

# **Gippsland Water Customer Charter**



**1 July 2008**

### AMENDMENT RECORD

<b>Issue No.</b>	<b>Date</b>	<b>Nature of amendment</b>
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# CUSTOMER CHARTER GIPPSLAND WATER

## PART A INTRODUCTION

### Who is Gippsland Water

Gippsland Water is a Victorian Government statutory corporation established in December 1994. It provides water and wastewater services to people living in the region from Drouin in the west to Stratford in the east, and from Mirboo North in the south to Rawson and Briagolong in the north.

### Gippsland Water's employees and contractors

Where the Customer Charter imposes an obligation on Gippsland Water, the obligation extends to its officers, employees and contractors.

Where the Customer Charter confers a right on Gippsland Water, its officers, employees and contractors may enjoy the right to the extent permitted by Gippsland Water.

### Contacting us

For further information about our Customer Charter, or any of our products or services, customers can contact Gippsland Water by telephoning 1800 066 401, by writing to Gippsland Water, PO Box 348, Traralgon, Victoria 3844 or email [contactus@gippswater.com.au](mailto:contactus@gippswater.com.au). Alternatively customers can visit our website at [www.gippswater.com.au](http://www.gippswater.com.au)

### What Gippsland Water's Customer Charter is all about

The Customer Charter outlines the commitments, responsibilities and standards of service that Gippsland Water will provide to our customers.

It sets out Gippsland Water's obligations to customers and is consistent with the Essential Services Commission's Customer Service Code for Victorian metropolitan and regional water businesses. This includes specific standards and conditions of service that apply to all Water businesses in Victoria.

In addition it sets out our agreed performance standards that apply particularly to Gippsland Water.

The Customer Charter will also assist customers with contact details should you require information or advice on our services.

Gippsland Water will be regulated on commitments made in our Customer Charter and this information will be publicly available.

Our Customer Charter forms part of our commitment to understanding our customers' needs and meeting their expectations.

The Customer Charter does not remove any obligations of Gippsland Water to comply with the provisions of the *Water Act 1989*, other water law or statutory obligations.

## **The customer**

A person is a customer and is covered by the Customer Charter if they:

- Own and occupy a serviced property connected to Gippsland Water's water or wastewater systems.
- Own a serviced property connected to Gippsland Water's water or wastewater 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 Gippsland Water's water or wastewater system and are liable to pay water usage or wastewater volumetric charges as set out in clause 3.5, for example, a tenant or caravan park resident.
- Own a property which has Gippsland Water's water/wastewater services available for connection, for example, vacant land.

The owners and occupiers of serviced properties that are not connected to water supply and/or wastewater services are customers under this Charter, but are not covered by sections 1, 4.1, 8, 9 and 10

## **The customer's property**

Unless the Customer Charter states otherwise, 'property' or 'customer's property' means the property owned and/or occupied by the customer within Gippsland Water's region.

## **When will it come into effect?**

Gippsland Water's Customer Charter became effective from 1 July 2005. Customer Service Standards were updated 1 July 2008 and are outlined in Appendix 3.

## **Exclusions**

A separate written agreement for the provision of a service made before 1 November 2004 need not comply with this charter.

A separate written agreement made after 1 November 2004 to apply beyond 1 July 2005 for the provision of a service cannot reduce the rights of a customer unless Gippsland Water can demonstrate that satisfying the code requirements is not practical and Gippsland Water expressly identify any material departures from this Charter to the customer in writing.

## **PART B STANDARDS AND CONDITION OF SERVICE AND SUPPLY**

### **1 CONNECTION AND SERVICE PROVISION**

#### **1.1 Obligation to provide a service**

Subject to water law if your property is connected to a system, Gippsland Water will provide the relevant service in accordance with this Charter and the Essential Services Commission's Customer Service Code.

#### **1.2 Obligation to connect**

Subject to water law, where a person requests connection to a service that is available, Gippsland Water will connect or approve connection to the person's property within 10 (ten) business days, or such later date as agreed if:

- The customer has paid or agreed to pay all applicable connection fees.
- The customer has complied with all reasonable terms and conditions of connection imposed by Gippsland Water.

#### **Pressure sewerage systems (Seaspray sewerage district only)**

- In the case of a pressure sewerage system connection being approved, Gippsland Water will connect within 90 days from the time of approval.

#### **1.3 Limits on recycled water services**

Gippsland Water may refuse to provide you with a recycled water service if you have not:

- entered into a recycled water agreement in a form acceptable to Gippsland Water or:
- received the consent of Gippsland Water.

Gippsland Water may discontinue a recycled water service if you breach the applicable permitted use rules.

#### **1.4 Trade waste**

The provision of trade waste services is subject to a trade waste agreement or consent.

Under Gippsland Water's policy, a customer may use Gippsland Water's wastewater service for the discharge of trade waste, provided the customer has first entered into a Trade Waste Agreement with Gippsland Water and Gippsland Water has consented to the discharge.

Gippsland Water will not enter into an agreement for the acceptance of trade waste in quantities or of quality that would – or that is reasonably likely to – endanger human life, risk the safety of any person or of the works of Gippsland Water, or significantly adversely affect the operation of a sewerage treatment plant or any part of the environment.

Gippsland Water will make available guidelines which advise customers of the standards and requirements for establishing a Trade Waste Agreement or consent. Gippsland Water will inform the customer of the review and dispute resolution procedures where such agreement or consent cannot be reached.

## **1.5 Fire services**

### **Restriction on use**

Except with the written approval of Gippsland Water no person shall:

- Use water from any private fire service for any purpose other than the extinguishing of fires.
- Use or extend any branch from any private fire service.
- Use or extend any private fire service to serve more than one property.

## **2 COMPLAINTS**

### **2.1 Making a complaint**

If a customer has a complaint, the customer should first contact the Customer Services section of Gippsland Water by telephoning 1800 066 401, by writing to Gippsland Water at PO Box 348, Traralgon, Victoria 3844, or email [contactus@gippswater.com.au](mailto:contactus@gippswater.com.au)

The customer will be given prompt, courteous service and will be told the name of the person who is handling the complaint.

If a customer asks for a written reply, Gippsland Water will respond to the customer within 5 (five) working days of receiving the complaint. The reply will either:

- Deal with the substance of the complaint.
- Advise the customer when they will receive such a reply, if the complaint is a complex one.

If a customer does not ask for a written reply, Gippsland Water will respond to the complaint by a telephone call, within 5 (five) working days of receiving the complaint.

### **2.2 Complaints review**

If a customer is not satisfied with Gippsland Water's response to a complaint, they may have the complaint referred to the Manager Customer Service.

