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SPECIAL

Water Industry Act 1994

ORDER VARYING THE WATER AND SEWERAGE LICENCE ISSUED TO CITY WEST WATER LTD

RECITALS

- A. The Governor in Council issued a water and sewerage licence ('the licence') to City West Water Ltd, A.C.N. 066 902 467, on 22 December 1994.
- B. Section 14(1)(a) of the **Water Industry Act 1994** provides that a licence or the licence conditions may be varied in accordance with the procedures specified in the licence conditions. Clause 20 of the licence enables the Governor in Council, by Order, to vary the licence following consultation between the Minister, the licensee and the Office of the Regulator-General.
- C. Consultation has occurred between the Minister, the licensee and the Office of the Regulator-General.

NOW THEREFORE, the Governor in Council, acting under clause 20 of the licence, **VARIES THE LICENCE AS FOLLOWS -**

1. Term of Licence

In Part A of the licence, for the term of the licence **substitute** -
'This licence operates from 1 January 1995 to 30 June 2001.'

2. Collection of Parks Rates

2.1 In the heading to clause 6 of the licence, for 'Collection of Melbourne Parks and Waterways Rates' **substitute** 'Collection of Parks Rates'.

2.2 For sub-clauses 6.1, 6.2 and 6.3 of the licence **substitute** -

- '6.1 Until 30 June 2000 the licensee must undertake on behalf of the Rating Authority either -
- the billing and collection of all rates, charges and credit management, rate certificates and handling customer enquiries, for a fee per rateable property; or
 - if the Rating Authority determines that Parks Victoria will conduct its own handling of customer enquiries, the licensee must undertake the billing and collection of all rates and charges, credit management and rate certificates at a reduced fee per rateable property.

6.2 In this clause, 'Rating Authority' has the same meaning as in section 3(1) of the Act.

6.3 Subject to sub-clause 6.3AB, the fees payable under sub-clause 6.1 are the fees payable immediately prior to 1 July 1999 adjusted in accordance with the following formula:

$$F = A \times B/C$$

Where: F means the fee payable on or after 1 July 1999;

A means the fee payable before 1 July 1999;

B means the CPI at 1 July 1999; and

C means the CPI at 1 July 1998.'

2.3 **Omit** sub-clause 6.3AA of the licence.

2.4 In sub-clause 6.3AB, for 'Melbourne Parks and Waterways' **substitute** 'the Rating Authority'.

2.5 In sub-clause 6.3A, for 'the purposes of the formula in sub-clauses 6.3 and 6.3AA.' **substitute** 'the purposes of the formula in sub-clause 6.3.'

2.6 For sub-clause 6.4 **substitute** -

‘6.4 The Rating Authority will provide 6 months notice to the licensee of any change in responsibility for handling of customer enquiries.’.

3. Implied customer contract3.1 For sub-clause 7.1 of the licence **substitute** -

‘7.1 The implied customer contract for the purposes of section 19 of the Act is in Schedule 1, as varied in accordance with sub-clause 7.4.’.

3.2 For sub-clause 7.4 of the licence **substitute** -

‘7.4 The Office may, by notice in writing sent to the licensee, approve the proposed revisions submitted to it and upon the giving of that notice Schedule 1 is varied accordingly.’.

4. Compliance Audits4.1 For clause 8A of the licence **substitute** -**‘Compliance Audits**

8A.1 The licensee when requested by the Office, must cause an audit to be undertaken of -

- a) the licensee’s compliance with its obligations under this licence, including obligations to comply with the implied customer contract and any guidelines issued by the Office; and
- b) the reliability and quality of information reported by the licensee to the Office, and the consistency of that information with the Office’s specification.

8A.2 The appointment of an auditor by the licensee must be approved by the Office, subject to any terms and conditions specified by the Office.

8A.3 The scope of the audit is to be approved by the Office and must meet any minimum audit requirements specified by the Office. Before giving its approval to the scope and specifying its audit requirements, the Office must consult with the Minister and include any asset management requirements sought by the Minister.

8A.4 The audits must be conducted, and the results reported to the Office, in accordance with the Office’s Framework for Approving, Conducting & Reporting of Audits.

8A.5 The licensee must also provide a copy of the report of the results of the audit of its asset management obligations to the Minister.’.

5. Asset Management5.1 After clause 8C of the licence **insert** -**‘8D Asset Management**

8D.1 The licensee must have in place asset management systems, processes and plans which enable the licensee to effectively and efficiently -

- a) achieve the licensee’s performance requirements including requirements specified in legislation, this licence and the implied customer contract;
- b) cater for growth;
- c) manage the risks of potential failure or reduced performance of assets; and
- d) respond to potential emergencies.

8D.2 The licensee must have in place asset management systems, processes and plans covering the whole of life of assets, and more particularly which cover -

- a) conception and planning;
- b) acquisition and creation;
- c) operations and performance monitoring;
- d) maintenance and repairs;
- e) replacement, refurbishment or rehabilitation; and
- f) decommissioning and disposal.

8D.3 The licensee must have in place asset management systems, processes and plans which have been developed in accordance with quality management principles, and more particularly which -

- a) assess and record the nature, location, condition, predicted deterioration, current performance, performance capability and risk position of the licensee's assets;
- b) assign clear roles, responsibilities and accountabilities;
- c) embrace innovation and continuous improvement;
- d) utilise management tools such as strategic planning, emergency planning and risk assessment;
- e) utilise appropriate procurement practices;
- f) ensure staff and contractors have appropriate competencies;
- g) ensure performance requirements, practices and processes are documented in a readily accessible form which can be readily updated; and
- h) include review and independent audit to verify the accuracy and adequacy of systems, processes and plans and compliance with performance requirements.

8D.4 The licensee must comply with any requirement specified by the Minister for the purpose of addressing any matter identified by an audit, conducted under clause 8A, of the licensee's compliance with its asset management obligations.

8D.5 The licensee must provide specified information to the Minister, in the manner and form determined by the Minister, concerning the management of the licensee's assets.'.

5.2 **Omit** clause 15 of the licence.

6. **Water Conservation**

For sub-clause 16.2 of the licence **substitute** -

'16.2 The plan must be developed having regard to the following information -

- a) programs to educate the community about the conservation and efficient use of water;
- b) programs intended to encourage water conservation and efficient use of water;
- c) programs to investigate, and as appropriate, plan and provide for effluent reuse;
- d) programs intended to reduce leakage and unaccounted for water from the water supply system; and
- e) any other information as specified by the Minister.'

7. **Schedule 1 - Customer Contract**

For Schedule 1 of the licence **substitute** -

'SCHEDULE 1

8. **Commencement**

This Order comes into operation on 1 July 1999.

Dated: 29 June 1999.

Responsible Minister
PATRICK McNAMARA
Minister for Agriculture and Resources

HELEN DOYE
Clerk of the Executive Council

Water Industry Act 1994**ORDER VARYING THE WATER AND SEWERAGE LICENCE ISSUED TO
SOUTH EAST WATER LTD****RECITALS**

- A. The Governor in Council issued a water and sewerage licence ('the licence') to South East Water Ltd, A.C.N. 066 902 547, on 22 December 1994.
- B. Section 14(1)(a) of the **Water Industry Act 1994** provides that a licence or the licence conditions may be varied in accordance with the procedures specified in the licence conditions. Clause 20 of the licence enables the Governor in Council, by Order, to vary the licence following consultation between the Minister, the licensee and the Office of the Regulator-General.
- C. Consultation has occurred between the Minister, the licensee and the Office of the Regulator-General.

NOW THEREFORE, the Governor in Council, acting under clause 20 of the licence, **VARIES THE LICENCE AS FOLLOWS -**

1. Term of Licence

In Part A of the licence, for the term of the licence **substitute -**
'This licence operates from 1 January 1995 to 30 June 2001.'

2. Backlog sewerage

- 2.1 In sub-clause 3C.1, for 'In respect of the period 1 July 1998 to 30 June 1999 the licensee must undertake' **substitute** 'The licensee must undertake'.

- 2.2 After sub-clause 3C.1 of the licence **insert-**

'3C.2 The licensee must prepare a two year plan each year and must submit the plan to the Minister -

- a) in respect of the 1999-2000 financial year, by such time as the Minister determines; and
- b) in respect of the 2000-2001 financial year, with the corporate planning documents.'

2. Collection of Parks Rates

- 3.1 In the heading to clause 6 of the licence, for 'Collection of Melbourne Parks and Waterways Rates' **substitute** 'Collection of Parks Rates'.

- 2.2 For sub-clauses 6.1, 6.2 and 6.3 of the licence **substitute -**

'6.1 Until 30 June 2000 the licensee must undertake on behalf of the Rating Authority either -

- a) the billing and collection of all rates, charges and credit management, rate certificates and handling customer enquiries, for a fee per rateable property; or
- b) if the Rating Authority determines that Parks Victoria will conduct its own handling of customer enquiries, the licensee must undertake the billing and collection of all rates and charges, credit management and rate certificates at a reduced fee per rateable property.

6.2 In this clause, 'Rating Authority' has the same meaning as in section 3(1) of the Act.

6.3 Subject to sub-clause 6.3AB, the fees payable under sub-clause 6.1 are the fees payable immediately prior to 1 July 1999 adjusted in accordance with the following formula:

$$F = A \times B/C$$

Where: F means the fee payable on or after 1 July 1999;

A means the fee payable before 1 July 1999;

B means the CPI at 1 July 1999; and

C means the CPI at 1 July 1998.'

- 3.3 **Omit** sub-clause 6.3AA of the licence.

3.4 In sub-clause 6.3AB, for 'Melbourne Parks and Waterways' **substitute** 'the Rating Authority'.

3.5 In sub-clause 6.3A, for 'the purposes of the formula in sub-clauses 6.3 and 6.3AA.' **substitute** 'the purposes of the formula in sub-clause 6.3.'.

3.6 For sub-clause 6.4 of the licence **substitute** -

'6.4 The Rating Authority will provide 6 months notice to the licensee of any change in responsibility for handling of customer enquiries.'.

4. Implied customer contract

4.1 For sub-clause 7.1 of the licence **substitute** -

'7.1 The implied customer contract for the purposes of section 19 of the Act is in Schedule 1, as varied in accordance with sub-clause 7.4.'.

4.2 For sub-clause 7.4 of the licence **substitute** -

'7.4 The Office may, by notice in writing sent to the licensee, approve the proposed revisions submitted to it and upon the giving of that notice Schedule 1 is varied accordingly.'.

5. Compliance Audits

5.1 For clause 8A of the licence **substitute** -

'Compliance Audits

8A.1 The licensee when requested by the Office, must cause an audit to be undertaken of –

- a) the licensee's compliance with its obligations under this licence, including obligations to comply with the implied customer contract and any guidelines issued by the Office; and
- b) the reliability and quality of information reported by the licensee to the Office, and the consistency of that information with the Office's specification.

8A.2 The appointment of an auditor by the licensee must be approved by the Office, subject to any terms and conditions specified by the Office.

8A.3 The scope of the audit is to be approved by the Office and must meet any minimum audit requirements specified by the Office. Before giving its approval to the scope and specifying its audit requirements, the Office must consult with the Minister and include any asset management requirements sought by the Minister.

8A.4 The audits must be conducted, and the results reported to the Office, in accordance with the Office's Framework for Approving, Conducting & Reporting of Audits.

8A.5 The licensee must also provide a copy of the report of the results of the audit of its asset management obligations to the Minister.'.

6. Asset Management

6.1 After clause 8C of the licence **insert** -

'8D Asset Management

8D.1 The licensee must have in place asset management systems, processes and plans which enable the licensee to effectively and efficiently –

- a) achieve the licensee's performance requirements including requirements specified in legislation, this licence and the implied customer contract;
- b) cater for growth;
- c) manage the risks of potential failure or reduced performance of assets; and
- d) respond to potential emergencies.

8D.2 The licensee must have in place asset management systems, processes and plans covering the whole of life of assets, and more particularly which cover –

- a) conception and planning;
- b) acquisition and creation;

- c) operations and performance monitoring;
 - d) maintenance and repairs;
 - e) replacement, refurbishment or rehabilitation; and
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 - d) utilise management tools such as strategic planning, emergency planning and risk assessment;
 - e) utilise appropriate procurement practices;
 - f) ensure staff and contractors have appropriate competencies;
 - g) ensure performance requirements, practices and processes are documented in a readily accessible form which can be readily updated; and
 - h) include review and independent audit to verify the accuracy and adequacy of systems, processes and plans and compliance with performance requirements.
- 8D.4 The licensee must comply with any requirement specified by the Minister for the purpose of addressing any matter identified by an audit, conducted under clause 8A, of the licensee's compliance with its asset management obligations.
- 8D.5 The licensee must provide specified information to the Minister, in the manner and form determined by the Minister, concerning the management of the licensee's assets.'.

6.2 **Omit** clause 15 of the licence.

7. **Water Conservation**

For sub-clause 16.2 of the licence **substitute** -

16.2 The plan must be developed having regard to the following information -

- a) programs to educate the community about the conservation and efficient use of water;
- b) programs intended to encourage water conservation and efficient use of water;
- c) programs to investigate, and as appropriate, plan and provide for effluent reuse;
- d) programs intended to reduce leakage and unaccounted for water from the water supply system; and
- e) any other information as specified by the Minister.'.

8. **Schedule 1 - Customer Contract**

For Schedule 1 of the licence substitute -

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9. **Commencement**

This Order comes into operation on 1 July 1999.

Dated: 29 June 1999.

Responsible Minister
PATRICK McNAMARA
Minister for Agriculture and Resources

HELEN DOYE
Clerk of the Executive Council

Water Industry Act 1994
ORDER VARYING THE WATER AND SEWERAGE LICENCE ISSUED TO
YARRA VALLEY WATER LTD

RECITALS

- A. The Governor in Council issued a water and sewerage licence ('the licence') to Yarra Valley Water Ltd, A.C.N. 066 902 501, on 22 December 1994.
- B. Section 14(1)(a) of the **Water Industry Act 1994** provides that a licence or the licence conditions may be varied in accordance with the procedures specified in the licence conditions. Clause 20 of the licence enables the Governor in Council, by Order, to vary the licence following consultation between the Minister, the licensee and the Office of the Regulator-General.
- C. Consultation has occurred between the Minister, the licensee and the Office of the Regulator-General.

NOW THEREFORE, the Governor in Council, acting under clause 20 of the licence, **VARIES THE LICENCE AS FOLLOWS -**

1. Term of Licence

In Part A of the licence, for the term of the licence **substitute -**

'This licence operates from 1 January 1995 to 30 June 2001.'

2. Backlog sewerage

- 2.1 In sub-clause 3C.1, for 'In respect of the period 1 July 1998 to 30 June 1999 the licensee must undertake' **substitute** 'The licensee must undertake'.

- 2.2 After sub-clause 3C.1 of the licence **insert -**

'3C.2 The licensee must prepare a two year plan each year and must submit the plan to the Minister -

- a) in respect of the 1999-2000 financial year, by such time as the Minister determines; and
- b) in respect of the 2000-2001 financial year, with the corporate planning documents.'

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- 3.2 For sub-clauses 6.1, 6.2 and 6.3 of the licence **substitute -**

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- a) the billing and collection of all rates, charges and credit management, rate certificates and handling customer enquiries, for a fee per rateable property; or
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3.3 **Omit** sub-clause 6.3AA of the licence.

3.4 In sub-clause 6.3AB, for 'Melbourne Parks and Waterways' **substitute** 'the Rating Authority'.

3.5 In sub-clause 6.3A, for 'the purposes of the formula in sub-clauses 6.3 and 6.3AA.' **substitute** 'the purposes of the formula in sub-clause 6.3.'.

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5.1 For clause 8A of the licence **substitute** -

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8A.1 The licensee when requested by the Office, must cause an audit to be undertaken of -

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6.2 **Omit** clause 15 of the licence.

7. **Water Conservation**

For sub-clause 16.2 of the licence **substitute** -

16.2 The plan must be developed having regard to the following information -

- a) programs to educate the community about the conservation and efficient use of water;
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- e) any other information as specified by the Minister.'.

8. **Schedule 1 - Customer Contract**

For Schedule 1 of the licence **substitute** -

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9. **Commencement**

This Order comes into operation on 1 July 1999.

Dated: 29 June 1999.

Responsible Minister
PATRICK McNAMARA
Minister for Agriculture and Resources

HELEN DOYE
Clerk of the Executive Council

**SCHEDULE 1
CITY WEST WATER**



City West Water
LIMITED
ACN 066 902 467

**City West Water
Customer Contract**

1 June 1998

CONTENTS

1. WHAT IS THIS DOCUMENT?	1
1.1 The Customer Contract and Customer Charter	
1.2 About City West Water	
1.3 Separate Written Agreements	
1.4 Obtaining the Contract and Customer Charter	
1.5 Varying the Contract	
1.6 Notification to Customers	
1.7 Contacts for More Information	
1.8 Defined Terms	
2. WHO IS COVERED BY THIS CONTRACT?	2
2.1 The Customer	
2.2 Customer's Property	
2.3 City West Water's Employees and Contractors	
3. WHEN DOES THE CONTRACT COMMENCE AND TERMINATE?	3
3.1 Commencement Dates	
3.2 The Previous Contract	
3.3 Terminating the Contract	
4. WATER SUPPLY SERVICES	3
4.1 Connected Properties	
4.2 Flow Rate	
4.3 Drought and Emergency Management Plans	
4.4 Water Quality	
4.5 Rectifying a Sub-standard Supply	
4.6 Unplanned Interruptions	
4.7 Bursts or Leaks	
4.8 Notice of Planned Interruptions	
4.9 Registering for Health or Special Needs	
5. SEWERAGE SUPPLY SERVICES	6
5.1 Connected Properties	
5.2 Rectifying a Sub-standard Supply	
5.3 Unplanned Interruptions	
5.4 Sewer Spills	
5.5 Sewer Blockages	
5.6 Trade Waste	
6. CONSERVING WATER	8
6.1 Reducing Bills by Saving Water	
6.2 Recycled Water	
6.3 Rain-water, Composting Toilets and Re-use of Domestic Wastewater	
7. CITY WEST WATER'S CHARGES AND METHODS OF BILLING	9
7.1 Liability for Service Charges	
7.2 Liability for Usage and Disposal Charges	
7.3 How Charges may be Varied	
7.4 Notification of Price Changes	
7.5 Calculation of Sewage Disposal Charge	
7.6 When Bills are Sent	
7.7 How Bills are Sent	
7.8 Information on the Bill	
7.9 Undercharging	
7.10 Overcharging	
7.11 Giving Notice when Vacating	
7.12 Statement of Outstanding Usage Charges	
8. PAYING THE BILL	13
8.1 When Payment is Due	
8.2 How Payment can be Made	
8.3 Concessions	
8.4 Payment Difficulties	
8.5 Paying by Instalments	
8.6 Direct Debits	
8.7 Collection Cycle	
8.8 Charge for Dishonoured Payments	

9. RESTRICTION OR DISCONNECTION OF WATER AND SEWERAGE SERVICES	16
9.1 For Non-payment	9.4 Restoring Water Supply
9.2 For Other Reasons	9.5 Disconnection by the Customer
9.3 Minimum Flow Rate During Restriction	
10. METERS	18
10.1 Measuring Water Supplied	10.4 Readings by the Customer
10.2 Installation	10.5 Meter Testing
10.3 Ensuring Access	10.6 Estimated Meter Readings
11. RESPONSIBILITIES FOR MAINTENANCE	19
11.1 Plumbing and Pipes	11.5 City West Water Asset Location Information
11.2 Notice to Repair	11.6 Building Work by the Customer
11.3 Removal of Trees	11.7 Altering Connections
11.4 Customer Applications	11.8 Damage and Illegal Work
12. WORKS BY CITY WEST WATER	23
12.1 Customer Notice for Planned Works	12.4 Safety Fencing and Lighting
12.2 Notice in Emergencies	12.5 Contribution to New Works
12.3 Restoring the Street or Property	
13. ENTERING A CUSTOMER'S PROPERTY	24
13.1 Reasons for Entry	13.5 Keys held by City West Water or its Contractors
13.2 Customer Notice	13.6 Entry when Premises are Unoccupied
13.3 Times of Entry	13.7 Identification
13.4 Impact on Customers' Properties	13.8 Notifying City West Water of Dangers
14. CONSULTATION AND INFORMATION	25
14.1 Involving Customers in Service Planning	14.4 Requests for Information
14.2 Customer Survey	14.5 Privacy
14.3 Monitoring Water Quality	
15. ENQUIRIES, COMPLAINTS AND DISPUTE RESOLUTION	26
15.1 Phone Enquiries	5.5 When a Dispute may be Resolved
15.2 Written Enquiries	5.6 Billing Disputes
15.3 Complaints	5.7 Record of Complaints
15.4 Complaints Review	5.8 Complaints by City West Water
16. SERVICE STANDARDS AND COMPENSATION	28
16.1 General Service and Product Standards	16.2 General Right to Compensation
17. DEFINITIONS	29

1. WHAT IS THIS DOCUMENT?

1.1 The *Customer Contract* and *Customer Charter*

1.1.1 This is the *Customer Contract* under which *City West Water* provides *water supply*, *sewerage* and *trade waste services* to its *customers*. It sets out the rights and obligations of *City West Water* and its *customers* and explains *customers'* rights in any dispute with *City West Water*.

1.1.2 This contract is a requirement of the **Water Industry Act 1994**. It has been approved by the Office of the Regulator-General, which regulates metropolitan water and sewerage retail licensees, including *City West Water*.

1.1.3 This contract is summarised in a document called the *Customer Charter*.

1.1.4 *City West Water* will communicate simply, clearly and informatively with *customers* via the production of the *Customer Contract* in English and the 5 main Languages spoken by people from language-other-than-English backgrounds (*LOEB*) languages, as well as in a large print format and audio tape version for visually impaired *customers*. The *LOEB Contract* can be obtained from all relevant *LOEB* Community Centres and the large print contract can be obtained from all public libraries in *City West Water's* area. Copies can also be obtained by contacting *City West Water's* Enquiries on 13 1971.

City West Water also provides a service for *customers* with a speech or hearing impairment (TTY facility). *Customers* who would like to use the facility should contact *City West Water* on 9313 8699.

1.2 About *City West Water*

1.2.1 *City West Water* is a State-owned Company which supplies water and collects *sewage* in its licence area, which includes the Melbourne Central Business District, the majority of central city suburbs, and the western metropolitan region. *City West Water* is one of 3 retail companies servicing the Melbourne area.

1.2.2 The retail companies were established from the Melbourne Water Corporation (formerly the Melbourne and Metropolitan Board of Works), along with Parks Victoria (formerly Melbourne Parks and Waterways), which *maintains* the community values of Melbourne's parks and waterways.

1.3 Separate Written Agreements

1.3.1 If a *customer* covered by this contract has a separate written agreement with *City West Water*, any provisions of this contract which are inconsistent with that agreement will not apply.

1.3.2 However, a separate agreement made on or after 1 June 1998 cannot reduce the rights or increase the obligations of a *customer* without giving some corresponding benefit, whether financial or otherwise.

1.4 Obtaining the Contract and *Customer Charter*

1.4.1 *Customers* will be sent a full copy of this contract and the *Customer Charter*, free of charge, if they contact *City West Water* on 13 1971, or by writing to Locked Bag 350 Sunshine 3020 and requesting one.

1.4.2 New *customers* will get a copy of the *Customer Charter* with the first bill they receive after 1 June 1998.

1.5 Varying the Contract

1.5.1 *City West Water* will only vary this contract as it applies to its *customers*:

- after consultation with the *Customer Feedback Forum* established by it to enable community input into this contract; and
- with the approval of the Office of the Regulator-General.

1.6 Notification to Customers

- 1.6.1 *City West Water* will provide *customers* with a written copy of any variations to this contract which affect the *customers's* rights and obligations, with their next bill.

1.7 Contacts for More Information

- 1.7.1 For further information about this contract or the *Customer Charter*, *customers* can contact *City West Water's* Enquiries on 13 1971 or write to Locked Bag 350 Sunshine Victoria 3020.

1.8 Defined Terms

- 1.8.1 Terms in this contract, which have been defined in Part 17, *appear like this*.

2. WHO IS COVERED BY THIS CONTRACT?**2.1 The Customer**

- 2.1.1 A *person* is a *customer* and is covered by this contract if they:

- own and occupy a serviced property connected to *City West Water's* water or sewerage systems;
- own a serviced property which is connected to *City West Water's* water or sewerage systems, but do not occupy it - for example, a *landlord* or an owner of an unoccupied property;
- occupy a serviced property which is connected to *City West Water's* water or sewerage systems and are liable to pay water usage or *sewage* disposal charges as set out in clause 7.1, for example, a *tenant* or caravan park resident; or
- have entered into a separate written agreement with *City West Water* for *water supply* and *sewage services*, but only to the extent explained in clause 1.3.

- 2.1.2 Under the **Water Industry Act 1994**, the owners and occupiers of properties, which are not both serviced and connected to *City West Water's* water or sewerage systems, are not covered by this contract.

2.2 Customer's Property

- 2.2.1 Unless the contract states otherwise, 'property' or '*customer's* property' means the property owned and/or occupied by a *customer* within *City West Water's* area.

2.3 City West Water's Employees and Contractors

- 2.3.1 Where this contract imposes an obligation on *City West Water*, the obligation extends to its officers, employees and contractors.
- 2.3.2 Where this contract confers a right on *City West Water*, its officers, employees and contractors may enjoy the right to the extent permitted by *City West Water*.

3. WHEN DOES THE CONTRACT COMMENCE AND TERMINATE?**3.1 Commencement Dates**

- 3.1.1 A *customer* who was already a *customer* on 1 June 1998 (when this contract was approved by the Office of the Regulator-General), is covered by this contract from that date.
- 3.1.2 Otherwise, a *customer* is covered by this contract from the time they become a *customer*.

3.2 The Previous Contract

- 3.2.1 This version of the *Customer* Contract replaces any previous implied contract between *City West Water* and its *customers* from 1 June 1998.

3.3 Terminating the Contract

- 3.3.1 This contract will terminate when the *customer* ceases to be a *customer* as defined in clause 2.1, including if the *customer's* property is disconnected from *City West Water's* water and sewerage systems as set out in clause 9.5.

3.3.2 However:

- any amount which was owed by the *customer* to *City West Water* remains payable;
- any amount which was owed by *City West Water* to the *customer* remains payable; and
- the owner of a disconnected property in *City West Water's* licence area remains liable for rates and charges billed by *City West Water* on behalf of Melbourne Water Corporation or Parks Victoria.

3.3.3 This contract will terminate if *City West Water's* water supply and sewerage licence terminates.**4. WATER SUPPLY SERVICES****4.1 Connected Properties**4.1.1 If a *customer's* property is connected to *City West Water's* water system, then *City West Water* will supply the *customer with* water *supply services* to meet the *customer's* reasonable needs, except if the water supply is restricted or disconnected in accordance with Part 9.**4.2 Flow Rate**4.2.1 *City West Water* will ensure that a *customer's* water supply is at least equal to the minimum flow rate shown in this table:

Diameter of the property service pipe	20	25	32	40	50	(millimetres)
Minimum flow rate	20	35	60	90	160	(litres per minute)

Note that:

- single residential properties (houses) usually have a *property service pipe* of 20 mm diameter;
- the flow rate is measured at the water meter (or where no meter is installed, at the tap at the property boundary);
- otherwise, the flow rate is measured at the outlet of the *property service pipe*. For safety reasons, measurement at the outlet of the water meter should only be done by *City West Water* or a licensed plumber.

4.2.2 *City West Water* is not required to provide a *customer* with the minimum flow rate if:

- the *property service pipe* is the *customer's* responsibility to *maintain* (see clause 11.1) and is damaged or in poor condition; or
- there is a *planned* or *unplanned interruption* to the *customer's* water supply; or
- there is a water shortage due to *peak summer demand*; or
- there is a water shortage due to a *drought* or an emergency; or
- Melbourne Water Corporation has informed *City West Water* that the water supply should be reduced to avoid a water shortage in the future.

4.3 Drought and Emergency Management Plans4.3.1 In the case of *drought* or an emergency, the use of water may be restricted or prohibited in accordance with a schedule of restrictions on the use of water contained in the drought management or emergency response plan of *City West Water*, as approved by the Minister.4.3.2 *City West Water* must ensure that up-to-date copies of its *drought* management plan and emergency response plan are available at its offices during business hours for inspection on request.4.3.3 Before submitting a *drought* management or emergency response plan to the *Minister* for consideration, *City West Water* will advertise draft plans, and call for submissions from the public, in a newspaper circulating generally in any area capable of being affected by the plan.

