

# Customer Charter

## 2018-23

Updated March 2023

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## Introduction

Westernport Water acknowledges Aboriginal and Torres Strait Islander peoples as First Nations People and that the land, sea and water are of spiritual, cultural and economic importance. We recognise that we provide services on the traditional lands of the Bunurong peoples of the Kulin Nation. The Bunurong peoples have managed the resources on Millowl for thousands of years. We acknowledge them and their continued connection to this place, as we go about managing the water resources today.

## Introduction

**Westernport Water's** Customer Charter outlines the commitments, responsibilities and standards of water and wastewater services provided to customers. If your property is connected to our system, we will provide water and wastewater services in accordance with this Customer Charter.

**The Essential Services Commission's** (ESC) Water Industry Standard - Urban Customer Service regulates Westernport Water under section 4F of the *Water Industry Act 1994* and sets out the minimum standards for customers, which are considered in this Charter.

Westernport Water supplies some services under an express written agreement with a customer (such as private extension supplies and recycled water). The terms of such agreements often differ from, and prevail over, the terms mentioned in this Charter. However, agreements that were made after 1 November 2004 to apply beyond 1 July 2005 will meet the minimum standards set out in this Charter unless it is proven to be impractical and the customer is advised the reasons why in writing.

### About Westernport Water

Westernport Water provides water, wastewater and recycled water services to approximately 22,000 customers across an area covering 300 square kilometres encompassing Phillip Island and mainland communities from The Gurdies to Archies Creek.

Water is accessed from several different sources. The primary water supply is the Tennent Creek catchment via the Candowie Reservoir, with additional entitlements from the Bass River, Corinella Aquifer and a connection to the Melbourne Water supply system.

Drinking water is produced at Ian Bartlett Water Purification Plant at Candowie Reservoir and then pumped to waterline communities and the San Remo Basin for distribution to customers within **Westernport Water's service area**.

Westernport Water operates two wastewater treatment plants and supplies wastewater services to 90 per cent of properties that receive drinking water. Effluent collected from the townships of Kilcunda and Dalyston is treated under an agreement with South Gippsland Water at its Wonthaggi Treatment Plant.

In addition, Westernport Water produces Class-A recycled water for residential, recreational, agricultural and commercial purposes in specific areas of Phillip Island. We also provide commercial trade waste services, operate a liquid waste disposal facility, undertake catchment programs aimed at improving raw water quality and deliver water efficiency education programs and initiatives.

### Contact Us

Westernport Water's Customer Service Team can provide you with a range of information on request including bill payment options, account information, concessions and grant entitlements, water efficiency programs and copies of any other industry regulation or policies including the Essential Services Commission Urban Customer Service Industry Standard. If you would like to make a complaint, we can also provide you with the details of our complaint handling policy, which includes information about the Energy and Water Ombudsman (Victoria) Scheme (EWOV). Any disputes raised to EWOV are only resolved once assessed and finalised by EWOV.

## OFFICIAL

Please contact us on:

Accounts and enquiries:	1300 720 711	Email: <a href="mailto:westport@westernportwater.com.au">westport@westernportwater.com.au</a>
24-Hour Emergency Services:	1800 24 90 90	Web: <a href="http://www.westernportwater.com.au">www.westernportwater.com.au</a>
National Relay Service:	133 677 or 5956 4100	
In person or by mail:	2 Boys Home, Newhaven VIC 3925	

Westernport Water will make all reasonable endeavours to meet the communication needs of our customers.

### Information in other Languages

Westernport Water will provide non-English speaking customers, speech and hearing-impaired customers, with free access to an interpreter service and/or TTY service (call 131 450). Upon request, we will also publish and provide a copy of our Customer Charter in languages other than English to the extent required under the guidelines issued by the Victorian Office of Multicultural Affairs.

### Information and Privacy

Westernport Water must keep your personal information confidential and comply with binding privacy laws such as the Information Privacy Principles contained in the *Privacy and Data Protection Act 2014* (Vic) and the Health Privacy Principles contained in the *Victorian Health Records Act 2001*.

## Connection and Service Provision

### Getting Connected to Water and Sewerage Services

To connect to one of our services, please contact our Customer Service Team. They will provide you with the appropriate forms and any assistance you need to complete your details. They will also advise you on the applicable connection charges and any special requirements under the *Water Act 1989* and / or the Water (Estimation, Supply and Sewerage) Regulations SR No 87-2014.

Upon receipt of the applicable connection fee and completed forms, we will connect or approve connection to your property within ten business days, if:

- the service is available to your property
- you have paid, or agreed to pay, all applicable connection fees
- you have complied with our terms and conditions of connection.

Westernport Water will implement programs to maintain our systems to comply with our service standards and the *Water Act 1989*. In addition, we will maintain the property service pipe up to the meter assembly, or the property boundary if no meter is installed.

We endeavour to achieve similar connection times for our recycled water services. However, we reserve the right to vary this timeframe in accordance with the **ESC's** Water Industry Standard – Urban Customer Service.

To connect to the Westernport Water sewerage system, an application must be lodged for consent to connect. Once this application and associated fees have been received, we will connect or approve connection to your property within 10 working days.

If you are connected to our sewerage system, we will supply you with sewerage services and take reasonable care to avoid blockages, spills and odours. If you are the property owner, you are responsible for:

- the maintenance of all plumbing and fixtures up to the point of connection to our sewerage mains
- ensuring that at all times, Westernport Water can access fittings, including inspection openings and access points
- obtaining our consent before altering any pipes connected to our network.

### Extended Private Water Supply Works and Sanitary Works

Private extensions are installed where our water or sewer main does not front or pass through a **customer's property and is therefore connected to our water supply or sewer system through privately owned pipes**, which run from the property to our water or sewer main.