If the customer is still not satisfied with the response, they may request that a general manager review the complaint. The 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.

In response, Gippsland Water will inform the customer of:

- Gippsland Water's conclusions and the reason for those conclusions, including details as to the legislative or policy basis for the conclusions, if appropriate.

If the customer is still not satisfied with the response, they can lodge their complaint with the Energy and Water Ombudsman of Victoria (EWOV) by telephoning 1800 500 509, free fax 1800 500 549 or email [ewovinfo@ewov.com.au](mailto:ewovinfo@ewov.com.au)

### **2.3 Tax invoice disputes**

If the complaint involves a dispute over an amount of money to be paid by a customer, Gippsland Water will not seek this amount from the customer unless the dispute has been resolved in favour of Gippsland Water.

The customer must pay any other amount owed to Gippsland Water by the customer, which does not directly relate to the complaint.

### **2.4 When a dispute may be considered to be resolved**

A dispute may be considered to be resolved if:

- Gippsland Water has informed the customer of its decision on the customer's complaint and the outcome of any review, (as set out in section 2.2) and 10 (ten) working days have passed during which time the customer has not:
  - Sought further review
  - Lodged a claim with EWOV or any other external dispute resolution forum
- The customer has lodged a claim with EWOV or any other external dispute resolution forum, and the claim has been finalised.

### **2.5 Complaints by Gippsland Water**

If Gippsland Water believes a customer has failed to perform their obligations described in this Charter, Gippsland Water will attempt to resolve the dispute directly with the customer.

If, after doing so, Gippsland Water still believes the customer is in breach of this Charter, they may take enforcement action under water law and/or in the courts.

## **3 CHARGES**

Gippsland Water's charges are set on an annual basis and regulated and approved by the Essential Services Commission. Full details of the charges are available by contacting us on 1800 050 500 or on our website [www.gippswater.com.au](http://www.gippswater.com.au)

Where a water and or wastewater main passes through or fronts a property and is capable of providing a service to the property, the property is deemed as being serviced and water availability and or wastewater availability charges are applied.

The following is a summary of our charges and how they are applied.

### **3.1 Water service availability charge**

The water service availability charge is a contribution towards the cost of providing the water supply to the property and is charged according to the size of the service. Non connected properties pay the minimum availability charge.

### **3.2 Wastewater service availability charge**

The wastewater service availability charge is a contribution towards the cost of providing the wastewater service to the property. It applies to both developed residential properties and vacant land where wastewater services have been constructed and are capable of servicing the property. Non connected properties pay the minimum availability charge.

### **3.3 Fire service availability charge**

The fire service availability charge is a contribution towards the cost of providing a water service to hose reels, hydrants or sprinkler systems for fire fighting purposes only.

### **3.4 Multi tenement properties**

For multi tenement properties such as flats, units, town houses, shops, shopping arcades etc, serviced by our water, and/or, wastewater service, a water/wastewater availability charge applies to each tenement.

### **3.5 Water usage**

The property owner is liable for all water usage charges levied at a rate per kilolitre, unless the property is subject to a tenancy agreement under the Residential Tenancies Act.

Tenants and caravan park residents who are covered under the Residential Tenancies Act are only liable for any water usage charges if:

- Their supply of water is measured by a separate meter owned, installed and maintained by Gippsland Water.
- Gippsland Water has read the meter on receiving notification that a tenant now occupies the residency.

### **3.6 Notional usage charge**

Where a property is connected to Gippsland Water's water service but is unmetered, a notional usage charge equivalent to the cost of 240 kilolitres of water per annum is charged.

### **3.7 Wastewater disposal charge**

A wastewater disposal charge applies to non residential properties where water usage at the property exceeds 100 kilolitres in any 4 (four) month period. The disposal charge varies according to the type of development or business undertaken on the premises as detailed in Gippsland Water's tariff notice.

### **3.8 Commercial trade waste**

The commercial trade waste charge is a contribution towards the additional cost of treatment and management of trade waste.

### **3.9 How charges may be varied**

Gippsland Water may vary charges to customers, subject to water law, its approved service standards and any relevant determination of the Essential Services Commission.

Gippsland Water will calculate a pro rata charge to effect a variation in charges where the variation date falls within a billing period.

### **3.10 Notification of price changes**

Gippsland Water will notify customers of any variation in charges for services on, or with, the first bill after the decision to vary the charges has been made.

Gippsland Water will notify customers of any variation in charges by advertising in local newspapers.

## **4 ACCOUNTS**

### **4.1 Reading your water meter**

Customers will be sent accounts at least every 4 (four) months for service charges and water usage charges within 2 (two) working days after Gippsland Water has read the meter or estimated the meter reading. If an estimated reading is required, it will be calculated:

- By having regard to the quantity of water delivered to the land in any previous or subsequent period or periods.
- By having regard to the quantity of water delivered to any similar property during the period concerned.
- In any other way that is prescribed.

Estimated accounts will be provided free of charge.

Upon request we will also conduct a special meter reading outside the normal meter reading cycle to determine any outstanding water usage charges. A fee for the special meter reading will apply.

### **4.2 Sending your account**

Gippsland Water will send your account to the postal or electronic address you provide or to your agent or any person authorised to act on your behalf. The authorisation must be provided in writing.

If no address has been specified, Gippsland Water will send your account to the address of the property to which the charges apply or to your last known postal address.

### **4.3 Information on your account**

Gippsland Water's aim is to make our accounts easy to understand and provide you with information including:

- Service availability charges for the provision of a water supply, a wastewater service and fire service.

- A water usage charge including meter reading dates (if applicable).
- An estimated water usage charge (if applicable).
- A wastewater volumetric charge.
- All charges that incur GST shown as an inclusive item.
- The total GST raised on the account, shown as a separate item.
- The date of issue.
- The address of the property at which the charges in the account have been incurred.
- The customer's contact details (as specified in clause 4.2) and account number.
- Where interest is to be charged on outstanding amounts, a clear statement of the rate of interest and from what future date it is to be applied.
- The amount the customer is required to pay.
- The date by which the customer is required to pay.
- The ways in which the customer can pay the account and information about help which may be available if a customer is experiencing financial difficulties.
- A telephone number for enquiries about the account and a 24-hour emergency service number.
- Referral to interpreter services offered by Gippsland Water.
- Any outstanding credit or debit balance from previous accounts and payments made by the customer since the last account was sent.
- For residential customers, information on concessions available and any concession to which the customer may be entitled.
- For residential customers, a graphical illustration of their average rate of water use at the property for each billing period back to, and including, the equivalent period in the previous year.
- Gippsland Water will not include a graphical illustration on a four monthly account when it is the customer's first metered tax invoice.