4.4 Water Quality

- 4.4.1 Subject to subclause 16.1.1, *City West Water* will ensure that *customers* receive a supply of drinking water to the outlet of the meter, or to the property boundary if there is no meter, that is clear and free from objectionable odour and taste, and that the quality of the water:
- complies with the health-related parameters of *Guidelines for Drinking Water Quality in Australia 1987*, or any other requirement set by the Department of Human Services, except in the nominated zones listed in Attachment 1 until the date shown there; and
 - is at least of equal quality to that provided by Melbourne Water Corporation before 1 January 1995.
- 4.4.2 *City West Water* will implement water quality improvement programs in the areas listed in Attachment 1 to be completed by the dates indicated.
- 4.4.3 *City West Water* will conduct water quality monitoring programs. *Customers* should contact *City West Water's* Enquiries on 13 1971 if they would like a copy of the Water Quality Annual Report or the brochure titled "Quality of your Drinking Water."

4.5 Rectifying a Sub-standard Supply

- 4.5.1 If *City West Water* does not provide a *customer* with a *water supply service*, flow rate, or water of the quality set out in clauses 4.1 to 4.4, the *customer* may require *City West Water* to rectify the fault.
- 4.5.2 A customer may ask *City West Water*, at the *customer's* own cost, to test whether *City West Water* is providing an adequate flow rate or water quality level as set out above in clauses 4.2 and 4.4.
- 4.5.3 If *City West Water* is not meeting those obligations, it will refund the cost of the test and rectify the fault as soon as possible, or within a time agreed with the *customer*.

4.6 Unplanned Interruptions

- 4.6.1 *City West Water* will use all reasonable endeavours to ensure that there are no more than 5 *unplanned interruptions* of a *customer's* water supply each year.
- 4.6.2 Where an *unplanned interruption* of the water supply occurs, *City West Water* will minimise inconvenience to *customers* by:
- restoring the water supply as quickly as possible;
 - ensuring *customers* have access to emergency supplies of water; and
 - providing as much information as practicable.
- 4.6.3 *Customers* will be advised of actions which will be taken in the case of an *unplanned interruption* in *City West Water's Customer Charter* (see clause 1.4).
- 4.6.4 *City West Water* will ensure that information about any *unplanned interruption* is available (on a 24-hour telephone service, 13 2642) within 30 minutes of *City West Water* being notified of the *interruption*.
- 4.6.5 The telephone service will advise callers of:
- how long the *interruption* will last, or if this is not yet known, when *City West Water* believes it will be able to estimate the duration; and
 - how to obtain emergency supplies of water, where applicable.

4.7 Bursts or Leaks

- 4.7.1 Where *City West Water* is notified of a *burst or leak* to the water supply system, *City West Water* will attend as quickly as possible and in any case:
- within a maximum of 4 hours where the *burst or leak* is causing, or has the potential to cause, substantial or moderate damage or harm to *customers*, property or the environment; or
 - within a maximum of 24 hours where the *burst or leak* is causing no discernible impacts on *customers*, property or the environment.

4.7.2 **City West Water** will take further action with respect to **bursts or leaks** as defined in 4.7.1 as quickly as practicable taking into account:

- the potential or actual impact on all immediately affected **customers**; and
- the commitment to minimise damage or harm to property and the environment.

4.7.3 In respect of a **burst or leak** of the kind described in clause 4.7.1 and which is not in need of immediate repair, **City West Water** will notify the **customer** who made the report, and all immediately affected **customers**, of action which will be taken within 10 working days.

4.8 Notice of Planned Interruptions

4.8.1 **City West Water** will inform **customers** in writing of the time and duration of any **planned interruption**, at least 2 working days in advance. As part of its commitment to communicate effectively with **customers**, **City West Water** will provide potentially affected **customers** with “Notice of **Planned Interruption**” cards in English, with a summary in the 5 main **LOEB** languages.

4.9 Registering for Health or Special Needs

4.9.1 If a **customer** requires water supply to operate a life support machine, and this has been confirmed by a hospital, the **customer** may register with **City West Water**.

4.9.2 For any other special need, the **customer** may apply to register with **City West Water**. **City West Water** will decide whether to register the **customer**.

4.9.3 **City West Water** will:

- contact registered **customers** and minimise inconvenience to them, in advance of **planned interruptions** and as soon as possible in the event of **unplanned interruptions**;
- not restrict a **customer’s** water supply for non-payment if their registration is for health reasons (see subclause 9.1.3);
- inform registered life support machine **customers** of their eligibility for concessions, as set out in clause 8.3;
- put in place orange water meters to identify all dialysis patients (within 3 working days of notification);
- install anti-vandal stop taps on all orange meters to prevent illegal and indiscriminate disruption to water supply (within 3 working days of notification); and
- hold telephone or face-to-face discussions with new dialysis patients (within 3 working days of notification) to discuss the service provided and **customer-specific** needs.

5. SEWERAGE SUPPLY SERVICES

5.1 Connected Properties

5.1.1 If a **customer’s** property is connected to **City West Water’s** sewerage system, then **City West Water** will supply the **customer** with **sewerage services** to meet the **customer’s** reasonable needs.

5.1.2 The provision of **trade waste** services is, however, subject to a **trade waste** agreement or consent as set out in clause 5.6.

5.1.3 **City West Water** will take reasonable care to operate the sewerage (collection and transfer) system so that odours are not prevalent, as required by the Environment Protection Authority.

5.2 Rectifying a Sub-standard Supply

5.2.1 If **City West Water** does not provide a **customer** with a **sewerage service** as set out in clause 5.1, the **customer** may require **City West Water** to rectify the fault.

5.3 Unplanned Interruptions

5.3.1 **City West Water** will use all reasonable endeavours to ensure that there are no more than 3 **unplanned interruptions** of a **customer’s sewerage service** each year.

- 5.3.2 Where an **unplanned interruption** to a **customer's sewerage service** occurs, **City West Water** will restore the **sewerage service** as quickly as possible.

5.4 Sewer Spills

- 5.4.1 **City West Water** will make every reasonable effort to minimise **sewage** spills on **customers'** properties due to the failure of **City West Water's** sewerage system.
- 5.4.2 Where **City West Water** is responsible for a **sewage** spill on a **customer's** property, it will ensure that damage and inconvenience to the **customer** are minimised and the areas are cleaned up and, if appropriate, disinfected as quickly as possible to the standard set by the local council.
- 5.4.3 If the **customer** is not satisfied with **City West Water's** actions, advice can be sought from the local council Environmental Health Officer.
- 5.4.4 **City West Water** will field test sewer spill contingency plans, provide ongoing training for personnel responding to high risk incidents, advise the Environment Protection Authority (EPA) of sewer spills, and engage in targeted **maintenance** of pumping stations and other key points in the sewerage system.

5.5 Sewer Blockages

- 5.5.1 If a **customer's** sewer becomes blocked **City West Water** can be contacted for advice (refer to subclause 11.1.7).
- 5.5.2 If the blockage is in **City West Water's** sewer pipe **City West Water** will clear the blockage at its own cost.
- 5.5.3 If the blockage is in the **customer's** sewer pipe it will be necessary for the **customer** to employ, and pay the cost of, a plumber to clear the blockage.
- 5.5.4 The **Residential Tenancies Act 1980** gives **tenants** the right, under some circumstances, to claim that fee back from the **landlord**.
- 5.5.5 **Customers** should contact **City West Water's** Enquiries on 13 1971 if they would like a copy of brochures titled "Your domestic water and **sewerage services** - who pays for repairing them?" or "When it comes to the sewerage system ... you can't flush rubbish away". These brochures are also available in the **5 main LOEB languages**.

5.6 Trade Waste

- 5.6.1 Under **City West Water's** licence, a **customer** may use **City West Water's sewerage service** for the discharge of **trade waste** provided the **customer** has first entered into a **trade waste** agreement with **City West Water**, or **City West Water** has consented to the discharge.
- 5.6.2 **City West Water** will not enter into an agreement for the acceptance of **trade waste** in quantities or of a quality that would - or that is reasonably likely to - endanger human life, risk the safety of any **person** or of the works of **City West Water**, or adversely affect the operation of a **sewage** treatment plant or any part of the environment.
- 5.6.3 **City West Water** will make guidelines available which advise a **customer** of the standards and requirements for establishing a trade waste agreement or consent, and which inform the **customer** of the review and dispute resolution procedures where such agreement or consent cannot be reached. **City West Water** may charge a small fee for these guidelines.
- 5.6.4 **City West Water** will enhance **customers'** understanding of **trade waste** issues by providing regular seminars for **trade waste** customers, and by publishing a **trade waste** newsletter titled *Wastewater* each quarter, and an Environmental Annual Report by 31 August of each year. **Customers** should contact **City West Water's** Enquiries on 13 1971 if they would like a copy of the newsletter or report.

6. CONSERVING WATER

6.1 Reducing Bills by Saving Water

- 6.1.1 For separately metered **customers**, reducing the amount of water used will reduce usage charges. Where a **customer** shares a meter with other **customers**, reducing water used is likely to reduce usage charges, although this cannot be guaranteed.

6.1.2 **City West Water** is required by its licence to develop and carry out programs for the conservation and efficient use of water. Information about these programs is available by contacting **City West Water's** Enquiries on 13 1971. **City West Water** also has a water conservation specialist on staff to answer queries and, where possible, conduct school visits.

6.1.3 As part of raising **customers'** awareness that water is a valuable commodity, **City West Water** has produced a range of water conservation material which is available by contacting **City West Water's** Enquiries on 13 1971. This material includes:

- a range of water conservation brochures;
- a school education program including a teacher information and activity manuals;
- a domestic water audit kit; and
- the *Helpful Hints for WaterWise Gardeners* brochure range.

6.2 Recycled Water

6.2.1 **City West Water** may, under a separate agreement, supply **customers** with recycled water which will comply with any standard set by the Environment Protection Authority.

6.2.2 Recycled water will only be provided to a **customer** upon request, and only where an adequate supply of recycled water is available.

6.3 Rain-water, Composting Toilets and Re-use of Domestic Wastewater

6.3.1 This contract does not prevent **customers** from:

- collecting and using rain-water for their own use;
- installing a composting toilet which does not require connection to **City West Water's** water or sewerage systems;
- diverting **domestic wastewater** for non-drinking purposes, such as watering the garden, subject to the necessary requirements of the **Building Act 1993** being met.

6.3.2 There are health and environmental considerations to be taken into account in installing these systems and local council or other approval may be required. **Customers** are encouraged to contact **City West Water** to discuss such considerations.

6.3.3 Unless exempted under clause 9.5, **customers** who live in a reticulated sewerage area must **maintain** a connection to the system. **Customers** will ensure that their collection or diversion equipment is not connected to **City West Water's** water or sewerage systems.

6.3.4 **Customers** should contact **City West Water's** Enquiries on 13 1971 if they would like a copy of the brochure titled "Rain-Water Tanks". This brochure is also available in the **5 main LOEB languages**.

7. CITY WEST WATER'S CHARGES AND METHODS OF BILLING

7.1 Liability for Service Charges

7.1.1 Until 30 June 1998, the property owner is liable, unless exempt, for any service charges billed by **City West Water** on its own behalf or on behalf of Melbourne Water Corporation and Parks Victoria.

7.1.2 Until 30 June 1998, occupiers of non-rateable properties are liable, unless exempt, for sanitary service charges.

7.1.3 From 1 July 1998, all exemptions from water and **sewerage service** charges will be removed. Owners of properties used predominantly for:

- education purposes;
- hospitals and nursing care;
- religious worship;
- outdoor sporting and recreational activity; and
- charity;

provided these activities are undertaken on a not-for-profit basis, may be eligible for a rebate on their water and **sewerage service** charges.

- 7.1.4 **Customers** can obtain further information from **City West Water** by contacting 13 1971.
- 7.2 Liability for Usage and Disposal Charges**
- 7.2.1 Under the **Water Industry Act 1994**, **tenants** and caravan park residents are only liable for any water usage and **sewage** disposal charges if:
- their supply of water is measured by a separate meter;
 - the property owner has notified **City West Water** of the names of the **tenants** occupying the premises, and
 - **City West Water** has read the meter on receiving that notification.
- 7.2.2 The **tenant** or caravan park resident is only liable for water from the time the meter is read. Written notification of **tenant** details is required for accurate distribution of accounts and charges.
- 7.2.3 Otherwise, the property owner is liable for any water usage and **sewage** disposal charges.
- 7.2.4 **Customers** should contact **City West Water's** Enquiries on 13 1971 if they would like a copy of a brochure titled "**Tenants and landlords - who pays?**".
- 7.3 How Charges may be Varied**
- 7.3.1 **City West Water's** charges can be varied from time to time, but only in accordance with the **Water Industry Act 1994** and, in the case of charges regulated by a Pricing Order, only in accordance with that Order.
- 7.3.2 A Pricing Order made by the Governor-in-Council under the **Water Industry Act 1994** regulates:
- the service charges for water and sewerage;
 - the water usage charge and **sewage** disposal charge;
 - the **trade waste** charges;
 - the water meter removal and testing charge;
 - the withdrawal and restoration of water charge; and
 - the sanitary service charge for properties otherwise exempt from usage charges.
- 7.4 Notification of Price Changes**
- 7.4.1 **City West Water** will notify **customers** of any change in charges with their first bill as soon as practicable after the decision to make the change has been taken, including the following:
- the service charges for water and sewerage;
 - the water usage charge;
 - the **sewage** disposal charge;
 - the sanitary service charge for non-rateable properties;
 - **trade waste** charges; and
 - rates and charges billed by **City West Water** on behalf of Melbourne Water Corporation and Parks Victoria.
- 7.4.2 **City West Water** will make a public statement detailing any change in the service charges, water usage charge, **sewage** disposal charge, **trade waste** charge or sanitary service charge before the change takes effect.
- 7.4.3 Customers should contact **City West Water's** Enquiries on 13 1971 if they would like a copy of the information booklets regarding "Residential Water and Sewerage Charges" and "Non-residential Water, Sewerage and **Trade Waste** Charges".
- 7.5 Calculation of Sewage Disposal Charge**
- 7.5.1 **Customers** may apply to **City West Water** for an alternative method of either measuring or estimating the volume of **sewage** disposed if they consider that the current formula substantially and systematically overstates the volume of **sewage** disposed from their property.

- 7.5.2 If **City West Water** is satisfied that the use of the standard formula is likely to systematically and substantially overestimate the volume of **sewage** discharged from a property or premises, **City West Water** may use another formula or method for estimating the volume.
- 7.5.3 **Customers** can obtain further information on the **sewage** disposal charge and a copy of "Calculating the residential **sewage** disposal charge" by contacting **City West Water's** Enquiries on 13 1971.

7.6 When Bills are Sent

- 7.6.1 Residential **customers** will be sent bills at least quarterly, unless otherwise agreed, for service charges, water usage charges and **sewage** disposal charges shortly after **City West Water** has read the meter or estimated the meter reading as set out in clause 10.6.
- 7.6.2 Bills for drainage rates collected on behalf of Melbourne Water Corporation may also be sent at this time.
- 7.6.3 Non-residential **customers** with high water usage and **sewage** disposal charges may be billed monthly for these charges; the bills will be sent shortly after **City West Water** has read the meter or estimated the meter reading as set out in clause 10.6.
- 7.6.4 Other non-residential **customers**, unless otherwise agreed, will be billed each quarter for service charges and for drainage charges billed on behalf of Melbourne Water Corporation and billed at least annually for any water usage charge and **sewage** disposal charge.
- 7.6.5 All **customers** will be billed annually for rates and charges billed on behalf of Parks Victoria.

7.7 How Bills are Sent

- 7.7.1 **City West Water** will issue a bill to:
- the **customer** at the address nominated by the **customer**;
 - the **customer's** agent at the specified address (where the **customer** has made a written request of **City West Water** to do so); or
 - a person authorised to act on behalf of the customer at the address specified by the **person**.
- 7.7.2 If a **customer** has not notified **City West Water** of an address, the bill will be sent to:
- the address of the property at which the charges in the bill have been incurred; or
 - the **customer's** last known postal address.

7.8 Information on the Bill

- 7.8.1 Subject to clause 7.1, **City West Water** will separately itemise the following charges on any bill issued:
- service charges for the provision of water supply and **sewerage services**;
 - a water usage charge, including the date and result of the current and previous meter reading;
 - a **sewage** disposal charge, including the calculated volume of waste water for which the **customer** is being charged and the volume of water which is deemed to have been disposed of to the sewer; and
 - any other charge in connection with the provision of water or sewerage, such as a charge for services provided, either at the request of the **customer** or due to the failure of a **customer** to perform an obligation under this Contract.
- 7.8.2 **City West Water** will include the following information on each bill for all **customers**:
- the **customer's** contact details (as specified in clause 7.7) and account number;
 - the address of the property at which the charges in the bill have been incurred;
 - the amount the **customer** is required to pay;

- the date by which the *customer* is required to pay;
 - the ways in which *customers* can pay the bill and information about help which may be available if a *customer* is experiencing difficulties in paying;
 - a telephone number for *enquiries* about the bill and a 24-hour emergency service number;
 - referral to interpreter services offered by *City West Water*;
 - any outstanding credit or debt from previous bills and the payments made by the *customer* since the last bill was sent;
 - for residential *customers*, information on concessions available and any concession to which the *customer* is entitled; and
 - for residential *customers*, their average rate of water use at the property for each *billing period* back to, and including, the equivalent period in the previous year.
- 7.8.3 Subject to subclause 7.8.4, *City West Water* will display on each quarterly bill a graphical illustration of the residential *customer's* current water usage and, to the extent that the data is available:
- the *customer's* usage for each *billing period* over the past 12 months;
 - a comparison of the *customer's* current usage with the *customer's* usage for the same period of the previous year.
- 7.8.4 *City West Water* need not include a graphical illustration on a quarterly bill:
- when it is the *customer's* first bill; or
 - where there is nil or very low usage.
- 7.9 Undercharging**
- 7.9.1 Subject to subclause 7.9.2, where *City West Water* has undercharged a *customer* as a result of *City West Water's* error, it may recover from the *customer* the amount undercharged.
- 7.9.2 Where *City West Water* proposes to exercise its right to recover an amount undercharged as a result of its error, *City West Water* will:
- limit the amount to be recovered to the charges undercharged in the 12 months prior to the *customer's* last bill;
 - list the amount to be recovered as a separate item in a special bill or in the next bill in the *customer's billing period* together with an explanation of the amount;
 - not charge the *customer* interest on the amount; and
 - if the *customer* requests it, allow the *customer* time to pay the amount undercharged in agreed instalments, up to a period equal to the period in which the undercharging occurred, to a maximum period of 12 months.
- 7.9.3 Where *City West Water* has undercharged a customer, as a result of the *customer's* illegal use of water, *City West Water* may:
- estimate the usage for which the *customer* has not paid;
 - take debt recovery action for the unpaid amount; and
 - take action in accordance with clause 9.2.
- 7.9.4 Notwithstanding subclause 7.9.3, *City West Water* may exercise any other rights available to it if a *customer's* illegal use of water is detected.
- 7.10 Overcharging**
- 7.10.1 Where a *customer* has been overcharged as a result of an error by *City West Water*, then *City West Water* will:
- inform the *customer* accordingly within 10 working days of *City West Water* becoming aware of the error; and
 - pay the amount in accordance with the *customer's* instructions.

7.10.2 If the **customer** has been overcharged as a result of an inaccurate meter (see clause 10.5) **City West Water** will refund or credit any amount overcharged in accordance with subclause 7.10.1. The amount will be calculated by assuming that the meter was reading high during the **customer's** current **billing period** and previous **billing period**.

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

7.11 Giving Notice when Vacating

7.11.1 Under the **Water Industry Act 1994**, **customers** are required to give **City West Water** at least 48 hours notice before vacating a property, so that a final reading of the meter can be made, if **City West Water** believes this is required, to determine the final bill for water usage and **sewage** disposal charges and, if appropriate, **trade waste** charges.

7.11.2 A **customer** who fails to notify **City West Water** that they are vacating the property will remain liable for any further water usage and **sewage** disposal charges and, if appropriate **trade waste** charges, incurred at that property, until the meter is next read.

7.11.3 **Customers** should contact **City West Water's** Enquiries on 13 1971 if they would like a copy of a brochure titled "Moving house?".

7.12 Statement of Outstanding Usage Charges

7.12.1 A **customer** may request a special meter reading and an additional bill outside the normal billing cycle.

7.12.2 **City West Water** may calculate the outstanding charges by:

- reading the meter on the **customer's** property, upon payment of an amount as set out in **City West Water's** Schedule of Fees and Charges; or
- where a meter reading cannot be obtained by the specified date, **City West Water** can estimate the charges based on the **customer's** historical usage data at that property (where available). An estimated bill will be provided to the **customer** at no cost.

8. PAYING THE BILL

8.1 When Payment is Due

8.1.1 A **customer** will pay the amount set out in a bill within 10 working days of receiving the bill.

8.1.2 A **customer** is assumed to receive a bill 2 working days after it is sent to them by **City West Water** in accordance with clause 7.6.

8.2 How Payment can be Made

8.2.1 **City West Water** offers the following payment methods and may, at its discretion, offer additional methods:

- in **person** at a network of agencies or payment outlets providing a level of **customer** access at least equal to that provided by **City West Water** to its customers at 1 January 1995;
- by mail;
- by direct debit under a payment arrangement agreed by the **customer**, **City West Water** and the **customer's** bank or credit union;
- by credit card via the telephone on Interactive Voice Response; or
- by credit card in person at the **City West Water** offices.

8.2.2 Where a **customer** is to be absent for a long period (e.g. on a holiday or due to an illness) and is unable to arrange payment by one of the above methods, **City West Water**, upon receipt of written notification, will also offer:

- payment in advance facilities; and
- redirection of the **customer's** bill.

8.2.3 **Customers** should contact **City West Water's** Enquiries on 13 1971 if they would like a copy of a brochure titled "Paying your account".

8.3 Concessions

- 8.3.1 **Customers** are eligible for State Government-funded concessions for their service charges and/or usage charges, where liability to pay exists under clause 7.1, if they hold one of the recognised concession cards.
- 8.3.2 **City West Water** will ensure that concessions are credited to a **customer's** account where appropriate proof of eligibility has been received.
- 8.3.3 Customers should contact **City West Water's** Enquiries on 13 1971 for more details. On request, a brochure titled "Pensioner rebates and usage concessions" will be provided. This brochure is also available in large print and the **5 main LOEB languages**.

8.4 Payment Difficulties

- 8.4.1 **City West Water** will provide information to residential **customers** on programs which are available to help people experiencing payment difficulties.
- 8.4.2 A brochure, with this information, will be provided to residential **customers** during their collection cycle where there is evidence of hardship, or on request.
- 8.4.3 The brochure will include information on programs to:
- establish an alternative payment arrangement, including an arrangement to:
 - pay an agreed amount by instalments (see clause 8.5);
 - pay the bill in instalments directly from a bank account (see clause 8.6);
 - defer the payment date for some or all of the amount owed; or
 - re-direct the bill to another **person** for payment, provided that **person** agrees in writing and **City West Water** agrees;
 - provide once-off Government-funded financial assistance in cases of illness or other hardship, following an assessment of needs by the Concessions Unit, Department of Human Services, under the Water Rates and Charges Relief Grants Scheme;
 - grant Government-funded concessions to eligible **customers** (see clause 8.3); or
 - refer the **customer** to an independent financial counsellor at no cost; and
 - enable the use of interpreter services at no cost to the **customer**.

8.5 Paying by Instalments

- 8.5.1 **Customers** may advise **City West Water** that they wish to pay their bills by instalments, if they are having difficulty paying their bills, or are in **arrears**.
- 8.5.2 **City West Water** may ask a **customer** who is in **arrears** to pay by instalments.
- 8.5.3 In either case, **City West Water** will offer the **customer** an instalment plan which is consistent with the **customer's** capacity to pay.
- 8.5.4 **City West Water** is not required to offer a **customer** an instalment plan if:
- the **customer** has, in the previous twelve months, had two instalment plans cancelled due to non-payment. In such a case, **City West Water** is required to offer another instalment plan only if the **customer** provides **reasonable assurance** to **City West Water** that the **customer** will comply with the plan; or
 - the **customer** has the capacity to pay their bills and any **arrears** without an instalment plan.
- 8.5.5 Under an instalment plan, the **customer** pays an amount each instalment period (usually fortnightly).
- 8.5.6 **City West Water** will confirm the offer in writing and will:
- state a period over which the **customer** will pay by instalments;
 - specify an instalment amount which will fully pay the **customer's** estimated and/or arrears amount over that period (even though the **customer** will be in credit or debt for some of that time because of seasonal changes in water consumption); and
 - state how the amount of the instalments is calculated.

- 8.5.7 **City West Water** will compare the actual bills of a **customer** who is paying by instalments with the estimated bills on which the instalment amounts are based.
- 8.5.8 If the differences between the actual and estimated bills mean the **customer** will be significantly in credit or debt at the end of the plan, then **City West Water** will offer the **customer** options which should ensure that the **customer's** account is in balance at the end of the plan. These options may include a:

- refund;
- one-off extra payment by the **customer**; or
- changed instalment amount.

8.6 Direct Debits

- 8.6.1 If a **customer** asks or agrees to pay **City West Water** directly from a bank or credit union account or by any other method as may be permitted by the banking industry (whether or not by instalments), the amount (which may include the full bill or an agreed instalment) and frequency of those payments will be as agreed by the **customer** and **City West Water** in writing.
- 8.6.2 No other amount will be deducted unless express written agreement is given by the **customer**.
- 8.6.3 A **customer** may provide **City West Water** with their credit account details in order to pay for one instalment or full bill. **City West Water** will obtain a **customer's** agreement in writing for each subsequent instalment or bill payment using this initial authorisation.
- 8.6.4 **City West Water** will not require **customers** to agree to direct debit as a condition of their water supply.
- 8.6.5 **Customers** should contact **City West Water's** Enquiries on 13 1971 if they would like a "Direct Debit application form".

8.7 Collection Cycle

- 8.7.1 All reasonable efforts will be taken by **City West Water** to provide assistance to **customers** with payment difficulties during the collection cycle.
- 8.7.2 If a **customer** fails to pay by the date set out in the bill (see subclause 7.8.2), **City West Water** or an authorised agent working on behalf of **City West Water**, will send a second bill or notice which will state information on assistance available as set out in clause 8.4.
- 8.7.3 If a **customer** fails to pay within 5 working days of receipt of this second bill or notice, a further notice will be sent which:
- specifies the assistance which is available;
 - advises that the bill is overdue and must be paid for the **customer** to avoid legal or restriction action; and
 - cautions that, if legal or restriction action is taken, a **customer** may incur additional costs relating to the fixing of a restricting device to the property or in connection with the legal actions taken.
- 8.7.4 Restriction of the water supply or legal action will not occur unless:
- at least 28 working days have elapsed since the first bill was issued (see clause 7.8);
 - the **customer** has been sent a brochure with information on programs that are available to help people with payment difficulties (refer clause 8.4); and
 - someone, on behalf of **City West Water**, has attempted to make further contact with the **customer** about the non-payment by means of a visit, telephone call or mail and, in the case of restriction, the customer has been notified of the date of the proposed restriction; and
 - the **customer** has been offered an instalment plan or other alternative payment arrangement consistent with the **customer's** capacity to pay as set out in clause 8.5, and has failed to respond or refused to agree to it; or

- the **customer** has agreed to an instalment plan or other alternative payment arrangement consistent with the **customer's** capacity to pay, but has **failed to comply** with the arrangement and failed to pay the amount owed.

8.7.5 For the purposes of this clause, **customers** are deemed to receive a brochure, bill or notice 2 working days after it is sent by **City West Water** in accordance with clause 7.6.

8.8 Charge for Dishonoured Payments

8.8.1 If a customer pays **City West Water's** bill:

- by cheque, and the cheque is dishonoured; or
- by a direct debit from a bank account, and insufficient funds are available, except in circumstances where **City West Water** knows a **customer** is receiving a Government pension or benefit;

then **City West Water** may charge the **customer** the administrative fee charged by its bank.

9. RESTRICTION OR DISCONNECTION OF WATER AND SEWERAGE SERVICES

9.1 For Non-payment

9.1.1 If a **customer** does not pay an amount owed to **City West Water**, then **City West Water** may restrict the supply of water to the **customer**.

9.1.2 **City West Water** will not take action to restrict the supply of water unless it has taken the steps detailed in clause 8.7.

