our consent for any building or construction work which might interfere with our services.
- f) not altering any works connected to our works without our consent; and
- g) observing the water restrictions that are in place in accordance with the *Water Act 1989* and the *Water Industry Act 1994 (Vic)* and Victoria's Permanent Water Saving Rules see Clause 13.9.
- h) to maintain combined sanitary drains in accordance with the *Water Act 1989* and the *Water Industry Act 1994 (Vic)* or any independent agreement with other landowners.

### 13.9 Permanent Water Saving Rules

- a) Water is a precious resource and shouldn't be wasted. The permanent water saving rules (PWSR) are a set of simple, common-sense rules to reduce demand and make sure we all use water wisely.
- b) The permanent water saving rules are always in place and are uniform across Victoria.
- c) The rules apply to drinking water only. They do not apply to greywater, tank water (rainwater), bore water or recycled water. While the rules are only applicable to drinking water, other water sources (non-drinking water and recycled water) should never be wasted.
- d) You must comply with the following permanent water saving rules, you can access more information in Schedule 2 and on our website:  
<https://www.barwonwater.vic.gov.au/water-and-waste/permanent-water-saving-rules>

### 13.10 Privacy

We comply with the *Privacy and Data Protection Act 2014* and the ten information privacy principles established under the Act.

We also comply with the *Health Records Act 2001* and the health privacy principles contained therein.

In summary, this means that:

- a) Barwon Water is bound to comply with the Information Privacy Principles (IPPs) contained in privacy legislation in the way we handle personal information about customers and other individuals. At Barwon Water we have a strong commitment to ensuring that personal information is protected and used appropriately.
- b) Barwon Water is committed to fully disclosing incidents and breaches in a timely manner. Barwon Water will respond to and manage incidents/breaches in an open and transparent way, fully complying with the Privacy and Data Protection Act 2014.
- c) Barwon Water will take reasonable steps to protect the information we hold from unauthorised use, disclosure, access, modification, loss or misuse. This includes:
  - (i) ensuring our employees are bound by the Victorian Public Sector Code of Conduct.
  - (ii) implementing appropriate procedures to safeguard and prevent unauthorised access to personal information, maintain data security and ensure we use and disclose the information we collect appropriately.
- d) Barwon Water maintains records in accordance with the Public Records Act 1973 and will destroy or permanently de-identify personal information if it is no longer needed for any purpose.

A full copy of our Privacy Charter, including our Facebook Data Privacy Policy, is available on our website <https://www.barwonwater.vic.gov.au/legal/privacy#privacy-charter> or by request.

## 14. Complaints and Disputes

### 14.1 Enquiry, complaint and dispute handling policy

We are committed to effectively receiving and handling complaints and we aim to resolve your issues at your first point of contact.

Our enquiry, complaint and dispute handling policy provides that:

- a) if a written reply is requested, we will respond to you within 10 business days.
- b) a reply to your enquiry or complaint will deal with the substance of the enquiry or complaint or, if it is complex, we will advise when you will receive a reply.
- c) the reasons for our decision will be provided, including details of any applicable legislative or policy basis for the decision, if appropriate; and
- d) a complaint escalation is available if you are not satisfied with the way your complaint was handled or with the outcome, it provides:

- (i) the opportunity to refer the complaint to our Customer Resolutions Co-ordinator for review, with additional review by a senior manager.

You can escalate your complaint by contacting:

Customer Resolutions Coordinator  
Barwon Water  
PO Box 659  
Geelong VIC 3220

Telephone: 1300 656 007

Email: [info@barwonwater.vic.gov.au](mailto:info@barwonwater.vic.gov.au)

- (ii) if you are not satisfied with the outcome of the first escalation to the Customer Resolutions Coordinator, you can make a referral to the Energy and Water Ombudsman Victoria (EWOV) and any other relevant external dispute resolution forum.

More information about the role of EWOV is available here

<https://www.ewov.com.au/>

You can escalate your complaint to EWOV by contacting:

Energy and Water Ombudsman Victoria  
Reply Paid 469  
Melbourne Vic 8060

Telephone: 1800 500 509

Email: [ewovinfo@ewov.com.au](mailto:ewovinfo@ewov.com.au)

- e) we cannot recover an amount of money which is in dispute until the dispute has been resolved; and
- f) we have informed you of the matters above.
- g) Our enquiry, complaint and dispute handling policy is available on our website <https://www.barwonwater.vic.gov.au/about-us/contact-us/complaints> or by request.

## 14.2 Resolution of disputes

We will always try to resolve any dispute directly with you.

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

- a) we have informed you of our decision or any internal review of your complaint; and
- b) 10 business days have passed since you were informed of that decision; and
- c) you have not:
  - (i) asked for a further review; or
  - (ii) lodged a claim with EWOV or another dispute resolution forum.

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

## 15. Collection

### 15.1 Appropriate communication

Any communication with you regarding an overdue charge, will be made in a sensitive manner. We will focus on advising you of the support available and encourage you to contact us to discuss how we can help you.