#### **4.4 Concessions**

Customers are eligible for state government funded concessions for their service availability charges and/or usage charges where:

- Liability to pay exists.
- The property is classed as residential

- The customer holds a recognised concession card.
- The customer resides at the property.

Depending on the concession being applied for, Gippsland Water will either verbally confirm, sight or hold a copy of the concession card.

Customers should contact one of Gippsland Water's service agents on our toll free number 1800 050 500 for more details.

#### **4.5 Water and wastewater service availability rebates**

Owners/occupiers of properties used predominantly for:

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

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

Customers can obtain further information by contacting Gippsland Water toll free on 1800 050 500.

#### **4.6 Goods and Services Tax**

The 'New Tax System' (Goods and Services Tax) Act 1999 ('GST Act') identifies GST free supplies.

Water and wastewater service availability, water usage, wastewater volumetric and fire service charges are GST free.

Gippsland Water will at all times issue the customer with fully compliant accounts, regardless of GST being charged on the particular goods or services provided.

Gippsland Water's ABN is 75 830 750 413.

#### **4.7 Overcharging or undercharging**

Where you have been overcharged as a result of an error by Gippsland Water, we will inform you within 10 (ten) working days of becoming aware of the error and either credit your account or offer you a refund of the amount overcharged.

If a customer has been overcharged as a result of an inaccurate meter, Gippsland Water will refund or credit any amount overcharged.

Where you have been undercharged and Gippsland Water proposes to exercise its right to recover an amount undercharged, Gippsland Water will:

- Notify you of the error and let you know the amount undercharged, the period during which the error occurred and the amount to be recovered.
- If the amount to be recovered is listed on an account, it will be clearly identified as a separate item.
- The amount to be recovered is limited to the amount undercharged in the 12 (twelve) months prior to you receiving notification of the error. Interest will not be charged on any undercharged amount until after the due date on the account expires and payment has not been received.
- We will allow the amount to be recovered to be paid by a flexible payment arrangement over a period at least equal to the period in which the undercharging occurred.

In the event an estimation of water usage is required, the charge will be calculated either on your past usage history or by other means as defined in clause 4.1 of this Charter.

Where Gippsland Water has undercharged a customer as a result of the customer's illegal use of water, Gippsland 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 7.1.
- Refer the matter for prosecution under the Water Act 1989.

Gippsland Water may exercise any other rights available to it if a customer's illegal use of water is detected.

#### **4.8 Giving notice when vacating**

Under section 273B of the Water Act 1989 customers are required to give Gippsland Water at least 48 (forty eight) hours notice before vacating a property. This will enable a final meter reading to be made to determine the final tax invoice for water usage.

A customer who fails to notify Gippsland Water that they are vacating a property will remain liable for any further water usage incurred at that property, until the meter is next read.

## **5 PAYMENTS**

### **5.1 Paying your account**

Gippsland Water offers the following payment methods and may, at its discretion offer additional methods:

- In person at our Traralgon office, located at 55 Hazelwood Road Traralgon.
- By mail to PO Box 348 Traralgon, Victoria 3844.
- Via Gippsland Water's website at [www.gippswater.com.au](http://www.gippswater.com.au)

- By Direct Debit.
- At any Australian Post outlet or agency.
- By BPay.
- By Credit Card, 24 hours a day, seven days a week, on 131816.
- Through Centrelink – Centrepay.
- In advance.
- Easyway payment options.

Gippsland water will not require you to agree to Direct Debit as a condition of service. For further information on any of these payment options please contact Gippsland Water on our toll free number 1800 050 500.

## **5.2 When payment is due**

The amount set out in the account is due for payment within 28 (twenty-eight) days of the date of the account.

A customer is assumed to have received an account 2 (two) working days after Gippsland Water has raised charges in accordance with clause 4.2.

## **5.3 Flexible payment plans**

If you are having difficulty paying your account or, would like to budget to pay your account in instalments, Gippsland Water has available a flexible instalment plan called an Easyway Payment Arrangement (Easyway).

This payment plan will:

- State how the amount of the payment has been calculated.
- State the period over which the customer will pay the agreed amount.
- Specify an amount to be paid in each period.
- Be able to be renegotiated at the request of a customer if there is a demonstrable change in their circumstances.
- Be confirmed in writing to the customer prior to or as soon as practicable after the flexible payment plan commences.

An Easyway payment card or booklet is sent to the customer and may be used at Gippsland Water's administration office or at any Australia Post office.

Gippsland Water will offer customers a flexible payment plan provided that the customer has not defaulted on 2 (two) payment plans during the last 12 (twelve) months. Where 2 (two) defaults have occurred during the last 12 (twelve) months, Gippsland Water will seek reasonable assurance that the customer is willing to comply with the plan.

Where a customer is to be absent for an extended period, e.g. on holiday or due to an illness, and is unable to arrange payment by one of the above methods, Gippsland Water also offers:

- Payment in advance facilities.
- Redirection of the tax invoice to another person for payment provided that person agrees in writing and Gippsland Water agrees.

#### **5.4 We can help if you are experiencing payment difficulties**

Gippsland Water has a range of alternate payment options available to assist you if you are having trouble paying your account. Gippsland Water will assist each customer on a case-by-case basis by making provision for alternative payment arrangements in accordance with the customer's capacity to pay including:

- Offering a range of payment options including flexible payments in accordance with the clause above.
- Redirection of the account to another person for payment provided that person agrees in writing.
- Offering to extend the due date for some or all of the amount owed.
- Suspending or waiving of interest payments on outstanding amounts according to our Hardship Policy.

Confirmation in writing of your alternative payment method will be sent within 10 (ten) business days of an agreement being made.

Where appropriate, we will help you by:

- Providing you with information on government funded assistance programs including the Utility Relief Grant Scheme.
- Referring you to an independent financial counsellor at no cost.

#### **5.5 Hardship Policy**

Gippsland Water has a hardship policy that details procedures for assisting our residential customers. Without limiting this general obligation, the hardship policy provides internal assessment processes:

- To determine a customer's eligibility using objective criteria as indicators of hardship.
- Designed to make an early identification of a customer's hardship.
- To determine the internal responsibilities for the management, development, communication and monitoring of the policy.
- To provide for staff training about Gippsland Water's policies and procedures and to ensure customers in hardship are treated with sensitivity and without making value judgements.