If you receive your water or sewer service by a private main, we provide your water or sewer service to the point where it connects with our **main (sometimes called a 'private extension')**.

Private pipe owners are responsible for all costs associated with the installation, maintenance and repair of private mains. If the main is not regularly maintained, then the quality of water may deteriorate. We are not responsible for the quality and pressure of the water once it leaves our water main.

All obligations pertaining to private sewer pumps are subject to individual agreement between the property owner and Westernport Water.

## Charges

### Access and Usage Charges

Each year, Westernport Water prepares a schedule of charges in accordance with the *Water Act 1989* and the relevant price determinations by the ESC. The charges include fixed annual access charges for water, recycled water and wastewater, variable charges for water and recycled water usage, trade waste disposal and other miscellaneous services.

Westernport Water publishes our Access and Usage Charges on our website and in local newspapers immediately prior to the charges being introduced. We will also supply it to you with your first account after the charges have been introduced, or upon request. When charges change within a billing period, Westernport Water will apply the new charge from the date it changed.

### Liability for Charges

Property owners are liable for any service charge billed by Westernport Water as well as charges billed on behalf of Melbourne Water. In accordance with Section 144 of the *Water Act 1989*, Westernport Water, by notice in writing, may declare any land to be a serviced property where provision for water/sewerage has been supplied. Where a serviced property has been declared, annual service charges will apply.

The owner of a residential property is liable for applicable water and sewerage charges and the tenant is responsible for water usage, provided the property is separately metered and we have been advised of the full name and personal details of the tenant. If the owner or authorised representative fails to provide Westernport Water the tenancy information, the owner will be held liable for all water usage charges.

Westernport Water requires 48 hours notice of a tenant moving in or out of a property. This is required to determine the final bill for water usage. If tenants do not notify Westernport Water, the property owner will be liable for the cost of all water supplied to the property until either the next meter reading, or the end of the billing period in which the property was vacated, whichever occurs first.

The owner of a non-residential property is liable for both the water and sewerage service charges and usage charges. We acknowledge that as part of your lease agreement you may have an arrangement in place with your tenant regarding payment of these charges. Tenants of non-residential properties will be billed for trade waste charges in accordance with their trade waste agreement.

If a plan of sub-division contains **“common property”** under *the Sub-division Act 1988* then an *Owners Corporation* is formed and registered by the government Register of Titles. Common property includes but is not limited to paths, stairs, lifts, driveways and common garden areas that are used by all occupiers of the units. Where common property is shared by owners/tenants in the complex (for **example a garden tap**), the **water consumption consumed by these facilities is “common water”** and the usage is shared across all occupiers.

### Other Authorities' Charges

Westernport Water bills the Waterways and Drainage Charge on behalf of Melbourne Water Corporation on an annual basis. Please see <[www.melbournewater.com.au](http://www.melbournewater.com.au)> for details on the Waterways and Drainage charge. These charges are set by Melbourne Water.

### Water Meter Reading

A water meter measures the amount of water that enters a property in litres and kilolitres. Your property may be individually metered, or your property may share a common meter with other properties. Westernport Water will take reasonable measures to ensure that you have an actual meter reading at least once in every 12 months and use reasonable endeavours to take an actual reading every billing cycle. Where your meter is not accessible, we may ask you to make it accessible or install a remote meter at the **owner's** expense.

If you receive recycled water, your usage will be calculated by reading a meter that is separate from your drinking water meter. A recycled water meter is coloured purple to distinguish it from drinking water meters.

Where check meters are installed to individual units/factories/shops within a site, it is the responsibility of the Owners Corporation to read the meters. Westernport Water will read the main meter and bill the Owners Corporation for the total consumption relating to the site.

### Testing Your Meter

If you believe your meter is reading inaccurately you may ask us to test it free of charge. If the result is inconclusive and the meter needs to be tested by a third party, a testing fee will apply. If the test shows the meter is not at the required standard, we will replace it and refund the cost of the test.

## Special Meter Read

We can determine any outstanding water consumption charges outside of our normal billing cycle upon your request. This may be done by arranging a special meter reading. A fee for the special meter reading may apply, unless you are receiving assistance under our Customer Support Policy.

## Customer Self-Reads

Westernport Water will accept a **customer's** self-read via phone, email or in person. These options for a self-read will be listed on your notice. Westernport Water will not charge a customer for a self-read. You may request an adjusted bill if your bill has been based on an estimated read at no additional cost.

## Access to Your Meter

You are responsible to ensure that your meter is always accessible for reading and maintenance by Westernport Water. If the location makes access difficult, we may ask you to read the meter on our behalf. If your meter is difficult to access, we can, on payment of a fee, arrange for the installation of a remote reading device, which enables Westernport Water to read your meter without entering your property, however we may still need to access your meter from time to time.

Arrangements need to be made if a gate to your property is locked or if a dangerous pet is housed at the property and presents a risk to our meter readers. You are required to advise us of anything on your property that you know could be dangerous to our employees and contractors. Call our Customer Service Team to discuss the options available.

In some cases, we may need to hold keys to access your meter. If this is the case, we hold these keys in safe custody and return them to you when you notify us that you are vacating, or access is no longer required. Only authorised employees and contractors of Westernport Water will have access to the keys.

## Remote Meters

**Westernport Water does not use digital ('smart') water meters. However, remote read meters are used** in hard to access locations. Only your meter number and reading is transmitted when meter readers are in close proximity. This information is encrypted.