### 15.2 Reminder notice

- a) If you fail to pay by the due date stated on the bill, we will send a reminder notice to you (in the same manner in which we sent the bill). We will do this no earlier than two (2) business days after the due date, if the bill is not paid by the due date.
- b) We will commence further process, outlined in clause 15.4, if we haven't received a response from you within seven (7) business days of the reminder notice being sent.
- c) We will include the following information in your reminder notice:
  - (i) the overdue amount
  - (ii) the date of issue.
  - (iii) an explanation in plain language of the notice and of why it is being issued.
  - (iv) the date by which payment must be made, which must not be earlier than six business days from the issue date of the reminder notice.
  - (v) a statement that payment of the overdue bill is required to be made by the due date that is specified under clause 15.2 (c) (iv);
  - (vi) payment options.
  - (vii) information about payment difficulty assistance available.
  - (viii) a warning of the further action that we may take, including (if relevant);
  - (ix) referral of any outstanding amount to an external debt collection company for collection; and
  - (x) details of how to contact the us.

We may include additional information in the notice we consider necessary

### 15.3 Final notice

- a) If your reminder notice remains unpaid, we will send a final notice to you (in the same manner we sent the bill) within 15 business days of the issue date of the reminder notice.
- b) The final notice will include:
  - (i) the overdue amount.

- (ii) the date of issue.
- (iii) an explanation in plain language of the notice and of why it is being issued.
- (iv) the date by which payment of the final notice must be made to avoid further action which must not be earlier than six business days after the issue of the final notice.
- (v) a statement that payment of the overdue bill is required to be made by the date that is specified under clause 15.3(b)(iv).
- (vi) a statement that, legal action or restriction may be taken, and the customer may incur additional costs in relation to those actions.
- (vii) clear and simple advice about what you need to do to avoid legal action or being restricted from their water supply.
- (viii) information about any assistance that is available to the customer, including information about EWOV (including EWOV's telephone number), concessions, government assistance programs and our customer support policy.
- (ix) the date from which interest (if any) may be applied on outstanding amounts, and the percentage interest rate that may be applied.
- (x) a statement that the 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);
- (xi) details of how to contact us; and
- (xii) information about the applicable fees to remove a restrictor.

#### **15.4 Communication requirements**

- a) We will use reasonable endeavours to contact you – over a period of 90 calendar days from the due date on your bill - to offer payment assistance, before we seek to restrict water supply or take legal action due to non-payment.
- b) These endeavours will include at least:
  - (i) one attempt of personal contact using one of the following methods:
    - a) phone call inside business hours.
    - b) phone call outside business hours; or
    - c) site visit to the service address; and
  - (ii) unless any attempt results in a complete conversation, at least three additional attempts to contact you, using two or more additional methods, including but not limited to the following types:
    - a) phone call inside business hours.

- b) phone call outside business hours.
  - c) site visit to your property address.
  - d) regular mail.
  - e) registered mail.
  - f) email.
  - g) SMS; and
  - h) sending a final notice.
- c) At least one of the attempts above will be made after the final notice is sent.
- d) We will maintain records of:
- (i) the time and date of our attempted contacts.
  - (ii) the type of contact we attempted.
  - (iii) which of our staff attempted the contacts; and
  - (iv) whether our attempts at contacting you were successful and if so a short summary of the discussions with you including verification that we provided you with information on payment assistance and any commitments we gave you.

### **15.5 Interest on unrecovered amounts**

- a) We may charge interest on any unpaid amount if:
- (i) we fix and give notice (of at least 10 business days) of the due date of payment (Due Date).
  - (ii) the notification referred to in paragraph (i) indicated that interest will accrue from the Due Date; and
  - (i) any part of the amount payable by you is not paid by the Due Date.
- b) We will not charge a residential customer interest on unrecovered amounts while you:
- (i) are the holder of an eligible concession card.
  - (ii) are on a payment plan; or
  - (iii) are receiving assistance under our customer support policy.
- c) If any event in clause 15.5(b) no longer applies to a residential customer, we may charge that residential customer interest on unrecovered amounts on and from the date that the event in clause 15.5(b) ceased to apply to that customer. Interest applied in accordance with this clause cannot be applied retrospectively.

### **15.6 Maximum rate of interest that may be charged**

- a) The maximum rate of interest that may be charged on unrecovered amounts is an annual rate set by the Commission each May based on the 10-year Australian

Commonwealth Government Bond Rate plus a margin to be determined by the Commission; and

- b) Interest starts accruing on the day the amount is due and ends on the date all unrecovered amounts of the debt are paid in full, both days inclusive.

### **15.7 Charges over property**

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

- a) if you are the owner of a property and you receive services from us in relation to that property, any amount unpaid to us is a charge on the property. This means that if you are the property owner, we are able to recover any outstanding amounts at the time of any sale of your property; and
- b) where you are liable to pay us an amount in relation to a property owned by you, that amount is a charge on that property.

### **15.8 Dishonoured payment**

- a) We may recover from you an amount charged by our financial institution due to a cheque or direct debit payment being dishonoured.
- b) We will not charge you for the costs of dishonoured payment fees if you hold an eligible concession card or are receiving assistance under our customer support policy.

## **16. Actions for non-payment**

### **16.1 Restriction and legal action as a measure of last resort**

As a measure of last resort, we may undertake actions due to non-payment, including:

- a) restriction of your water supply. A restriction will reduce the supply of water to no less than 2 litres per minute at the tap nearest the meter: or
- b) legal action against you.

### **16.2 Limits on restriction and legal action**

We will not commence legal action or take steps to restrict your service due to non-payment if:

- a) the amount owed by you is less than \$300.
- b) you are receiving assistance under our customer support policy.
- c) 15 business days have not elapsed since the issue of the Final Notice.
- d) you have lodged an application for an eligible concession card and the application is outstanding; or

- e) you have applied for the Utility Relief Grant Scheme and the application is outstanding; or
- f) you are a tenant and:
  - (i) the amount unpaid is owed by the landlord; or
  - (ii) you have a claim against the landlord in respect of a water bill pending at the Victorian Civil and Administrative Tribunal; or
- g) 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 the *Water Act 1989* and *the Water Industry Act 1994 (Vic)* to pursue a debt owed to us by you if you are no longer a customer.