- To exempt customers in hardship from supply restriction, legal action, and additional debt recovery costs while payments are made to Gippsland Water according to an agreed flexible payment plan or other payment schedule.
- Gippsland Water's hardship policy states any circumstances in which it will waive or suspend interest payments on outstanding amounts.
- Subject to water law, Gippsland Water will offer a range of payment options in accordance with the customer's capacity to pay.
- Gippsland Water will provide written confirmation of any alternative payment method which will be sent to customers within 10 (ten) business days of an agreement being reached.
- Gippsland Water will offer information and referral to government assistance programs (including the Utility Relief Grant Scheme) and no-cost independent financial counsellors.
- Information will be offered about Gippsland Water's dispute resolution policy, and the customer's right to lodge a complaint with EWOV and any other relevant external dispute resolution forum if their hardship claim is not resolved to their satisfaction by Gippsland Water.
- Gippsland Water will detail the circumstances in which the policy will cease to apply to customers, and provide for a review mechanism of the policy and its associated procedures.
- Information will be offered on how to reduce water usage and improve water efficiency and referral to relevant government water efficiency programs (including Smart Homes program)
- Gippsland Water will provide for a review mechanism of the policy and its associated procedures.

A copy of Gippsland Water's Hardship Policy can be obtained by telephoning 1800 066 401, by writing to Gippsland Water at PO Box 348, Traralgon, Victoria 3844 or email [contactus@gippswater.com.au](mailto:contactus@gippswater.com.au). Alternatively, customers can visit our website at [www.gippswater.com.au](http://www.gippswater.com.au)

## 6 COLLECTION

Credit management of overdue accounts will be in accordance with Gippsland Water's Credit Management Policy. This policy is available on request from our Customer Service team.

### 6.1 What will happen if you do not pay your account by the due date?

All reasonable efforts will be made by Gippsland Water to provide assistance to customers with payment difficulties during the collection cycle.

If a customer fails to pay by the due date on their account, Gippsland Water, or an authorised agent working on behalf of Gippsland Water, will send a **Reminder Notice** which will state information on assistance available and the date from which interest will be applied.

## **6.2 A warning about what may happen if you do not pay your account**

If a customer fails to pay by the due date on the Reminder Notice, a **Final Notice** will be sent at least 7 (seven) days prior to taking action for non payment. The Final Notice will:

- Specify any assistance that is available to the customer, including information about EWOV and the hardship policy.
- Advise the customer that the bill is overdue and must be paid for the customer to avoid legal action or supply restriction.
- Specify the alternative payment options available.
- Specify that interest may be charged, the date from which the interest will be charged and the percentage interest rate that may be applied.
- Caution that if legal action or restriction of water supply is implemented the customer will incur additional costs.
- Caution that a restriction charge will apply if Gippsland Water or a representative acting on behalf of Gippsland Water is required to visit the property with the intention to restrict the water supply.

In addition, both the Reminder Notice and the Final Notice will provide all the information required to appear on the original account except information about meter readings, usage, previous accounts or past payments.

## **6.3 Interest and other charges**

Gippsland Water may charge interest in accordance with water law, except in cases where its hardship policy provides otherwise. Gippsland Water will inform customers when interest is to be applied to outstanding amounts.

Gippsland Water will not impose other charges in respect of outstanding amounts owed by a customer unless otherwise approved by the Essential Services Commission.

## **6.4 Dishonoured payment**

If you pay your Gippsland Water account by cheque or Direct Debit, and the payment is not honoured by your bank, then Gippsland Water may charge you the administrative fee charged by Gippsland Water's bank.

# **7 ACTIONS FOR NON PAYMENT OF YOUR ACCOUNT**

## **7.1 Legal action and restriction of supply**

Gippsland Water may take legal action or restrict your supply of water or recycled water if:

- More than 14 (fourteen) days have elapsed since the issuing of the Reminder Notice.
- A Final Notice has been sent providing you with information on Gippsland Water's Hardship Policy and other assistance available to customers experiencing payment difficulties.

- Gippsland Water, or a representative, has attempted to contact you
  - on at least two occasions, either in person, via telephone, or mail about the non-payment; and
  - on one further occasion, in person, about the non-payment
- The customer has been notified of the proposed restriction or legal action and the associated costs, including the cost of removing a restrictor.
- The customer has been offered a flexible payment plan and has refused or failed to respond.
- The customer has agreed to a flexible payment plan and has failed to comply with the arrangement.

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

Gippsland Water will not commence legal action or take actions to restrict your service due to non-payment if:

- The amount owed in full is less than \$200, unless you have failed to pay consecutive accounts over a period of not less than 12 (twelve) months irrespective of the amount owed by a customer.
- Service charges apply and the cumulative water usage is less than 40 kilolitres.
- You are registered with us as a Special Needs Customer.
- You are eligible for and have lodged an application for a government funded concession and the application is outstanding.
- The amount in dispute is subject to an unresolved complaint under review by Gippsland Water.
- You have made an application under the Utility Relief Grant Scheme and the application is outstanding.
- You are a tenant and:
  - The amount unpaid is owed by the landlord.
  - You have a claim against the landlord in respect of a water account pending at the Victorian Civil and Administrative Tribunal.

Gippsland Water will not take actions to restrict your service due to non payment if:

- It is a day of total fire ban declared by the Country Fire Authority (CFA) in the area in which the property is located.
- It is a Friday, a weekend, a public holiday, or the day before a public holiday, or after 3.00pm on any other day.

- Gippsland Water believes that the restriction will cause a health hazard having taken into consideration any customer concerns.

This clause does not restrict Gippsland Water's rights under the Water Act 1989 to pursue a debt owed to it by a person who is no longer a customer.

A restriction under this section may reduce the supply of water, or non-potable water to no less than 2 (two) litres per minute at the tap nearest the meter.

### **7.3 Removal of restrictions**

Gippsland Water will restore the service restricted within 24 (twenty-four) hours of becoming aware of the reason for restriction no longer persisting.

Gippsland Water may impose a charge for the removal of restrictions on a service.

### **7.4 Powers of sale or transfer**

If the amount owed by you to Gippsland Water remains outstanding for not less than 33 (thirty-three) months, and we intend to exercise our powers of sale or transfer in accordance with the Water Act 1989, we will notify you in writing of:

- Gippsland Water's powers under the Water Act 1989, to sell or transfer the property.
- Details of the debt which gives rise to those powers.
- When we intend to exercise our power of sale or transfer.
- The process and consequence of these actions.