9.1.3 Exceptions

City West Water will not apply a restriction to a **customer's** water supply if:

- the amount owed by the **customer** is less than \$100;
- the **customer** has registered with **City West Water** as requiring a supply of water, and the registration is for health reasons, as set out in clause 4.9;
- it is a Friday, a weekend, a public holiday, or the day before a public holiday, or after 3.00 pm on a weekday;
- the **customer** is eligible and has lodged a claim for a Government-funded concession, but has not yet been granted the concession;
- the **customer** has applied for a Water Rates and Charges Relief Grant and the claim has not yet been decided;
- there is a dispute between the **customer** and **City West Water** about the amount unpaid which has not been resolved as set out in clauses 15.5 and 15.6. However, restriction may result if the **customer** does not pay any amount which is not in dispute;
- the **customer** is a **tenant** and the amount unpaid is owed by the property owner; or
- the **customer** is a **tenant** and has lodged, and provided proof to **City West Water** of, a claim with the Residential Tenancies Tribunal against the **landlord** for the amount unpaid, and the claim has not been decided.

9.2 For Other Reasons

9.2.1 **City West Water** may restrict the supply of water to a **customer** if:

- **City West Water** believes that private works for the supply of water to the **customer**:
 - are inadequate or not properly constructed or **maintained**, and has given the property owner notice to repair or carry out **maintenance** on those private works, and the notice has not been complied with; or
 - do not comply with regulations made under the **Building Act 1993**; or
- the **customer** has breached any provision of the **Water Industry Act 1994** dealing with the use or taking of water; or
- the **customer** has refused entry to an employee or contractor of **City West Water** who was investigating such a breach.

9.2.2 **City West Water** may disconnect a property from its system if the owner or owner/occupier has **failed to comply** with a notice from **City West Water** to:

- remedy a breach of the **Water Industry Act 1994** or **Building Act 1993**, or any other relevant legislation or regulations, or a requirement made by **City West Water** under the relevant Act; or
- disconnect the property from **City West Water's** system.

9.3 Minimum Flow Rate During Restriction

9.3.1 Where **City West Water** restricts the supply of water, the flow rate will be at least 2 litres per minute at the tap nearest the meter.

9.3.2 **Customers** who believe that restriction will cause a health hazard should contact **City West Water's** Enquiries on 13 1971.

9.4 Restoring Water Supply

9.4.1 If a **customer's** water supply or sewerage service has been restricted or disconnected, **City West Water** will restore the service following:

- payment of bills for which the restriction or disconnection occurred; or
- agreement with the **customer** on how those bills will be paid; or
- rectification of the reason for restriction or disconnection; and
- payment of any restriction or restoration fee set out in the Schedule of Fees and Charges.

9.4.2 **City West Water** will restore the **customer's** service within 24 hours, or on the same day if the above conditions are met before 3 pm.

9.5 Disconnection by the Customer

9.5.1 Under the **Water Industry Act 1994**, a **customer** who owns a property may, with **City West Water's** written consent, disconnect the property from the water main or sewer branch to which it is connected.

9.5.2 **City West Water** is not required to consent if it believes that disconnection of the **customer's** property from its water or sewerage systems would endanger public health or the environment.

9.5.3 Disconnection of a **customer's** property terminates this contract as set out in clause 3.3.

10. METERS

10.1 Measuring Water Supplied

10.1.1 The volume of water supplied to a **customer's** property will be measured by a meter approved by **City West Water**. The **customer** will only be charged for the volume of water measured by a meter except where the meter has failed a test in accordance with clause 10.5 or an estimate has been required in accordance with clause 10.6.

10.2 Installation

10.2.1 A meter can only be installed at the initiative of **City West Water**, the property owner or the Body Corporate.

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

10.2.3 The meter will be:

- supplied or approved by **City West Water**;
- installed in accordance with all legislative requirements, and any conditions imposed by **City West Water** either by
 - a licensed plumber; or
 - **City West Water**; and

- *maintained* by **City West Water** at no extra cost to the *customer* unless the *customer* has damaged the meter, or the meter has not been installed by a licensed plumber in accordance with legislative requirements or conditions imposed by **City West Water**, and is owned by **City West Water** once it has been installed.

10.3 Ensuring Access

- 10.3.1 The *customer* will ensure that the meter is accessible for reading, testing, inspection and replacement by **City West Water**.
- 10.3.2 **City West Water** may serve notice on the *customer* to make the meter accessible, under the provisions of the **Water Industry Act 1994**, which are summarised in clause 11.2.
- 10.3.3 Residential property owners will make every effort to install the meter where it can be read without the meter-reader having to enter the *residence*. The same obligation applies to **City West Water** if it installs the meter.
- 10.3.4 The *customer* can, on payment of an amount, set out in **City West Water's** Schedule of Fees and Charges, arrange for a remote meter-reading device to be installed. This will allow the meter to be read away from the meter itself, such as on the fence line of the property. **City West Water** will still require occasional access to the meter.

10.4 Readings by the Customer

- 10.4.1 If **City West Water** is unable to gain access to read the meter on a *customer's* property, the *customer* may be asked to read it and advise **City West Water**.

10.5 Meter Testing

- 10.5.1 **City West Water** may at any time, and will within 10 working days of a request from a *customer*, test the meter which has been installed to measure and record the amount of water supplied to the *customer* to ascertain whether or not the meter is accurate. *Customers* should contact **City West Water's** Enquiries on 13 1971 if they would like a copy of a brochure titled "When your account seems higher than normal".
- 10.5.2 Before testing the meter, **City West Water** may first ask the *customer* to perform a test to show whether there is a *leak* in the pipes on the *customer's* property.
- 10.5.3 If required, **City West Water** will conduct the test and calculate the measurement error in accordance with a method which:
- is representative of the *customers'* consumption patterns; and
 - which has been approved by the National Standards Commission.
- 10.5.4 If the test shows that the meter is reading high by an error measurement greater than 2 per cent, **City West Water** will:
- replace the meter at its expense; and
 - refund any charge paid by the *customer* for the test; and
 - refund or credit any amount overcharged in accordance with clause 7.10;
- except where the conditions stipulated in subclause 10.2.3 are not met. **City West Water** may, in such cases, replace the meter at the owner's expense.
- 10.5.5 The costs of the test will be met by the *customer* in accordance with subclauses 10.2.3 and 10.5.4.
- 10.5.6 A copy of the test report will be provided to the *customer* within 5 days of **City West Water** receiving the test report.
- ### 10.6 Estimated Meter Readings
- 10.6.1 **City West Water** will endeavour to ensure that all *customers* have an actual meter reading at least once every 12 months.
- 10.6.2 **City West Water** may estimate the reading if:
- the *customer* refuses or fails to read the meter when requested to do so; or
 - the meter is inaccurate as set out in clause 10.5.

- 10.6.3 In estimating the reading, **City West Water** will base the estimate on the **customer's** usage history at the property (if available), using any method specified under the **Water Industry Act 1994**.

11. RESPONSIBILITIES FOR MAINTENANCE

11.1 Plumbing and Pipes

All on-site plumbing work from the outlet of any water meter or upstream from the sewer property connection point will be undertaken by a licensed or registered plumber, as required by Part 12A of the **Building Act 1993**.

- 11.1.1 The responsibilities of the property owner and plumber are also set out in Part 12A of the **Building Act 1993**.

11.1.2 *Between the meter assembly and taps*

The property owner is responsible for **maintenance** of all plumbing from the taps and appliances to the **meter assembly**, or to the property boundary where there is no **meter assembly** or the **meter assembly** is not accessible at all times.

11.1.3 *The meter assembly and stop tap*

City West Water is responsible for **maintenance** of the **meter assembly**, including the stop tap at the meter.

11.1.4 *Between the main and meter (property service pipe)*

The property owner is responsible for the **property service pipe** if it is over 50 mm in diameter.

City West Water is responsible for **maintenance** of the **property service pipe** if it is 50 mm in diameter or less.

However, if **City West Water** replaces a galvanised iron **property service pipe** for any reason other than it was leaking, the property owner is responsible for the cost of replacement. In the case of a single residential dwelling the property owner is only responsible for the cost of replacement up to \$500, with **City West Water** being responsible for the cost in excess of \$500.

11.1.5 *Private extensions and fire services*

The property owner is responsible for **maintenance** of:

- private fire services up to and including the valve at the water main;
- private extensions or trunk services up to and including the ferrule; and
- **property service pipes** from private extensions.

11.1.6 *Backflow prevention devices*

The property owner is responsible for **maintenance** of any **backflow prevention device** which has been installed at the outlet of the meter.

11.1.7 *Sewerage pipes*

The property owner is responsible for **maintenance** of all plumbing and fixtures up to the point of connection with **City West Water's** sewer branch. In most cases, the point of connection with the sewer branch is inside the property. If an owner does not know where the point of connection is, they should contact **City West Water's** Enquiries on 13 1971.

- 11.1.8 **Customers** should contact **City West Water's** Enquiries on 13 1971 if they would like a copy of a brochure titled "Your domestic water and **sewerage services** - who pays for repairing them?". This brochure is also available in the **5 main LOEB languages**.

11.2 Notice to Repair

- 11.2.1 The property owner may be required to undertake **maintenance** work under the **Water Industry Act 1994** or the **Building Act 1993**.

- 11.2.2 Under circumstances specified in the **Water Industry Act 1994**, **City West Water** may deliver notice to a property owner requiring the property owner to:
- **maintain** works on the property, or disconnect the property from **City West Water's** system;
 - remedy a contravention of the Act or a requirement made by **City West Water** under the Act; or
 - remedy a flow rate of less than 2 litres per minute at the tap at the water meter (or if no tap is located there, at the outlet of the **property service pipe**), provided it is the **maintenance** responsibility of the property owner.
- 11.2.3 If the property owner **fails to comply**, the **Water Industry Act 1994** provides that **City West Water** may take the action specified in the notice and charge the owner the reasonable costs for which the owner is responsible.
- 11.2.4 The notice given to a property owner to take the action specified will be reasonable, and not less than 48 hours after the notice has been delivered.
- 11.2.5 If **City West Water** has been advised that the property is occupied by a **tenant**, a copy of the notice will be forwarded to that **tenant**, for information.
- 11.3 Removal of Trees**
- 11.3.1 If **City West Water** decides that a tree on a property is obstructing or damaging its water or sewerage system, or is likely to do so, it may require the property owner to remove the tree under the **Water Industry Act 1994**.
- 11.3.2 **City West Water** will first give the property owner 7 days' notice in writing of a requirement for a tree to be removed. If the property owner believes that the decision of **City West Water** is unreasonable, he or she may, within that 7-day period, apply to **City West Water** to have the decision reviewed.
- 11.3.3 Compensation may be required to be paid by **City West Water** to the property owner if the tree required to be removed is not on land over which:
- an easement exists in favour of **City West Water**; or
 - an easement exists for water supply, sewerage or drainage purposes.
- 11.3.4 If **City West Water** still decides that the tree is to be removed and the property owner still does not agree with this decision, he or she may apply to the Administrative Appeals Tribunal to have the decision reviewed.
- 11.3.5 If the property owner does not apply to the Tribunal, and does not remove the tree, then **City West Water** may give notice that if the tree is not removed within 21 days, it will remove the tree and recover the reasonable cost of removal from the property owner.
- 11.3.6 If **City West Water** has been advised that the property is occupied by a **tenant**, a copy of the notice will be forwarded to that **tenant**, for information.
- 11.3.7 **Customers** should contact **City West Water's** Enquiries on 13 1971 if they would like a copy of the brochure titled "What's growing underground?". This brochure is also available in the **5 main LOEB languages**.
- 11.4 Customer Applications**
- 11.4.1 **Customers** may be required to lodge various **written applications** with **City West Water**. Subject to **written applications** being satisfactorily completed, **City West Water** will use all endeavours to respond to the **written applications** within the following time:
- Complex sewerage connection applications - within 14 days;
 - Other sewerage connection applications - within 5 days;
 - Build over assets/easements applications - within 14 days; and
 - Water supply connection applications - within 14 days.

11.5 City West Water Asset Location Information

11.5.1 *City West Water's customers* can obtain information about the location of *City West Water's* sewerage and water pipes.

11.5.2 *Inside the property*

After receiving a request for a plan of *City West Water's* assets, a response will be provided to the customer within 5 working days. A request must include the payment of an appropriate fee and the provision of adequate details. The response may consist of a plan of the *customer's* property which will contain specific details such as pipe diameter, pipe offset from property boundary and pipe depth.

11.5.3 *External to property*

City West Water contributes to and participates in a service known as "Melbourne One Call Service" (MOCS). When *customers* carry out excavations external to their property they should telephone MOCS on 1100, at no cost, to obtain the location of water and sewerage pipes.

11.6 Building Work by the Customer

11.6.1 Under the **Water Industry Act 1994**, *customers* will not, without the prior consent of *City West Water*, undertake any building or construction work:

- which may interfere with *City West Water's* water supply or sewerage systems;
- over easements for water supply, sewerage or drainage purposes;
- over, or next to, *City West Water's* water supply and sewerage systems.

11.7 Altering Connections

11.7.1 Under the **Water Industry Act 1994**, *customers* will not alter any works connected to *City West Water's* works without *City West Water's* consent.

11.7.2 If *customers* replace any metal water pipes with new plastic pipes, they should check that the electricity supply at their property is still appropriately 'earthed'.

11.8 Damage and Illegal Work

11.8.1 *City West Water* is not responsible for any:

- damage caused by a *customer*; or
- illegally connected services.

11.8.2 To enhance *customers'* understanding about illegal work and the damage it can cause, *City West Water* will undertake smoke testing programs to identify illegal connections and make available an illegal connections brochure, available by contacting *City West Water's* Enquiries on 13 1971.

12. WORKS BY CITY WEST WATER**12.1 Customer Notice for Planned Works**

12.1.1 *City West Water* will sometimes need to carry out *planned* construction *works*.

12.1.2 *City West Water* will provide 5 working days' notice to *customers* who are likely to be affected by these works, except in emergencies. (See clause 12.2). The "Notice of *Planned Interruption*" cards will be available in English, with a summary of information in the 5 main *LOEB languages*.

12.2 Notice in Emergencies

12.2.1 In an emergency, *City West Water* will inform *customers*, wherever possible, when it needs to enter their property to inspect or *maintain City West Water's* water supply and sewerage systems.

12.3 Restoring the Street or Property

12.3.1 Where *City West Water* opens or breaks up the soil or pavement of any street or property, it will, as soon as reasonably possible:

- fill in the ground;
- ensure that the street is repaired by the local council; and
- remove any rubbish caused by *City West Water*;

so as to leave the street or property in a state as near as possible to the state it was in prior to the work done by *City West Water*.

12.4 Safety Fencing and Lighting

12.4.1 *City West Water* will also ensure that, where any soil or pavement on any street has been opened or broken up by it, those areas are properly fenced and, where appropriate, lit so they do not constitute a hazard.

12.4.2 This will be done in accordance with any standards set by Vic Roads and any other applicable health and safety standards.

12.5 Contribution to New Works

12.5.1 Under the **Water Industry Act 1994**, if *City West Water* intends to provide new or improved services which will benefit a property, it may require the property owner to meet or contribute to the cost of any related works.

12.5.2 Where this occurs, *City West Water* will give the owner a notice setting out:

- the amount payable;
- the reason why payment is required;
- details of the new works or services to be provided; and
- details of the owner's right to object to the payment.

12.5.3 Within one month of receiving this notice (or a longer time allowed by *City West Water* in the notice), the owner may object to the payment. *City West Water* will review its decision based on that objection. If *City West Water* decides to proceed with the new works or services, the owner may have the decision reviewed by the Administrative Appeals Tribunal.

12.5.4 *City West Water* is required to have regard to the requirements of the Consumer Credit Code in negotiating the terms and payments of any agreement with *customers*.

13. ENTERING A CUSTOMER'S PROPERTY

13.1 Reasons for Entry

13.1.1 Under the **Water Industry Act 1994**, a customer is required to allow *City West Water* to enter their property:

- to inspect, read, test or replace the meter, carry out *planned works*, inspect new drainage or plumbing connections, alter existing connections, or restrict the water supply in accordance with Part 9;
- in an emergency;
- to inspect works or make any test to find out whether the **Water Industry Act 1994** is being complied with;
- to remove trees as set out in clause 11.3; or
- for trade waste inspections.

13.2 Customer Notice

13.2.1 Under the **Water Industry Act 1994**, *City West Water* will give a *customer* 5 working days' notice of entry onto their property for works, except in an emergency or if the *customer* consents to a shorter time.

13.2.2 No notice is required for meter readings or *trade waste* inspections.

13.3 Times of Entry

13.3.1 Under the **Water Industry Act 1994**, *City West Water* will not enter residential properties outside the hours of 7.30 am to 6.00 pm unless:

- the occupier consents;
 - **City West Water** has reasonable grounds for believing that the **Water Industry Act 1994** is not being complied with by the occupier; or
 - an emergency exists.
- 13.3.2 In the case of **trade waste** inspections, this restriction on entry times does not apply. However, **City West Water** will enter the property only at times it reasonably believes the property is in operation, unless it is an emergency.
- 13.4 Impact on Customers' Properties**
- 13.4.1 Under the **Water Industry Act 1994**, **City West Water** is required to ensure that, where its employees or contractors enter a **customer's** property, they:
- cause as little harm or inconvenience as possible;
 - only stay on the property for as long as is reasonably necessary;
 - remove all rubbish and equipment they have brought onto the property; and
 - leave the property, as nearly as possible, in the condition that they found it.
- 13.5 Keys held by City West Water or its Contractors**
- 13.5.1 Where **City West Water** or its contractors hold keys to a **customer's** premises, these will be held in safe custody and returned when the **customer** notifies **City West Water** of their vacation of the property.
- 13.6 Entry when Premises are Unoccupied**
- 13.6.1 Where an employee or contractor of **City West Water** enters a **customer's** premises when the premises are unoccupied (except for the purposes of reading an easily accessible meter), the employee or contractor will leave a notice stating the time, date and purpose of entry and their identity.
- 13.7 Identification**
- 13.7.1 Employees or contractors of **City West Water** will carry identification, which will be produced or displayed at the time of entering a **customer's** property.
- 13.8 Notifying City West Water of Dangers**
- 13.8.1 **Customers** are required to advise **City West Water's** employees and contractors of anything on their property that they know could be dangerous to the employees or contractors, such as a savage dog.
- 14. CONSULTATION AND INFORMATION**
- 14.1 Involving Customers in Service Planning**
- 14.1.1 **City West Water** will establish committees and other forums to enable the contribution of community expertise and advice to **City West Water's** service planning and decision making process. At present, **City West Water** has established a Customer Feedback Forum for general community advice and a Community Liaison Committee to contribute to the development of **City West Water's** Environment Improvement Plan.
- 14.2 Customer Survey**
- 14.2.1 **City West Water** will survey a representative sample of customers about the performance of **City West Water** at least once each year.
- 14.2.2 The survey will be carried out in a way approved by the Office of the Regulator-General, and the results will be published annually by **City West Water**.
- 14.3 Monitoring Water Quality**
- 14.3.1 **City West Water** is required to publish the results of its water quality monitoring programs annually.
- 14.4 Requests for Information**
- 14.4.1 **City West Water** will respond to requests for information consistent with normal commercial practices and in the time specified in clause 15.2.

14.4.2 Billing history

On request, **City West Water** will provide a **customer**, or their representative with written authorisation, with copies of any documents it has concerning the **customer's** billing history and, subject to subclause 14.4.3, which are reasonably available.

14.4.3 **City West Water** will ensure that the last 3 years of a **customer's** billing history (volume of water used, charges and payments) is stored in such a way that information can be provided quickly and at no cost to the **customer** during a phone **enquiry**.

14.4.4 **City West Water** will provide copies of the following materials to **customers** on request:

- this Contract, the **Customer Charter**, and **City West Water's** licence;
- the results of the **customer** survey referred to in clause 14.2;
- the results of the water quality monitoring program referred to in clause 14.3;
- its water quality improvement programs;
- educational material about water conservation;
- a current Schedule of Fees and Charges, including prices as per subclause 7.3.1;
- current lists of local offices and emergency telephone numbers; and
- materials for **customers** with special communication needs, providing information about this Contract and **City West Water's water supply and sewerage services**.

14.4.5 Under the **Water Industry Act 1994**, any **person** may obtain an information statement in relation to any **customer's** property, on payment of an application fee to **City West Water**.

14.4.6 The information statement will specify:

- any rates and charges required to be billed by **City West Water** on behalf of Melbourne Water Corporation and Parks Victoria;
- any encumbrances and outstanding orders relating to the property; and
- any outstanding amounts owed to Melbourne Water Corporation or Parks Victoria, inclusive of charges for the billing period then in operation.

14.4.7 **City West Water** will respond to **written applications** by providing statements on:

- rates, charges and outstanding amounts owing within 5 days; and
- encumbrance and outstanding orders within 14 days.

14.5 Privacy

14.5.1 **City West Water** is obliged to keep **customer** information confidential consistent with guidelines issued by the Office of the Regulator-General.

14.5.2 Further information on **City West Water's** obligations can be obtained by contacting **City West Water's** Enquiries on 13 1971.

15. ENQUIRIES, COMPLAINTS AND DISPUTE RESOLUTION**15.1 Phone Enquiries**

15.1.1 A **customer** may telephone **City West Water's** Enquiries on 13 1971 during normal business hours to enquire about a bill, payment options, concession entitlements or other information about **City West Water's** services.

15.1.2 **City West Water** is committed to providing a comprehensive range of contact options, including 24-hour access via telephone to the Interactive Voice Response option and 24-hour access to the Internet.

15.1.3 The **customer** will be given prompt, courteous and helpful replies and will be told the name of the person who is handling the **enquiry**.

15.2 Written Enquiries

15.2.1 **Customers** may also make written **enquiries** to Locked Bag 350 Sunshine Victoria 3020.

- 15.2.2 If a **customer** asks for a written reply, **City West Water** will send one to the customer within 10 working days of receiving the **enquiry**. The reply will either:
- deal with the substance of the **enquiry**; or
 - tell the **customer** when they will receive such a reply, if the **enquiry** is a complex one.
- 15.2.3 If a **customer** does not ask for a written reply, **City West Water** may answer the **enquiry** by a telephone call, within 10 working days of receiving the **enquiry**.

15.3 Complaints

- 15.3.1 If a **customer** has a **complaint**, the **customer** should first contact the Customer Service area of **City West Water**, either in writing at Locked Bag 350 Sunshine Victoria 3020 or by telephoning **City West Water's** Enquiries on 13 1971.
- 15.3.2 The **complaint** will be handled according to the procedure for **enquiries**, as set out in clauses 15.1 and 15.2. In its reply, **City West Water** will inform the **customer** of **City West Water's** conclusions and the reasons for those conclusions.

15.4 Complaints Review

- 15.4.1 If a **customer** is not satisfied with **City West Water's** response to a **complaint**, they may have the **complaint** referred to an appropriate manager for review.
- 15.4.2 If the **customer** is still not satisfied with the response, the complaint will be reviewed by a senior manager of **City West Water**. That manager will ensure that the **complaint** has been properly investigated and that the final decision has taken into account the **customer's** rights and obligations.
- 15.4.3 **City West Water** is committed to giving **customers' complaints** high priority and ensuring a rapid response. Each **complaint** will be presented for a discussion to the weekly executive management committee within a week of receipt and a response to the complaint will be made within 8 working days of the meeting.
- 15.4.4 A review of a **complaint** will be handled according to the procedure for **enquiries** (see clauses 15.1, 15.2 and 15.3). In its reply, **City West Water** will inform the **customer** of:
- **City West Water's** conclusions and the reasons for those conclusions, including details as to the legislative or policy basis for the conclusions, if appropriate; and
 - any external dispute resolution forum through which the **customer** can pursue the **complaint**, such as the Office of Fair Trading and Business Affairs, the Small Claims Tribunal, the Administrative Appeals Tribunal, the Environment Protection Authority, or the courts.

15.5 When a Dispute may be Resolved

- 15.5.1 A dispute may be considered to be resolved if:
- **City West Water** has informed the **customer** of its decision on the **customer's complaint** and the outcome of any review, as set out in clauses 15.3 and 15.4, and 10 working days have passed during which time the **customer** has not:
 - sought a further review as set out in clause 15.4; or
 - lodged a claim in an external dispute resolution forum; or
 - the **customer** has lodged a claim in an external dispute resolution forum, and the claim has been finalised.

15.6 Billing Disputes

- 15.6.1 If a **complaint** involves a dispute over an amount of money to be paid by a **customer**, **City West Water** will not seek this amount from the **customer** unless the dispute has been resolved in favour of **City West Water**, as set out in clause 15.5.
- 15.6.2 The **customer** must pay any other amount owed to **City West Water** which does not directly relate to the **complaint**.

15.7 Record of Complaints

15.7.1 *City West Water* will keep a record of all **customer complaints** and its responses to those **complaints**.

15.7.2 *City West Water* is required to make the record available to the Office of the Regulator-General, which will publish comparisons between the retail licensees.

15.8 Complaints by City West Water

15.8.1 If *City West Water* believes a **customer** has failed to perform their obligations under this Contract, it will try in good faith to resolve any dispute directly with the **customer**.

15.8.2 If, after doing so, *City West Water* still believes the **customer** is in breach of this Contract, it may be able to take enforcement action under the **Water Industry Act 1994** and in the courts.

16. SERVICE STANDARDS AND COMPENSATION**16.1 General Service and Product Standards**

16.1.1 *City West Water* will comply with its general obligations under the **Trade Practices Act 1974** and will provide any services under this Contract with due care and skill. Any materials provided by *City West Water* in connection with those services will be reasonably fit for the purpose for which they are provided.

16.2 General Right to Compensation

16.2.1 If *City West Water* breaches this contract or otherwise fails to perform its functions adequately, and a **customer** has suffered any financial loss as a result, then the **customer** may have a right to claim for compensation or seek rectification from *City West Water*.

16.2.2 In such cases, the **customer's** right to compensation may arise under this contract, the **Water Industry Act 1994**, the **Fair Trading Act 1984**, the **Building Act 1993** or the **Trade Practices Act 1974**.

17. DEFINITIONS

5 main LOEB languages means Italian, Greek, Maltese, Vietnamese and Chinese (Mandarin) - identified by Australian Bureau of Statistics data (1996) as the main **LOEB** languages spoken within **City West Water's** area of operation.

Arrears mean an amount of money owed to **City West Water** by a **customer**.

Backflow Prevention Device means a device, which will be of a type approved under Part 12A of the **Building Act 1993**, used to prevent contaminants from being introduced into **City West Water's** water supply system from a **customer's** water system.

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

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

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

Customer has the meaning given in clause 2.1.

Customer Charter means the summarised version of this Customer Contract for quick reading and reference.

Domestic waste water means waste water discharged from domestic fixtures other than toilets, bidets or kitchen sinks.

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

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

Failure to comply with an instalment plan means that, when a payment is due, two previous payments are outstanding.

Interruption means:

- in the case of a **customer's** water supply, a total loss of water, by **City West Water** to the **customer**; or
- in the case of a **customer's sewerage service**, the **customer** is unable to dispose of **sewage** through the sewer pipes on their property into **City West Water's** sewerage system.

Landlord means any **person** who leases or rents a property to a **customer**.

LOEB is the acronym for Language-Other-than-English Background.

Maintain/Maintenance includes repair and replacement.

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

Minister means the **Minister** administering the **Water Industry Act 1994**.

Peak summer demand means demand for water on any day immediately following two or more days of temperatures exceeding 35 degrees Celsius in **City West Water's** licence area.

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

Planned interruption means an **interruption** which is caused by **City West Water** to allow **planned maintenance** or augmentation to be carried out.

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

Property service pipe means the pipe from *City West Water's* water main to the **meter assembly**, or to the stop tap near the property boundary where no meter is fitted.

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

Residence means the building in which the **customer** lives.

Sewage means any human excreta or domestic water-borne waste, whether untreated or partially treated. It does not include **trade waste** or storm water.

Sewerage services means the functions described in section 90 of the **Water Industry Act 1994** and the duties set out in *City West Water's* licence.

Tenant means a **customer** who leases or rents a property from another **person**.

Trade waste has the definition given in regulations made under the **Water Industry Act 1994**.

Unplanned interruption means an **interruption** which is caused by a fault in *City West Water's* system or a fault which is the **maintenance** responsibility of *City West Water* as set out in clause 11.1.

Water Industry Act 1994 includes all amendments to, and any regulations made under, that Act.

Water supply services means the functions described in section 80 of the **Water Industry Act 1994** and the duties set out in *City West Water's* licence.

Written application means the official *City West Water* application, a building plan showing the proposed building works (where applicable), a fee (where applicable), and any other information that may be requested by *City West Water*.

ATTACHMENT 1

Nominated zones for water quality works programs.