### **16.3 Additional limits on restriction**

We will not take steps to restrict your service due to non-payment if:

- a) it is a Friday, public holiday, weekend, day before a public holiday, or after 3pm; or
- b) you are registered as a special needs customer; or
- c) we believe that the restriction will cause a health hazard having taken into consideration your 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.

### **16.4 Life support and other special circumstances**

- a) We will not restrict your water supply to your property, if we are aware that you or a person ordinarily resident at your residence, is on any form of life support.
- b) We will have policies and procedures in place to enable us to take proactive steps to identify you.

### **16.5 Restriction and legal action**

We may only take legal action or restrict your water or recycled water services for non-payment where the following conditions are met:

- a) we have completed the communication requirements outlined at 15.4.
- b) you have been notified of the proposed restriction or legal action in accordance with clauses 15.2 and 15.3 and the associated costs, including the cost of removing a restrictor; and
- c) you have been offered a flexible payment plan under clause 7.2 and you have refused or failed to respond; or agreed to a flexible payment plan and have failed to comply with the arrangement.



## 16.6 Removal of restrictions

We will restore a restricted service or services within 24-hours of becoming aware that the reason for the restriction no longer exists.

## 17. Quality of services

### 17.1 Product quality

In addition to complying with the requirements of health and environmental regulation, we will provide services in accordance with service standards set out in our Water Plan approved by the Commission.

If you are supplied with water under a separate agreement, we will provide a water supply in accordance with the terms and conditions set out in that agreement. Refer to Part D for details.

### 17.2 Water supply (pressure or flow rate)

We will ensure that your drinking water, non-drinking water and recycled water supplies are at least equal to the minimum pressure or flow rates available in Schedule 1 of this charter, except to the extent that:

- a) your infrastructure falls short of the required condition;
- b) the service is provided via a private extension or a separate written agreement;
- c) there is a drought or an emergency beyond our control including sabotage, fire, flood, power shortage, extreme rain event, industrial action.
- d) there is a water shortage due to peak summer demand.
- e) there is an unplanned or planned interruption.
- f) there is a reduction to the non-drinking water or recycled water supplied due to shortage or in accordance with our permitted use rules.
- g) supply is restricted or disconnected in accordance with this charter; or
- h) the *Water Act 1989* and the *Water Industry Act 1994 (Vic)* allows.

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

### 17.3 Water supply testing

At your request, we will test pressure or flow rate and water quality for compliance with required standards. We will:

- a) advise you prior to the test that a reasonable charge may be imposed if the test demonstrates compliance with pressure or flow rates of water quality standards;
- b) pay the cost of a test if it demonstrates that we are not in compliance with pressure or flow rates of water quality standards;

- c) meter accuracy, for compliance with the *Utility Meters (Metrological Controls) Act 2002* and the *National Measurement Regulation 1999 (Cwth)*;

This clause does not apply if you are supplied with water under a separate written agreement.

#### **17.4 Water supply rectification**

We will rectify any deficiency in satisfying clauses 17.1 to 17.3 as soon as possible, or within a time agreed with you.

### **18. Reliability of Services**

Clause 18 does not apply to customers provided with water under a separate written agreement. Refer to your agreement or Part D of this charter.

#### **18.1 Obligation to provide reliable services**

Subject to our Statement of Obligations, we will develop and implement plans, systems and processes to manage our assets to provide reliable services.

#### **18.2 Service standards**

Service standards are specified service levels a typical customer can expect to receive from us.

We have specific targets that we are required to meet in regard to your water and sewerage standards.

The service standards are available in Schedule 1 of this charter.

#### **18.3 Unplanned interruptions**

We have policies, practices and procedures:

- a) to minimise the impact of unplanned interruptions to services on you (including restoration of service and the provision of information, as soon as possible); and
- b) to provide you with access to emergency supplies of drinking water in the event of an unplanned interruption to water services.

#### **18.4 Planned interruptions**

- a) We will inform you by your preferred method of communication, including where possible SMS, of the time and length of any planned interruption to services at least two (2) working days in advance.

- b) We have policies, practices and procedures in relation to providing you with access to emergency supplies of drinking water in the event of a planned interruption to drinking water or recycled water services

### **18.5 Bursts, leaks, blockages and spills**

In the event of a burst, leak or blockage in our drinking water, non-drinking water, recycled water supplies, or sewerage systems, we will:

- a) upon notification, promptly attend the site
- b) take action to rectify the situation taking into account the potential or actual impact on:
  - (i) you
  - (ii) others affected by the failure
  - (iii) property; and
  - (iv) 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 your property, damage and inconvenience to you and others affected is minimised; and
- e) ensure that a sewage spill is promptly cleaned up and the affected area is disinfected.