## Meter Security

The owner of a property is responsible for ensuring that the water meter is secure and protected from damage and theft. If your meter is stolen, you are required to contact Westernport Water within two days, as well as notifying the local police. Westernport Water may request a financial contribution from you toward the cost associated with the replacement of the meter. For new developments that are under construction, the applicant (if not the owner but the owner's agent) accepts responsibility on behalf of the owner, for costs associated with stolen or damaged meters.

## Entry to Your Property

Under water law, you are required to allow us to enter your property:

- to inspect, read, test or replace a meter, carry out planned works, inspect new drainage or plumbing connections, alter existing connections or restrict the water supply
- in an emergency
- to inspect works or make any test to find out whether water law is being complied with

- to remove trees
- for trade waste inspections.

Under water law, we will not enter a residential property outside the hours of 7.30am to 6.00pm unless one or more of the following applies:

- you consent
- we have reasonable grounds for believing that water law is not being complied with by the occupier and entry is made by an authorised officer with a warrant
- emergency works are required.

In the case of commercial/industrial properties, this restriction on entry times does not apply. However, we will endeavour to enter the property when we believe it is in operation, unless emergency works are required.

When entering your property, our employees and contractors are required to always carry and display current identification and inform you of our reason for attending. If you are not present at the property, **we will leave a notice stating the representative's identity, the date, time and purpose of entry** (unless for the purpose of meter reading or trade waste inspection).

### Notice to Enter Your Property

Before entering your property to carry out works, Westernport Water will provide seven days notice of our intention, except in an emergency, where entry is made by an authorised officer with a warrant, or where you have consented to a shorter timeframe. No notice is required for meter reading or trade waste inspections.

### Impact on Customer Properties

Westernport Water is required under law to ensure that, where our employees or contractors enter your property, they:

- cause as little inconvenience as possible
- only stay for as long as is reasonably necessary
- remove all equipment they have brought with them
- remove any debris and leave the property as close as possible to its original condition.

## Billing and Payments

Westernport Water issues water and wastewater accounts four times each financial year. Payment is due 28 days from the date the bill was issued. Westernport Water will read your water meter as close as practicable to the issuing of your account and send your account to the physical or electronic address you provide, to your agent, or any person authorised to act on your behalf. If no address has been specified, then we will send your account to the physical address of your property or your last known address.



## Bill Contents

Our aim is to make our accounts, either paper based or via electronic delivery, easy to understand and to provide you with key information, as required by the Water Industry Standard – Urban Customer Service. This includes the following:

- the date of issue
- your billing address and account number
- the address of the property to which the charges in the bill relate
- the date on which the meter was read, or if the reading is an estimation, a clear statement that the reading is an estimation
- your water usage
- an explanation of the charges
- the amount you are required to pay
- the date by which you are required to pay
- the ways in which you can pay the bill
- information about help that is available if you experience difficulties paying
- details of our enquiry facility, including our 24 hour faults and emergency telephone number
- referral to interpreter services that we offer
- any outstanding credit or debit from previous bills
- the total of any payment made by you since the last bill was issued
- information on the concessions available and any concession you may be entitled to
- the average daily rate of water or recycled water use at the property for the current billing period
- a clear statement of the rate of interest from what future date it is to be applied
- a graphical illustration of your water usage including the current usage and usage from each billing period over the past 12 months

Upon request, we can provide you within 10 business days, or other period by agreement your water bills and water usage history for the preceding three years. There may be a charge for providing information more than three years old. However, Westernport Water may refuse to provide you with account and usage history where the provision of such information is contrary to the information handling procedures set out in our Family Violence Policy and refusal is not in breach of the law.

## e-Bill

If you choose to receive your account by electronic delivery, you will be provided with a digital bill as an attachment (PDF file) and the following information included in the body of your email:

- the amount payable and the due date;
- the methods by which the bill can be paid;
- your current water usage (in kl)
- **information about Westernport Water's payment assistance options**
- **a link to Westernport Water's Customer Support Policy.**

## Explanation of charges

Westernport Water will provide the following on initial notices:

- any service charge to the property
- the usage charge in connection with the provision of services provided
- any interest payable on outstanding amounts
- any rates and other charges

All charges will be separately itemised.

### Overcharging/Undercharging

If you have been overcharged, we will inform you within 10 business days of becoming aware of the error, and will refund or credit the amount as per your instructions. Refunds may take up to 10 business days to process.

If you have been undercharged, we will inform you in writing of the amount undercharged, the period during which the error occurred and the amount to be recovered. We will only recover the amount undercharged for a period of no greater than 4 months prior to us notifying you that the undercharging **has occurred, except in the case of the illegal use of water. Other authorities' charges, such as the Melbourne Waterways and Drainage Charge from Melbourne Water, are excluded from this exception.**

Any undercharged amounts can be paid under a flexible payment plan and over a period at least equal to the period in which the undercharging occurred. The amount to be recovered will be clearly identified as a separate item on your account and will not attract interest.

### How to Pay

We allow 28 days for payment to be made from the date of issue of an account. The due date is clearly displayed on each account. We offer several convenient ways to pay your account, including: in person at Westernport Water (cheque or card only) or any Australia Post Office; by telephone via credit card (1300 720 711); by mail via cheque or money order; by internet via BPAY; by Direct Debit; in advance; or by Centrelink payment. We will not require you to agree to direct debit payment as a condition of service.

### Flexible Payment Plans

If you would like to smooth your payments to avoid a lump sum payment on the due date, we can offer a flexible payment plan. A payment plan will be confirmed in writing and show: how the amount of the payment has been calculated; state the period over which you need to pay the agreed amount; and specify the amount to be paid in each period. You will also be able to modify the flexible payment plan if there is a change in your circumstances. We will confirm payment plans in writing, showing the total payments to be made, the period over which they are to be paid, the dates and the amounts.