Map A1 of *City West Water's* Licence shows the location of the zones. **Customers** may contact *City West Water* to obtain further details on the zone boundaries and the nature of the works programs.

AREA	DATE		
Werribee	June 1998	Altona	June 1998
Sydenham	June 1998	East Keilor	June 1998
St Albans	June 1998	Tullamarine	June 1998

**SCHEDULE 1
SOUTH EAST WATER**



SOUTH EAST WATER LIMITED

A.C.N. 066 902 547

CUSTOMER CONTRACT

4th Edition
Effective from April 1998

As approved by the Office of the Regulator-General

TELEPHONE CONTACT NUMBERS

**Faults and Emergencies
132 812**

**Account Enquiries
131 851**

**Trade Waste Enquiries
131694**

**General Enquiries
131 694**

**Hearing Impaired Service
8543 3322**

MAILING ADDRESSES

General Enquiries / Complaints

**P O Box 1382
MOORABBIN VIC 3189**

Payment of Accounts:

**GPO Box 1691P
MELBOURNE VIC 3001**

WEB SITE

www.sewl.com.au

CONTENTS

1	WHAT IS THIS DOCUMENT?	5
1.1	The Customer Contract and Charter	
1.2	Who is South East Water?	
1.3	Separate written agreements	
1.4	Obtaining the Contract and Charter	
1.5	Variations	
1.6	Notification to customers	
1.7	Contacts for more information	
1.8	Defined terms	
2	WHO IS COVERED BY THIS CONTRACT?	6
2.1	The customer	
2.2	Customer's Property	
2.3	South East Water's employees & contractors	
3	WHEN DOES THIS CONTRACT COMMENCE AND TERMINATE?	6
3.1	Commencement dates	
3.2	The previous contract	
3.3	Terminating the contract	
4	WATER SUPPLY SERVICES	7
4.1	Connected properties	
4.2	Flow rate	
4.3	Drought and emergency response plans	
4.4	Water quality	
4.5	Rectifying a sub-standard supply	
4.6	Unplanned interruptions	
4.7	Bursts or Leaks	
4.8	Notice of planned interruptions	
4.9	Registering for health or special needs	
5	SEWERAGE SUPPLY SERVICES	9
5.1	Connected properties	
5.2	Rectifying a sub-standard supply	
5.3	Interruptions of Sewerage Services	
5.4	Sewage spills	
5.5	Sewer blockages	
5.6	Trade waste	
5.7	Restrictions on use of the sewerage system	
6	CONSERVING WATER	11
6.1	Reducing accounts by saving water	
6.2	Recycled water	
6.3	Rainwater, composting toilets and re-use of domestic wastewater	
7	SOUTH EAST WATER'S CHARGES AND METHODS OF BILLING	11
7.1	Liability for charges	
7.2	How charges may be varied	
7.3	Notification of price changes	
7.4	Calculation of Sewage Disposal Charge	
7.5	When bills are sent	
7.6	How bills are sent	
7.7	Information on the bill	
7.8	Undercharging	
7.9	Overcharging	
7.10	Giving notice when vacating	
7.11	Statement of outstanding usage charges	
8	PAYING THE BILL	15
8.1	When payment is due	
8.2	How payment can be made	
8.3	Concessions	
8.4	Payment difficulties	
8.5	Paying by instalments	
8.6	Direct debits	
8.7	Collection cycle	
8.8	Charge for dishonoured payments	
8.9	Account Relief Assistance	

9	RESTRICTION OR DISCONNECTION OF WATER AND SEWERAGE SERVICES	18
9.1	For non-payment	
9.2	For other reasons	
9.3	Minimum flow rate during restrictions	
10	METERS	20
10.1	Measuring water supplied	
10.2	Installation	
10.3	Ensuring access	
11	RESPONSIBILITIES FOR MAINTENANCE	21
11.1	Plumbing and pipes	
11.2	Notice to repair	
11.3	Removal of trees	
12	WORKS BY SOUTH EAST WATER	23
12.1	Customer notice for planned works	
12.2	Notice in emergencies	
12.3	Restoring the street or property	
13	ENTRY ONTO CUSTOMER'S PROPERTY BY SOUTH EAST WATER	24
13.1	Reasons for entry	
13.2	Customer notice	
13.3	Times of entry	
13.4	Impact on customers' properties	
14	CONSULTATION AND INFORMATION	26
14.1	Involving customers in service planning	
14.2	Customer Survey	
14.3	Monitoring of water quality	
15	ENQUIRIES, COMPLAINTS AND DISPUTE RESOLUTION	27
15.1	Phone enquiries	
15.2	Written enquiries	
15.3	Complaints	
15.4	Complaints review	
16	SERVICE STANDARDS AND COMPENSATION	29
16.1	General service and product standards	
16.2	General right to compensation	
17	DEFINITIONS	29
ATTACHMENT 1	Nominated Zones for Water Quality Improvement Programs	31

1. WHAT IS THIS DOCUMENT?**1.1 The Customer Contract and Charter**

1.1.1 This contract sets out the terms under which *South East Water* provides *water supply, sewerage* and trade *waste services* to its *customers*. It sets out the rights and obligations of *South East Water* and its customers and explains *customers'* rights in any dispute with *South East Water*.

1.1.2 This contract is a requirement of the **Water Industry Act 1994**. It has been approved by the Office of the Regulator-General, which regulates metropolitan water and sewerage retail licences, including *South East Water*.

1.1.3 This contract is summarised in a document called the Customer Charter.

1.2 Who is South East Water?

1.2.1 *South East Water* is a State-owned company which supplies water and collects *sewage* in its licence area. It is one of three retail companies servicing the Melbourne area.

1.2.2 The retail companies were established from the Melbourne Water Corporation (formerly the Melbourne and Metropolitan Board of Works), along with Parks Victoria (formerly Melbourne Parks and Waterways), which maintain the community values of Melbourne's parks and waterways.

1.3 Separate written agreements

1.3.1 If a *customer* covered by the contract has a separate written agreement with *South East Water*, any provisions of this contract which are inconsistent with that agreement will not apply.

1.3.2 However, a separate agreement made on or after 1 April 1998 cannot reduce the rights or increase the obligations of a customer without giving some corresponding benefit, whether financial or otherwise.

1.4 Obtaining the Contract and Charter

1.4.1 *Customers* will be sent a full copy of this contract, free of charge if they phone **131 694** and ask for one.

1.4.2 New *customers* will get a copy of the Customer Charter with the first bill they receive after 1 April 1998.

1.5 Variations

1.5.1 *South East Water* may only vary this contract as it applied to its *customers*

- after consultation with the customer committee (known as the Customer Advisory Committee) established by it to enable community input into this contract; and
- with the approval of the Office of the Regulator-General.

1.6 Notification to customers

1.6.1 *South East Water* will provide *customers* with a written copy of any variations to this contract which affect the *customer's* rights and obligations, with their next bill.

1.7 Contacts for more information

1.7.1 For further information about this contract or the Customer Charter, *customers* can contact *South East Water* by telephone on **131 694** or by writing to **P O Box 1382, MOORABBIN VIC 3189**.

1.8 Defined terms

Terms in this contract which have been defined in Part 17 *appear like this*.

2. WHO IS COVERED BY THIS CONTRACT?**2.1 The customer**

2.1.1 A *person* is a *customer* and is covered by this contract if they:

- own and occupy a serviced property connected to *South East Water's* water or sewerage systems;
- own a serviced property which is connected to *South East Water's* water or sewerage system, but do not occupy it - for example, a *landlord* or an owner of an unoccupied property;
- occupy a serviced property which is connected to *South East Water's* water or sewerage system and are liable to pay water usage or sewage disposal charges as set out in clause 7.1, for example, a tenant or caravan park resident; or
- have entered into a separate written agreement with *South East Water* for *water supply* and sewerage services, but only to the extent explained in clause 1.3.

2.1.2 Under the **Water Industry Act 1994**, the owners and occupiers of properties which are not both serviced and connected to *South East Water's* water or sewerage systems are not covered by this contract.

2.2 Customer's Property

2.2.1 Unless the contract states otherwise, 'property' or '*customer's* property' means the property owned and/or occupied by a *customer* within the *South East Water's* area.

2.3 South East Water's employees & contractors

2.3.1 Where this contract imposes an obligation on *South East Water*, the obligation extends to its officers, employees and contractors.

2.3.2 Where this contract confers a right on *South East Water*, its officers, employees and contractors may enjoy the right to the extent permitted by *South East Water*.

3 WHEN DOES THIS CONTRACT COMMENCE AND TERMINATE?

3.1 Commencement Dates

3.1.1 A *customer* who was already a *customer* on 1 April 1998 (when this contract was approved by the Office of the Regulator-General), is covered by this contract from that date.

3.1.2 Otherwise, a *customer* is covered by this contract from the time they become a customer.

3.2 The previous contract

3.2.1 This version of the *customer* contract replaces any previous implied contract between *South East Water* and its *customers* from 1 April 1998.

3.3 Terminating the contract

3.3.1 This contract will terminate when the *customer* ceases to be a *customer* as defined in clause 2.1, including if the *customer's* property is disconnected from *South East Water's* water and sewerage system as set out in clause 9.5.

3.3.2 However:

- any amount which was owed by the *customer* to *South East Water* remains payable;
- any amount which was owed by *South East Water* to the *customer* remains payable;
- the owner of a disconnected property in *South East Water's* licence area remains liable for rates and charges billed by *South East Water* on behalf of Melbourne Water Corporation or Parks Victoria.

3.3.3 This contract will terminate if *South East Water's* water supply and sewerage licence also terminates.

4 WATER SUPPLY SERVICES

4.1 Connected Properties

4.1.1 If a *customer's* property is connected to *South East Water's* water system, then *South East Water* will supply the *customer* with *water supply services* to meet the *customer's* reasonable needs, except if the water supply is restricted or disconnected in accordance with Part 9.

4.2 Flow Rate

4.2.1 **Customers** have a right to a water supply which at least meets the minimum flow rate shown in this table:

Diameter of the property service pipe	20	25	32	40	50	(millimetres)
Minimum flow rate (litres per minute)	20	35	60	90	160	

Note that:

- single residential properties (houses) usually have a **property service pipe** of 20 mm diameter;
- the flow rate is measured at the water meter (or where no meter is installed, at the tap at the property boundary). Domestic customers can get an indication of the flow rate by testing from the tap at the water meter, provided the tap is in good condition free from corrosion and obstructions and properly maintained;
- otherwise, the flow rate is measured at the outlet of the water **meter**. For safety reasons, measurement at the outlet of the water meter should only be done by **South East Water** or a licensed plumber.

4.2.2 However, **South East Water** is not required to provide a **customer** with the minimum flow rate if:

- the **property service pipe** is the **customer's** responsibility to **maintain** (see clause 11.1) and is damaged or in poor condition; or
- there is a **planned** or **unplanned interruption** of the **customer's** water supply; or
- there is a water shortage due to **peak summer demand**; or
- there is a water shortage due to a **drought** or an emergency;
- Melbourne Water Corporation has informed **South East Water** that the water supply should be reduced to avoid a water shortage in the future; or
- the supply is restricted in accordance with Part 9, whereupon a minimum flow rate of at least 2 litres per minute will apply.

4.3 Drought and Emergency Response Plans

4.3.1 In the case of drought or an emergency, the use of water may be restricted or prohibited in accordance with a schedule of restrictions on the use of water contained in the drought response plan or the emergency response plan of **South East Water**, as approved by the Minister.

4.3.2 **South East Water** will ensure that an up to date copy of its drought response plan and emergency response plan are available at its offices during business hours for inspection on request.

4.3.3 Before submitting a drought response plan or emergency response plan to the Minister for consideration, **South East Water** will advertise draft plans, and call for submissions from the public, in a newspaper circulating generally in any area capable of being affected by the plan.

4.4 Water quality

4.4.1 Pursuant to clause 16.1.1, **Customers** have a right to the supply of drinking water to the outlet of the meter (or to the property boundary if there is no meter) which is clear and free from objectionable odour and taste, and that:

- complies with the health-related parameters of *Guidelines for Drinking Water Quality in Australia 1987*, or any other requirement set by the Department of Human Services, except in the nominated zones listed in Attachment 1 until the date shown there; and
- is at least of equal quality to that provided by Melbourne Water Corporation before 1 January 1995.

- 4.4.2 **South East Water** is not required to provide water quality as outlined in clause 4.4.1 if the **property service pipe** is the responsibility of the **customer** to maintain and is damaged or in poor condition (see clause 11.1).
- 4.4.3 **South East Water** will implement water quality improvement programs in the areas listed in Attachment 1 to be completed by the dates indicated.
- 4.4.4 **South East Water** will conduct water quality monitoring programs.
- 4.5 Rectifying a sub-standard supply**
- 4.5.1 If **South East Water** does not provide a **customer** with a **water supply service**, flow rate, or water quality as set out in clauses 4.1 to 4.4, the **customer** may require **South East Water** to rectify the fault.
- 4.5.2 A **customer** may ask **South East Water**, at the **customer's** own cost, to test whether **South East Water** is providing an adequate flow rate or water quality as set out above in clauses 4.2 and 4.4.
- 4.5.3 If **South East Water** is not meeting those obligations, it will refund the cost of the test and rectify the fault as soon as possible, or within a time agreed by the **customer**.
- 4.6 Unplanned interruptions**
- 4.6.1 **Customers** can expect that they will not experience more than **5 unplanned interruptions** of a **customer's** water supply each year.
- 4.6.2 Where an **unplanned interruption** of the water supply occurs, **South East Water** will minimise inconvenience to **customers** by -
- restoring the water supply as quickly as possible;
 - ensuring **customers** have access to emergency supplies of water; and
 - providing as much information as practicable.
- 4.6.3 **Customers** will be advised of actions which will be taken in case of an **unplanned interruption** in **South East Water's** Customer Charter (see clause 1.4).
- 4.6.4 **South East Water** will ensure that information about any **unplanned interruption** is available on a 24 hour telephone service **132 812** within 30 minutes of **South East Water** being notified of the interruption.
- 4.6.5 The telephone service will advise callers:
- how long the interruption will last, or if this is not yet known, when **South East Water** believes it will be able to estimate the duration; and
 - how to obtain emergency supplies of water, where applicable.
- 4.7 Bursts or Leaks**
- 4.7.1 Where **South East Water** is notified of a **burst or leak** to the water supply system, **South East Water** will attend as quickly as possible and in any case -
- a) within a maximum of 4 hours where the **burst or leak** is causing, or has the potential to cause, substantial or moderate damage or harm to **customers**, property or the environment; or
 - b) within a maximum of 24 hours where the **burst or leak** is causing no discernible impacts on **customers**, property or the environment.
- 4.7.2 **South East Water** will take further action with respect to **bursts or leaks** as defined in 4.7.1(a) as quickly as practicable taking into account -
- the potential or actual impact on all immediately affected **customers**; and
 - the commitment to minimise damage or harm to property or the environment.
- 4.7.3 In respect of a **burst or leak** of the kind described in clause 4.7.1(b) and which is not in need of immediate repair, **South East Water** will notify the **customer** who made the report, and all immediately affected **customers**, of action which will be taken within 10 working days.

4.8 Notice of planned interruptions

- 4.8.1 *South East Water* will inform *customers* in writing of the time and duration of any *planned interruption*, at least 2 working days in advance.

4.9 Registering for health or special needs

- 4.9.1 If a *customer* requires a water supply to operate a life support machine, and this has been confirmed by a hospital, the *customer* may register with *South East Water*.
- 4.9.2 Any *customer* registered with *South East Water* as requiring water for a life support machine will receive a free allowance of 42,000 litres of water every quarter. This free allowance will be reflected in both water usage and sewage disposal charges.
- 4.9.3 For any other special need, the *customer* may apply to register with *South East Water*. *South East Water* will decide whether to register the *customer*.
- 4.9.4 *South East Water* will:
- contact registered *customers* and minimise inconvenience to them, in advance of *planned interruptions* and as soon as possible in the event of *unplanned interruptions*;
 - not restrict a *customer's* water supply for non-payment if their registration is for health reasons (see clause 9.1.3); and
 - inform registered life support machine *customers* of their eligibility for concessions, as set out in clause 8.3.

5 SEWERAGE SUPPLY SERVICES**5.1 Connected Properties**

- 5.1.1 If a *customer's* property is connected to *South East Water's* sewerage system, then *South East Water* will supply the *customer* with sewerage services to meet the *customer's* reasonable needs.
- 5.1.2 The provision of *trade waste* services is however subject to a trade waste agreement or consent as set out in clause 5.6.
- 5.1.3 *South East Water* will take reasonable care to operate the sewerage (collection and transfer) system so that odours are not prevalent, as required by the Environment Protection Authority.

5.2 Rectifying a sub-standard supply

- 5.2.1 If *South East Water* does not provide a *customer* with a *sewerage service* as set out in clause 5.1, the *customer* may require *South East Water* to rectify the fault.

5.3 Interruptions of Sewerage Services

- 5.3.1 *Customers* can expect that they will not experience more than 3 *unplanned interruptions* of a *customer's* sewerage service each year.
- 5.3.2 Where an *unplanned interruption* to a *customer's* sewerage service occurs, *South East Water* will restore the sewerage service as quickly as possible.

5.4 Sewage Spills

- 5.4.1 *South East Water* will make every reasonable effort to minimise *sewage* spills on *customers' properties* due to the failure of *South East Water's* sewerage system.
- 5.4.2 Where *South East Water* is responsible for a *sewage* spill on a *customer's* property, it will ensure that damage and inconvenience to the *customer* are minimised and the areas are cleaned up and, if appropriate, disinfected as quickly as possible to the standard set by the local council.
- 5.4.3 If the *customer* is not satisfied with *South East Water's* actions, advice can be sought from the local council Environmental Health Officer.

5.5 Sewer blockages

- 5.5.1 If a customer's sewer becomes blocked *South East Water* can be contacted for advice (refer clause 11.1.7).

- 5.5.2 If the blockage is in **South East Water's** sewer pipe **South East Water** will clear the blockage at its own cost.
- 5.5.3 If the blockage is in the **customer's** sewer pipe it will be necessary for the **customer** to employ, and pay the cost of, a plumber to clear the blockage.
- 5.5.4 The **Residential Tenancies Act 1980** gives **tenants** the right, under some circumstances, to claim the fee referred to in clause 5.5.3 back from the **landlord**.

5.6 Trade Waste

- 5.6.1 Under **South East Water's** licence, a **customer** may use **South East Water's** sewerage service for the discharge of **trade waste** provided the **customer** has first entered into a **trade waste** agreement with **South East Water**, or **South East Water** has consented to the discharge.
- 5.6.2 **South East Water** must not enter into an agreement for the acceptance of **trade waste** in quantities or of a quality that would - or that is reasonably likely to - endanger human life, risk the safety of any **person** or of the works of **South East Water**, or significantly adversely affect the operation of a sewage treatment plant or any part of the environment.
- 5.6.3 **South East Water** will make available guidelines which advise a **customer** of the standards and requirements for establishing a trade waste agreement or consent, which inform the **customer** of the review and dispute resolution procedures where such agreement or consent cannot be reached and the process if non-compliance with the **trade waste** agreement occurs. **South East Water** may charge a small fee for these guidelines.

5.7 Restrictions on use of the sewerage system

- 5.7.1 Under the **Water Industry Act 1994**, **customers** must not cause or permit anything other than:
- any sewage; or
 - **trade waste** discharged in accordance with a **trade waste** agreement-to be discharged in **South East Water's** sewerage system.

6 CONSERVING WATER

6.1 Reducing accounts by saving water

- 6.1.1 Reducing the amount of water used will reduce a **customer's** usage charges.
- 6.1.2 **South East Water** is required by its licence to develop and carry out programs for the conservation and efficient use of water and information about these programs is available by contacting **131 694**.
- 6.1.3 **South East Water's** will also give **customers** information on how to conserve water, on request.

6.2 Recycled Water

- 6.2.1 The State Environment Protection Policy (waters of Victoria) states that discharge of recycled water to land is preferable 'wherever practicable and environmentally beneficial'. To support this policy **South East Water** may, under a separate agreement, supply **customers** with recycled water which must comply with any standard set by the Environment Protection Authority.
- 6.2.2 Recycled water will only be provided to a **customer** upon request, and only where an adequate supply of recycled water is available.
- 6.2.3 **South East Water** is committed to the reuse of recycled water and may waive volume based charges for recycled water supplied to non-residential **customers**. Supply is subject to availability and some contribution to the cost of any necessary capital infrastructure may be required.

6.3 Rainwater, composting toilets and re-use of domestic wastewater

- 6.3.1 This contract does not prevent **customers** from:
- collecting and using rainwater for their own use;

- installing a composting toilet which does not require connection to the **South East Water's** water or sewerage systems;
 - diverting **domestic wastewater** for non-drinking purposes, such as watering the garden, subject to the necessary requirements of the **Building Act 1993** being met.
- 6.3.2 There are health and/or environmental considerations to be taken into account in installing these systems and local council or other approval may be required.
- 6.3.3 Unless exempted under clause 9.5, **customers** who live in a reticulated sewerage area must maintain a connection to the sewerage system.
- 7 SOUTH EAST WATER'S CHARGES AND METHODS OF BILLING**
- 7.1 Liability for charges**
- 7.1.1 Water and sewerage service charges
- Under the **Water Industry Act 1994** the owner is liable for any water and sewerage service charges, except where the land is Crown Land whereby the occupier is liable for these charges.
- 7.1.2 From 1.7.98, service charges payable by not-for-profit organisations for properties used predominantly for
- education purposes;
 - hospitals and nursing care;
 - religious worship;
 - outdoor sporting and recreational activity; and
 - charity;
- may be eligible for a water and sewerage rebate.
- 7.1.3 *Usage Charges*
- Under the **Water Industry Act 1994**, the occupier of a property is liable for any water usage and sewage disposal charges if:
- the property is occupied by a tenant;
 - their supply of water is measured by a separate meter;
 - the property owner or their agent has notified **South East Water** that the property is so occupied and has given **South East Water** particulars of the occupiers as required by **South East Water**; and
 - **South East Water** has read the meter on receiving that notification;
- and are only liable from the time the meter is read.
- 7.1.4 Otherwise, the property owner is liable for any water usage and **sewage** disposal charges.
- 7.1.5 *Rates and sanitary service charges*
- Under various laws:
- the property owner is liable, unless exempt, for any rates and charges billed by South East Water on behalf of Melbourne Water Corporation and Parks Victoria;
 - the occupier is liable, unless exempt, for any sanitary service charge if the property is non-rateable.
- 7.1.6 **Customers** can obtain further information from **South East Water** by contacting **131 851**.
- 7.2 How charges may be varied**
- 7.2.1 **South East Water's** charges can be varied from time to time. The powers to vary the charges are contained in the **Water Industry Act 1994** and, in the case of charges regulated by a Pricing Order, in that Order.
- 7.2.2 The prices for the following charges are regulated and can only be varied by an Order made by the Governor in Council:

- the service charge for water and/or sewerage;
- the water usage charge and **sewage** disposal charge;
- the **trade waste** charges;
- the water meter removal and testing charge;
- the withdrawal and restoration of water charge; and
- the sanitary service charge for properties otherwise exempt from usage charges

7.3 Notification of price changes

7.3.1 **South East Water** will notify **customers** of any change in charges with their first bill as soon as practicable after the decision to make the change has been taken, including the following:

- the service charge for water and/or sewerage;
- the water usage charge;
- the **sewage** disposal charge;
- the sanitary service charge for non-rateable properties;
- **trade waste** charges; or
- rates and charges billed by **South East Water** on behalf of Melbourne Water Corporation and Parks Victoria.

7.3.2 **South East Water** may also make a public statement detailing any change in the service charges, water usage charge, the **sewage** disposal charge, **trade waste** charge or the sanitary service charge, before the change takes effect.

7.4 Calculation of Sewage Disposal Charge

7.4.1 The volume of sewage disposed of to the sewer, generally cannot be measured at the sewer. Therefore the sewage disposal volume has been estimated from the metered water amount after making allowance for outside garden water use.

7.4.2 **Customers** may apply in writing to **South East Water** for an alternative method of either measuring or estimating the volume of **sewage** disposed of if they consider that the current formula substantially and systematically overstates the volume of **sewage** disposed from their property. **Customers** must provide reasons in support of their application.

7.4.3 **Customers** can obtain further information from **South East Water** by contacting 131 694 during normal working hours.

7.5 When bills are sent

7.5.1 Residential **customers** will be sent bills for service charges, water usage charges and sewage disposal charges shortly after **South East Water** has read the meter or estimated the meter reading as set out in clause 10.6. This will occur quarterly unless the bill is below a \$5 minimum level (in which case the amount will be accumulated to the next bill), or as is otherwise agreed.

7.5.2 Bills for drainage rates collected on behalf of Melbourne Water Corporation may also be sent at this time.

7.5.3 Non-residential **customers** with high water usage and **sewage** disposal may be billed monthly for these charges; the bills will be sent shortly after **South East Water** has read the meter or estimated the meter reading as set out in clause 10.6.

7.5.4 Other non-residential **customers**, unless otherwise agreed, will be billed each quarter for service charges, water usage charge and **sewage** disposal charge and for drainage charges billed on behalf of Melbourne Water Corporation.

7.6 How bills are sent

7.6.1 **South East Water** will issue a bill to -

- the **customer** at the address nominated by the customer;

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

7.6.2 If a *customer* has not notified **South East Water** of an address, the bill will be sent to:

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

7.7 Information on the bill

7.7.1 Subject to clause 7.1, **South East Water** will separately itemise the following charges on any bill issued by it -

- service charges for provision of a water supply and provision of sewerage services;
- a water usage charge, including the date and result of the current and previous meter reading;
- a sewage disposal charge, including the calculated volume of waste water for which the *customer* is being charged and which is deemed to have been disposed of to the sewer; and
- any other charge in connection with the provision of water or sewerage, such as a charge of services provided, either at the request of the *customer* or due to the failure of a *customer* to perform an obligation under this Contract.

7.7.2 **South East Water** will include the following information on each bill for all *customers*:-

- the *customer's* contact details (as specified in 7.6) and account number;
- the address of the property at which the charges in the bill have been incurred;
- the amount the *customer* is required to pay;
- the date by which the *customer* is required to pay;
- the ways in which *customers* can pay the bill and information about help which may be available if a *customer* is experiencing difficulties in paying;
- a telephone number for *enquiries* about the bill and a 24-hour emergency service number;
- referral to interpreter services offered by **South East Water**;
- any outstanding credit or debt from previous bills and the payments made by the *customer* since the last bill was sent;
- for residential *customers*, information on concessions available and any concession to which the *customer* is entitled; and
- for residential *customers*, their average rate of water use at the property for each **billing period** back to, and including, the equivalent period in the previous year.

7.7.3 Subject to clause 7.7.4, **South East Water** will display on each quarterly bill a graphical illustration of the residential *customer's* current water usage and, to the extent that the data is available -

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

7.7.4 **South East Water** need not include a graphical illustration on a quarterly bill -

- when it is the *customer's* first bill; or
- where there is nil or very low usage.

7.8 Undercharging

7.8.1 Subject to clause 7.8.2, where **South East Water** has undercharged a *customer* as a result of **South East Water's** error, it may recover from the *customer* the amount undercharged.

- 7.8.2 Where **South East Water** proposes to exercise its right to recover an amount undercharged as a result of its error, **South East Water** will -
- limit the amount to be recovered to the charges undercharged in the 12 months prior to the **customer's** last bill;
 - list the amount to be recovered as a separate item in a special bill or in the next bill in the **customer's billing cycle** together with an explanation of the amount;
 - not charge the **customer** interest on the amount; and
 - if the **customer** requests it, allow the **customer** time to pay the amount undercharged in agreed instalments, up to a period equal to the period in which the undercharging occurred, to a maximum period of 12 months.
- 7.8.3 Where **South East Water** has undercharged a **customer** as a result of the **customer's** illegal use of water, **South East Water** may -
- estimate the usage for which the **customer** has not paid;
 - take debt recovery action for the unpaid amount;
 - take action in accordance with clause 9.2;
 - such estimation will not be limited to 12 months of backcharging as referred to in clause 7.8.2.
- 7.8.4 Notwithstanding clause 7.8.3, **South East Water** may exercise any other rights available to it if a **customer's** illegal use of water is detected.
- 7.9 Overcharging**
- 7.9.1 Where a **customer** has been overcharged as a result of an error by **South East Water**, **South East Water** will-
- inform the **customer** accordingly within 10 **working days** of **South East Water** becoming aware of the error; and
 - and pay the amount in accordance with the **customer's** instructions.
- 7.9.2 If the **customer** has been overcharged as a result of an inaccurate meter (see clause 10.5) **South East Water** will refund or credit any amount overcharged in accordance with clause 7.9.1. The amount will be calculated by assuming that the meter was reading high during the **customer's** current **billing period** and previous **billing period**.
- 7.9.3 No interest shall accrue to a credit or refund as a result of overcharging.
- 7.10 Giving notice when vacating**
- 7.10.1 Under the **Water Industry Act 1993**, **customers** are required to give **South East Water** at least 48 hours notice before vacating a property, so that a final reading of the meter can be made. The final meter reading will enable **South East Water** to determine the final bill for water usage and **sewage** disposal charges and, if appropriate, **trade waste** charges.
- 7.10.2 A **customer** who fails to notify **South East Water** that they are vacating the property may remain liable for any further water usage and sewage disposal charges and, if appropriate **trade waste charges**, incurred at that property, until the meter is next read.
- 7.11 Statement of outstanding usage charges**
- 7.11.1 A **customer** may request a special meter reading and an additional bill outside the normal billing cycle.
- 7.11.2 **South East Water** may calculate the outstanding charges by:
- reading the meter on the **customer's** property, on payment of a fee as set out in **South East Water's** Schedule of Charges; or
 - where a meter reading cannot be obtained by the specified date, estimating the charges based on the **customer's** historical usage data at that property (where available). An estimated bill will be provided at no cost to the **customer**.