### **19. Reconnection**

We will promptly reconnect your property if it has been disconnected upon:

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

### **20. Guaranteed Service Levels**

- a) We will implement a Commission-approved guaranteed service level scheme, where we pay (or rebate) a pre-determined amount if you are affected by a breach of our service level obligations.
- b) Any payment (or rebate) available to you under the guaranteed service level scheme must be:
  - (i) applied automatically in the event your entitlement to the rebate arises; and
  - (ii) applied as soon as possible after your entitlement to the rebate arises.
- c) Our guaranteed service level scheme includes the following:
  - (i) not restricting the water supply of, or taking legal action against you prior to taking reasonable endeavours (as defined by clause 15.4) to contact you and

provide information about help that is available if you are experiencing difficulties paying; and

- (ii) if we do not meet this service level obligation, we will make a minimum payment of \$300 to you.
- d) We are not required to make a payment where the failure to attain the service level obligation arises because of the action or inaction of you or a third party. A third party does not include any person or firm acting on our behalf.
- e) Guaranteed service level schemes approved by the Commission and additional information on rebates available are set out in Schedule 4 and are updated from time to time.

## 21. Works and maintenance

### 21.1 Worker identification

- a) Our representative(s) will not enter your property without appropriate identification.
- b) Any representative(s) entering a property except for the purpose of reading an accessible meter, will either:
  - (i) notify anybody present of the purpose for entry; or
  - (ii) if nobody is present, leave a notice stating their identity, and the date, time and purpose of entry.

### 21.2 Keys held by Barwon Water

If we hold keys to your premises, the keys will be held in safe custody and returned to you upon notification of you leaving the relevant property or if access is no longer required.

### 21.3 Maintenance obligations

Subject to the *Water Act 1989* and the *Water Industry Act 1994*, we will implement programs to maintain our systems and infrastructure in accordance with approved service standards.

As our customer, you also have obligations in relation to maintaining your systems and infrastructure. A detailed list of our respective obligations are available in Schedule 3.

This clause does not apply to customers provided with water under a separate written agreement.

# PART D - Water supply by agreement

## terms and conditions

Under the authority of and subject to the provisions of the *Water Act 1989* and our relevant by-laws, we may enter into an agreement with you, the customer, for the supply of water to your property.

### 1. Supply

Subject to you satisfying any prerequisites we advise you of, we shall supply water to your property by providing a point of connection located as specified by us.

### 2. Entitlement to supply

- a) All your rights for the supply of water on these terms and conditions are personal. No right or entitlement to a supply of water runs with the property.
- b) We will not be obliged to continue a supply of water to the property if you cease to own the property.
- c) If you cease to be the owner or occupier (as the case may be) of the whole of the property, you must give us notification in writing of the change not later than two days prior to the intended change.
- d) You shall advise any prospective future owners or occupiers of the property or part of the property:
  - (i) that the supply of water is by agreement with us, and that the agreement does not run with the property. A new owner will need to deal with us in relation to continuing supply of water to the property;
  - (ii) if water is supplied through any private reticulation water system owned by a third party, that the potential owner or occupier will need to deal with the owner/s of that system in relation to its continued use to supply water to the property.

### 3. Purpose of supply

- a) We will specify the purposes the water taken by you can be used for.
- b) We do not undertake to supply water of a specific quality or quantity or to provide any guarantee of pressure or continuity of supply. If we become aware that the quality of supply is unsatisfactory for any of the purposes specified by us, we may suspend or terminate the supply of water.
- c) Water quality beyond the meter is your responsibility. You are responsible for the management and supply of safe drinking water within your system to ensure that drinking water quality is maintained and does not deteriorate from:

- (i) the effects of infrastructure age and makeup (pipeline material, corrosion, etc.
  - (ii) ingress of contaminants at tanks or from backflow from end-use points, main breaks, etc.
  - (iii) reduction of residual disinfectant (or changes in water quality) from excessive water age or stagnation in the network
  - (iv) inappropriate maintenance, repair or construction works and practices.
- d) The Department of Health provides a number of resources that can be used to ensure that you carry out these responsibilities effectively. These resources have been written for private drinking water supplies, but the information contained is equally applicable to maintaining water quality beyond the meter for water supply by agreement. <https://www.health.vic.gov.au/water/private-drinking-water>
- e) You should also be aware that water provided to workplaces must meet the requirements for worker safety, in terms of access to drinking water for kitchen facilities and the availability of toileting facilities.
- f) Where water is provided to or used in food preparation facilities, this water must meet the requirements of the *Food Act (Vic)* and *Food Standards Australian and New Zealand (FSANZ)*.
- g) If there are any accommodation facilities on site, then there is also a requirement to provide potable water under the *Public Health and Wellbeing Act and Regulations*.

#### 4. Prohibition on on-supply

- a) You are prohibited from selling or on-supplying water to other users.
- b) Without our written consent, you shall not extend, or permit any other person to extend, any private water reticulation system connected to the point of water supply, to facilitate provision of a supply of water to other property.

#### 5. Temporary nature of supply

- a) The provision of water on these terms and conditions is a temporary means of supply, with us having no obligation to either continue to provide supply or move to the provision of an alternate supply, whether temporary or otherwise.
- b) The provision of water supplied on these terms and conditions shall not be relied on by you as grounds of objection to the provision of a permanent supply of water to the property as a serviced property under the *Water Act 1989*.
- c) If the property becomes a serviced property within the meaning of the *Water Act 1989*, then you shall, if and when required by us, cause the private works to be disconnected at the point of supply. We may require you to contribute to the cost of the water supply system which will be made available for connection as a consequence of the property becoming a declared serviced property.