An Ezy2Pay payment card can be sent to you upon request, for use at our office in Newhaven or at any Australia Post Office, or you may elect to have a periodic payment directly debited from your bank or credit card account.

We may not offer you a payment plan if, in the previous 12 months, you have had two payment plans cancelled due to non-payment, unless you provide reasonable assurance to us that you are willing to maintain the plan.

### Proactive customer engagement

Westernport Water have policies and procedures that enable us to contact and engage with you if you are experiencing payment difficulty and need information or assistance.

## Concessions

You are eligible for State Government funded concessions on your water and wastewater at your principal place of residence if you hold a Pensioner Concession Card, a Health Care Card or a veteran Gold Repatriation Card. To discuss a concession entitlement, please contact us on 1300 720 711.

## Payment Difficulties

We have a range of alternate payment options available to assist you, if you are having difficulty paying your account. We can assist you by making provision for alternative payment arrangements in accordance with your capacity to pay, including a flexible payment arrangement, or a redirection of the account to another person for payment, provided they agree in writing. Alternative payments arrangements will be confirmed in writing within 10 business days of an agreement being made.

We can also assist you by: offering to extend the due date for some of, or the entire amount owed; or waiving or suspending interest payments on outstanding amounts. Where appropriate, we can also assist you by providing information on government funded assistance programs, including the Utility Relief Grant Scheme; or referring you to an independent financial counsellor at no cost.

## Customer Support Policy

We recognise that anyone may experience times of financial difficulties, including our small business customers, and we will apply our Customer Support Policy to those who are so identified either by themselves, by us, or an independent financial counsellor as having the intent, but not the capacity, to make payments in accordance with our payment terms. This includes customers experiencing family violence.

If you are experiencing financial difficulties our Customer Service Team will provide assistance by:

- providing information and assistance to access government financial support programs, such as the Utility Relief Grant Scheme, and government water efficiency programs on a case, by case basis
- arranging a payment scheme that considers your capacity to pay
- allowing you to modify your payment arrangement if there is a change to your circumstances
- redirecting your bill to another person for payment if the person agrees in writing
- advise you of your right to choose a representative or support person where appropriate
- providing information and referral to a no-cost independent financial counsellor and other local community support services
- offering a language interpreter service at no cost to you
- not restricting your water supply, or charging you interest or debt recovery costs, or pursuing legal action while you make payments according to the agreed payment plan
- escalating a review of our assessment of your situation or the service you receive, should you not be happy with the outcome.

Should you remain dissatisfied, we can provide you with details of available external dispute resolution forums, including the Energy and Water Ombudsman (Victoria) Scheme. Our Customer Support Policy will cease to apply if you fail to meet your payment arrangement and do not contact us to discuss your arrangement.

A copy of the Customer Support Policy is available from our office, by requesting a copy from our Customer Service Team or on our website, [www.westernportwater.com.au](http://www.westernportwater.com.au).

## Family Violence

Family violence poses substantial risk to the health and wellbeing of our customers. Westernport Water, as an essential service provider, actively endorses measures to support customers experiencing family violence.

Westernport Water has comprehensive processes to support customers experiencing family violence. Support will be respectful and sensitive with a focus on safety and wellbeing as well as debt or payment assistance.

Customers identified as experiencing family violence, will be referred to the Customer Care Officer or Customer Relations Manager where their case will be managed. This is designed to avoid customers having to repeat disclosure of their family violence and provides for continuity of service. Water supply will not be restricted, and no legal action or additional debt recovery costs applied (including penalty interest), while the customer is engaged with the Customer Relations Team (inclusive of customers with joint accounts).

Westernport Water will ensure that confidential details are managed with the highest degree of privacy and sensitivity. For customers who have disclosed family violence, their information can only be accessed by our Customer Care Officer, Revenue Coordinator or Customer Relations Manager. All employees in the Customer Relations Team are trained to look for identifiers and indicators of family violence.

Customers may be referred to external support networks for further assistance, including Safe Steps (Family Violence Response Centre 1800 015 188) and No to Violence (Men's Referral Service 1300 766 491).

Westernport Water is committed to developing strong relationships with external support networks to fully assist our customers and employees.

**A copy of Westernport Water's Family Violence Policy** is available from our office, by requesting a copy from our Customer Service Team or on our website, [www.westernportwater.com.au](http://www.westernportwater.com.au).

## Collection

If you do not pay your account by the due date and do not contact us to arrange a flexible payment plan, we will send you a Reminder Notice no earlier than two business days after the due date.

Westernport Water will include the following on the reminder notice:-

- the overdue amount
- the date of issue
- an explanation in plain language of the notice and of why it is being issued
- the date by which payment must be made, which must not be earlier than six business days from the issue date of the reminder notice
- a statement that payment of the overdue bill is required to be made by the due date
- payment options available
- information about payment difficulty assistance available
- a warning of the further action that the water business may take, including (if relevant) referral of any outstanding amount to an external debt collection company for collection
- details of how to contact the water business.

## OFFICIAL

If the Reminder Notice remains unpaid, we will send a Final Notice within 15 business days of the Reminder Notice issue date (and at least seven business days prior to taking action for non-payment). The final notice will outline :

- the overdue amount
- the date of issue
- an explanation in plain language of the notice and of why it is being issued
- the date by which payment of the final notice must be made to avoid further action, which will not be earlier than six business days after the issue of the final notice
- a statement that payment of the overdue bill is required to be made by the date
- a statement that, legal action or restriction may be taken, and that there may be additional costs in relation to those actions
- information on how to avoid legal action or being restricted from your water supply
- information about any assistance that is available to you, including information about EWOV **(including EWOV's telephone number), concessions, government assistance programs and the water business's customer support policy**
- the date from which interest (if any) may be applied on outstanding amounts, and the percentage interest rate that may be applied
- details of how to contact Westernport Water
- information about the applicable fees to remove a restrictor.