8 PAYING THE BILL**8.1 When payment is due**

8.1.1 A *customer* must pay the amount set out in a bill within 28 days of receiving the bill.

8.1.2 A *customer* is assumed to receive a bill 2 working days after it is sent to them by *South East Water* in accordance with clause 7.5.

8.2 How payment can be made

8.2.1 *South East Water* will offer the following payment methods and may, at its discretion, offer additional methods-

- in person at a network of agencies or payment outlets providing a level of customer access at least equal to that provided by *South East Water* to its *customers* at 1 January 1995;
- by mail, using a cheque or money order, addressed to **GPO Box 1691P, MELBOURNE VIC 3001**;
- by direct debit under a payment arrangement agreed by the *customer*, *South East Water* and the *customer's* bank. To arrange direct debit payments ring **131 851**; or
- by credit card over the telephone on **131 851**.

8.2.2 Where a *customer* is to be absent for a long period (eg - on a holiday or due to an illness) and is unable to arrange payment by one of the above methods, the *South East Water* will also offer -

- payment in advance facilities; and
- redirection of the *customer's* bill as requested by the *customer* in writing.

8.3 Concessions

8.3.1 Customers are eligible for State Government funded concessions for their service charges and/or usage charges where liability to pay exists under clause 7.1, if they hold one of the recognised concession cards.

8.3.2 *South East Water* will ensure that concessions will be credited to a *customer's* account.

8.3.3 Customers should contact *South East Water* for more details. On request, information about concessions will be provided in English and languages other than English.

8.4 Payment difficulties

8.4.1 *South East Water* will provide information to *customers* on programs which are available to help people having payment difficulties.

8.4.2 A brochure with this information will be provided to *customers* during their collection cycle where there is evidence of hardship, or on request.

8.4.3 The brochure will include information on programs to:

- establish an alternative payment arrangement, including an arrangement to:
 - pay an agreed amount by instalments as set out in clause 8.6
 - pay the bill in instalments directly from a bank account (see clause 8.8)
 - extend the payment date for some or all of the amount owed; or
 - re-direct the bill to another *person* for payment, provided that *person* agrees in writing and *South East Water* agrees;
 - provide once-off government-funded financial assistance in case of illness or other hardship, following an assessment of needs, under the Utilities Relief Grants Scheme;
 - grant government-funded concessions to eligible *customers* (see clause 8.3); or
 - refer the *customer* to a no-cost and independent financial counsellor; and
- will also include information enabling the use of interpreter services at no cost to the *customers*.

8.5 Paying by instalments

- 8.5.1 *Customers* may request to pay their bills by instalments, if they are having difficulties paying their bills, or are in *arrears*.
- 8.5.2 *South East Water* may ask a *customer* who is in arrears to pay by instalments.
- 8.5.3 In either case, *South East Water* will offer the *customer* a mutually agreeable instalment plan which is consistent with the *customer's* capacity to pay.
- 8.5.4 *South East Water* is not required to offer a *customer* an instalment plan if-
- the *customer* has, in the previous 12 months, had 2 instalment plans cancelled due to non-payment. In such a case, *South East Water* will offer another instalment plan only if the *customer* provides *reasonable assurance* to *South East Water* that the *customer* will comply with the plan; or
 - the *customer* has the capacity to pay their bills and any *arrears* without an instalment plan.
- 8.5.5 Under an instalment plan, the *customer* pays an amount each instalment period (usually fortnightly).
- 8.5.6 *South East Water* will confirm the offer in writing and will:
- state a period over which the *customer* will pay by instalments;
 - specify an instalment amount which will fully pay the *customer's* estimated and/or arrears amounts over that period (even though the *customer* will be in credit or debit for some of that time because of seasonal changes in water consumption); and
 - state how the amount of the instalments is calculated.
- 8.5.7 *South East Water* will compare the actual bills of a *customer* who is paying by instalments with the estimated bills on which the instalment amounts are based.
- 8.5.8 If the differences between the actual and estimated bills mean the *customer* will be significantly in credit or debit at the end of the plan, then *South East Water* will offer the *customer* options which should ensure that the *customer's* account is in balance at the end of the plan. These options may include a -
- refund,
 - one-off extra payment by the *customer*, or
 - changed instalment amount.

8.6 Direct debits

- 8.6.1 If a *customer* asks or agrees to pay *South East Water* directly from a bank account or any other method as may be permitted from time to time by the banking industry (whether or not by instalments), the amount (which may include the full bill or an agreed instalment) and frequency of those payments will be as agreed by the *customer* and *South East Water* in writing.
- 8.6.2 No other amount will be deducted unless express written agreement is given by the *customer*.
- 8.6.3 A *customer* may provide *South East Water* with their credit account details in order to pay for one instalment or full bill. *South East Water* must obtain a *customer's* agreement in writing for each subsequent instalment or bill payment using this initial authorisation.
- 8.6.4 *South East Water* will not require *customers* to agree to direct debit as a condition of their water supply.

8.7 Collection Cycle

- 8.7.1 All reasonable efforts will be taken by *South East Water* to provide assistance to *customers* with payment difficulties during the collection cycle.
- 8.7.2 If a *customer* fails to pay by the date set out in the bill (refer clause 7.7.2), *South East Water* or an authorised agent working on behalf of *South East Water* will send a second bill or notice which will state information on assistance available as set out in clause 8.4.

- 8.7.3 If a **customer** fails to pay within 5 working days of receipt of this second bill or notice, a further notice will be sent which :
- specifies the assistance which is available;
 - advises that the bill is overdue and must be paid for the **customer** to avoid legal or restriction action; and
 - cautions that, if legal or restriction action is taken, a **customer** may incur additional costs relating to the fixing of a restricting device to the property or in connection with the legal actions taken.
- 8.7.4 Restriction of the water supply or legal action will not occur unless :
- at least 28 working days have elapsed since the issue of the first bill referred to in clause 7.7.2;
 - the **customer** has been sent information on programs that are available to help people with payment difficulties (refer clause 8.4); and
 - someone, on behalf of **South East Water**, has attempted to make further contact with the **customer** about the non-payment by means of a visit, telephone call or mail and, in the case of restriction, been given 5 business days notice of the intention to restrict the customer; and
 - the **customer** has been offered an instalment plan or other alternative payment arrangement consistent with the **customer's** capacity to pay as set out in clause 8.5, and has failed to respond or refused to agree to it; or
 - the **customer** has agreed to an instalment plan or other alternative payment arrangement consistent with the **customer's** capacity to pay, but has **failed to comply** with the arrangement and failed to pay the amount owed ;
- 8.7.5 For the purposes of this clause, **customers** are deemed to receive a brochure, bill or notice 2 working days after it is sent by **South East Water** in accordance with clause 7.5.1.
- 8.8 Charge for dishonoured payments**
- 8.8.1 If a **customer** pays **South East Water's** bill:
- by cheque, and the cheque is dishonoured; or
 - by a direct debit from a bank account, and insufficient funds are available, except in circumstances where **South East Water** knows a **customer** is receiving a Government pension or benefit and late payment of that pension or benefit has occurred;
- then **South East Water** may charge the **customer** the administrative fee charged by its bank.
- 8.9 Account Relief Assistance**
- 8.9.1 As well as the other provisions of this Contract **South East Water** will provide additional help to **customers** facing illness or other hardship. If a **customer** believes they have experienced circumstances of this nature, they should contact **South East Water**. With agreement **South East Water** will act on the **customer's** behalf by contacting the Department of Human Services with an application for a once-off government funded Utilities Relief Grants Assistance application. During any waiting periods for approval, South East Water will suspend the payment date of the **customer's** account. Under this scheme a **customer** is normally entitled to billing assistance for the current account.
- 8.9.2 Where a **customer** has applied for and been granted a Utilities Relief Grant payment (referred to in clause 8.9.1), the **customer** may also be entitled to assistance under **South East Water's** Supplementary Account Relief Scheme. Eligible **customers** under this Scheme may receive relief in respect of some or all of the residual amounts outstanding on their account after receipt of any government funded Grant.
- 8.9.3 Assistance under the Supplementary Scheme will be at **South East Water's** absolute discretion but in any case will be conditional upon the **customer-**
- demonstrating severe financial hardship;

- entering into an agreed budget arrangement with **South East Water** for future accounts; and

being entitled to a Utilities Relief Grant.

9 RESTRICTION OR DISCONNECTION OF WATER AND SEWERAGE SERVICES

9.1 For non-payment

9.1.1 If a **customer** does not pay an amount owed to **South East Water**, then **South East Water** may restrict the supply of water to the **customer**.

9.1.2 **South East Water** will not take action to restrict the supply of water unless it has taken the steps detailed in 8.7.

9.1.3 Exceptions

South East Water will not apply a restriction to a **customer's** water supply if:

- the amount owed by the **customer** is less than \$100;
- the **customer** has registered with **South East Water** as requiring a supply of water, and the registration is for health reasons, as set out in clause 4.9;
- it is a Friday, a weekend, a public holiday, or the day before a public holiday, or after 3.00 pm on a weekday;
- the **customer** is eligible and has lodged a claim for a Government-funded concession, but has not yet been granted the concession;
- the **customer** has applied for a Utilities Relief Grant and the claim has not yet been decided;
- there is a dispute between the **customer** and **South East Water** about the amount unpaid which has not been resolved as set out in clauses 15.5 and 15.6. However restriction may result if the **customer** does not pay any amount which is not in dispute;
- the **customer** is a **tenant** and the amount unpaid is owed by the property owner; or
- the **customer** is a **tenant** and has lodged, and provided proof to **South East Water** of, a claim with the Residential Tenancies Tribunal against the **landlord** for the amount unpaid, and the claim has not been decided.

9.2 For other reasons

9.2.1 **South East Water** may restrict the supply of water to a customer if:

- **South East Water** believes that private works for the supply of water to the **customer**:
 - are inadequate or not properly constructed or **maintained**, and has given the property owner notice to repair or carry out **maintenance** on those private works, and the notice has not been complied with; or
 - do not comply with regulations made under the **Building Act 1993**; or
- the **customer** has breached any provision of the **Water Industry Act 1994** dealing with the use or taking of water, or
- the **customer** has refused entry to an employee or contractor of **South East Water** who was investigating such a breach.

9.2.2 **South East Water** may disconnect a property from its system if the owner or owner/occupier has failed to comply with a notice from the **South East Water** to:

- remedy a breach of the **Water Industry Act 1994** or **Building Act 1993**, or any other relevant legislation or regulations, or a requirement made by **South East Water** under any relevant Act; or
- disconnect the property from **South East Water's** system.

9.3 Minimum flow rate during restriction

9.3.1 Where **South East Water** restricts the supply of water, the flow rate will be at least 2 litres per minute at the tap nearest the meter.

9.3.2 **Customers** who believe that restriction will cause a health hazard should contact **South East Water**.

9.4 Restoring supply

9.4.1 If a **customer's** water supply or sewerage service has been restricted or disconnected, **South East Water** will restore the service following:

- payment of bills for which the restriction or disconnection occurred; or
- agreement with the **customer** on how those bills will be paid; or
- rectification of the reason for restriction or disconnection; and
- payment of any restriction or restoration fee set out in the Schedule of Charges.

9.4.2 **South East Water** will restore the **customer's** service within 24 hours, or on the same day if the above conditions are met before 3p.m.

9.5 Disconnection by the customer

9.5.1 Under the **Water Industry Act 1994**, a **customer** who owns a property may, with **South East Water's** written consent, disconnect the property from the water main or sewer branch to which it is connected.

9.5.2 **South East Water** is not required to consent if it believes that disconnection of the **customer's** property from its water or sewerage systems would endanger public health or the environment.

9.5.3 Disconnection of a **customer's** property terminates this contract as set out in clause 3.3.

10. METERS

10.1 Measuring water supplied

10.1.1 The **customer** will only be charged for the volume of water measured by a meter except where the meter has failed a test in accordance with clause 10.5 or an estimate has been required in accordance with clause 10.6.

10.2 Installation

10.2.1 A meter can only be installed at the initiative of **South East Water** or the property owner.

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

10.2.3 The meter is owned by **South East Water** once it has been installed and must be:

- supplied or approved by **South East Water**;
- installed by a licensed plumber or **South East Water**; and
- maintained by **South East Water** at no extra cost to the **customer** unless the **customer** has damaged the meter either intentionally or accidentally.

10.3 Ensuring access

10.3.1 The **customer** must ensure that the meter is accessible for reading, testing, inspection and replacement by **South East Water**.

10.3.2 **South East Water** may serve notice on the **customer** to make the meter accessible, under provisions of the **Water Industry Act 1994** summarised in clause 11.2.

10.3.3 All property owners must make every effort to install the meter where it can be read without the meter-reader having to enter a building. The same obligation applies to **South East Water** if it installs the meter.

10.3.4 The **customer** can, on payment of a fee as set out in **South East Water's** Schedule of Charges, arrange for a remote meter-reading device to be installed. This will allow the meter to be read away from the meter itself, such as on the fence line of the property. **South East Water** will still require occasional access to the meter.

10.4 Readings by the customer

- 10.4.1 If **South East Water** is unable to gain access to read the meter on a **customer's** property, the customer may be asked to read it and advise **South East Water**.

10.5 Meter Testing

- 10.5.1 **South East Water** may at any time, and will within 10 working days of a request from a **customer**, test the meter which has been installed to measure and record the amount of water supplied to the **customer** to ascertain whether or not the meter is accurate.
- 10.5.2 Before testing the meter, **South East Water** may first ask the **customer** to perform a test to show whether there is a leak in the pipes on the **customer's** property.
- 10.5.3 If required **South East Water** will conduct the test and calculate the measurement error -
- in accordance with any method which is representative of the **customers'** consumption patterns; and
 - any method which has been approved by the National Standards Commission.
- 10.5.4 If the test shows that the meter is reading high by an error measurement greater than 2%, **South East Water** will -
- replace the meter at its expense; and
 - refund any charge paid by the customer for the test; and
 - refund or credit any amount overcharged in accordance with clause 7.9.2.
- 10.5.5 The costs of the test will be met by the **customer** if the meter is shown not to be inaccurate in accordance with clause 10.5.4.
- 10.5.6 A copy of the test report will be provided to the **customer** within 5 working days of **South East Water** receiving the test report.

10.6 Estimated meter readings

- 10.6.1 **South East Water** will endeavour to ensure that all **customers** have an actual meter reading at least once every 12 months.
- 10.6.2 However **South East Water** may estimate the reading if:
- the **customer** refuses or fails to read the meter when requested to do so; or
 - the meter is inaccurate as set out in clause 10.5
- 10.6.3 In estimating the reading **South East Water** will base the estimate on the customer's usage history at the property (if available), using any method specified under the **Water Industry Act 1994**.

11. RESPONSIBILITIES FOR MAINTENANCE**11.1 Plumbing and pipes**

All on site plumbing work from the outlet of any water meter or upstream from the sewer property connection point must be undertaken by a licensed or registered plumber, as required by Part 12A of the **Building Act 1993**.

- 11.1.1 The responsibilities of the property owner and plumber are also set out in Part 12A of the **Building Act 1993**.

11.1.2 Between the meter and taps

The property owner is responsible for **maintaining** all plumbing from the taps and appliances to the **meter assembly**, or to the property boundary where there is no meter assembly or the meter assembly is not accessible at all times.

11.1.3 The meter and stop tap

South East Water is responsible for **maintaining** the **meter assembly**, including the stop tap at the meter.

11.1.4 Between main and meter (property service pipe)

The property owner is responsible for **maintaining** the **property service pipe** if it is over 50mm in diameter.

South East Water is responsible for *maintaining* the *property service pipe* if it is 50mm in diameter or less.

However, for a galvanised iron property service **South East Water** is responsible for-

- any costs in excess of \$500, where the property is a single residential dwelling, the property owner being responsible for the cost of replacement up to \$500. For a single residential dwelling, if the flow rate at the meter is below the requirements set out in the Customer Contract and the plumbing on the *customer's* side of the meter is not galvanised iron, **South East Water** will pay all the costs; or
- replacing the property service if it is leaking.

11.1.5 *Private extensions and fire services*

The property owner is responsible for *maintaining*:

- private fire services up to and including the bolts, nuts and insertion rubber securing the fire service valve on **South East Water's** tee or branch;
- private extensions or trunk services up to and including the ferrule; and
- *property service pipes* from private extensions

11.1.6 *Backflow prevention devices*

The property owner is responsible for *maintaining* any *backflow prevention device* which has been installed at the outlet of the meter.

11.1.7 *Sewerage pipes*

The property owner is responsible for *maintaining* all plumbing and fixtures up to the point of connection with **South East Water's** sewer branch. In most cases, the point of connection with the sewer branch is inside the property. If an owner does not know where the point of connection is, they should contact **South East Water** on 131 694.

11.2 **Notice to repair**

11.2.1 The property owner may be required to undertake *maintenance* work under the **Water Industry Act 1994** or the **Building Act 1993**.

11.2.2 Under circumstances specified in the **Water Industry Act 1994**, **South East Water** may deliver notice to a property owner requiring the property owner to:

- *maintain* works on the property;
- remedy a contravention of the Act or a requirement made by **South East Water** under the Act; or
- remedy a flow rate of less than 2 litres per minute at the tap at the water meter (or if no tap is located there, at the outlet of the *property service pipe*), provided it is the *maintenance* responsibility of the property owner.

11.2.3 If the property owner fails to comply, the **Water Industry Act 1994** provides that **South East Water** may take the action specified in the notice and charge the owner the reasonable costs for which the owner is responsible.

11.2.4 The notice given to a property owner to take the action specified will be reasonable, and not less than 48 hours after the notice has been delivered.

11.2.5 If **South East Water** has been advised that the property is occupied by a *tenant*, a copy of the notice will be forwarded to that tenant, for information.

11.3 **Removal of trees**

11.3.1 If **South East Water** decides that a tree on a property is obstructing or damaging its water or sewerage system, or is likely to do so, it may require the property owner to remove the tree under the **Water Industry Act 1994**.

11.3.2 **South East Water** will first give the property owner 7 days notice in writing. If the property owner believes that the decision of **South East Water** is unreasonable he or she may, within that 7 day period, apply to **South East Water** to have the decision reviewed.

- 11.3.3 Compensation may be required to be paid by **South East Water** to the property owner if the tree required to be removed is on land over which -
- a) no easement exists in favour of **South East Water**; or
 - b) no easement exists for water supply sewerage or drainage purposes.
- 11.3.4 If **South East Water** still decides that the tree is to be removed and the property owner still does not agree with this decision, he or she may apply to the Administrative Appeals Tribunal to have the decision reviewed.
- 11.3.5 If the property owner does not apply to the Tribunal, and does not remove the tree, then **South East Water** may give notice that if the tree is not removed within 21 days, it will remove the tree and recover the reasonable cost of removal from the property owner. In some cases **South East Water** may meet the cost of removal.
- 11.3.6 If **South East Water** has been advised that the property is occupied by a **tenant**, a copy of the notice will be forwarded to that tenant, for information.
- 11.4 Building work by the customer**
- 11.4.1 Under the **Water Industry Act 1994**, **customers** must not, without the prior consent of **South East Water**, undertake any building or construction work:
- which may interfere with **South East Water's** water supply or sewerage systems;
 - over easements for water supply, sewerage or drainage purposes;
 - over, or next to **South East Water's** water supply and sewerage systems.
- 11.5 Altering connections**
- 11.5.1 Under the **Water Industry Act 1994**, customers must not alter any works connected to **South East Water's** works without South East Water's consent.
- 11.6 Damage and illegal work**
- 11.6.1 **South East Water** is not responsible for any:
- damage caused by a **customer**; or
 - illegally connected services.
- 12 WORKS BY SOUTH EAST WATER**
- 12.1 Customer notice for planned works**
- 12.1.1 **South East Water** will sometimes need to carry out **maintenance** or **planned** construction works.
- 12.1.2 **South East Water** will provide 5 working days notice to **customers** whose properties are likely to be affected by these works.
- 12.2 Notice in emergencies**
- 12.2.1 In an emergency, **South East Water** will inform **customers**, wherever possible, when it needs to enter their property to inspect or **maintain South East Water's** water supply and sewerage system.
- 12.3 Restoring the street or property**
- 12.3.1 Where **South East Water** opens or breaks up the soil or pavement of any street or property, it will as soon as reasonably possible:
- fill in the ground;
 - ensure that the street is repaired by the local council; and
 - remove any rubbish caused by **South East Water**;
- so as to leave the street or property in a state as near as possible to the state it was in prior to the work done by **South East Water**.
- 12.4 Safety fencing and lighting**
- 12.4.1 **South East Water** will also ensure that where any soil or pavement on any street has been opened or broken up by it, that those areas are properly fenced and, where appropriate, lit so they do not constitute a hazard.

- 12.4.2 This will be done in accordance with any standards set by Vic Roads and/or any other applicable health and safety standards.

12.5 Contribution to new works

- 12.5.1 Under the **Water Industry Act 1994**, if **South East Water** intends to provide new or improved services which will benefit a property, it may require the property owner to meet or contribute to the cost of any related works. Prior to proceeding with any new works or improved services **South East Water** will consult with the affected property owners.

- 12.5.2 Where this occurs, **South East Water** will give the owner a notice setting out:

- the amount payable;
- the reason why payment is required;
- details of the new works or services to be provided;
- details of the owner's right to object to the payment.

- 12.5.3 Within one month of receiving this notice, (or longer time allowed by the **South East Water** in the notice), the owner may object to the payment. **South East Water** will review its decision based on that objection. If **South East Water** decides to proceed with the new works or services, the owner may have the decision reviewed by the Administrative Appeals Tribunal.

- 12.5.4 **South East Water** is required to have regard to the requirements of the Consumer Credit Code in negotiating the terms and payments of any agreement with customers.

13 ENTRY ONTO CUSTOMER'S PROPERTY BY SOUTH EAST WATER

13.1 Reasons for entry

- 13.1.1 Under the **Water Industry Act 1994**, a *customer* is required to allow **South East Water** to enter their property:

- to inspect, read, test or replace the meter, carry out *planned works*, inspect new drainage or plumbing connections, alter existing connections, or restrict the water supply in accordance with Part 9;
- in an emergency;
- to inspect works or make any test to find out whether the **Water Industry Act 1994** is being complied with;
- to remove trees as set out in clause 11.3;
- for *trade waste* inspections or;
- for the construction of new works such as sewers.

13.2 Customer notice

- 13.2.1 No notice is required for meter readings or *trade waste* inspections.
- 13.2.2 **South East Water** will give a *customer* 5 working days notice of entry onto their property for works, except in an emergency or if the *customer* consents to a shorter time.

13.3 Times of entry

- 13.3.1 Under the **Water Industry Act 1994**, **South East Water** will not enter residential properties outside the hours of 7.30am to 6pm unless:

- the occupier consents;
- **South East Water** has reasonable grounds for believing that the **Water Industry Act 1994** is not being complied with by the occupier; or
- an emergency exists.

- 13.3.2 In the case of *trade waste* inspections, the above restrictions do not apply. However **South East Water** will enter the property only at times it reasonably believes the property is in operation, unless it is an emergency.

13.4 Impact on customers' properties

13.4.1 Under the **Water Industry Act 1994**, *South East Water* will ensure that, where its employees or contractors enter a *customer's* property, they:

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

13.5 Keys held by South East Water or contractor

13.5.1 Where *South East Water* or its contractors hold keys to a *customer's* premises, these will be held in safe custody and returned when the *customer* notifies *South East Water* of their vacation of the property.

13.6 Entry when no-one on premises

13.6.1 Where an employee or contractor of *South East Water* enters a *customer's* premises when the premises are unoccupied (except for the purposes of reading an easily accessible meter), the employee or contractor will leave a notice stating the time, date and purpose of entry, and their identity.

13.7 Identification

13.7.1 Employees or contractors of *South East Water* will carry identification which will be produced or displayed at the time of entering a *customer's* property.

13.8 Notifying South East Water of dangers

13.8.1 *Customers* are required to advise *South East Water's* employees and contractors of anything on their property that they know could be dangerous to the employees or contractors, such as a savage dog.

14 CONSULTATION AND INFORMATION**14.1 Involving customers in service planning**

14.1.1 *South East Water* must establish committees and other forums to enable the contribution of community expertise and advice to *South East Water's* service planning and decision making process.

14.2 Customer Survey

14.2.1 *South East Water* will survey a representative sample of *customers* about the performance of *South East Water* at least once each year.

14.2.2 The survey will be carried out in a way approved by the Office of the Regulator-General, and the results will be published annually by *South East Water*.

14.3 Monitoring of water quality

14.3.1 *South East Water* is required to publish the results of its water quality monitoring programs annually.

14.4 Requests for information

14.4.1 *South East Water* will respond to requests for information consistent with normal commercial practices and in the time specified in clause 15.2

14.4.2 Billing history

On request *South East Water* will provide a *customer*, or their representative with written authorisation, with copies of any documents it has concerning the customer's billing history and, subject to clause 14.4.3, which are reasonably available.

14.4.3 *South East Water* will ensure that the last three years of a *customer's* billing history (volume of water used, charges and payments) is stored in such a way that information can be provided quickly and at no cost to the customer as a result of a phone or written enquiry.

14.4.4 **South East Water** will provide copies of the following materials to **customers** on request:

- this contract, the Customer Charter, and **South East Water's** licence;
- the results of the **customer** survey referred to in clause 14.2;
- the results of the water quality monitoring program referred to in clause 14.3;
- its water quality improvement programs;
- educational material about water conservation;
- current Schedule of Charges, including prices as per clause 7.2.1;
- current lists of local offices and emergency telephone numbers; and
- materials for **customers** with special communication needs, providing information about this contract and **South East Water's** water supply and sewerage services.

14.4.5 Under the **Water Industry Act 1994**, any **person** may obtain an information statement in relation to any **customer's** property, on payment of an application fee to **South East Water**.

14.4.6 The information statement will specify:

- any rates and charges required to be billed by **South East Water** on behalf of Melbourne Water Corporation and Parks Victoria;
- any encumbrances and outstanding orders relating to the property; and
- any outstanding amounts owed to Melbourne Water Corporation or Parks Victoria, inclusive of charges for the billing period then in operation.

14.5 Internet Information

14.5.1 Community education

Community education material including water quality, conservation and use, and sewerage and trade waste matters suitable for both primary and secondary school students is available on **South East Water's** web site, www.sewl.com.au.

14.5.2 Information Statements

Internet access is also available for the lodgement of information statements through **South East Water's** web site - www.sewl.com.au and a telephone lodgement service which responds to applications by prompt Interactive Voice Response (IVR).

14.5.3 Asset Information

South East Water's newly developed Internet product, AssetWebMap, is available to customers for a small fee. AssetWebMap provides immediate access to up to date information on the location of hydrants, water mains, water valves, manholes and sewer pipes. Further information can be obtained by contacting **131 694**.

14.6 Privacy

14.6.1 **South East Water** is obliged to keep customer information confidential consistent with guidelines issued by the Office of the Regulator-General.

14.6.2 Further information on **South East Water's** obligations can be obtained by contacting 131 694.

15 ENQUIRIES, COMPLAINTS AND DISPUTE RESOLUTION

15.1 Phone enquiries

15.1.1 A **customer** may telephone **South East Water** on **131 694** during normal business hours to enquire about a bill, payment options, concession entitlements or other information about **South East Water's** services.

15.1.2 The **customer** will be given prompt, courteous and helpful replies and will be told the name of the person who is handling the **enquiry**.