### **7.5 Guaranteed service levels - Hardship**

The Essential Services Commission has established a hardship related guaranteed service level, which outlines minimum reasonable endeavours guidelines that must be followed in respect to restrictions and legal action. Prior to commencing a restriction or legal action, these guidelines require Gippsland Water, or an authorised agent, to:

- Issue a bill, reminder notice and final notice;
- Make at least two attempts to contact the customer by phone or in person on separate weekdays; and
- Make one further attempt to contact the customer in person

Failure by Gippsland Water to adhere to the "minimum reasonable endeavours" guidelines will result in a breach of the hardship related Guaranteed Service Level. In the event that a breach occurs, Gippsland Water will apply a rebate of \$300 to the customer's account.

## **8 QUALITY OF SERVICES**

### **8.1 Product quality**

Gippsland Water's objective is to supply drinking water to customers (at the outlet of the meter, or to the property boundary if there is no meter), which complies with the definition in the Safe Drinking Water Act 2003.

Gippsland Water will conduct water quality monitoring programs and report results to customers as specified in Appendix 3.

## 8.2 Delivery quality (flow rates)

Gippsland Water will aim to maintain customers' current level of service and will achieve the minimum flow rate as shown in the following table.

Diameter of the property service pipe (millilitres)	20	25	32	40	50
Minimum flow rate (litres per minute)	20	35	60	90	160
A minimum pressure of 14 metres head at the meter at peak hour					
A maximum pressure of 80 metres head at the meter					

Note that:

Single residential properties (houses) usually have a property service pipe of 20mm in diameter.

The flow rate and pressure 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 Gippsland Water or a licensed plumber.

Gippsland Water will ensure that a customer's water supply and recycled water supply is at least equal to minimum flow rates specified in Gippsland Water's approved service standards, except to the extent that:

- 8.2.1 a Property owner's infrastructure falls short of the required condition (refer clause 11);
- 8.2.2 a service is provided via a private extension;
- 8.2.3 there is a drought, an emergency or water restrictions are in place;
- 8.2.4 there is a water shortage due to peak summer demand;
- 8.2.5 there is an unplanned or planned interruption;
- 8.2.6 recycled water is reduced due to a shortage;
- 8.2.7 recycled water is reduced in accordance with a Gippsland Water's permitted use rules;
- 8.2.8 supply is restricted or disconnected in accordance the Customer Service Code or with this Charter; or
- 8.2.9 water law provides.

## 8.3 Testing

A customer may ask Gippsland Water to test whether we are providing adequate flow rate or water quality as set out in clauses 8.1 and 8.2. The customer will only be charged for this test if the test demonstrates compliance on Gippsland Water's behalf.

## 8.4 Fixing the problem

If Gippsland Water is not meeting its obligations in relation to the provision of any of its services, it will rectify the fault as soon as possible, or within an agreed time frame.

## 9 RELIABILITY OF SERVICES

### 9.1 Obligation to provide reliable services

Subject to our Statement of Obligations, Gippsland Water will manage our assets to provide you with reliable services.

Gippsland Water will take reasonable care to operate the wastewater (collection and transfer) system so that odours are not prevalent, as required by the Environment Protection Authority (EPA).

### 9.2 Notice in emergencies

In an emergency, Gippsland Water will attempt to contact the customer when Gippsland Water needs to enter a customer's property to inspect or maintain Gippsland Water's water supply and wastewater systems. Where the customer cannot be contacted directly, then Gippsland Water will use the appropriate media outlets to inform its customers of the situation and its plans to overcome the emergency.

### 9.3 Unplanned interruptions

Gippsland Water will comply with the following standards specified in its Water Plan and approved by the Essential Services Commission:

- Gippsland Water will ensure that there are no more than 5 (five) unplanned interruptions to a customer's water supply each year.
- Gippsland Water will ensure that there are no more than 3 (three) blockages of a customer's wastewater service each year.

Where an unplanned interruption of the water supply or wastewater service occurs, Gippsland Water will minimise inconvenience to customers by:

- Restoring 97.8% of unplanned water supply interruptions within 5 (five) hours of becoming aware of the interruption.

Where Gippsland Water is notified of a burst or leak to the water supply system, Gippsland Water will:

- Attend within 1 (one) hour where the burst or leak is considered **Priority 1**.
- Attend within 3 (three) hours where the burst or leak is considered **Priority 2**.
- Attend within 24 (twenty-four) hours where the burst or leak is considered **Priority 3**.

(Gippsland Water has adopted the ESC priority definition)

- Ensure customers have access to emergency supplies of water if required or requested.
- Average time to attend an unplanned interruption to a customer's wastewater service will be 35 minutes.

- Restore a customer's wastewater service within an average time of 130 minutes.
- Ensure that, in the event of a wastewater spill on a customer's property, damage and inconvenience to customers and others affected is minimised.
- Ensure that 98% of wastewater spills are contained within 5 (five) hours of Gippsland Water becoming aware of the spill.
- Ensure that a wastewater spill is promptly cleaned up and the affected area disinfected to the standard set by the local council.
- Make every reasonable effort to minimise wastewater spills on customer's properties due to an operational event within Gippsland Water's wastewater system.

Refer to Appendix 3 for Gippsland Water's approved customer service standards. If the customer is not satisfied with Gippsland Water's actions advice can be sought from the local Council Environmental Health Officer.

If there is an unplanned interruption to our services, Gippsland Water will ensure that information and advice is available from our Service Centre on our 24-hour number 1800 057 057.

The Service Centre will advise callers:

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

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

In the event of a burst, leak, blockage or spill in its system, Gippsland Water will:

- Promptly attend the site upon notification.
- Take action to rectify the situation taking into account the potential or actual impact on:
  - Customers.
  - Others affected by the failure.
  - Property.
  - The environment.

#### **9.5 Wastewater blockages**

If the blockage is in the customer's wastewater pipe (property drain) it will be necessary for the customer to engage a licensed plumber and pay the cost to clear the blockage. Refer to Appendix 1.

If the blockage is in Gippsland Water's wastewater property connection pipe and the blockage has been caused by tree roots from trees growing in the customer's property, it will be necessary for the customer to engage a licensed plumber and

pay the cost to clear the blockage, and repair any damage to the property connection pipe caused by the tree roots.

If the blockage is in Gippsland Water's wastewater property connection pipe or sewer main, Gippsland Water will clear the blockage at its own cost.

If the blockage is in Gippsland Water's wastewater pipe (sewer main) and the blockage has been caused by tree roots from trees growing in the customer's property, then Gippsland Water may exercise its power under the Water Act 1989 and recover from the property owner reasonable costs for clearing the blockage and or repairs for damage caused by the customer's tree roots.

## **9.6 Planned interruptions – information and response**

Gippsland Water will inform affected customers in writing of the time and duration of any planned interruption to service at least 2 (two) business days in advance.