Where Westernport Water has estimated an amount undercharged as a result of customer illegal use of water or recycled water, in accordance with the *Water Act 1989*, we have the right to collect any amounts outstanding.

### Interest and Other Charges

Interest is charged on accounts that are not paid by the due date of the Reminder Notice and is applied from the day after the due date of the original account, until the overdue amount is paid in full.

Please note that interest is not applied to accounts with overdue balances if: a maintained payment arrangement is in place, you are receiving assistance under our Customer Support Policy, or you hold an eligible concession card (you must live at the property to be eligible).

The current rate of interest applicable is displayed on all accounts, Reminder Notices and Final Notices. The maximum rate of interest that may be charged on unrecovered amounts is the annual rate set by the Essential services Commission each May.

### Dishonoured Payment

We may recover from you the amount charged by our financial institution if your cheque is dishonoured, or there are insufficient funds available when you pay your account by direct debit. Customers that hold an eligible concession card or are in our customer support program will not be charged a dishonour fee.

## Actions for Non-Payment

### Restriction and Legal Action

We offer a variety of payment options to make it easier for you to pay your account, however if you do not pay, we may take legal action or restrict your water or recycled water services (as a measure of last resort) if:

- more than 14 days have passed since the issue of the Final Notice
- we, or a collection agent acting on our behalf, have made four attempts to contact you about the non-payment. We will make reasonable endeavours at four attempts at contact which may be via phone call, SMS, letter, email or site visit.
- you have been notified of the proposed restriction or legal action and the associated costs, including the cost of removing a restrictor
- you have been offered a flexible payment plan and you have refused or failed to respond
- you agreed to a flexible payment plan and have failed to comply with the arrangement.

### Limits on Restriction and Legal Action

We will not commence legal action or act to restrict your services due to non-payment if:

- 15 business days have not elapsed since the most recent Final Notice to which the debt relates
- you are receiving any form of assistance for payment difficulties
- you have identified family violence as a potential cause of payment difficulties
- the amount owed is less than \$300
- you have an outstanding, eligible application for a government funded concession
- you have an outstanding application under the Utility Relief Grant Scheme
- you are a tenant and the amount unpaid is owed by the landlord, or you have a claim against the landlord in respect of a water account pending at VCAT
- the amount in dispute is subject to an unresolved complaint under review by us.

This does not restrict our right to pursue a debt owed to us by a person who is no longer a customer. In addition, we will not take steps to restrict your service due to non-payment if:

- it is a Friday, public holiday, weekend, day before a public holiday or after 3.00pm
- you are registered as a Special Needs Customer
- the restriction will cause a health hazard having taken into consideration your concerns, or
- it is a day of total fire ban declared by the Country Fire Authority in the area where your property is located.

A restriction reduces the supply of water, or recycled water to no less than two litres per minute at the tap nearest to the meter. We will restore the service restricted within 24 hours of becoming aware that the reason for restriction no longer exists, and will impose a charge for the removal of a restrictor.

Guaranteed Service level	Rebate if Not Achieved
Not restricting the water supply of a residential customer, or taking legal action, prior to taking reasonable endeavours to contact the customer and provide information about help that is available if the customer is experiencing difficulties paying	Annual water access charge fee or \$350 for tenants

## Charges over Property

All debt from Westernport Water charges, incurred by property owners, is secured against the property. This debt remains with the property upon a change of ownership. This is stipulated under section 274(4A) of the *Water Act 1989*. This means that, upon settlement of a property, any unpaid charges will become the responsibility of the purchaser

## Complaints and Disputes

Westernport Water prides itself on providing exceptional customer service. If you are not satisfied with our services, we would like to hear from you.

If you request a response in writing, we will take no longer than 10 business days to respond. Our response will confirm details of the complaint, our proposed actions, timelines and reasons for the decision made, and include any details of the legislative or policy basis for the decision. In the case of a complex enquiry or complaint, the initial response will include the proposed date for responding to the substance of the query. All water quality complaints will receive a response within three business days after notification (noting resolution may take longer).

Guaranteed Service level	Rebate if Not Achieved
All water quality complaints will receive a response within three business days after notification (noting resolution may take longer)	\$100

## Escalating Your Complaint

If you are not satisfied with the outcome of your complaint, or the way it was handled, you can escalate the matter for review by a senior manager. Alternatively, you may wish to contact the Energy and Water Ombudsman of Victoria (EWOV). EWOV is a not-for profit, independent and impartial dispute resolution service, which can provide you with free, accessible, informal and fast dispute resolution. EWOV can be contacted on 1800 500 509.

## Complaint Resolution

Any disputes raised to EWOV are only resolved once assessed and finalised by EWOV.

## Dispute Over Money

If your complaint involves a dispute over money you owe, we will not seek payment unless 10 business days have elapsed since we informed you of our decision and you have not escalated the complaint. You must, however, pay any other amount owing that does not directly relate to the dispute.

## Quality and Reliability of Services

At Westernport Water, we are committed to providing excellent products and services of high quality and reliability. We are required to comply with all applicable health and environmental regulations. In addition, we will provide services in accordance with the service standards that have been approved by the Essential Services Commission.



It is important to note that Westernport Water cannot guarantee the pressure, reliability or water quality experienced by private extension customers beyond the point where water leaves our supply pipes.