15.2 Written enquiries

15.2.1 **Customers** may also make written **enquiries**. The preferred address for these **P O Box 1382, MOORABBIN VIC 3189**.

- 15.2.2 If a **customer** asks for a written reply, **South East Water** will send one to the **customer** within 10 working days of receiving the **enquiry**. The reply will either:
- deal with the substance of the **enquiry**; or
 - tell the **customer** when they will receive such a reply, if the **enquiry** is a complex one.
- 15.2.3 If a **customer** does not ask for a written reply, **South East Water** may answer the **enquiry** by a telephone call, within 10 working days of receiving the **enquiry**.

15.3 Complaints

- 15.3.1 As part of improving our customer service, **South East Water** welcomes comments, suggestions and enquiries from **customers**. If a **customer** has a **complaint**, the **customer** should first contact the Customer Service area of **South East Water**, either in writing at **P O Box 1382, MOORABBIN VIC 3189** or by telephone at **131 694**.
- 15.3.2 The **complaint** will be handled according to the procedure for **enquiries**, as set out in clauses 15.1 and 15.2. In its reply, **South East Water** will inform the customer of **South East Water's** conclusions and the reasons for those conclusions. **Customers** have a right to:
- a face-to-face or telephone response within 2 working days where a face-to-face or telephone contact has been made and the matter cannot be dealt with immediately; or
 - a written response within 10 working days where a written contact has been made and the matter cannot be responded to sooner by a telephone or face-to-face contact.

15.4 Complaints review

- 15.4.1 If a customer is not satisfied with **South East Water's** response to a **complaint**, they may have the **complaint** referred to an appropriate manager for review.
- 15.4.2 If the **customer** is still not satisfied with the response, the **complaint** will be reviewed by a General Manager or the Managing Director. The General Manager or Managing Director will ensure that the complaint has been properly investigated and that the final decision has taken into account the **customer's** rights and obligations.
- 15.4.3 A review of a **complaint** will be handled according to the procedure for **enquiries**, as set out in clauses 15.1 and 15.2. In its reply, **South East Water** will inform the **customer** of:
- **South East Water's** conclusions and the reasons for those conclusions, including details as to the legislative or policy basis for the conclusions, if appropriate; and
 - any external dispute resolution forum through which the customer can pursue the complaint, such as the Office of Fair Trading and Business Affairs, the Small Claims Tribunal, the Administrative Appeals Tribunal, the Environment Protection Authority, or the courts.

15.5 When a dispute may be resolved

- 15.5.1 A dispute may be considered to be resolved if:
- **South East Water** has informed the **customer** of its decision on the **customer's** **complaint** and the outcome of any review, as set out in clauses 15.3 and 15.4, and 10 working days have passed during which time the **customer** has not:
 - sought a further review as set out in clause 15.4; or
 - lodged a claim in an external dispute resolution forum; or
 - the **customer** has lodged a claim in an external dispute resolution forum, and the claim has been finalised.

15.6 Billing disputes

- 15.6.1 If a **complaint** involves a dispute over an amount of money to be paid by a **customer**, **South East Water** will not seek this amount from the **customer** unless the dispute has been resolved in favour of **South East Water**, as set out in clause 15.5.
- 15.6.2 The **customer** must pay any other amount owed to **South East Water** which does not directly relate to the **complaint**.

15.7 Record of complaints

- 15.7.1 *South East Water* will keep a record of all *customer complaints* and its responses to those complaints.
- 15.7.2 *South East Water* is required to make the record available to the Office of the Regulator-General which will publish comparisons between the retail *licensees*.

15.8 Complaints by South East Water

- 15.8.1 If *South East Water* believes a *customer* has failed to perform their obligations under this contract, it will try in good faith to resolve any dispute directly with the *customer*.
- 15.8.2 If, after doing so, *South East Water* still believes the customer is in breach of this contract, it may be able to take enforcement action under the **Water Industry Act 1994** and in the courts.

16 SERVICE STANDARDS AND COMPENSATION**16.1 General service and product standards**

- 16.1.1 *South East Water* will comply with its general obligations under the **Trade Practices Act 1974** and will provide any services under this contract with due care and skill. Any materials provided by *South East Water* in connection with those services will be reasonably fit for the purpose for which they are provided.

16.2 General right to compensation

- 16.2.1 If *South East Water* breaches this contract or otherwise fails to perform its functions adequately, and a customer has suffered any financial loss as result, then the *customer* may have a right to claim compensation or seek rectification from *South East Water*.
- 16.2.2 In such cases, the *customer's* right to compensation may arise under this contract, the **Water Industry Act 1994**, the **Fair Trading Act 1984**, the **Building Act 1993**, the **Trade Practices Act 1974** or other legislation
- 16.2.3 *South East Water* will only be liable for compensation to the extent that a legal right for compensation exists. Where a right to compensation is provided for, *South East Water's* liability is limited to the maximum extent permitted.

17. DEFINITIONS

Arrears means an amount of money owed to *South East Water* by a *customer*.

Backflow Prevention Device means a device, which must be of a type approved under Part 12A of the **Building Act 1993**, used to prevent contaminants from being introduced into *South East Water's* water supply system from a *customer's* water system.

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

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

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

Customer has the meaning given in clause 2.1.

Domestic waste water means waste water discharged from domestic fixtures other than toilets, bidets or kitchen sinks

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

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

Failure to comply with an instalment plan means that, when a payment is due, two previous payments are outstanding.

Interruption means:

- in the case of a **customer's** water supply, a total loss of water by **South East Water** to the **customer**; or
- in the case of a **customer's** sewerage service, the **customer** is unable to dispose of sewage through the sewer pipes on their property into **South East Water's** sewerage system.

Landlord means any person who leases or rents a property to a **customer**.

Maintenance includes repair and replacement.

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

Minister means the Minister administering the **Water Industry Act 1994**.

Peak summer demand means demand for water on any day immediately following two or more days of temperatures exceeding 35 degrees Celsius in **South East Water's** licence area.

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

Planned interruption means an **interruption** which is caused by **South East Water** to allow **planned** maintenance or augmentation to be carried out.

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

Property service pipe means the pipe from **South East Water's** water main to the **meter assembly**, or to the stop tap near the property boundary where no meter is fitted.

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

Residence means the building in which the **customer** lives.

Sewage means any human excreta or domestic water borne waste, whether untreated or partially treated. It does not include **trade waste** or storm water.

Sewerage services means the functions described in section 90 of the **Water Industry Act 1994** and the duties set out in **South East Water's** licence.

South East Water means South East Water Limited (ACN 066 902 547).

Tenant means a **customer** who leases or rents a property from another **person**.

Trade waste has the definition given in regulations made under the **Water Industry Act 1994**.

Unplanned interruption means an interruption which is caused by a fault in **South East Water's** system or a fault which is the **maintenance** responsibility of **South East Water** as set out in clause 11.1.

Water Industry Act 1994 includes all amendments to, and any regulations made under, that Act.

Water supply services means the functions described in section 80 of the **Water Industry Act 1994** and the duties set out in **South East Water's** licence.

**ATTACHMENT 1 - SOUTH EAST WATER
NOMINATED ZONES FOR WATER QUALITY IMPROVEMENT PROGRAMS**

AREA	DATE
Bunyip/Garfield	Stage 2 - June 2002
Frankston	Stage 2 - June 2003
Mornington	Dec 1998
Dromana	Dec 1998
Rosebud	Dec 1998

Customers may contact South East Water to obtain further details of the zone boundaries and the nature of the water quality improvement programs.

**SCHEDULE 1
YARRA VALLEY WATER**

Yarra Valley Water Ltd
A.C.N. 066 902 501

CUSTOMER CONTRACT



1998

CUSTOMER SERVICE LINES:

OPEN 24 HOURS, 7 DAYS A WEEK

ACCOUNT ENQUIRIES:

131 721

FAULTS AND EMERGENCIES:

132 762

GENERAL ENQUIRIES:

131 695

Interpreter Service:

For interpreter service telephone the number below.

Αν χρειάζεστε τη βοήθεια διερμηνέα, παρακαλούμε τηλεφωνήστε στον παρακάτω αριθμό.

Si quiere usar los servicios de un intérprete llame por favor al número de abajo.

Nazovite jedan od niže navedenih brojeva, ako vam je potreban tumač.

Jeśli potrzebujesz tłumacza, zadzwoń pod poniższy numer.

Se desiderate l'assistenza di un interprete, telefonate al numero qui sotto.

Tercümanlık Servisi için aşağıda verilen numarayı arayınız.

Nếu cần thông-dịch viên, xin gọi số điện thoại bên dưới.

Ако вам је потребна помоћ преводиоца, обратите се телефоном на један од доле наведених бројева.

131 450

INDEX

1. WHAT IS THIS DOCUMENT?	1
1.1 CUSTOMER CONTRACT AND CHARTER.....	1
1.2 WHO IS YARRA VALLEY WATER LTD?	1
1.3 SEPARATE WRITTEN AGREEMENTS.....	1
1.4 OBTAINING THE CONTRACT AND CHARTER.....	2
1.5 VARIATIONS.....	2
1.6 NOTIFICATION TO CUSTOMERS.....	3
1.7 CONTACTS FOR MORE INFORMATION.....	3
1.8 DEFINED TERMS.....	3
2. WHO IS COVERED BY THIS CONTRACT?	3
2.1 THE CUSTOMER	3
2.2 'CUSTOMER'S PROPERTY'.....	3
2.3 AGENTS.....	3
2.4 YARRA VALLEY WATER LTD'S EMPLOYEES & CONTRACTORS	4
3. WHEN DOES THIS CONTRACT COMMENCE AND TERMINATE?.....	4
3.1 COMMENCEMENT DATES	4
3.2 THE PREVIOUS CONTRACT.....	4
3.3 TERMINATING THE CONTRACT.....	4
4. WATER SUPPLY SERVICES	5
4.1 CONNECTED PROPERTIES	5
4.2 FLOW RATE.....	5
4.3 DROUGHT AND EMERGENCY RESPONSE PLANS	5
4.4 WATER QUALITY	6
4.5 RECTIFYING A SUB-STANDARD SUPPLY.....	6
4.6 UNPLANNED INTERRUPTIONS	6
4.7 BURSTS OR LEAKS	8
4.8 NOTICE OF PLANNED INTERRUPTIONS.....	8
4.9 REGISTERING FOR HEALTH OR SPECIAL NEEDS.....	8
4.10 MOVING HOUSE.....	9
4.11 NEW CONNECTIONS & BUILDING OR RENOVATING YOUR HOUSE.....	9
5. SEWERAGE SUPPLY SERVICES.....	9
5.1 CONNECTED PROPERTIES	9
5.2 RECTIFYING A SUB-STANDARD SUPPLY.....	9
5.3 INTERRUPTIONS OF SEWERAGE SERVICES	10
5.4 SEWAGE SPILLS.....	10
5.5 SEWER BLOCKAGES (WAS CLAUSE 10.4).....	10
5.6 TRADE WASTE.....	10
6. CONSERVING WATER.....	11
6.1 REDUCING ACCOUNTS BY SAVING WATER	11
6.2 RECYCLED WATER	11
6.3 RAINWATER, COMPOSTING TOILETS AND RE-USE OF DOMESTIC WASTEWATER	11
7. YARRA VALLEY WATER LTD'S CHARGES AND METHODS OF BILLING	11
7.1 LIABILITY FOR CHARGES.....	11
7.1.1 Usage Charges.....	11
7.2 HOW CHARGES MAY BE VARIED	12
7.3 NOTIFICATION OF PRICE CHANGES.....	12
7.4 CALCULATION OF SEWAGE DISPOSAL CHARGE	13
7.5 WHEN BILLS ARE SENT	14
7.6 HOW BILLS ARE SENT	14
7.7 INFORMATION ON THE BILL.....	14

7.8	UNDERCHARGING	15
7.9	OVERCHARGING.....	15
7.10	GIVING NOTICE WHEN VACATING	16
7.11	STATEMENT OF OUTSTANDING USAGE CHARGES.....	16
8.	PAYING THE BILL	16
8.1	WHEN PAYMENT IS DUE	16
8.2	HOW PAYMENT CAN BE MADE	16
8.3	CONCESSION	17
8.4	PAYMENT DIFFICULTIES	17
8.5	PAYING BY INSTALMENTS	18
8.6	DIRECT DEBITS	19
8.7	COLLECTION CYCLE.....	19
8.8	CHARGE FOR DISHONOURED PAYMENTS.....	20
9.	RESTRICTION OR DISCONNECTION OF WATER AND SEWERAGE SERVICES.....	20
9.1	FOR NON-PAYMENT.....	20
9.2	FOR OTHER REASONS	21
9.3	MINIMUM FLOW RATE DURING RESTRICTION	21
9.4	RESTORING WATER SUPPLY.....	21
9.5	DISCONNECTION BY THE CUSTOMER.....	22
10.	METERS.....	23
10.1	MEASURING WATER SUPPLIED	23
10.2	INSTALLATION.....	23
10.3	ENSURING ACCESS	23
10.4	READINGS BY THE CUSTOMER	23
10.5	METER TESTING.....	23
10.6	ESTIMATED METER READINGS.....	24
11.	RESPONSIBILITIES FOR MAINTENANCE.....	24
11.1	PLUMBING AND PIPES.....	24
11.2	NOTICE TO REPAIR	25
11.3	REMOVAL OF TREES.....	27
11.4	BUILDING WORK BY THE CUSTOMER	27
11.5	ALTERING CONNECTIONS.....	27
11.6	DAMAGE AND ILLEGAL WORK	27
12.	WORKS BY YARRA VALLEY WATER LTD.....	29
12.1	CUSTOMER NOTICE FOR PLANNED WORKS.....	29
12.2	NOTICE IN EMERGENCIES	29
12.3	RESTORING THE STREET OR PROPERTY	29
12.4	SAFETY FENCING AND LIGHTING.....	29
12.5	CONTRIBUTION TO NEW WORKS.....	29
13.	ENTRY ONTO CUSTOMER'S PROPERTY BY YARRA VALLEY WATER LTD.....	30
13.1	REASONS FOR ENTRY	30
13.2	CUSTOMER NOTICE.....	30
13.3	TIMES OF ENTRY	31
13.4	IMPACT ON CUSTOMERS' PROPERTIES	31
13.5	KEYS HELD BY LICENSEE OR CONTRACTOR	31
13.6	ENTRY WHEN NO-ONE ON PREMISES	32
13.7	IDENTIFICATION	32
13.8	NOTIFYING YARRA VALLEY WATER LTD OF DANGERS	32
14.	CONSULTATION AND INFORMATION	33
14.1	INVOLVING CUSTOMERS IN SERVICE PLANNING.....	33
14.2	CUSTOMER SURVEY.....	33
14.3	MONITORING OF WATER QUALITY.....	33

14.4	ENVIRONMENTAL PERFORMANCE	33
14.5	REQUESTS FOR INFORMATION	33
14.6	BILLING HISTORY	33
14.7	PRIVACY	34
15.	ENQUIRIES, COMPLAINTS AND DISPUTE RESOLUTION.....	34
15.1	TELEPHONE ENQUIRIES	34
15.2	WRITTEN ENQUIRIES.....	34
15.3	COMPLAINTS	35
15.4	COMPLAINTS REVIEW	36
15.5	WHEN A DISPUTE MAY BE RESOLVED.....	36
15.6	BILLING DISPUTES.....	36
15.7	RECORD OF COMPLAINTS	37
15.8	COMPLAINTS BY YARRA VALLEY WATER LTD	37
16.	SERVICE STANDARDS AND COMPENSATION	37
16.1	GENERAL SERVICE AND PRODUCT STANDARDS.....	37
16.2	GENERAL RIGHT TO COMPENSATION	37
16.3	SERVICE COMMITMENTS	37
17.	DEFINITIONS	39
18.	ATTACHMENT ONE – YARRA VALLEY WATER	41
18.1	NOMINATED ZONES FOR WATER QUALITY IMPROVEMENT PROGRAMS.....	41

1. WHAT IS THIS DOCUMENT?**1.1 Customer Contract and Charter**

1.1.1 This is the Customer Contract under which *Yarra Valley Water Ltd* provides *water supply, sewerage* and *trade waste services* to its *customers*. It sets out the rights and obligations of *Yarra Valley Water Ltd* and its customers and explains *customers'* rights in any dispute with *Yarra Valley Water Ltd*. *Yarra Valley Water Ltd* welcomes the chance to set out clearly what we do for our customers.

1.1.2 This contract is a requirement of the **Water Industry Act 1994**. It has been approved by the Office of the Regulator-General, which regulates metropolitan water and sewerage retail licenses, including *Yarra Valley Water Ltd*.

1.1.3 This contract is summarised in a document called the Customer Charter. Separate versions are available for our Business and Residential customers.

1.2 Who is Yarra Valley Water Ltd?

1.2.1 *Yarra Valley Water Ltd* is a State-owned company which supplies water and collects *sewage* in its licence area. It is one of three retail companies servicing the Melbourne area.

1.2.2 The retail companies were established from the Melbourne Water Corporation (formerly the Melbourne and Metropolitan Board of Works), along with Parks Victoria (formerly Melbourne Parks and Waterways), which maintains the community values of Melbourne's parks and waterways.

1.2.3 Melbourne Water continues to collect and store water in dams and reservoirs, distribute it to retail companies, treat the sewage they collect, and operate the drainage system.

1.3 Separate Written Agreements

1.3.1 If a *customer* covered by the contract has a separate written agreement with *Yarra Valley Water Ltd*, any provisions of this contract which are inconsistent with that agreement will not apply.

1.3.2 However, a separate agreement made on or after 1 January 1996 cannot reduce the rights or increase the obligations of a *customer* without giving some corresponding benefit, whether financial or otherwise.

1.4 Obtaining the Contract and Charter

1.4.1 A *customer* will be sent a full copy of this contract, free of charge if they phone (131 721) and ask for one.

1.4.2 New *customers*, after 1 April 1998, will receive a copy of the Customer Charter as part of their "new customer pack" either with or before their first bill. Copies of the Charter will be made available in ten languages, in braille and audio versions.

1.5 Variations

1.5.1 *Yarra Valley Water Ltd* may only vary this contract as it applies to its customers:-

- after consultation with the *customer* committee established by it to enable community input into this contract; and
- with the approval of the *Office*.

1.6 Notification to Customers

1.6.1 *Yarra Valley Water Ltd* will provide customers with a written copy of any variations to this contract which affects the *customer's* rights and obligations with their next bill.

1.7 Contacts for More Information

1.7.1 For further information about this Contract or the Customer Charter, customers can contact *Yarra Valley Water Ltd* by telephone, on 131 721, or by writing to *Yarra Valley Water Ltd*, P.O. Private Bag 1, Mitcham, 3132.

1.8 Defined Terms

1.8.1 Terms in this contract which have been defined in Part 18 *appear like this*.

2. WHO IS COVERED BY THIS CONTRACT?

2.1 The Customer

2.1.1 A *person* is a *customer* and is covered by this contract if they:-

- own and occupy a serviced property connected to *Yarra Valley Water Ltd's* water or sewerage systems;
- own a serviced property which is connected to *Yarra Valley Water Ltd's* water or sewerage system, but do not occupy it - for example, a *landlord* or an owner of an unoccupied property;
- occupy a property which is connected to *Yarra Valley Water Ltd's* water or sewerage system and are liable to pay water usage or sewage disposal charges as set out in clause 7.1, for example, a tenant or caravan park resident; or
- have entered into a separate written agreement with *Yarra Valley Water Ltd's* for *water supply* and *sewerage services*, but only to the extent explained in clause 1.3.

2.1.2 Under the **Water Industry Act 1994**, the owners and occupiers of properties which are not both serviced and connected to *Yarra Valley Water Ltd's* water or sewerage systems are not covered by this contract.

2.2 'Customer's Property'

2.2.1 Unless the contract states otherwise, 'property' or '*customer's* property' means the property owned or occupied by a *customer*, in respect of which the *customer* is billed by *Yarra Valley Water Ltd*.

2.3 Agents

2.3.1 A person is an *agent* if they act on behalf of or as a nominee for *customers* in the purchase of goods and services from *Yarra Valley Water Ltd*. Examples are solicitors who undertake conveyancing work, plumbers and builders.

2.3.2 *Yarra Valley Water Ltd* guarantees its performance to *agents* in order to improve its level of service to its retail *customers*. *Yarra Valley Water Ltd* will provide goods and services to *customer's agents* to published standards of service.

2.4 Yarra Valley Water Ltd's Employees & Contractors

2.4.1 Where this contract imposes an obligation on *Yarra Valley Water Ltd*, the obligation extends to its officers and employees.

2.4.2 *Yarra Valley Water Ltd* will ensure that any contractor engaged by it will observe the obligations imposed on *Yarra Valley Water Ltd* by this contract.

2.4.3 Where this contract confers a right on *Yarra Valley Water Ltd*, its officers, employees and contractors may enjoy the right to the extent permitted by *Yarra Valley Water Ltd*.

3. WHEN DOES THIS CONTRACT COMMENCE AND TERMINATE?

3.1 Commencement Dates

3.1.1 A *customer* who was already a *customer* on 1 April 1998 (when this contract was approved by *the Office*) is covered by this contract from that date.

3.1.2 Otherwise, a *customer* is covered by this contract from the time they become a *customer*.

3.2 The Previous Contract

3.2.1 This version of the *customer* contract replaces any previous implied contract between *Yarra Valley Water Ltd* and its *customers*.

3.3 Terminating the Contract

3.3.1 This contract will terminate when the *customer* ceases to be a *customer* as defined in clause 2.1, including if the *customer's* property is disconnected from *Yarra Valley Water Ltd's* water and sewerage system as set out in clause 9.5.

3.3.2 However:-

- Any amount which was owed by the *customer* to *Yarra Valley Water Ltd* remains payable;
- Any amount which was owed by *Yarra Valley Water Ltd* to the *customer* remains payable;
- The owner of a disconnected property in *Yarra Valley Water Ltd*'s licence area remains liable for rates and charges billed by *Yarra Valley Water Ltd* on behalf of Melbourne Water Corporation or Parks Victoria.

3.3.3 This contract will terminate if *Yarra Valley Water Ltd*'s water and sewerage licence also terminates.**4. WATER SUPPLY SERVICES****4.1 Connected Properties**4.1.1 If a *customer*'s property is connected to *Yarra Valley Water Ltd*'s water system, then *Yarra Valley Water Ltd* will supply the *customer* with *water supply services* to meet the *customer*'s reasonable needs, except if the water supply is restricted or disconnected in accordance with Part 9.**4.2 Flow Rate**4.2.1 *Yarra Valley Water Ltd* will ensure that *customers*' water supply is at the minimum flow rate shown in this table:-

Diameter of the property service pipe	20	25	32	40	50	(millimetres)
Minimum flow rate (litres per minute)	20	35	60	90	160	

Note that:-

- single residential properties (houses) usually have a *property service pipe* of 20 mm diameter;
- the flow rate is measured at the water meter (or where no meter is installed, at the tap at the property boundary);
- otherwise, the flow rate is measured at the outlet of the *property service pipe*. For safety reasons, measurement at the outlet of the water meter should only be done by *Yarra Valley Water Ltd* or a licensed plumber.

4.2.2 However, *Yarra Valley Water Ltd* is not required to provide a *customer* with the minimum flow rate if:-

- the *property service pipe* is the *customer*'s responsibility to *maintain* (see clause 11.1) and is damaged or in poor condition; or
- there is a *planned* or *unplanned interruption* of the *customer*'s water supply; or
- there is a water shortage due to *peak summer demand*; or
- there is a water shortage due to a *drought* or an emergency; or
- Melbourne Water Corporation has informed *Yarra Valley Water Ltd* that the water supply should be reduced to avoid a water shortage in the future.

4.3 Drought and Emergency Response Plans4.3.1 In the case of drought or an emergency, the use of water may be restricted or prohibited in accordance with a schedule of restrictions on the use of water contained in the drought response plan or the emergency response plan of *Yarra Valley Water Ltd* as approved by the Minister.4.3.2 *Yarra Valley Water Ltd* will ensure that an up to date copy of its drought response plan and emergency response plan are available at its offices during business hours for inspection on request.

- 4.3.3 Before submitting a drought response plan or emergency response plan to the Minister for consideration, **Yarra Valley Water Ltd** must advertise draft plans, and call for submissions from the public, in a newspaper circulating generally in any area capable of being affected by the plan.

4.4 Water Quality

- 4.4.1 Subject to clause 16.1.1, **Yarra Valley Water Ltd** will ensure that the supply of drinking water to the outlet of the meter, or to the property boundary if there is no meter, is clear and free from objectionable odour and taste, and that the quality of the water:-

- complies with the health-related parameters of *Guidelines for Drinking Water Quality in Australia 1987*, or any other requirement set by the Department of Human Services, except in the nominated zones listed in Attachment 1 until the date shown there; and
- is at least of equal quality to that provided by Melbourne Water Corporation before 1 January 1995.

- 4.4.2 **Yarra Valley Water Ltd** will implement water quality improvement programs in the areas listed in Attachment 1 to be completed by the dates indicated.

- 4.4.3 **Yarra Valley Water Ltd** will conduct water quality monitoring programs.

4.5 Rectifying a Sub-standard Supply

- 4.5.1 If **Yarra Valley Water Ltd** does not provide a **customer** with a **water supply service**, flow rate, or water quality, as set out in clause 4.1 to 4.4, the customer may require **Yarra Valley Water Ltd** to rectify the fault.

- 4.5.2 A **customer** may ask **Yarra Valley Water Ltd**, at the **customer's** own cost, to test whether **Yarra Valley Water Ltd** is providing an adequate flow rate or water quality as set out above in clauses 4.2 and 4.4.

- 4.5.3 If **Yarra Valley Water Ltd** is not meeting those obligations, it will refund the cost of the test and rectify the fault as soon as possible, or within a time agreed by the customer.

4.6 Unplanned Interruptions

- 4.6.1 **Yarra Valley Water Ltd** will ensure that there are no more than 5 **unplanned interruptions** of a **customer's** water supply and sewerage service in total each year (see also clause 5.3.1).

- 4.6.2 Where an **unplanned interruption** of the water supply occurs, **Yarra Valley Water Ltd** will minimise inconvenience to **customers** by:-

- restoring the water supply as quickly as possible - at least 95% of these interruptions will be restored within 4 hours;
- ensuring **customers** have access to emergency supplies of water; and
- providing as much information as practicable.

- 4.6.3 **Customers** will be advised of actions which will be taken in case of an **unplanned interruption** in **Yarra Valley Water Ltd's** Customer Charter (see clause 1.4).

- 4.6.4 **Yarra Valley Water Ltd** will ensure that information about any **unplanned interruption** is available on a 24 hour telephone service (131 721) within 30 minutes of **Yarra Valley Water Ltd** being notified of the interruption.

- 4.6.5 The telephone service will advise callers:-

- How long the interruption will last, or if this is not yet known, when **Yarra Valley Water Ltd** believes it will be able to estimate the duration; and
- How to obtain emergency supplies of water, where applicable.

4.7 Bursts or Leaks

- 4.7.1 Where a **customer** notifies **Yarra Valley Water Ltd** of a **burst or leak** to the water supply system, **Yarra Valley Water Ltd** will attend as quickly as possible and in any case:-

- a) within a maximum of 1 hour where the burst or leak is causing, or has the potential to cause, substantial damage or harm to **customers**, property or the environment; or

- b) within 2 hours if the **burst or leak** is causing or has the potential to cause only moderate damage; or
- c) within a maximum of 24 hours where the **burst or leak** is causing no discernible impacts on **customers**, property or the environment.

4.7.2 **Yarra Valley Water Ltd** will take further action with respect to **bursts or leaks** which occur as defined in 4.7.1 as follows:-

- a) In serious cases (as in 4.7.1.a) **Yarra Valley Water Ltd** will start work on the **burst or leak** within 1.5 hours and will restore service as quickly as practicable and within 5 hours of interrupting supply;
- b) In moderate cases (as in 4.7.1.b) **Yarra Valley Water Ltd** will start work on the burst or leak within 3 hours and will restore service as quickly as practicable and within 8 hours of interrupting supply;
- c) In minor or lesser cases (as in 4.7.1.c) **Yarra Valley Water Ltd** will rectify the problem within 5 days or notify the customer who made the report, and all immediately affected customers, of action which will be taken.

4.8 Notice of Planned Interruptions

4.8.1 **Yarra Valley Water Ltd** will inform **customers** in writing, of the time and duration of any **planned interruption**, at least 3 working days in advance for residential customers and 7 working days in advance for business customers.

4.8.2 **Yarra Valley Water Ltd** will not plan to interrupt a customer's water supply between the peak hours of 5am to 9am or 5pm to 11pm.