## 6. Meter

- a) We will provide a meter appropriate for registering the quantity of water supplied to the property. We retain ownership of the meter.
- b) You will not, or cause or permit any other person to, bypass or interfere with our water meter recording the volume of water delivered and acknowledge that to do so constitutes an offence under the Water Act 1989.
- c) Should the water meter fail to register or, in the opinion of the General Manager Customers and Community or his/her nominee or such other Barwon Water officer of having responsibility for this function ('Authorised Officer'), register incorrectly during any period, then by inspection of previous records or in such other way as he/she thinks fit, he/she may estimate the quantity of water supplied during such period and you will be deemed to have been supplied with the quantity so estimated and shall pay for such quantity at the rate and in the manner hereinafter provided. Any dispute will be finally determined by us and our Authorised Officer.
- d) Where water supplied on these terms and conditions is supplied to you through a private water reticulation system that supplies water to other customers, and the volume of water recorded by the meter placed to record all the water passing through the private water reticulation system is more than the total volume of water recorded by all meters placed to record the water passing from the private water reticulation system to each customer connected to the private water reticulation system, then you shall:
  - (i) in the event that our Authorised Officer (in his/her sole discretion), but acting reasonably, cannot determine a more equitable apportionment of the cost of that volume of water (being the difference in volumes recorded), pay in equal shares with all other customers taking water through the private reticulation system, the cost of the water comprising that difference, or
  - (ii) where we make an unequal apportionment of the cost of the water, pay to us the sum so determined.

## 7. Fees and charges

- a) You must pay our charges for the supply of water, which will be as advised to you from time to time.
- b) In the event that our charges for the supply of water or other moneys due to us are unpaid for a period greater than 30 days, we may, in addition to recovering the amounts due in a court of law, discontinue the supply pursuant to Part D, paragraph 11 of this Charter.

## **8. Your works**

- a) You must install, maintain, alter or repair any private water reticulation system connecting to the point of water supply provided by us, in accordance with our reasonable requirements and all relevant Acts, Regulations and by-laws.
- b) You must provide on-site storage for water to cater for circumstances of interruptions to or restriction of the supply of water.

## **9. Interruptions to supply**

Our main or other works from which the property is to be supplied may be shut-off with or without notice for maintenance, repair or operational reasons. We will, when reasonably possibly, notify you when there is or may be interruption to supply for such purposes.

## **10. Variations to supply**

We may at any time replace, alter or abandon the water reticulation system serving the point of connection to the property. If we consider it appropriate to continue to supply water to you, you will bear the cost of any works which are necessary to maintain supply or provide an alternative means of supply.

## **11. Termination of supply**

- a) We may at any time elect, in our sole discretion, to stop the supply of water to the property. We will not give less than 30 days' written notice to you of our intention to stop supply, unless for good reason beyond our control, the supply cannot reasonably be maintained during that period, in which event we may give such lesser period of written notice as is reasonably appropriate in the circumstances.
- b) In the event that we discontinue the supply of water, you shall, in accordance with all relevant Acts, Regulations and by-laws, discontinue your private reticulation works at the point of supply. In the event that you do not cause the disconnection to occur, we may cause such work to be done and the cost of doing so will be recoverable from you as a debt due to us.

## **12. Variations to terms and conditions**

We may amend, vary, add to, or replace any of these terms and conditions of supply by giving you not less than 30 days' written notice of the proposed changes.

## **13. Application of by-laws**

Any matters relating to the supply, use of and charges for water provided under this agreement not specifically provided for in these terms and conditions of supply shall be in accordance with the provisions of our by-laws made from time to time for the regulating of supply and use of water within the area under our jurisdiction.

## **14. General**

No service pipe shall be extended to serve more than one property, or cross title boundaries, without our consent.



## Part E - Definitions

Term	Description
accessible stop valve	a stop valve that is placed above ground or is placed below ground within a stop valve cover approved by us
Acceptance criteria	the criteria applied by us to determine whether trade waste may be accepted into the sewerage system
Approved acceptance criteria	acceptance criteria which have been approved by the Commission in accordance with clauses 6.1(c) or 6.4 of the <i>Water Industry Standard - Trade Waste Customer Service</i>
Approved service standard	means standards and conditions of service and supply approved by the Commission under clause 15 of the Water Industry Regulatory Order
Barwon Water	Barwon Region Water Corporation (ABN 86 348316 514)
Billing period	any period for which your bill is calculated
Business day	a day that is not: A Saturday or Sunday; or a public holiday appointed under the Public Holidays Act 1993 (Vic)
Commission	Essential Services Commission established under the ESC Act 2001
Complaint	a written or verbal expression of dissatisfaction about an action, proposed action or failure to act by us, our employees or contractors, requiring a resolution (as per AS/NZS 10002:2022)
Customer	a person who is: <ul style="list-style-type: none"> <li>(i) an owner and occupier of a property connected to our system.</li> <li>(ii) an owner and occupier of a property connected to our system by separate written agreement.</li> <li>(iii) an owner of a property which is connected to our system but is not an occupier.</li> <li>(iv) an owner of a property which is connected to our system by separate written agreement but is not an occupier.</li> <li>(v) an occupier of a property that is connected to our system and is liable for usage charges.</li> <li>(vi) an occupier of a property that is connected to our system by separate written agreement and is liable for usage charges.</li> <li>(vii) an occupier of a property that is connected to our sewerage system and is liable for usage charges.</li> <li>(viii) an authorised representative of the owner or occupier of a property connected to our sewerage system.</li> <li>(ix) an owner of a property that is not connected but to which a service is available from us and to whom we impose a service charge.</li> </ul>