### Drinking Water

Our customers can expect a drinking water supply that complies with the regulatory requirements outlined in the *Safe Drinking Water Act 2003* and the *Safe Drinking Water Regulations 2015*. We strive to deliver high quality drinking water. To achieve this, we carry out water sampling and testing on an ongoing basis and take appropriate action to rectify any problems. We publish these results in our Annual Drinking Water Quality Report which is available on our website at [www.westernportwater.com.au](http://www.westernportwater.com.au).

If you are not satisfied with the quality of our drinking water, we encourage you to contact our Customer Service Team on 1300 720 711 and we will investigate. All water quality complaints will receive a response within three business days after notification (noting resolution may take longer).

### Recycled Water

Where we provide recycled water, it will comply with all requirements set out by the Department of Health and the Environment Protection Authority. Westernport Water reserves the right to substitute potable water for Class-A recycled water, subject to operational requirements. However, customers are advised to always use water from the Class-A recycled water in accordance with the permitted use rules.

### Flow Rates

Westernport Water will ensure that your water and recycled water supply rates meet the minimum standards outlined in the table below. The flow rate is measured at the water meter or the tap nearest the meter assembly.

However, this may not be possible if:

- your infrastructure falls short of the required condition
- your service is provided by a private extension
- there is a drought or emergency
- there is a water shortage due to peak summer demand
- there is an unplanned or planned interruption
- recycled water is reduced due to a shortage
- recycled water is reduced in accordance with our permitted use rules
- supply is restricted or disconnected in accordance with this Customer Charter
- water law provides for a flow rate less than the minimum flow rate.

Property service pipe size	Minimum flow rate
20 mm	15 litres per minute
25 mm	30 litres per minute
32 mm	60 litres per minute
40 mm	90 litres per minute



If you believe that the flow rate to your property is not meeting the minimum standards, you may ask us to conduct a test and there may be a fee applicable. If this test finds that the flow rate does not meet our standards, we will rectify the situation as soon as possible, or within a time agreed with you. If the test demonstrates that we are complying with the minimum standards, you may be charged for the cost of the test.

### Backflow Prevention Devices

Westernport Water reserves the right to request that a property owner install a backflow prevention device on a property where a risk of cross-connection has been identified.

The cost of the Backflow Prevention Device installation (which must be of a type approved by Standards Australia) and subsequent annual inspections will be at the property owner's expense. The device must be installed and tested at the time of installation by a plumber who holds a current backflow licence according to the Victorian Building Authority (VBA). The licenced plumber is required to send the Backflow Test Report Certificate to Westernport Water within five working days of the installation. Once installed, an annual inspection of the device will need to be carried out to test that it is functioning correctly.

### Sewerage Interruptions

Westernport Water will take reasonable measures to minimise sewerage interruptions to our customer sewerage service. If you experience a sewer spill on your property due to a fault with our pipes, we will ensure that the damage and inconvenience is minimised and that the spill is properly cleaned, and the affected area is disinfected.

The following table describes our approved service standards regulated by the ESC. Actual performance in any given year can be affected by the weather.

Service Standard - Sewerage	2018-23
Customers receiving more than 3 sewer blockages in the year (number)	0
Average time to attend sewer spills and blockages (minutes)	
Average time to rectify a sewer blockage (minutes)	60
Spills contained within 5 hours (per cent)	200
Customers receiving more than 3 sewer blockages in the year (number)	100

### Sewer Blockages

Often the first sign of a sewer blockage affecting your property is sewage rising back through the gully trap in your yard or when the toilet becomes slow to drain away or produces a gurgling sound from other internal fittings. To determine where the blockage is, you will need to check the boundary trap or inspection shaft in your yard. If the water level is high, it is likely to indicate a blockage in our pipes. If the water level is low, it is likely to indicate a blockage in your pipes and you will need to organise a plumber.

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If you are unsure of the location of your boundary trap or inspection shaft, please contact the Customer Service Team to obtain a copy of the property's service drain plans. In the event that Westernport Water fails to meet its service levels, the following rebates apply for customers:

Guaranteed Service level	Rebate if Not Achieved
Contain sewer spills within a house resulting from failure of our pipe within one hour of notification (GSL is in addition to clean-up costs).	Annual water access charge fee or \$350 for tenants
We will contain sewage spills onto property within five hours of notification	\$350

### Trade Waste Services

Westernport Water has a trade waste management program aimed at working with our commercial and industrial customers to discharge trade waste into our sewerage systems in a safe and environmentally responsible manner.

Trade waste may only be discharged into the sewerage system if you have entered into a Trade Waste Agreement with us. In addition to this Customer Charter, Westernport Water also has a Trade Waste Customer Charter, specific to the rights and responsibilities of our trade waste customers. A copy of this charter is available from our website or on request.

### Water Interruptions

We understand that any interruption to the services we provide is inconvenient. We take every reasonable measure to minimise these and to promptly attend to any emergencies that may arise. We provide a 24-hour emergency faults line to further minimise impacts of any interruptions on our customers. We will also provide customers with access to emergency supplies of drinking water on request during an interruption.

If we are required to carry out planned maintenance or construction works that will cause an interruption to your services, we will inform you in writing of the time and approximate duration of the interruption at least two business days in advance. We will provide you with seven **days' notice** of construction works that could affect your services and will advise you to store adequate water supplies during this interruption.

Westernport Water will use all reasonable measures to ensure that there are no more than the prescribed amount of unplanned interruptions reflected in the table titled Guaranteed Service Levels - Water of a customer's water supply each year. **Where an unplanned interruption has occurred**, Westernport Water will endeavour to restore the water supply as quickly as possible.