4.9 Registering for Health or Special Needs

4.9.1 **Yarra Valley Water Ltd** recognises the particular importance of providing uninterrupted water supply to hospitals. **Yarra Valley Water Ltd** has developed a "Key Points" program which will minimise the chances of interruptions occurring and will ensure that major hospitals and medical emergency units have priority in the case of water supply interruptions.

4.9.2 If a **customer** requires a water supply to operate a life support machine, and this has been confirmed by a hospital, the **customer** may register with **Yarra Valley Water Ltd**.

4.9.3 For any other special need, the **customer** may apply to register with **Yarra Valley Water Ltd**. **Yarra Valley Water Ltd** will decide whether to register the **customer**.

4.9.4 **Yarra Valley Water Ltd** will:-

- contact registered **customers** and minimise inconvenience to them, in advance of **planned interruptions** and as soon as possible in the event of **unplanned interruptions**;
- not restrict a **customer's** water supply for non-payment if their registration is for health reasons (see clause 9.1.3); and
- inform registered life support machine **customers** of their eligibility for concessions, as set out in clause 8.3.

4.10 Moving House

4.10.1 A **customer** selling a property needs information about the property to be made available accurately and in a timely fashion to them or their **agent**. **Yarra Valley Water Ltd** guarantees, on request, to provide an Information Statement (Rates information and Encumbrance details) and/or a Property Sewerage Plan swiftly and easily, through the "Propertyflow" system, to published prices and deadlines depending on the method of access. This guarantees the standard of service and will save the **agent** and the **customer** time and expense. Further information about Propertyflow is available on request.

4.11 New Connections & Building or Renovating your house

4.11.1 A **customer** building or renovating a house may require additional connections to the mains water and/or sewerage services.

4.11.2 **Yarra Valley Water Ltd** will provide *customers* or their *agents* with relevant services (such as an application for a new connection) and payment facilities through the “EasyAccess” system at participating plumbers’ suppliers rather than requiring applications and payment through **Yarra Valley Water Ltd’s** main office. This will improve speed and convenience and reduce costs to the *customer* and/or their *agent*.

4.11.3 **Yarra Valley Water Ltd** will:-

- provide a new water connection for a residential property in a serviced area within 5 working days of the application or on a later, mutually convenient date chosen by the customer or plumber (subject to meeting other commitments such as giving adequate notice of planned interruptions);
- Pay a rebate of \$20 to either the plumber or the customer if we fail to meet the time agreed by more than 1 hour. This rebate may be claimed by writing with details of the claim to **Yarra Valley Water Ltd**. P.O. Private Bag 1, Mitcham, 3132.

5. SEWERAGE SUPPLY SERVICES

5.1 Connected Properties

5.1.1 If a *customer’s* property is connected to **Yarra Valley Water Ltd’s** sewerage system, then **Yarra Valley Water Ltd** will supply the *customer* with *sewerage services* to meet the *customer’s* reasonable needs.

5.1.2 The provision of *trade waste* services is however subject to a *trade waste* agreement or consent as set out in clause 5.6.

5.1.3 **Yarra Valley Water** will take reasonable care to operate the sewerage (collection and transfer) system so that odours are not prevalent, as required by the Environment Protection Authority.

5.2 Rectifying a Sub-standard Supply

5.2.1 If **Yarra Valley Water Ltd** does not provide a *customer* with a *sewerage service* as set out in clause 5.1, the *customer* may require **Yarra Valley Water Ltd** to rectify the fault.

5.3 Interruptions of Sewerage Services

5.3.1 **Yarra Valley Water Ltd** will ensure that there are no more than 3 *unplanned interruptions* of a *customer’s* sewerage service each year (see also clause 4.6.1).

5.3.2 Where an *unplanned interruption* to a *customer’s* sewerage service occurs as a result of a blockage within **Yarra Valley Water’s** assets, **Yarra Valley Water Ltd** will restore the sewerage service as quickly as possible and in particular will restore the ability to flush the toilet within 4 hours, in 95% of cases, where **Yarra Valley Water Ltd** is responsible for undertaking the work to rectify the fault.

5.4 Sewage Spills

5.4.1 **Yarra Valley Water Ltd** will make every reasonable effort to minimise *sewage* spills on *customers’* properties due to the failure of **Yarra Valley Water Ltd** sewerage system.

5.4.2 Where **Yarra Valley Water Ltd** is responsible for a *sewage* spill on a *customer’s* property, it will ensure that:-

- the spill is contained within 1 hour if the spill is inside the *customer’s* house, all other spills are contained within four hours;
- inconvenience to the *customer* is minimised; and
- the areas are cleaned up as quickly as possible in such a manner to ensure that the risk to human health is negligible.

5.4.3 If the customer is not satisfied with **Yarra Valley Water Ltd’s** actions, advice can be sought from the local council Environmental Health Officer.

5.5 Sewer Blockages

5.5.1 If a customer’s sewer becomes blocked **Yarra Valley Water Ltd** can be contacted for advice (refer clause 11.1.7).

- 5.5.2 If the blockage is in *Yarra Valley Water Ltd's* sewer pipe *Yarra Valley Water Ltd* will clear the blockage at its own cost.
- 5.5.3 If the blockage is in the customer's sewerage pipe it will be necessary for the customer to employ, and pay the cost of, a plumber to clear the blockage.
- 5.5.4 The **Residential Tenancies Act 1980** gives *tenants* the right, under some circumstances, to claim that fee back from the *landlord*.

5.6 Trade Waste

- 5.6.1 Under *Yarra Valley Water Ltd's* license, a *customer* may use *Yarra Valley Water Ltd's* sewerage service for the discharge of *trade waste* provided the *customer* has first entered into a *trade waste* agreement with *Yarra Valley Water Ltd*, or *Yarra Valley Water Ltd* has consented to the discharge.
- 5.6.2 *Yarra Valley Water Ltd* must not enter into an agreement for the acceptance of *trade waste* in quantities or of a quality that would - or that is reasonably likely to - endanger human life, risk the safety of any *person* or of the works of *Yarra Valley Water Ltd*, or significantly adverse affect the operation of a sewage treatment plant or any part of the environment.
- 5.6.3 *Yarra Valley Water Ltd* will make available guidelines which advise a *customer* of the standards and requirements for establishing a *trade waste* agreement or consent and which inform of the review and dispute resolution procedures where such agreement or consent cannot be reached. *Yarra Valley Water Ltd* may charge a small fee for these guidelines.

6. CONSERVING WATER

6.1 Reducing Accounts by Saving Water

- 6.1.1 Reducing the amount of water used will reduce a *customer's* usage charges.
- 6.1.2 *Yarra Valley Water Ltd* has developed and will carry out programs for the conservation and efficient use of water and details of these programs are available by telephoning 131 721. *Yarra Valley Water Ltd* also will provide *customers* information on how to conserve water and a practical conservation kit, on request.

6.2 Recycled Water

- 6.2.1 *Yarra Valley Water Ltd* may, under a separate agreement, supply *customers* with recycled water which must comply with any standard set by the Environment Protection Authority. Recycled water will only be provided to a customer upon request, and only where an adequate supply of recycled water is available.

6.3 Rainwater, Composting Toilets and Re-use of Domestic Wastewater

6.3.1 *Customers* can:-

- collect and use rainwater for their own use;
- install a composting toilet which does not require connection to *Yarra Valley Water Ltd's* water or sewerage systems;
- divert domestic wastewater for non-drinking purposes, such as watering the garden, provided this is done in accordance with Part 12A of the **Building Act 1993**.

- 6.3.2 There are health and/or environmental considerations to be taken into account in installing these systems and local council or other approval may be required.

- 6.3.3 Unless exempted under clause 9.5, *customers* who live in a reticulated sewerage area must maintain a connection to the system.

7. YARRA VALLEY WATER LTD'S CHARGES AND METHODS OF BILLING

7.1 Liability for Charges

7.1.1 *Usage Charges*

Under the **Water Industry Act 1994**, tenants and caravan park residents are only liable for any water usage and *sewage* disposal charges if:-

- their supply of water is measured by a separate meter;

- the property owner has notified **Yarra Valley Water Ltd** of the names of the tenants occupying the premises;
- **Yarra Valley Water Ltd** has read the meter on receiving that notification; and
- are only liable from the time the meter is read.

7.1.2 Otherwise, the property owner is liable for any water usage and **sewage** disposal charges.

7.1.3 **Rates and service charges**

Under various laws:-

- the property owner is liable, unless exempt, for any rates, service and usage charges billed by **Yarra Valley Water Ltd**;
- the property owner is liable, unless exempt, for any rates or charges billed by **Yarra Valley Water Ltd** on behalf of Melbourne Water Corporation and Parks Victoria;
- the occupier, unless exempt, is liable for any sanitary service charge billed by **Yarra Valley Water Ltd**.

7.1.4 From 1.7.98, owners of properties used predominantly for:-

- education purposes;
- hospitals and nursing care;
- religious worship;
- outdoor sporting and recreational activity; and
- charity;

and provided these are undertaken on a not-for-profit basis, may be eligible for a rebate on their water and sewerage service charges.

7.1.5 Customers can obtain further information from **Yarra Valley Water Ltd** by contacting 131 721.

7.2 **How Charges may be Varied**

7.2 **Yarra Valley Water Ltd's** charges can be varied from time to time, but only in accordance with **Yarra Valley Water Ltd's** licence, this contract and, in the case of charges regulated by a Pricing Order, only in accordance with that Order.

7.2.2 A Pricing Order made by the Governor in Council under the **Water Industry Act** regulates:-

- the service charge for water and/or sewerage;
- the water usage charge and **sewage** disposal charge;
- the **trade waste** charges;
- the water meter removal and testing charge;
- the withdrawal and restoration of water charge; and
- the sanitary service charge for properties otherwise exempt from usage charges.

7.3 **Notification of Price Changes**

7.3.1 **Yarra Valley Water Ltd** will notify **customers** of any change in the following charges with their first bill after the decision to make the change has been taken:-

- the service charge for water and/or sewerage;
- the water usage charge;
- the **sewage** disposal charge;
- the sanitary service charge for non-rateable properties;
- **trade waste** charges; or
- rates and charges billed by **Yarra Valley Water Ltd** on behalf of Melbourne Water Corporation and Parks Victoria.

7.3.2 **Yarra Valley Water Ltd** will also make a public statement detailing any change in the service charges, water usage charge, the **sewage** disposal charge, **trade waste** charge or the sanitary service charge, before the change takes effect.

7.4 Calculation of Sewage Disposal Charge

- 7.4.1 *Customers* may apply in writing to *Yarra Valley Water Ltd* for an alternative method of either measuring or estimating the volume of *sewage* disposed of, if they consider that the current formula substantially and systematically overstates the volume of *sewage* disposed from their property. Customers must provide reasons in support of their application.
- 7.4.2 *Customers* can obtain further information from *Yarra Valley Water Ltd* by telephoning 131 721.

7.5 When Bills are Sent

- 7.5.1 Residential *customers* will be sent bills at least quarterly, unless otherwise agreed, for service charges, water usage charges and *sewage* disposal charges, shortly after *Yarra Valley Water Ltd* has read the meter or estimated the meter reading as set out in clause 10.6.
- 7.5.2 Bills for drainage rates collected on behalf of Melbourne Water Corporation will also be sent at this time.
- 7.5.3 Non-residential *customers* with high water usage and *sewage* disposal may be billed monthly for these charges; the bills will be sent shortly after *Yarra Valley Water Ltd* has read the meter or estimated the meter reading as set out in clause 10.6.
- 7.5.4 Other non-residential *customers*, unless otherwise agreed, will be billed each quarter for service charges, water usage charges and *sewage* disposal charges and for drainage charges billed on behalf of Melbourne Water Corporation.

7.6 How Bills are Sent

- 7.6.1 *Yarra Valley Water Ltd* must issue a bill to:-
- the *customer* at the address nominated by the *customer*;
 - where the *customer* has made a written request of *Yarra Valley Water Ltd* to do so, the *customer's* agent at the address specified in the request; or
 - a person authorised to act on behalf of the *customer* at the address specified by the person.
- 7.6.2 If a *customer* has not notified *Yarra Valley Water Ltd* of an address, the bill will be sent to:-
- the address of the property at which the charges in the bill have been incurred; or
 - the *customer's* last known postal address.

7.7 Information on the Bill

- 7.7.1 Subject to clause 7.1, *Yarra Valley Water Ltd* will separately itemise the following charges on any bill issued by it:-
- service charges for provision of a water supply and provision of sewerage services;
 - a water usage charge, including the date and result of the current and previous meter reading;
 - a sewage disposal charge, including the calculated volume of waste water for which the *customer* is being charged and which is deemed to have been disposed of to the sewer; and
 - any other charge in connection with the provision of water or sewerage, such as a charge of services provided, either at the request of the *customer* or due to the failure of a *customer* to perform an obligation under this Contract.
- 7.7.2 *Yarra Valley Water Ltd* will include the following information on each bill for all *customers*:-
- the *customer's* contact details (as specified in 7.6) and account number;
 - the address of the property at which the charges in the bill have been incurred;
 - the amount the *customer* is required to pay;
 - the date by which the *customer* is required to pay;

- the ways in which *customers* can pay the bill and information about help which may be available if a *customer* is experiencing difficulties in paying;
- a telephone number for *enquiries* about the bill and a 24-hour emergency service number;
- referral to interpreter services offered by *Yarra Valley Water Ltd*;
- any outstanding credit or debt from previous bills and the payments made by the *customer* since the last bill was sent;
- for residential *customers*, information on concessions available and any concession to which the *customer* is entitled; and
- for residential *customers*, their average rate of water use at the property for each *billing period* back to, and including, the equivalent period in the previous year.

7.7.3 Subject to clause 7.6.4, *Yarra Valley Water Ltd* will display on each quarterly bill a graphical illustration of the residential *customer's* current usage and, to the extent that data is available:-

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

7.7.4 *Yarra Valley Water Ltd* need not include a graphical illustration on a quarterly bill:-

- when it is the *customer's* first bill; or
- where there is nil or very low usage.

7.8 Undercharging

7.8.1 Subject to clause 7.8.2, where *Yarra Valley Water Ltd* has undercharged a *customer* as a result of *Yarra Valley Water Ltd's* error, it may recover from the *customer* the amount undercharged.

7.8.2 Where *Yarra Valley Water Ltd* proposes to exercise its right to recover an amount undercharged as a result of its error, *Yarra Valley Water Ltd* will:-

- limit the amount to be recovered to the charges undercharged in the 12 months prior to the *customer's* last bill;
- list the amount to be recovered as a separate item in a special bill or in the next bill in the *customer's billing cycle* together with an explanation of the amount;
- not charge the *customer* interest on the amount; and
- if the *customer* requests it, allow the *customer* time to pay the amount undercharged in agreed instalments, up to a period equal to the period in which the undercharging occurred, to a maximum period of 12 months.

7.8.3 Where *Yarra Valley Water Ltd* has undercharged a *customer* as a result of the *customer's* illegal use of water *Yarra Valley Water Ltd* may:-

- estimate the usage for which the *customer* has not paid;
- take debt recovery action for the unpaid amount;
- take action in accordance with clause 9.2.

7.8.4 Notwithstanding clause 7.8.4, *Yarra Valley Water Ltd* may exercise any other rights available to it if a *customer's* illegal use of water is detected.

7.9 Overcharging

7.9.1 Where a *customer* has been overcharged as a result of an error by *Yarra Valley Water Ltd*, *Yarra Valley Water Ltd* will:-

- inform the *customer* accordingly within 10 *working days* of *Yarra Valley Water Ltd* becoming aware of the error; and

- pay the amount in accordance with the *customer's* instructions.
- 7.9.2 If the *customer* has been overcharged as a result of an inaccurate meter (see clause 10.5) *Yarra Valley Water Ltd* will refund or credit any amount overcharged in accordance with clause 7.9.1. The amount will be calculated by assuming that the meter was reading high during the *customer's* current *billing period* and previous *billing period*.
- 7.9.3 No interest shall accrue to a credit or refund as a result of overcharging.
- 7.10 Giving Notice when Vacating**
- 7.10.1 *Customers* are required to give *Yarra Valley Water Ltd* at least 48 hours notice before vacating a property, so that a final reading of the meter can be made, if *Yarra Valley Water Ltd* believes this is required, to determine the final bill for water usage and *sewage* disposal charges and, if appropriate, trade waste charges.
- 7.10.2 A *customer* who fails to notify *Yarra Valley Water Ltd* that they are vacating the property will remain liable for any further water usage and *sewage* disposal charges and, if appropriate *trade waste* charges, incurred at that property, until the meter is next read.
- 7.11 Statement of Outstanding Usage Charges**
- 7.11.1 A *customer* may request a special meter reading and an additional bill outside the normal billing cycle.
- 7.11.2 *Yarra Valley Water Ltd* may calculate the outstanding charges by:-
 - reading the meter on the *customer's* property, on payment of a fee as set out in *Yarra Valley Water Ltd's* Schedule of Rates and Charges; or
 - where a meter reading cannot be obtained by the specified date, estimating the charges based on the *customer's* historical usage data at that property (where available). An estimated bill will be provided at no cost to the *customer*.
- 8. PAYING THE BILL**
- 8.1 When Payment is Due**
- 8.1.1 A *customer* must pay the amount set out in a bill within 10 working days of receiving the bill.
- 8.1.2 A *customer* is assumed to receive a bill 2 working days after it is sent to them by *Yarra Valley Water Ltd* in accordance with clause 7.5.
- 8.2 How Payment can be made**
- 8.2.1 *Yarra Valley Water Ltd* will offer the following payment methods and may, at its discretion, offer additional methods:-
 - in person at a network of agencies or payment outlets providing a level of *customer* access at least equal to that provided by *Yarra Valley Water Ltd* to its customers at 1 January 1995;
 - by mail; and
 - by direct debit under a payment arrangement agreed by the *customer*, *Yarra Valley Water Ltd* and the *customer's bank*.
- 8.2.2 Where a *customer* is to be absent for a long period (eg. on a holiday or due to an illness) and is unable to arrange payment by one of the above methods, *Yarra Valley Water Ltd* will also offer:-
 - payment in advance facilities; and
 - re-direction of the *customer's* bill as requested by the *customer* in writing.
- 8.3 Concession**
- 8.3.1 Customers are eligible for State Government funded concessions for their service charges and/or usage charges where liability to pay exists under clause 7.1, if they hold one of the recognised concession cards.

8.3.2 **Yarra Valley Water Ltd** will ensure that concessions will be credited to a customer's account.

8.3.3 Customers should contact **Yarra Valley Water Ltd** for more details. On request, information about concessions will be provided in English and languages other than English.

8.4 Payment Difficulties

8.4.1 **Yarra Valley Water Ltd** will provide information to **customers** on programs which are available to help people having payment difficulties.

8.4.2 A brochure with this information will be provided to **customers** during their collection cycle where there is evidence of hardship, or on request.

8.4.3 The brochure will be made available in a range of languages and will include information on programs to:-

- establish an alternative payment arrangement, including an arrangement to:-
 - pay an agreed amount by instalments as set out in clause 8.5;
 - pay the bill in instalments directly from a bank account (see clause 8.6);
 - defer the payment date for some or all of the amount owed; or
 - re-direct the bill to another **person** for payment, provided that person agrees in writing and **Yarra Valley Water Ltd** agrees;
- provide once-off government-funded financial assistance in case of illness or other hardship, following an assessment of needs, under the Water Rates and Charges Relief Grants Scheme;
- grant government-funded concessions to eligible **customers** (see clause 8.3); or
- refer the **customer** to a no-cost and independent financial counsellor; and
- will also include information enabling the use of interpreter services at no extra cost.

8.4.4 A customer who is having trouble paying a bill should contact **Yarra Valley Water Ltd**. **Yarra Valley Water Ltd** will provide additional assistance to customers in proven hardship.

8.5 Paying by Instalments

8.5.1 **Customers** may tell **Yarra Valley Water Ltd** that they wish to pay their bills by instalments, if they are having difficulties paying their bills, or are in **arrears**.

8.5.2 **Yarra Valley Water Ltd** may ask a **customer** who is in arrears to pay by instalments.

8.5.3 In either case, **Yarra Valley Water Ltd** will offer the **customer** an instalment plan which is consistent with the **customer's** capacity to pay.

8.5.4 **Yarra Valley Water Ltd** is not required to offer a **customer** an instalment plan if:-

- the **customer** has, in the previous 12 months, had 2 instalment plans cancelled due to non-payment. In such a case, **Yarra Valley Water Ltd** is required to offer another instalment plan only if the **customer** provides reasonable assurance to **Yarra Valley Water Ltd** that the **customer** will comply with the plan; or
- the **customer** has the capacity to pay their bills and any **arrears** without an instalment plan.

8.5.5 Under an instalment plan, the **customer** pays an amount each instalment period (usually fortnightly).

8.5.6 **Yarra Valley Water Ltd's** will confirm the offer in writing and will:-

- state a period over which the **customer** will pay by instalments;
- specify an instalment amount which will fully pay the **customer's** estimated and/or arrears amounts over that period (even though the **customer** will be in credit or debt for some of that time because of seasonal changes in water consumption); and
- state how the amount of the instalments is calculated.

8.5.7 **Yarra Valley Water Ltd** will compare the actual bills of a **customer** who is paying by instalments with the estimated bills on which the instalment amounts are based. If the differences between the actual and estimated bills mean the **customer** will be significantly in credit or debt at the end of the plan, then **Yarra Valley Water Ltd** will offer the **customer** options which should ensure that the **customer's** account is in balance at the end of the plan. These options may include a:-

- refund;
- one-off extra payment by the **customer**; or
- changed instalment amount.

8.6 Direct Debits

8.6.1 If a **customer** asks or agrees to pay **Yarra Valley Water Ltd** directly from a bank account or any other method as may be permitted from time to time by the banking industry (whether or not by instalments), the amount (which may include the full bill or an agreed instalment) and frequency of those payments will be as agreed by the **customer** and **Yarra Valley Water Ltd** in writing.

8.6.2 No other amount will be deducted unless express written agreement is given by the **customer**.

8.6.3 A **customer** may provide **Yarra Valley Water Ltd** with their credit account details in order to pay for one instalment or full bill. **Yarra Valley Water Ltd** must obtain a **customer's** agreement in writing for each subsequent instalment or bill payment using this initial authorisation.

8.6.4 **Yarra Valley Water Ltd** will not require **customers** to agree to direct debit as a condition of their water supply.

8.7 Collection Cycle

8.7.1 All reasonable efforts will be taken by **Yarra Valley Water Ltd** to provide assistance to **customers** with payment difficulties during the collection cycle.

8.7.2 If a customer fails to pay by the date set out in the bill (refer clause 7.7.2) **Yarra Valley Water Ltd** or an authorised agent working on behalf of **Yarra Valley Water Ltd** will send a second bill or notice which will state information on assistance available as set out in clause 8.4.

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

- specifies the assistance which is available;
- advises that the bill is overdue and must be paid for the **customer** to avoid legal or restriction action; and
- cautions that, if legal or restriction action is taken a **customer** may incur additional costs relating to the fixing of a restricting device to the property or in connection with the legal actions taken.

8.7.4 Restriction of the water supply or legal action will not occur unless:-

- at least 28 working days have elapsed since the issue of the first bill referred to in clause 7.7.2 sent by **Yarra Valley Water Ltd**;
- the **customer** has been sent a brochure with information on programs that are available to help people with payment difficulties (refer clause 8.4);
- someone, on behalf of **Yarra Valley Water Ltd**, has attempted to make further contact with the **customer** about the non-payment by means of a visit, telephone call or mail and in the case of restriction, been notified of the date of the proposed restriction; and
- the **customer** has been offered an instalment plan or other alternative payment arrangement consistent with the **customer's** capacity to pay as set out in clause 8.5, and has failed to respond or refused to agree to it; or

- the **customer** has agreed to an instalment plan or other alternative payment arrangement consistent with the **customer's** capacity to pay but has **failed to comply** with the arrangement and failed to pay the amount owed.

8.7.5 For the purposes of this clause, **customers** are deemed to receive a brochure, bill or notice 2 working days after it is sent by **Yarra Valley Water Ltd** in accordance with clause 7.5.1.

8.8 Charge for Dishonoured Payments

8.8.1 If a **customer** pays **Yarra Valley Water Ltd's** bill:-

- by cheque, and the cheque is dishonoured; or
 - by a direct debit from a bank account, and insufficient funds are available,
- then **Yarra Valley Water Ltd** may charge the customer the administrative fee charged by its bank.

8.8.2 **Yarra Valley Water Ltd** will not charge this fee if the **customer** is receiving a Government pension or benefit and the dishonour is due to a late payment by the relevant Department.

9. RESTRICTION OR DISCONNECTION OF WATER AND SEWERAGE SERVICES

9.1 For Non-Payment

9.1.1 If a **customer** does not pay an amount owed to **Yarra Valley Water Ltd**, then **Yarra Valley Water Ltd** may restrict the supply of water to the **customer**.

9.1.2 **Yarra Valley Water Ltd** will not take action to restrict the supply of water unless it has taken the steps detailed in 8.7.

9.1.3 Exceptions

Yarra Valley Water Ltd will not apply a restriction to a **customer's** water supply if:-

- the amount owed by the **customer** is less than \$100;
- the **customer** has registered with **Yarra Valley Water Ltd** as requiring a supply of water, and the registration is for health reasons, as set out in clause 4.9;
- it is a Friday, a weekend, a public holiday, or the day before a public holiday, or after 3.00pm on a weekday;
- the **customer** is eligible and has lodged a claim for a Government-funded concession, but has not yet been granted the concession;
- the **customer** has applied for a Water Rates and Charges Relief Grant and the claim has not yet been decided;
- there is a dispute between the **customer** and **Yarra Valley Water Ltd** about the amount unpaid which has not been resolved as set out in clauses 15.5 and 15.6. However restriction may result if the **customer** does not pay any amount which is not in dispute;
- the **customer** is a **tenant** and the amount unpaid is owed by the property owner; or
- the **customer** is a **tenant** and has lodged a claim with the Residential Tenancies Tribunal against the **landlord** for the amount unpaid, and the claim has not been decided.

9.2 For Other Reasons

9.2.1 **Yarra Valley Water Ltd** may restrict the supply of water to a **customer** if:-

- **Yarra Valley Water Ltd** believes that private works for the supply of water to the **customer** do not comply with regulations made under the **Building Act 1993**; or
- the **customer** has breached any provision of the **Water Industry Act 1994** dealing with the use or taking of water, or
- has refused entry to an employee or contractor of **Yarra Valley Water Ltd** who was investigating such a breach.

9.2.2 **Yarra Valley Water Ltd** may disconnect a property from its system if the owner or owner/occupier has failed to comply with a notice from **Yarra Valley Water Ltd** to:-

- remedy a breach of the **Water Industry Act 1994** or **Building Act 1993** or a requirement made by *Yarra Valley Water Ltd* under that Act; or
- disconnect the property from *Yarra Valley Water Ltd's* system.

9.3 Minimum Flow Rate during Restriction

9.3.1 Where *Yarra Valley Water Ltd* restricts the supply of water, the flow rate will be at least 2 litres per minute at the tap nearest the meter.

9.3.2 *Customers* who believe that restriction will cause a health hazard should contact *Yarra Valley Water Ltd* on telephone 131 721.

9.4 Restoring Water Supply

9.4.1 If a *customer's* water supply or sewerage service has been restricted or disconnected, *Yarra Valley Water Ltd* will restore the service following:-

- payment of bills for which the restriction or disconnection occurred, or
- agreement with the *customer* on how those bills will be paid; or
- rectification of the reason for restriction or disconnection; and
- payment of any restriction or restoration fee set out in the Schedule of Fees in *Yarra Valley Water Ltd's* price list.

9.4.2 *Yarra Valley Water Ltd* will restore the *customer's* service within 24 hours, or on the same day if the above conditions are met before 3pm.

9.5 Disconnection by the Customer

9.5.1 Under the **Water Industry Act 1994**, a *customer* who owns a property may, with *Yarra Valley Water Ltd's* written consent, disconnect the property from the water main or sewer branch to which it is connected.

9.5.2 *Yarra Valley Water Ltd* may not consent if it believes that disconnection of the *customer's* property from its water or sewerage systems would endanger public health or the environment.

9.5.3 Disconnection of a *customer's* property terminates this contract as set out in clause 3.3.

10. METERS

10.1 Measuring Water Supplied

10.1 The *customer* will only be charged for the volume of water measured by a meter, unless the meter has failed a test in accordance with clause 10.5 or an estimate has been required in accordance with clause 10.6.