Customer Service Standard	the Standard issued by the Essential Services Commission under Section 4F of the Water Industry Act 1994
Digital format	digital communication method that is provided by us for the purpose of the sending of bills and other service-related communications with the agreement of the customer
Disconnect	to physically prevent the flow of drinking water, non-drinking water, recycled water or sewage
Drinking water	water that is intended for human consumption or for purposes connected with human consumption, such as the preparation of food or the making of ice for consumption or for the preservation of unpackaged food, whether or not the water is used for other purposes (as per <i>Safe Drinking Water Act 2003</i> )
e-bill	An electronically delivered invoice that meets the requirements of clause 6.5 of this industry standard
electronic address	an email or website address supplied by you to us for the purpose of receiving bills and other service-related communications
Eligible concession card	a Commonwealth Government-issued Pensioner Concession Card or Health Care Card or a Department of Veterans' Affairs Repatriation Health Card (Gold Card)
enquiry	a written or verbal approach by a customer which can be satisfied by the provision of written or verbal information, advice, assistance, clarification, explanation or referral about a matter
Enquiry facility	a telephone contact centre and may also include an on-line information facility.
Environmental regulation	includes applicable requirements of the Environment Protection Authority and (insofar as they relate to planning and environment matters) of local councils
External dispute resolution forum	includes Consumer Affairs Victoria and the Victorian Civil and Administrative Tribunal
Family violence	As defined in the Family Violence Protection Act 2008 (Vic).
Financial year	year ending 30 June
Flexible payment plan	a plan agreed between Barwon Water and a customer in relation to amounts owed to us, which complies with the requirements of clause 7.2
Guaranteed Service Level rebate	any form of payment or compensation made to you by us due to a breach of our stated obligations under a guaranteed service level scheme, approved by the Commission. (GSL's do not apply to customers connected to water under a separate written agreement or to trade waste customers.)
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 Health
Meter assembly	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	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'
Non-residential property	a property where drinking water supplied by us is used for any purpose other than domestic and stock use

occupier	a person in occupation of a property to which a service is available, including: (i) a tenant or caravan park resident registered as such with us; or (ii) the property owner; or under a separate written agreement
Permitted use rules	our requirements under clause 12.3
Planned interruption	an interruption for which we have provided the required notification to the customer of at least two business days in advance
Price determination	the Barwon Water Determination made by the Commission under section 33 of the Essential Services Commission Act 2001 and clause 8 of the Water Industry Regulatory Order 2014
	your infrastructure connecting one or more customers to a system under a separate written agreement
Property owner's infrastructure	your pipes, backflow prevention devices and other equipment belonging to you connected to our systems
Reasonable charge	a fee or charge that is approved or specified by the Commission in accordance with clause 10 and 11 of the Water Industry Regulatory Order
Recycled water	wastewater that has been treated and disinfected to a safe standard for reuse
Regional water business	a regional urban water authority constituted under the Water Act 1989 or its successor
Restriction	the installation of a device that will limit the flow of water to your property to no less than 2 litres per minute, for non-payment of a bill
Sanitary drain	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	a reliable method of water meter reading selected and undertaken by a customer for their property that is approved by us
Service	a water supply service including a reticulated drinking water, non-drinking water or recycled water supply service, or a trade waste or sewerage service
Sewage	any human excreta or domestic waterborne waste, whether untreated or partially treated, but does not include trade waste
Small business customer	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
Statement of Obligations	our obligations issued by the Minister for Water under section 41 of the Water Industry Act 1994 (Vic), in relation to the performance of our functions and the exercise of our powers
System	our physical infrastructure for providing a drinking water, non-drinking water or recycled water supply or a trade waste or sewerage service
Trade waste	As defined by Water Act 1989 (Vic) and Water Industry Act 1994 (Vic).
Trade waste agreement	written permission, consent, permit or other process to accept Trade Waste discharge
Trade Waste Management Policy	refers to the Trade Waste Management Policy published by Barwon Water and amended from time to time (available on Barwon Water's website)
TTY Service	A facility to enable a deaf or hearing-impaired person to communicate by telephone through the use of a telephone typewriter

Unplanned interruption	an interruption to services to you caused by a fault in our systems or a fault which is our maintenance responsibility where, due to the unforeseen nature of the fault, it is not practicable to give the period of notice to you required for a planned interruption
usage only payment plan	a payment plan where the customer only pays for usage charges over a period agreed by both Barwon Water and the customer and that suspends or waives the other charges during and/or before that period
Utility Relief Grant Scheme	the grant by that name administered by the Department of Families, Fairness and Housing (or any successor).
Water business	a metropolitan water corporation or regional water corporation
Water Act 1989	relevant requirements contained in or made under the Water Act 1989
Water law	the relevant requirements contained in or made under the Water Industry Act 1994 or our by-laws

<b>Acronym</b>	<b>Definition</b>
ESC	Essential Services Commission
EWOV	Energy and Water Ombudsman (Victoria)
VCAT	Victorian Civil and Administrative Tribunal
GSL	Guaranteed service level
URGS	Utility Relief Grant Scheme

# Schedule 1 – Service standards and targets

2023-24 to 2027-28 Regulatory Period Targets	
Water	
Maximum number of unplanned water supply interruptions a customer may experience in any 12-month period	5
Average time taken to attend bursts and leaks (priority 1) (minutes)	27
Average time taken to attend bursts and leaks (priority 2) (minutes)	43
Average time taken to attend bursts and leaks (priority 3) (minutes)	226
Average duration of unplanned water supply interruptions (minutes)	125
Average duration of planned water supply interruptions (minutes)	165
Sewerage	
Maximum number of sewer blockages a customer may experience in any 12-month period	3
Average time to attend sewer spills and blockages (minutes)	53
Average time to rectify a sewer blockage (minutes)	150
Maximum time taken to contain a sewer spill (minutes)	300