Our Customer Service Team can advise customers of the approximate duration of any interruption and how to obtain alternate and/or emergency supplies of water, where applicable.

Westernport Water keeps an up to date register of customers who require water for the operation of a life-support machine, or other special needs that are assessed on a case by case basis. We will contact those on our special needs register as soon as possible in the event of an unplanned interruption to a service; and at least four business days prior to a planned interruption, unless a longer period of notice is requested by the customer. In these cases, longer notice must be given if it is reasonably necessary

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and able to be accommodated by us. In all cases we will endeavour to minimise inconvenience to our customers with special needs. Westernport Water will not restrict water supply to special needs customer for non-payment of their account.

The following table describes our approved service standards regulated by the ESC. Actual performance in any given year can be affected by the weather.

Service Standard - Water	2018-23
Number of customers experiencing more than 5 unplanned water supply interruptions in the year (number)	0
Average time taken to attend bursts and leaks (priority 1) (minutes)*	30
Average time taken to attend bursts and leaks (priority 2) (minutes)^	35
Average time taken to attend bursts and leaks (priority 3) (minutes)#	300
Average duration of unplanned water supply interruptions (minutes)	96
Average duration of planned water supply interruptions (minutes)	157

\*Priority 1 - a burst or leak which causes, or has the potential to cause, substantial damage or harm to customers, water quality, flow rate, property or the environment.

^Priority 2 - a burst or leak which causes, or has the potential to cause, minor damage or harm to customers, water quality, flow rate, property or the environment.

# Priority 3 - a burst or leak which is causing no discernible impacts on customers, property or the environment.

Guaranteed Service level	Rebate if Not Achieved
No more than five unplanned water supply interruptions in any 12 months (applicable in 2018-19, 2019-20, 2020-21)	\$75
No more than four unplanned water supply interruptions in any 12 months (applicable in 2021-22 and 2022-23)	\$75

### Notification of Bursts or Leaks

If you experience or observe a burst or leak from our pipes, please call our Emergency Faults Line on 1800 249 090. We will promptly attend the site upon notification and act to rectify the situation, taking into account the potential or actual impact to you, others affected by the failure, property, and the environment. **If you're concerned about** an unexpected high water bill following a leak on your property, please contact us on 1300 720 711 for assistance and flexible payment options.

### Safety Standards

All works undertaken by Westernport Water will be in accordance with the occupational health and safety standards set by our regulators and relevant authorities.

## Reconnection to Our Services

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

- the reason for disconnection no longer existing
- receipt of a written undertaking as to the compliance by the customer, in a form acceptable to the water business
- payment of any reasonable charges imposed by Westernport Water.

## Sustainable Water Use

Any effort to reduce your water use helps to secure water supplies for the future. Water use reduction can also significantly decrease what you pay for water.

At certain times, programs to encourage people to save water are provided by Westernport Water or the government, including for example, making rebates available for the purchase of water-saving devices. For details regarding currently available programs, please visit our website or contact us.

In addition to changing personal water use patterns, Westernport Water encourages you to take active steps such as:

- collecting rainwater for your own use
- installing a composting toilet which does not require connection to Westernport Water's water or sewerage systems
- diverting domestic grey-water for non-drinking purposes, such as watering the garden.

Please note that diversion of grey-water is subject to the requirements of the *Building Act 1993*, there are health and environmental considerations to be considered when installing these systems. Local council or other approval may be required. Critically, any such system must not allow cross-contamination of the drinking water supply.

## Permanent Water Saving Rules

Permanent Water Saving Rules are a set of common sense measures, designed to prevent wastage of drinking water. Breaches of the rules can lead to prosecution, fines and restriction of your water supply. We encourage you to familiarise yourself with these rules by visiting our website or contacting us.

## Water Restrictions in Drought or Emergency

During times of drought or emergency, the use of water may be restricted or prohibited. Any restriction or prohibition of water use will be in accordance with a schedule contained in the Westernport Water Drought Preparedness Plan or Emergency Management Plan, approved by the Minister for Water. Breaches of water restrictions can lead to prosecution, fines and restriction of your water supply. Water restrictions do not apply to rainwater collected by customers.

An up-to-date copy of any approved Drought Preparedness Plan or Emergency Management Plan is available to view upon request.

## Recycled Water

If recycled water is supplied to your property, you must comply with its permitted uses for the service. We have the right to restrict or stop your supply of recycled water if you do not comply with its permitted uses. We may refuse to provide commercial customers with a recycled water service if they have not entered into a recycled water agreement or received our consent.

We will advise you of the standards and requirements necessary for entering into an agreement or obtaining our consent.

Recycled water is ideal for a number of applications that would normally use valuable drinking water. By substituting with recycled water where appropriate, we conserve drinking water supplies and are able to provide an alternative water source in periods of low rainfall and high consumption.

Recycled water can be used to flush toilets, water gardens (including vegetables and fruit trees) wash vehicles on grass, external cleaning and maintenance, fire fighting, irrigating public parks and sports grounds, filling ornamental ponds and water features.

Recycled water must not be consumed. Despite its high quality, recycled water is not suitable for personal use such as bathing, cooking and drinking. If you accidentally drink it, there is no need to panic. The likelihood of getting sick is extremely low, however, if this occurs please let Westernport Water know. If there are signs of illness, please seek medical advice.

Westernport Water reserves the right to supply drinking water via the Class-A recycled water network, subject to operational requirements.