As well, Gippsland Water has policies, practices and procedures in relation to providing customers with access to emergency supplies of drinking water in the event of a planned interruption to water services.

## **9.7 Special needs**

If a customer requires a water supply to operate a life support machine, or for any other special needs and this has been confirmed by a hospital, the customer may register with Gippsland Water.

Gippsland Water keeps an up-to-date register of customers who require water for:

- The operation of a life-support machine.
- Other special needs that will be assessed on a case by case basis.

Gippsland Water will contact customers on our special needs register:

- As soon as possible, in the event of an unplanned interruption to a service.
- At least 4 (four) business days before a planned interruption, unless a longer period of notice is requested by the customer, in which case that longer notice will be given if it is reasonably necessary and able to be accommodated by Gippsland Water.
- Gippsland Water will inform life support machine customers of their eligibility for concessions.

Gippsland Water will not restrict a customer's water supply for non-payment if their registration is for health reasons.

In all cases Gippsland Water will endeavour to minimise inconvenience to these customers.

## **10 DISCONNECTION FOR OTHER REASONS**

### **10.1 Disconnection**

Gippsland Water may disconnect the supply of water or recycled water to a customer if:

- Gippsland Water believes that the private works for the supply of water to the customer are inadequate or not properly constructed or maintained, and through the provisions of the Water Act 1989, Gippsland Water have given the property owner notice to repair or carry out maintenance on those private works, and the notice has not been complied with.
- The customer has refused entry to an employee or contractor of Gippsland Water who was investigating such a breach.
- The customer has breached any provision of the Water Act 1989 dealing with the use or taking of water

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

- Remedy a breach of the Water Act 1989, regulations made under the Water Act 1989, by laws and requirements of Gippsland Water made under the Water Act 1989.
- Install a meter and the notice has not been complied with.

### **10.2 Reconnection**

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

- The reason for disconnection no longer persisting.
- Receipt of a written undertaking as to compliance by the customer in a form acceptable to Gippsland Water.
- Payment by the customer of any reasonable charge imposed by Gippsland Water.

### **10.3 Disconnection by the customer**

Under the Water Act 1989, a customer who owns a property may, with Gippsland Water's written consent, disconnect the property from the water main or sewer branch to which it is connected.

Gippsland Water is not required to consent if it believes that disconnection of the customer's property from its water or wastewater systems would endanger public health or the environment, or the request is not based on reasonable grounds.

The property owner remains liable for non connected service availability charges where the services are available for connection.

## 10.4 Drought and Emergency Response

In the case of drought or an emergency, the use of water may be restricted or prohibited in accordance with a schedule of restrictions contained in the Drought Management Plan, or the Drought Response Action Plan of Gippsland Water, as approved by the Minister.

## 11 WORK AND MAINTENANCE

### 11.1 Quality improvement programs

#### **Maintenance of property plumbing and water pipes, property service pipes, property stop tap or ball valve, backflow prevention devices and wastewater pipes.**

Gippsland Water will implement programs to maintain its systems in accordance with our approved service standards and the Water Act 1989.

All on site property plumbing works from the outlet of any water meter or upstream from the wastewater property connection point must be undertaken by a licensed or registered plumber, as required by the Building Act 1993.

The responsibilities of the property owner and plumber are also set out in the Building Act 1993.

#### 11.1.1 Between the water meter and the customer's tap

The property owner is responsible for maintaining all water pipes and fittings from the water meter assembly to all taps and appliances. Where there is no water meter assembly, or the meter assembly is not located within two (2) metres of the property boundary fronting the water main, the property owner is responsible for maintaining all water pipes and fittings from the property boundary to all taps and appliances.

Multi tenement properties: Gippsland Water has no powers within a body corporate estate, and no control over, or responsibility for internal common water supply pipes. Therefore, maintenance of a common water service between the meter and taps is the responsibility of the body corporate or the joint responsibility of the property owners where no body corporate exists.

#### 11.1.2 Between the water main and the water meter (property service pipe)

Gippsland Water is responsible for maintaining the property service pipe between the water main and the water meter, the water meter itself and the property stop tap or ball valve provided:

- The property is not serviced via a private extension.
- The property service pipe is less than or equal to 50mm in diameter and is not being used as a fire service or a combined fire/domestic service.

- The water meter assembly or property stop tap or ball valve is located within **2 (two) metres** of the property boundary fronting the water main.

Note: Where the meter assembly or property stop tap or ball valve is located beyond 2 (two) metres of the property boundary, or where there is no meter installed, Gippsland Water is responsible for maintaining the property service pipe up to the property boundary.

Gippsland Water will maintain any galvanised iron property service pipe for which it has maintenance obligations if it is leaking.

#### 11.1.3 Property service stop tap or ball valve

Gippsland Water will maintain the property service stop tap or ball valve as follows:

- Leaking tap or valve
  - During normal working hours, Gippsland Water will replace or repair a leaking property tap or valve within 8 (eight) hours of being notified unless it is considered by Gippsland Water that the leak warrants immediate action. Outside normal working hours, Gippsland Water will replace or repair the leaking tap or valve within one (1) working day of being notified unless it is considered by Gippsland Water that the leak warrants immediate action. Otherwise the repair or replacement of the stop tap or ball valve will be completed on the next closest day where normal hours are worked.
- Faulty tap or valve
  - Where a property tap or valve cannot be turned on for whatever reason, Gippsland Water will replace or repair the tap or valve within 4 (four) hours of being notified of the fault.
  - Where a property tap or valve cannot be turned off and it is considered by Gippsland Water that immediate action is not required, Gippsland Water will replace or repair the tap or valve within 10 (ten) working days of being notified of the fault.

## 11.2 Reinstating the street or property

Where Gippsland Water opens or breaks up the soil or pavement of any street or property, it will:

- cause as little harm or inconvenience as possible;
- only stay on the property for as long as is reasonably necessary;
- fill in the ground (level and uniform);
- ensure that the street is repaired to the requirements of the local council;  
and

- remove any rubbish caused by Gippsland Water;

so as to leave the streets or property in a state as near as possible to the state it was in prior to the work being done by Gippsland Water.

### **11.3 Safety fencing and lighting**

Gippsland 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.

This will be done in accordance with any standards set by VicRoads, local council and/or any other applicable health and safety standards.

### **11.4 Contributions to new works**

The Essential Services Commission became the economic regulator of the Victorian water sector on 1 January 2004. As part of its role the ESC must approve all fees and charges to be levied by Water businesses from 1 July 2005. Any contribution required to be made by a property owner will be made in accordance with the ESC's pricing determination.