Minimum flow rates					
Pipe size	20mm	25mm	32mm	40mm	50mm
Flow rate (litres per minute)	20	35	60	90	160

## Schedule 2 – Permanent Water Saving Rules

Use	Permanent water saving rules
<b>Hand-held hose</b>	Water from a hand-held hose must not be used for any purpose (whether or not the use is subject to a permanent water saving rule) at any time unless the hose: <ul style="list-style-type: none"> <li>• is fitted with a trigger nozzle; and</li> <li>• is leak-free.</li> </ul>
<b>Residential or commercial gardens and lawns</b>	A residential or commercial garden or lawn area cannot be watered except: <ul style="list-style-type: none"> <li>• with a hand-held hose, bucket or watering can at any time; or</li> <li>• by means of a watering system between the hours of 6 pm and 10 am on any day.</li> </ul>
<b>Public gardens and lawns and playing surfaces</b>	A public garden, lawn area or a playing surface cannot be watered except: <ul style="list-style-type: none"> <li>• with a hand-held hose, bucket or watering can at any time; or</li> <li>• by means of a watering system fitted with a rain or soil moisture sensor between the hours of 6 pm and 10 am on any day; or</li> <li>• in accordance with an approved Water Use Plan.</li> </ul>
<b>Fountains and water features</b>	Water cannot be used in a fountain or a water feature unless the fountain or water feature recirculates the water.
<b>Cleaning of hard surfaces</b>	Water cannot be used to clean hard surfaces (including driveways, paths, concrete, tiles, timber decking) except: <ul style="list-style-type: none"> <li>• where cleaning is required as a result of an accident, fire, health hazard, safety hazard or other emergency; or</li> <li>• if staining to the surface has developed and then only once a season; or</li> <li>• in the course of construction or renovation, and then only by means of:               <ul style="list-style-type: none"> <li>• a high-pressure water cleaning device; or</li> <li>• if such a device is not available, a hand-held hose or a bucket.</li> </ul> </li> </ul>

Penalties for contravening restrictions in PWSRs

Permanent water saving rules are enforced under the Water Act 1989. Penalties apply for breaches. A full copy of our Permanent Water Saving Plan is available on our website <https://www.barwonwater.vic.gov.au/water-and-waste/permanent-water-saving-rules>

# Schedule 3 – Maintenance obligations

## 1. Water Service Pipes

- a) We will maintain the water service pipe from our water main up to:
- (i) the first water meter installed after the water main; or
  - (ii) the property boundary if the first water meter is more than two metres inside the property boundary or there is no accessible stop valve: or
  - (iii) the first accessible stop valve where the first water meter or part of the water service pipe is within or beneath the walls of a structure built on the serviced property or where there is no water meter. An 'accessible stop valve' means a stop valve that is placed above ground or is placed below ground within a stop valve cover approved by us.
- b) You are responsible for:
- (i) the maintenance of parts of the water service pipe that we are not responsible for maintaining under items (a) to (c) above.
  - (ii) the maintenance of back flow prevention devices.
  - (iii) the maintenance of fire services.
  - (iv) the maintenance of private extensions or trunk services, or water service pipes from private extensions; and
  - (v) the installation, maintenance, repair and replacement of any meter pit, pit lid or meter cage.
- c) If you are supplied with a water supply under a separate written agreement, you are responsible for:
- (i) the maintenance (including replacement) of a backflow prevention device installed at the outlet of the meter.
  - (ii) the maintenance (including replacement) of a private fire service.
  - (iii) the maintenance (including replacement) of any private extension or trunk service or property service pipes from private extensions.

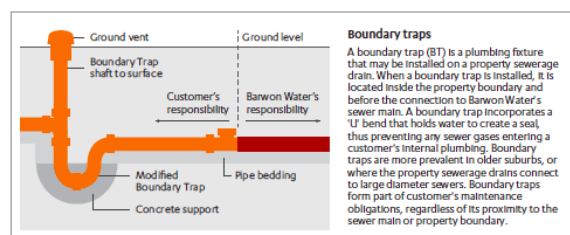
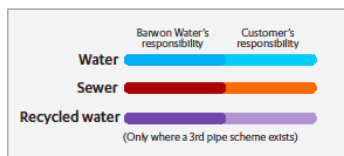
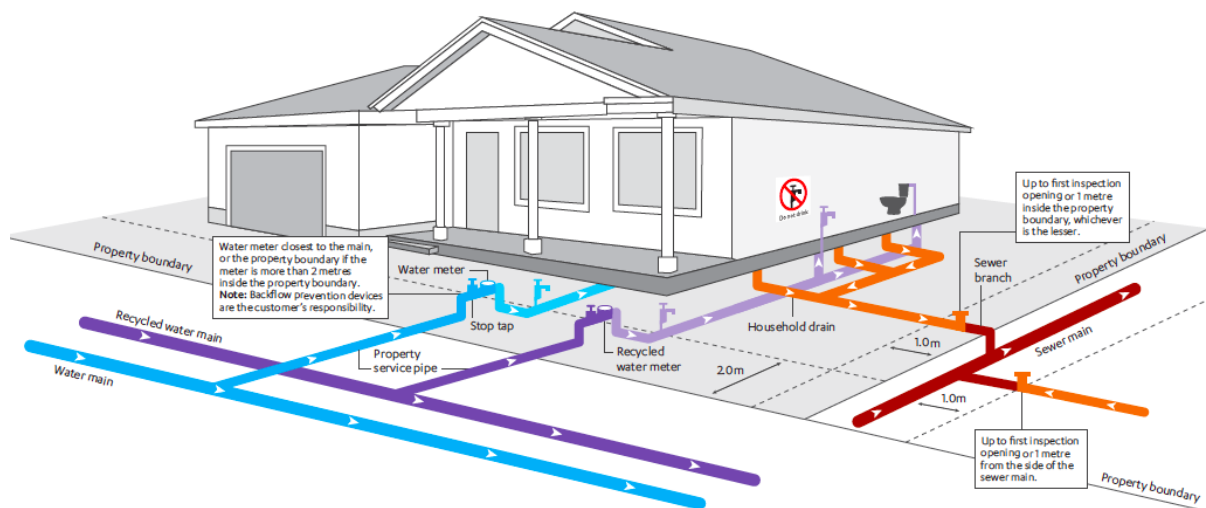
## 2. Sewer Connection Drains