## Customer Obligations

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

- to pay charges incurred when vacating a property (Westernport Water may continue to charge the customer if it is not notified within 48 hours that the customer is vacating the property)
- to ensure the safe custody of the meter and the accessibility of the meter by Westernport Water at any time
- to maintain the **property owner's infrastructure upon notice by Westernport Water**
- to remove trees upon request of Westernport Water
- to seek the consent of Westernport Water for any building or construction work that might interfere with a Westernport Water service or system
- to **not alter any works connected to Westernport Water's works without our consent**
- to observe restrictions imposed by Westernport Water in accordance with the *Water Act 1989*
- to comply with permitted use rules for recycled water
- to comply with bylaws issued by Westernport Water in accordance with the *Water Act 1989*
- to maintain combined sanitary drains in accordance with the *Water Act 1989* and the *Water Industry Act 1984* or any independent agreement with other land owners.

Westernport Water will use reasonable endeavours to keep each customer informed of their material obligations under the *Water Act 1989*.

## Glossary of Terms

**“approved service standards”** means standards and conditions of service and supply approved by the ESC under clause 15 of the Water Industry Regulatory Order and reflected in our Water Plan.

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

**“billing period”** means any period for which your bill is calculated.

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

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

**“complaint”** means a written or verbal expression of dissatisfaction about an action, proposed action or failure to act by us, including a failure by us to observe our published policies, practices or procedures.

**“customer”** means a person who is:

- an owner and occupier of a property connected to our system
- an owner of a property which is connected to our system but is not an occupier
- an occupier of a property that is connected to our system and is liable for usage charges
- an owner of a property that is not connected but a service is available from Westernport Water, and we impose a charge.

**“discharge acceptance point”** means the physical point at which the trade waste is deemed to enter our sewer.

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

**“electronic address”** means an email or internet address supplied by you to us for receipt of bills or other service related communications.

**“enquiry”** means a written or verbal approach by you, which can be satisfied by us providing written or verbal information, advice, assistance, clarification, explanation or referral about a matter.

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

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

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

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

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

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

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

**“interruption”** means in the case of your water or recycled water supply, a total loss of flow from us to you.

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

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

**“occupier”** means a person in occupation of a property to which a service is available, including:

- a tenant or caravan park resident registered as such with us, for the period of such registration; or
- the property owner.

**“permitted use rules”** means our requirements as specified in the Permitted Use section.

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

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

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

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

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

**“regional water business”** means a regional urban water corporation constituted under the *Water Act 1989* or its successor.

**“regional service”** means a service provided by a regional water business.

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

**“sewer”** has the meaning given to that term in Section 3 of the *Water Act 1989*.

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**“system”** means our physical infrastructure for providing a water supply service, a recycled water service or a trade waste or wastewater service.

**“trade waste”** means any water borne waste as prescribed under the *Water Act 1989*, and in accordance with the Essential Services Commission Trade Waste Customer Service Code Metropolitan Retail and Regional Water Businesses.

**“unplanned interruption”** means an interruption to services to a customer caused by a fault in **Westernport Water’s system or a fault, which is the maintenance responsibility of the Westernport Water** according to the Work and Maintenance section of this Charter.

“water industry standard – urban customer service” means the **Essential Services Commission Service Code**.

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



Appendix One – Service Standards

Water	2018-19	2019-20	2020-21	2021-22	2022-23
Number of customers experiencing more than 5 unplanned water supply interruptions in the year (number)	0	0	0	0	0
Average time taken to attend bursts and leaks (priority 1) (minutes)*	30	30	30	30	30
Average time taken to attend bursts and leaks (priority 2) (minutes)^	35	35	35	35	35
Average time taken to attend bursts and leaks (priority 3) (minutes)#	300	300	300	300	300
Average duration of unplanned water supply interruptions (minutes)	96	96	96	96	96
Average duration of planned water supply interruptions (minutes)	157	157	157	157	157

\*Priority 1 - a burst or leak which causes, or has the potential to cause, substantial damage or harm to customers, water quality, flow rate, property or the environment.

^Priority 2 - a burst or leak which causes, or has the potential to cause, minor damage or harm to customers, water quality, flow rate, property or the environment.

#Priority 3 - a burst or leak which is causing no discernible impacts on customers, property or the environment.

Sewerage	2018-19	2019-20	2020-21	2021-22	2022-23
Customers receiving more than 3 sewer blockages in the year (number)	0	0	0	0	0
Average time to attend sewer spills and blockages (minutes)	60	60	60	60	60
Average time to rectify a sewer blockage (minutes)	200	200	200	200	200
Spills contained within 5 hours (per cent)	100	100	100	100	100

Appendix Two – Guaranteed Service Levels

Westernport Water has implemented a guaranteed service level scheme which has been approved by the Essential Services Commission. In the event that we fail to meet the guaranteed service level, we will provide a credit as noted below:

Guaranteed Service level	Rebate if Not Achieved
No more than five unplanned water supply interruptions in any 12 months (applicable in 2018-19, 2019-20, 2020-21)	\$75
No more than four unplanned water supply interruptions in any 12 months (applicable in 2021-22 and 2022-23)	\$75
All water quality complaints will receive a response within three business days after notification (noting resolution may take longer)	\$100
Not restricting the water supply of a residential customer, or taking legal action, prior to taking reasonable endeavours to contact the customer and provide information about help that is available if the customer is experiencing difficulties paying	Annual water access charge fee or \$350 for tenants
We will contain sewage spills within a house resulting from the failure of our pipes within one hour of notification (GSL is in addition to clean-up costs)	Annual wastewater access fee or \$550 for tenants
We will contain sewage spills onto property within five hours of notification	\$350

The rebate will be applied automatically to your account in the event that you are entitled to the rebate. Westernport Water will not make payment where the failure to attain the service level arises because of the action or inaction of others.



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