If Gippsland 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.

Where this occurs, Gippsland Water must give the owner a notice setting out:

- The amount payable.
- The reason payment is required.
- Details of the new works or services to be provided.
- Details of the owner's right to object to making the payment.

Within 1 (one) month of receiving this notice, (or longer if stipulated by Gippsland Water in the notice), the owner may object to the payment. Gippsland Water must review its decision based on that objection. If Gippsland Water decides to proceed with the new works or services, the owner may have the decision reviewed by the Victorian Civil and Administrative Tribunal.

Gippsland 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.

### **11.5 Other water services**

The property owner is the owner of, and is responsible for maintenance to all other types of water service, which may include:

- Temporary water services (also known as private extensions or trunk extensions).
- Fire services.
- Combined fire and domestic services.

- Property services where the serviced property does not front a water main located in a gazetted road reserve (public road).

## **11.6 Backflow prevention devices**

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

## **11.7 Wastewater pipes**

### **Conventional sewerage systems**

The property owner is responsible for maintaining all plumbing and pipe work from the household fixtures servicing the property, up to the connection point provided by Gippsland Water during the construction of the wastewater main. In most cases the connection point is inside the property boundary.

If an owner does not know where the connection point is Gippsland Water will provide this information.

### **Multi tenement arrangements**

Gippsland Water has no powers within the Body Corporate estate and no control over, or responsibility for internal common drains. Therefore, maintenance of common drains from household fixtures servicing the property up to the connection point of the sewer main is the responsibility of the Body Corporate or the joint responsibility of the property owners, where no Body Corporate exists.

### **Pressure sewerage systems (Seaspray sewerage district only)**

If your property is serviced by a pressure sewerage system, Gippsland Water owns and is responsible for maintaining the pump unit and all works from the unit to our sewer. The property owner is responsible for maintaining all sewerage works on your property beyond the unit. Refer to Appendix 2.

The relevant conditions of connection also require you to maintain the power supply, the independent circuit breaker and the power cable to the pump control panel on your property and to pay electricity charges for operating the pump. If the pump unit or works on Gippsland Water's side of that unit require repairs, please contact our Service Centre on 1800 057 057.

The following obligations also apply to properties within the Seaspray sewerage district serviced by pressure sewerage systems:

- The property owner is responsible for any costs to Gippsland Water for maintenance, repair or replacement of Gippsland Water assets resulting from their damage, destruction or their failure to act in accordance with the requirements of the Home Owner's Manual.
- The property owner must not attempt to repair nor in any way interfere with the Gippsland Water assets.

- The property owner will report all failures and faults of the system or the Gippsland Water assets to Gippsland Water and will provide 24-hour access in accordance with the Home Owner's Manual.

Please contact Gippsland Water's Service Centre on 1800 066 401 if you require a copy of the Home Owners Manual.

## **11.8 Notice to repair**

The property owner may be required to undertake maintenance work under the Water Act 1989.

Under circumstances specified in the Water Act 1989, Gippsland 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 Gippsland Water under the Act.
- Observe restrictions imposed by Gippsland Water in accordance with water law.

11.8.1 If the property owner fails to comply, the Water Act 1989 provides that Gippsland Water may take the action specified in the notice and charge the owner the reasonable costs for which the owner is responsible.

11.8.2 The notice given to a property owner to take the action specified will be reasonable. Completion of the identified work will not be required in less than 48 (forty-eight) hours after the notice has been delivered.

11.8.3 If Gippsland 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.

## **11.9 Removal of trees**

11.9.1 If Gippsland Water reasonably decides that a tree on a property is obstructing or damaging its water or wastewater system, or is likely to do so, it may exercise its powers under the Water Act 1989 and require the property owner to remove the tree.

11.9.2 Gippsland Water must first give the property owner 7 (seven) days notice in writing. If the property owner believes that the decision of Gippsland Water is unreasonable he or she may, within that 7 (seven) day period, apply to Gippsland Water to have the decision reviewed.

11.9.3 Compensation may be required to be paid by Gippsland Water to the property owner if the tree required to be removed is on land over which:

- No easement exists in favour of Gippsland Water.
- No easement exists for water supply, wastewater or drainage purposes.

- 11.9.4 If Gippsland 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 Victorian Civil and Administrative Tribunal to have the decision reviewed.
- 11.9.5 If the property owner does not apply to the tribunal, and does not remove the tree, then Gippsland Water may give notice that if the tree is not removed within 21 (twenty-one) days, it will remove the tree and recover the reasonable cost of removal from the property owner.
- 11.9.6 If Gippsland Water has been advised that a tenant occupies the property, a copy of the notice will be forwarded to the tenant, for information.

### **11.10 Building work by the customer**

11.10.1 Under the Water Act 1989, customers must not, without the prior consent of Gippsland Water, undertake any building or construction work or place fill:

- That may interfere with Gippsland Water's water supply or wastewater systems.
- Over easements for water supply, wastewater or drainage purposes.
- Over or next to Gippsland Water's water supply and wastewater systems.

Customers should contact Gippsland Water prior to constructing extensions, garages, sheds and other structures on their properties to determine the location of services and seek advice.

11.10.2 Altering connections

Under the Water Act 1989, customers must not alter any works connected to Gippsland Water's works without Gippsland Water's consent.

### **11.11 Damage and illegal works**

Gippsland Water is not responsible for any:

- Damage caused by a customer.
- Illegally connected services.

Gippsland Water reserves the right to recharge for the costs incurred to rectify damage caused.

### **11.12 Worker identification**

A Gippsland Water representative will not enter your property without appropriate identification.

### **11.13 Entry onto customer's property**

If a Gippsland Water representative enters a property, except for the purpose of reading an accessible meter, water quality testing, trade waste inspections, or in an emergency, they must either:

- Notify any occupant present of the representative's purpose for entry.
- If no occupant is present at the property, leave a notice stating the representative's identity and the date, time and purpose of entry.

Under the Water Act 1989, Gippsland Water may also enter a customer's property after giving 7 (seven) days notice, (or a shorter time subject to the customer's consent):

- To inspect, test or replace the meter.
- Carry out any planned works.
- Inspect new drainage or plumbing connections.
- Alter existing connections.
- Restrict/reconnect the water supply.
- To inspect works or perform any test to find out whether the water law is being complied with.
- To remove trees (Refer clause 11.9).

A Gippsland Water representative will only enter a residential property between the hours of 7.30am and 6.00pm unless:

- The occupier consents.
- Gippsland Water has reasonable grounds for believing that water law is not being complied with.
- An emergency exists.