- a) If the sewer main is located *inside* the property boundary, we will maintain the sewer connection drain from our sewer main up to:
- (i) the first inspection opening installed after the sewer main; or

- (ii) one metre from the sewer main if the first inspection opening is located more than one meter from the sewer main: or
  - (iii) one metre from the sewer main if there is no inspection opening.
- b) If the sewer main is located *outside* the property boundary, we will maintain the sewer connection drain from our sewer main up to:
  - (i) the first inspection opening installed inside the property boundary; or
  - (ii) one metre inside the property boundary if the first inspection opening is located more than one metre inside the property boundary: or
  - (iii) one metre inside the property boundary if there is no inspection opening located within the property boundary: or
  - (iv) one metre from a structure where an inspection opening is not installed inside the property due to the close proximity of the structure to the property boundary.
- c) You are responsible for:
  - (i) parts of the sewer connection drain that we are not responsible for maintaining under items (a) to (d) above.
  - (ii) combined sewer connection drains located on another serviced property; or
  - (iii) sewer connection drains from private extensions.

If you experience any problems with your water or sewer services, please call our Contact Centre 1300 656 007.





### 3. Pressure Sewerage Systems

a) If your property is serviced by a pressure sewerage system owned by us, we are responsible for:

(i) maintaining the pump unit and all works from the unit to our sewer.

b) You are responsible for:

(ii) maintaining all sewerage works on your property beyond the pump unit

(iii) maintaining the power supply, the independent circuit-breaker and the power cable to the pump unit control panel on your property; and

(iv) paying electricity charges for operating the pump unit.

The relevant conditions of connection are set out in the Occupier's Manual that is issued to all residents and is also available on our website. <https://www.barwonwater.vic.gov.au/water-and-waste/sewage/pressure-sewer-systems>

# Schedule 4 – Service rebates and guarantees

## 1. Water supply reliability guarantee

- a) If there are more than 5 unplanned interruptions to the services supplying water to your property in any 12-month period, your account will be credited \$84 as soon as possible.

## 2. Sewerage service reliability guarantee

- a) On notification from you of an unplanned interruption to the sewerage service at your property, we will attend and reinstate the service.
- b) Subject to the exclusions listed below, if there are more than 3 unplanned interruptions to the sewerage service to your property from our system in any 12-month period, your account will be credited \$94 as soon as possible.
- c) Subject to the exclusions listed below, if there are more than 2 sewer spills from our system on to your property in any 12-month period, your account will be credited with \$722 as soon as possible.

## 3. Hardship related guarantee

- a) If we restrict your water supply or take legal action against you prior to making reasonable efforts to contact you; and
- b) provide information about help that is available if you are experiencing difficulties paying your bill, your account will be credited with \$432 as soon as possible.

## 4. Sewer Spill Guarantee

- a) In the event that you experience a sewer spill inside your property, we will attend and support you with the reinstatement.
- b) Subject to the exclusions listed below, if the sewer spill is caused by a fault or failure within Barwon Water's sewerage system, in recognition of the inconvenience of this occurrence, Barwon Water will credit your account with \$1,000 as soon as possible.
- c) If you experience a "blowback" event, where sewage bubbles up or escapes from your toilet, we will attend and support you with the reinstatement but these events are not eligible for this payment.
- d) Where a property is occupied by a tenant and the tenant is a customer, only the tenant's account will be credited for the failure of our sewer system.

## 5. Exclusions for guaranteed service level guarantee

- a) We will not make a credit to your account for failure to meet a guaranteed service level if an event is caused by, or is the responsibility of, you or a third party.

- b) Where a property is occupied by a tenant and the tenant is a customer, only the tenant's account will be credited for our failure to meet a guaranteed service level.
- c) If you are supplied with water by a separate written agreement, this clause does not apply. Please refer to the conditions of your agreement and more information is available in Part E of our full customer charter.

## **6. Sewer Spill Investigation Program**

- a) We will investigate any sewer incident that affects your property and, where there has been a failure of our sewer system, we will place an ex-gratia sewer incident credit on your account totaling 50% of the annual residential sewer service charge.
- b) We will not make a credit to your account if our investigation reveals that an event is caused by, or is the responsibility of, you or a third party.
- c) Where a property is occupied by a tenant and the tenant is a customer, only the tenant's account will be credited for the failure of our sewer system.