10.2 Installation

10.2.1 A meter can only be installed at the initiative of *Yarra Valley Water Ltd* or the property owner.

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

10.2.3 The meter is owned by *Yarra Valley Water Ltd* once it has been installed and must be:-

- supplied or approved by *Yarra Valley Water Ltd*;
- installed by a licensed plumber or *Yarra Valley Water Ltd*; and
- maintained by *Yarra Valley Water Ltd* at no extra cost to the customer unless the customer has damaged the meter.

10.3 Ensuring Access

10.3.1 The *customer* must ensure that the meter is accessible for reading, testing, inspection and replacement by *Yarra Valley Water Ltd*.

10.3.2 *Yarra Valley Water Ltd* may serve notice on the *customer* to make the meter accessible, under provisions of the **Water Industry Act 1994** summarised in clause 11.2.

- 10.3.3 Residential property owners must make every reasonable effort to install the meter where it can be read without the meter-reader having to enter the *residence*. The same obligation applies to *Yarra Valley Water Ltd* if it installs the meter.
- 10.3.4 The *customer* can, on payment of a fee as set out in *Yarra Valley Water Ltd's* Schedule of Rates and Charges, arrange for a remote meter-reading device to be installed. This will allow the meter to be read away from the meter itself, such as on the fence line of the property. *Yarra Valley Water Ltd* will still require occasional access to the meter.
- 10.4 Readings by the Customer**
- 10.4.1 If *Yarra Valley Water Ltd* is unable to gain access to read the meter on a *customer's* property, the *customer* may be asked to read it and advise *Yarra Valley Water Ltd*.
- 10.5 Meter Testing**
- 10.5.1 *Yarra Valley Water Ltd* will take all reasonable steps to ensure that meters do not read high. *Yarra Valley Water Ltd* will test all meters before they are installed. *Yarra Valley Water Ltd* will also undertake regular routine sampling of existing meters to test for accuracy. Where any such case occurs then *Yarra Valley Water Ltd* will replace the meter and reimburse the customer in line with the protocol below.
- 10.5.2 *Yarra Valley Water Ltd* will also, within 10 working days of a request from a customer, test the meter which has been installed to measure and record the amount of water supplied to the customer, to ascertain whether or not the meter is accurate. Before testing the meter, *Yarra Valley Water Ltd* may first ask the *customer* to perform a test to show whether there is a leak in the pipes on the *customer's* property.
- 10.5.3 *Yarra Valley Water Ltd* will conduct the test and calculate the measurement error in accordance with a method:-
- which is representative of *customers'* consumption patterns; and
 - which has been approved by the National Standards Commission.
- 10.5.4 If the test shows that the meter is reading high and that the error measurement is greater than 2% *Yarra Valley Water Ltd* will:-
- replace the meter at its expense;
 - refund any charge paid by the customer for the test; and
 - refund or credit any amount overcharged in accordance with clause 7.9.2.
- 10.5.5 The costs of the test will be met by the *customer* if the meter is shown not to be inaccurate in accordance with clause 10.5.3.
- 10.5.6 A copy of the test report will be provided to the *customer* within 5 days of *Yarra Valley Water Ltd* receiving the test report.
- 10.6 Estimated Meter Readings**
- 10.6.1 *Yarra Valley Water Ltd* will endeavour to ensure that all customers have an actual meter reading at least once every 12 months. However *Yarra Valley Water Ltd* may estimate the reading if:-
- The customer refuses or fails to read the meter when requested to do so;
 - The customer chooses to have their reading estimated; or
 - The meter is inaccurate as set out in clause 10.5.
- 10.6.2 In estimating the reading the *Yarra Valley Water Ltd* will base the estimate on the customer's usage history at the property (if available), using any method specified under the *Water Industry Act 1994*.
- 10.6.3 *Yarra Valley Water Ltd* will limit recovery of any undercharged amounts to those accumulated over the 12 month period prior to the last meter reading (in line with clause 7.8.2).

11. RESPONSIBILITIES FOR MAINTENANCE**11.1 Plumbing and Pipes**

All on site plumbing work from the outlet of any water meter or upstream from the sewer property connection point must be undertaken by a licensed or registered plumber, as required by Part 12A of the **Building Act 1993**.

11.1.1 The responsibilities of the property owner and plumber are also set out in Part 12A of the **Building Act 1993**.

11.1.2 Between the meter and taps

The property owner is responsible for *maintaining* all plumbing from the taps and appliances to the *meter assembly*, or to the property boundary where there is no meter assembly or the meter assembly is not accessible at all times.

11.1.3 The meter and stop tap

Yarra Valley Water Ltd is responsible for *maintaining* the *meter assembly*, including the stop tap at the meter.

11.1.4 Between main and meter (property service pipe)

- The property owner is responsible for *maintaining* the *property service pipe* if it is over 50mm in diameter.
- *Yarra Valley Water Ltd* is responsible for maintaining the property service pipe if it is 50mm in diameter or less.
- However, if *Yarra Valley Water Ltd* replaces a galvanised iron property service pipe for any reason other than it was leaking, the property owner is responsible for the cost of replacement. In the case of a single residential dwelling the property owner is only responsible for the cost of replacement up to \$500, with *Yarra Valley Water Ltd* being responsible for the cost in excess of \$500.

11.1.5 Private extensions and fire services

The property owner is responsible for *maintaining*:-

- private fire services up to and including the valve at the water main;
- private extensions or trunk services up to and including the ferrule; and
- *property service pipes* from private extensions.

11.1.6 Backflow Prevention Devices

The property owner is responsible for *maintaining* any *backflow prevention device* which has been installed downstream of the outlet of the meter.

11.1.7 Sewerage pipes

The property owner is responsible for *maintaining* all plumbing and fixtures up to the point of connection with *Yarra Valley Water Ltd's* sewer branch. In most cases, the point of connection with the sewer branch is inside the property. If an owner does not know where the point of connection is, they should contact *Yarra Valley Water Ltd*.

11.2 Notice to repair

11.2.1 The property owner may be required to undertake maintenance work under the **Water Industry Act 1994** or the **Building Act 1993**.

11.2.2 Under circumstances specified in the **Water Industry Act 1994**, *Yarra Valley Water Ltd* may deliver notice to a property owner requiring the property owner to:-

- *maintain* works on the property;
- remedy a contravention of the Act or a requirement made by *Yarra Valley Water Ltd* under the Act; or
- remedy a flow rate of less than 2 litres per minute at the tap at the water meter (or if no tap is located there, at the outlet of the *property service pipe*), provided it is the *maintenance* responsibility of the property owner.

- 11.2.3 If the property owner fails to comply, the **Water Industry Act 1994** provides that *Yarra Valley Water Ltd* may take the action specified in the notice and charge the owner the reasonable costs for which the owner is responsible.
- 11.2.4 The notice given to a property owner to take the action specified will be reasonable, and not less than 48 hours after the notice has been delivered. Under the **Water Industry Act 1994** the property owner may apply to the Administrative Appeals Tribunal for a review of the decision by *Yarra Valley Water Ltd* to serve the notice.
- 11.2.5 If *Yarra Valley Water Ltd* has been advised that the property is occupied by a *tenant*, a copy of the notice will be forwarded to that *tenant*, for information.

11.3 Removal of Trees

- 11.3.1 *Yarra Valley Water Ltd* recognises the value of trees as an amenity and as a contribution to the environment. However their roots are a major cause of blockages in individual property sewers, which may be both inconvenient and costly. A leaflet "Trees and pipe damage" is available which advises *customers* about which trees cause particular problems. *Yarra Valley Water Ltd* will use all reasonable methods to clear blockages and maintain sewer flows. However as a last resort it may be necessary to remove individual trees.
- 11.3.2 If *Yarra Valley Water Ltd* decides that a tree on a property is obstructing or damaging its water or sewerage system, or is likely to do so, it may require the property owner to remove the tree under the **Water Industry Act 1994**.
- 11.3.3 *Yarra Valley Water Ltd* will first give the property owner 7 days notice in writing. If the property owner believes that the decision of *Yarra Valley Water Ltd* is unreasonable he or she may, within that 7 day period, apply to *Yarra Valley Water Ltd* to have the decision reviewed.
- 11.3.4 If *Yarra Valley Water Ltd* still decides that the tree is to be removed and the property owner still does not agree with this decision, he or she may apply to the Administrative Appeals Tribunal to have the decision reviewed.
- 11.3.5 If the property owner does not apply to the Tribunal, and does not remove the tree, then *Yarra Valley Water Ltd* may give the property owner notice that if the tree is not removed within 21 days, it will remove the tree and recover the reasonable cost of removal from the property owner.
- 11.3.6 Compensation may be required to be paid by *Yarra Valley Water Ltd* to the property owner if the tree required to be removed is not on land over which:-
- a) an easement exists in favour of *Yarra Valley Water Ltd*; or
 - b) an easement exists for water supply, sewerage or drainage purposes.
- 11.3.7 If *Yarra Valley Water Ltd* has been advised that the property is occupied by a *tenant*, a copy of the notice will be forwarded to that *tenant*, for information.

11.4 Building Work by the Customer

- 11.4.1 Under the **Water Industry Act 1994**, *customers* must not, without the prior consent of *Yarra Valley Water Ltd*, undertake any building or construction work:-
- which may interfere with *Yarra Valley Water Ltd's* water supply or sewerage system;
 - over easements for water supply, sewerage or drainage purposes; or
 - over, or next to *Yarra Valley Water Ltd's* water supply and sewerage systems.

11.5 Altering Connections

- 11.5.1 Under the **Water Industry Act 1994**, *customers* must not alter any works connected to *Yarra Valley Water Ltd's* works without *Yarra Valley Water Ltd's* consent.

11.6 Damage and Illegal Work

- 11.6.1 *Yarra Valley Water Ltd* is not responsible for any:-
- damage caused by a *customer*; or

- illegally connected services.

12. WORKS BY YARRA VALLEY WATER LTD

12.1 Customer Notice for Planned Works

- 12.1.1 *Yarra Valley Water Ltd* will sometimes need to carry out **planned** construction **works**.
- 12.1.2 *Yarra Valley Water Ltd* will provide 5 working days notice to **customers** who are likely to be affected by these works.

12.2 Notice in Emergencies

- 12.2.1 In an emergency, *Yarra Valley Water Ltd* will inform **customers**, wherever possible, when it needs to enter their property to inspect or **maintain** *Yarra Valley Water Ltd's* water supply and sewerage system.

12.3 Restoring the Street or Property

- 12.3.1 Where *Yarra Valley Water Ltd* opens or breaks up the soil or pavement of any street or property, it will as soon as reasonably possible:-
- fill in the ground;
 - ensure that the street is repaired by the local council; and
 - remove any rubbish caused by *Yarra Valley Water Ltd*;
- so as to leave the street or property in a state as near as possible to the state it was in prior to the work done by *Yarra Valley Water Ltd*.

12.4 Safety Fencing and Lighting

- 12.4.1 *Yarra Valley Water Ltd* will also ensure that where any soil or pavement on any street has been opened or broken up by it, that those areas are properly fenced and, where appropriate, lit so they do not constitute a hazard.
- 12.4.2 This will be done in accordance with the Vic Roads *Roadworks Signing Code of Practice* and the *Occupational Health & Safety Act*, or any other applicable safety standard.

12.5 Contribution to New Works

- 12.5.1 Under the **Water Industry Act 1994**, if *Yarra Valley Water Ltd* intends to provide new or improved services which will benefit a property, it may require the property owner to meet or contribute to the cost of any related works.
- 12.5.2 Where this occurs, *Yarra Valley Water Ltd* must give the owner a notice setting out:-
- the amount payable;
 - the reason why payment is required;
 - details of the new works or services to be provided;
 - details of the owner's right to object to the payment.
- 12.5.3 Within one month of receiving this notice, (or longer time allowed by *Yarra Valley Water Ltd* in the notice), the owner may object to the payment. *Yarra Valley Water Ltd* must review its decision based on that objection. If *Yarra Valley Water Ltd* decides to proceed with the new works or services, the owner may have the decision reviewed by the Administrative Appeals Tribunal.
- 12.5.4 *Yarra Valley Water Ltd* is required to have regard to the requirements of the Consumer Credit Code in negotiating the terms and payments of any agreement with **customers**.

13. ENTRY ONTO CUSTOMER'S PROPERTY BY YARRA VALLEY WATER LTD

13.1 Reasons for Entry

- 13.1.1 Under the **Water Industry Act 1994**, a **customer** is required to allow *Yarra Valley Water Ltd* to enter their property:-
- To inspect, read, test or replace the meter, carry out **planned works**, inspect new drainage or plumbing connections, alter existing connections, or restrict the water supply in accordance with Part 9;

- In an emergency;
- To inspect the works or make any test to find out whether the **Water Industry Act 1994** is being complied with;
- To remove trees as set out in clause 11.3; or
- For *trade waste* inspections.

13.2 Customer Notice

13.2.1 Under the **Water Industry Act 1994**, *Yarra Valley Water Ltd* must give a *customer* 5 working days notice of entry onto their property for works, except in an emergency or if the *customer* consents to a shorter time.

13.2.2 No notice is required for meter readings or *trade waste* inspections.

13.3 Times of Entry

13.3.1 Under the **Water Industry Act 1994**, *Yarra Valley Water Ltd* will not enter residential properties outside the hours of 7.30am and 6pm unless:-

- the occupier consents;
- *Yarra Valley Water Ltd* has reasonable grounds for believing that the **Water Industry Act 1994** is not being complied with by the occupier; or
- an emergency exists.

13.3.2 In the case of *trade waste* inspections, this restriction on entry times does not apply. However *Yarra Valley Water Ltd* must enter the property only at times it reasonably believes the property is in operation, unless it is an emergency.

13.4 Impact on Customers' Properties

13.4.1 Under the **Water Industry Act 1994**, *Yarra Valley Water Ltd* is required to ensure that, where its employees or contractors enter a *customer's* property, they:-

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

13.5 Keys held by Licensee or Contractor

13.5.1 Where *Yarra Valley Water Ltd* or its contractors hold keys to a *customer's* premises, these will be held in safe custody and returned when the customer notifies *Yarra Valley Water Ltd* of their vacation of the property.

13.6 Entry when no-one on Premises

13.6.1 Where an employee or contractor of *Yarra Valley Water Ltd* enters a *customer's* premises when the premises are unoccupied (except for the purpose of reading an easily accessible meter), the employee or contractor will leave a notice stating the time, date and purpose of entry, and their identity.

13.7 Identification

13.7.1 Employees or contractors of *Yarra Valley Water Ltd* will carry identification which will be produced or displayed at the time of entering a *customer's* property.

13.8 Notifying Yarra Valley Water Ltd of Dangers

13.8.1 *Customers* are required to advise *Yarra Valley Water Ltd's* employees and contractors of anything on their property that they know could be dangerous to the employees or contractors, such as a savage dog.

14. CONSULTATION AND INFORMATION

14.1 Involving Customers in Service Planning

14.1.1 *Yarra Valley Water Ltd* has established committees and other forums to enable the contribution of community expertise and advice to *Yarra Valley Water Ltd's* service planning and decision making process. *Yarra Valley Water Ltd* has established a Customer Consultative Committee and Environmental Consultative Committee.

14.2 Customer Survey

- 14.2.1 *Yarra Valley Water Ltd* will survey a representative sample of customers about the performance of *Yarra Valley Water Ltd* at least once each year.
- 14.2.2 The survey will be carried out in a way approved by the Office of the Regulator-General, and the results will be published annually by *Yarra Valley Water Ltd*.

14.3 Monitoring of Water Quality

- 14.3.1 *Yarra Valley Water Ltd* will publish the results of its water quality monitoring programs annually.

14.4 Environmental Performance

- 14.4.1 *Yarra Valley Water Ltd* will provide water and sewerage services that meet sustainable standards of environmental care. This will be achieved by continuously improving our environmental performance and by addressing the expectations of *customers*, the community and government.
- 14.4.2 *Yarra Valley Water Ltd* will publish an Environmental Performance Report on an annual basis to provide *customers* with a record of performance over the previous twelve months and the targets for the forthcoming year. Copies will be distributed to specific interest groups and will be available on request.

14.5 Requests for Information

- 14.5.1 *Yarra Valley Water Ltd* will respond to requests for information consistent with normal commercial practices and in the time specified in clause 15.2.

14.6 Billing History

- 14.6.1 *Yarra Valley Water Ltd* will provide a *customer* or their representative with written authorisation, on request, with copies of any documents it has concerning the *customer's* billing history and, subject to clause 14.5.3, which are reasonably available.
- 14.6.2 *Yarra Valley Water Ltd* will ensure that the last three years of a *customer's* billing history (volume of water used, charges and payments) is stored in such a way that information can be provided quickly and at no cost to the customer during a phone enquiry.
- 14.6.3 *Yarra Valley Water Ltd* will provide copies of the following materials to customers on request:-
- this Contract, the Customer Charter, and *Yarra Valley Water Ltd's* licence;
 - the results of the *customer* survey referred to in clause 14.2;
 - the results of the water quality monitoring program referred to in clause 14.3;
 - the Environment Performance report referred to in clause 14.4;
 - its water quality improvement programs;
 - educational material about water conservation;
 - current Schedule of Rates and Charges, including prices as per clause 7.2.1;
 - current lists of local offices and emergency telephone numbers; and
 - materials for *customers* with special communication needs, providing information about this contract and *Yarra Valley Water Ltd's* water supply and sewerage services.
- 14.6.4 Under the **Water Industry Act 1994**, any *person* may obtain an information statement in relation to any *customer's* property, on payment of an application fee to *Yarra Valley Water Ltd*.
- 14.6.5 The information statement will specify:-
- any rates and charges required to be billed by *Yarra Valley Water Ltd* on behalf of Melbourne Water Corporation and Parks Victoria;
 - any encumbrances and outstanding orders relating to the property; and

- any outstanding amounts owed to Melbourne Water Corporation or Parks Victoria, inclusive of charges for the billing period then in operation.

14.7 Privacy

- 14.7.1 *Yarra Valley Water Ltd* is obliged to keep customer information confidential consistent with guidelines issued by *the Office*.
- 14.7.2 Further information on *Yarra Valley Water Ltd's* obligations can be obtained by contacting 131 721.

15. ENQUIRIES, COMPLAINTS AND DISPUTE RESOLUTION

15.1 Telephone Enquiries

- 15.1.1 A *customer* may telephone *Yarra Valley Water Ltd* on 131 721, at any time 24 hours a day, 7 days a week, to enquire about a bill, payment options, concession entitlements or other information about *Yarra Valley Water Ltd's* services.
- 15.1.2 The *customer* will be given prompt, courteous and helpful replies and will be told the name of the person who is handling the *enquiry*. 90% of calls will be answered within 15 seconds.

15.2 Written Enquiries

- 15.2.1 *Customers* may also make written *enquiries*. The preferred address for these is *Yarra Valley Water Ltd*, P.O. Private Bag 1, Mitcham, 3132.
- 15.2.2 If a *customer* asks for a written reply, *Yarra Valley Water Ltd* will send one to the *customer* within 6 working days of receiving the *enquiry*. The reply will either:-
- deal with the substance of the *enquiry*; or
 - tell the customer when they will receive such a reply, if the *enquiry* is a complex one.
- 15.2.3 If a *customer* does not ask for a written reply, *Yarra Valley Water Ltd* may answer the *enquiry* by a telephone call, within 6 working days of receiving the *enquiry*.

15.3 Complaints

- 15.3.1 If a *customer* has a *complaint*, the *customer* should first contact the Customer Service area of *Yarra Valley Water Ltd*, either in writing at *Yarra Valley Water Ltd*, P.O. Private Bag 1, Mitcham, 3132 or by telephone at any of the customer service lines listed at the front of this contract.
- 15.3.2 The *complaint* will be handled according to the procedure to *enquiries*, as set out in clauses 15.1 and 15.2. In its reply, *Yarra Valley Water Ltd* will inform the customer of *Yarra Valley Water Ltd's* conclusions and the reasons for those conclusions.

15.4 Complaints Review

- 15.4.1 If a *customer* is not satisfied with *Yarra Valley Water Ltd's* response to a *complaint*, they may have the *complaint* referred to an appropriate manager for review.
- 15.4.2 If the *customer* is still not satisfied with the response, the *complaint* will be reviewed by a senior manager of *Yarra Valley Water Ltd*. That manager will ensure that the *complaint* has been properly investigated and that the final decision has taken into account the *customer's* rights and obligations.
- 15.4.3 If a *customer* is still not satisfied with the response they may ask the Yarra Valley Water Customer Consultative Committee (CCC) to review the complaint. The Chairperson of the CCC can be contacted at P.O. Private Bag 1, Mitcham, 3132. *Yarra Valley Water Ltd* will be bound by the recommendation of the CCC.
- 15.4.4 A review of a *complaint* will be handled according to the procedure for *enquiries*, as set out in clauses 15.1 and 15.2. In its reply, *Yarra Valley Water Ltd* will inform the *customer* of:-
- *Yarra Valley Water Ltd's* conclusions and the reasons for those conclusions, including details as to the legislative or policy basis for the conclusions, if appropriate; and

- any external dispute resolution forum through which the customer can pursue the complaint, such as the Office of Fair Trading and Business Affairs, the Small Claims Tribunal, the Administrative Appeals Tribunal (as set out in clauses 8.2, 10.3 and 11.5), the Environment Protection Authority, or the courts.

15.5 When a Dispute May Be Resolved

15.5.1 A dispute may be considered to be resolved if:-

- *Yarra Valley Water Ltd* has informed the *customer* of its decision on the *customer's complaint* and the outcome of any review, as set out in clauses 15.3 and 15.4, and 10 working days have passed during which time the *customer* has not:
 - sought a further review as set out in clause 15.4; or
 - lodged a claim in an external dispute resolution forum; or
- the *customer* has lodged a claim in an external dispute resolution forum, and the claim has been finalised.

15.6 Billing Disputes

15.6.1 If a *complaint* involves a dispute over an amount of money to be paid by a *customer*, *Yarra Valley Water Ltd* will not seek this amount from the *customer* unless the dispute has been resolved in favour of *Yarra Valley Water Ltd*, as set out in clause 15.5.

15.6.2 The *customer* must pay any other amount owed to *Yarra Valley Water Ltd* which does not directly relate to the *complaint*.

15.7 Record of Complaints

15.7.1 *Yarra Valley Water Ltd* will keep a record of all *customer complaints* and its responses to those *complaints*.

15.7.2 *Yarra Valley Water Ltd* will make the record available to the *Office* which will publish comparisons between the retail *licensees*.

15.8 Complaints by Yarra Valley Water Ltd

15.8.1 If *Yarra Valley Water Ltd* believes a *customer* has failed to perform their obligations under this contract, it will try in good faith to resolve any dispute directly with the *customer*.

15.8.2 If, after doing so, *Yarra Valley Water Ltd* still believes the customer is in breach of this contract, it may be able to take enforcement action under the **Water Industry Act 1994** and in the courts.

16. SERVICE STANDARDS AND COMPENSATION

16.1 General Service and Product Standards

16.1.1 *Yarra Valley Water Ltd* will comply with its general obligations under the Trade Practices Act, 1974 and will provide any services under this contract with due care and skill. Any materials provided by *Yarra Valley Water Ltd* in connection with those services will be reasonably fit for the purpose for which they are provided.

16.2 General Right to Compensation

16.2.1 If *Yarra Valley Water Ltd* breaches this contract or otherwise fails to perform its functions adequately, and a *customer* has suffered any financial loss as result, then the *customer* may have a right to claim compensation or seek rectification from *Yarra Valley Water Ltd*.

16.2.2 In such cases, the *customer's* right to compensation may arise under this contract, the **Water Industry Act 1994**, the **Fair Trading Act 1984**, the **Building Act 1993** or the **Trade Practices Act 1974**.

16.3 Service Commitments

16.3.1 If a residential *customer* occupies a property and *Yarra Valley Water Ltd* fails to meet the service commitments in this contract then the *customer* is entitled to an automatic rebate in the following circumstances:-

SERVICE COMMITMENTS: \$20 Rebates	
Interruption to water supply: planned, (see clause 4.8)	
Sometimes we need to turn off the water eg, to replace a pipe. We will give you a \$20 rebate if:-	
1.	We cut off your water for more than 5 hours.
2.	We do not give you notice.
3.	The interruption is longer than we said it would be.
4.	We cut off your water between 5am - 9am or 5pm - 11pm.
Interruption to water supply & sewerage service: unplanned	
Sometimes emergencies happen when a burst means we need to turn the water off without warning or our sewers become blocked. We will pay a \$20 rebate if:-	
5.	We cut off your water supply for more than 4 hours (see clause 4.6.2).
6.	We fail to restore a sewerage service interruption within 4 hours, where we are responsible for resolving your problem (see clause 5.3.2).
7.	We allow more than 5 unplanned water or sewerage interruptions in total during any 12 month period. We will pay you the rebate for each interruption over the target of 5 (see clause 4.6.1).
Flow Rate	
8.	We do not provide adequate water flow-rate (see clause 4.2.1). The rebate may only be claimed once, unless we fail to take reasonable action.
Entry on Residential Property	
9.	We enter your property other than as allowed (see clause 13).
Response to Customers	
10.	We do not reply to your letter within 6 working days (see clause 15.2.2).

16.3.2 We know that sewage spills cause particular inconvenience and damage. We will therefore pay a \$100 rebate to residential customers who experience the following:-

SERVICE COMMITMENTS: \$100 Rebates	
Sewage Spills due to our fault	
11.	We fail to contain a sewage spill inside your house within one hour (see clause 5.4.2).
12.	We fail to contain a sewage spill on your property within four hours (see clause 5.4.2).

17. DEFINITIONS

Agent has the meaning given at clause 2.3.1.

Arrears means an amount of money owed to *Yarra Valley Water Ltd* by a *customer*.

Backflow Prevention Device means a device, which must be of a type approved under Part 12A of the **Building Act 1993**, used to prevent contaminants from being introduced into *Yarra Valley Water Ltd's* water supply system from a *customer's* water system.

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

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

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

Customer has the meaning given in clause 2.1.

Domestic wastewater means wastewater discharged from domestic fixtures other than toilets, bidets or kitchen sinks.

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

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

Failure to comply with an instalment plan means that, when a payment is due, two previous payments are outstanding.

Interruption means:-

- in the case of a *customer's* water supply, a total loss of water by *Yarra Valley Water Ltd* to the *customer*; or
- in the case of a *customer's* sewerage service, the *customer* is unable to dispose of *sewage* through the sewer pipes on their property into *Yarra Valley Water Ltd's* sewerage system.

Landlord means any *person* who leases or rents a property to a *customer*.

Maintenance includes repair and replacement.

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

Minister means the Minister administering the **Water Industry Act 1994**.

Peak summer demand means demand for water on any day immediately following two or more days of temperatures exceeding 35 degrees Celsius in *Yarra Valley Water Ltd's* licence area.

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

Planned interruption means an *interruption* which is caused by *Yarra Valley Water Ltd* to allow *planned* maintenance or augmentation to be carried out.

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

Property service pipe means the pipe from *Yarra Valley Water Ltd's* water main to the *meter assembly*, or to the stop tap near the property boundary where no meter is fitted.

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

Residence means the building in which the **customer** lives.

Sewage means any human excreta or domestic water borne waste, whether untreated or partially treated. It does not include **trade waste** or storm water.

Sewerage services means the functions described in section 90 of the **Water Industry Act 1994** and the duties set out in **Yarra Valley Water Ltd's** licence.

Tenant means a **customer** who leases or rents a property from another **person**.

The Office means the Office of the Regulator-General established under the **Office of the Regulator-General Act 1994**.

Trade waste has the definition given in regulations made under the **Water Industry Act 1994**.

Unplanned interruption means an **interruption** which is caused by a fault in **Yarra Valley Water Ltd's** system or a fault which is the **maintenance** responsibility of **Yarra Valley Water Ltd** as set out in clause 10.1.

Water Industry Act 1994 includes all amendments to, and any regulations made under, that Act.

Water supply services means the functions described in section 80 of the **Water Industry Act 1994** and the duties set out in **Yarra Valley Water Ltd's** licence.

18. ATTACHMENT ONE - YARRA VALLEY WATER

18.1 NOMINATED ZONES FOR WATER QUALITY IMPROVEMENT PROGRAMS

Yarra Valley Water Ltd will complete water quality improvement programs in the following zones, by the dates indicated, in line with clause 4.4.

AREA	DATE
Tullamarine	June 1998
Somerton	June 1998
Healesville/Yarra Glen	December 1998
Ridge/Monbulk	June 1999

Customers may contact **Yarra Valley Water Ltd** to obtain further details of the zone boundaries and the nature of the water quality improvement programs.

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