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

### **11.14 Notifying Gippsland Water of dangers**

Customers are requested to advise Gippsland Water employees and contractors of anything on their property that they know could be dangerous to the employees or contractors, such as a guard dog.

### **11.15 Keys held by Gippsland Water**

If Gippsland Water holds keys to your premises, the keys will be held in safe custody and returned to you upon notification of your vacation of the property, or if access is no longer required.

## 11.16 Gippsland Water's meters

### 11.16.1 Measuring water supplied

The customer will be charged for the volume of water measured by an approved meter installed and maintained by Gippsland Water. The exceptions are where the meter has failed a test in accordance with clause 11.19 or an estimate has been required in accordance with clause 4.1.

Gippsland Water will use reasonable endeavours to ensure that all metered customers have an actual meter reading every billing cycle, or otherwise at least once every 12 (twelve) months.

A notional charge may be applied where the property receives a water supply but no meter is installed.

### 11.16.2 Installation

The meter which records the total volume of water used by a property and read by Gippsland Water for billing purposes, can only be installed at the initiative of Gippsland Water, the property owner or the body corporate. Gippsland Water will take no responsibility for the maintenance or reading (for billing purposes) of water meters installed by a property owner for the purpose of measuring water consumption on multi tenement properties.

11.16.3 Installation costs of meters for new properties will be the responsibility of the property owner. Costs for installing new meters in existing unmetered properties will be the responsibility of the property owner.

11.16.4 The meter is owned by Gippsland Water once it has been installed and must be:

- supplied by Gippsland Water;
- installed by Gippsland Water; and
- maintained by Gippsland Water at no extra cost to the customer unless the customer has damaged the meter.

11.16.5 If Gippsland Water believes that a meter on any property connected to its system is functioning inaccurately, Gippsland Water may compute the quantity of water supplied to the property during a specific period:

- By having regard to the quantity of water delivered to the property in any previous or subsequent period or periods.
- By having regard to the quantity of water delivered to any similar property during the period concerned.
- In any other way that is prescribed.

### **11.17 Ensuring access**

11.17.1 The customer must ensure that the meter is accessible for reading, testing inspection and replacement by Gippsland Water.

11.17.2 Gippsland Water may serve notice on the customer to make the meter safely accessible, under provisions of the Water Act 1989.

### **11.18 Readings by the customer**

If Gippsland 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 Gippsland Water. If the customer fails to provide a reading, Gippsland Water may estimate the amount of water used. The estimation will be calculated on the customer's water usage history at the property.

### **11.19 Meter testing/calibration**

11.19.1 Gippsland Water may at any time, and will within 10 (ten) working days of a request from a customer, test a 20mm to 25mm 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.

The property owner has 2 (two) choices of meter test for a 20 or 25mm meter – an on site test, where Gippsland Water test the meter at the property, or an off site test where Gippsland Water replace the existing meter with a new meter and have the meter tested by the manufacturer. A detailed report of the results is sent to the customer. The fee for both on site and off site testing is the same if applicable.

If the meter is equal to or greater than 32mm in size, it will be removed and sent to the manufacturer for testing. A new meter will be installed and a detailed meter test report will be forwarded to the customer.

11.19.2 Before testing the meter, Gippsland 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.

11.19.3 If required, Gippsland Water will conduct the meter test and calculate the measurement error:

- in accordance with a method which is representative of the customers' consumption history and/or
- using any method which has been approved by the National Standards Commission.

11.19.4 If the test shows that the meter is faulty by an error measurement greater than 5% Gippsland Water must:

- replace the meter at its expense; and
- refund or credit any amount overcharged in accordance with clause 4.7.

11.19.5 The costs of the test will be met by the customer if the meter is shown not to be inaccurate in accordance with clause 11.19.4, and will be raised on the customer's next account.

11.19.6 A copy of the test report will be provided to the customer within 5 (five) days of Gippsland Water receiving the test report.

## **11.20 Estimated meter readings**

11.20.1 Gippsland Water may estimate the meter reading if:

- The customer refuses or fails to read the meter when requested to do so.
- The meter is inaccurate.
- The meter has stopped recording.

11.20.2 In estimating the reading Gippsland Water will base the estimate as specified in clause 4.1 of this Charter.

## **12 INFORMATION, PRIVACY AND CONSULTATION**

### **12.1 Requests for information**

12.1.1 Gippsland Water will respond to written requests for information consistent with normal commercial practices.

12.1.2 Account history

On written request Gippsland Water will provide a customer, or their representative with written authorisation, with copies of any documents it has concerning the customer's account history, which are reasonably available.

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

12.1.3 Gippsland Water will provide copies of the following materials to customers on request:

- The Customer Charter.
- The results of the customer survey referred to in clause 12.12.
- The results of the Water Quality Monitoring Program referred to in clause 12.13.
- Gippsland Water's water quality improvement programs.
- Educational material about water conservation.
- Current Schedule of Charges, including tariffs and taxes.
- Current lists of local offices and emergency telephone numbers.
- Materials for customers with special communication needs, providing information about this Charter and Gippsland Water's water supply and wastewater services.

12.1.4 Under the Water Act 1989, any person may obtain an information statement in relation to any customer's property, on payment of an application fee to Gippsland Water. Applications must contain a description sufficient to identify the land in relation to which the information statement is required.

12.1.4.1 The information statement will specify in writing:

- All tariffs, taxes and charges required to be billed by Gippsland Water.
- All encumbrances and outstanding orders relating to the property.
- All outstanding amounts owed to Gippsland Water, inclusive of:
  - Tariffs, taxes, and charges inclusive of interest for the current account period.
  - Tariffs, taxes, and charges inclusive of interest for a previous account period.
  - Private schemes (all outstanding monies are required to be paid by the vendor upon sale of the property. These monies are not transferable to the purchaser).
  - Trade waste.
  - Headworks and outfall disposal charges.
  - Connection costs.
- All agreements which have been entered into with Gippsland Water.
- If the property is subject to subdivisional development.
- Any other information concerning the property that Gippsland Water in its absolute discretion, considers relevant under the Water Act 1989.

## **12.2 Fees for information or advice**

Gippsland Water may impose a reasonable charge for providing a customer's account and usage history held beyond 3 (three) years in accordance with the relevant Public Record Office Standard General Disposal Schedule for the records of water corporations.

## **12.3 Regulatory information**

Gippsland Water will provide, on request, any regulatory instruments other than primary legislation under which it operates, including a copy of the Essential Services Commission's Customer Service Code.

## 12.4 Permitted use

Gippsland Water will regularly inform relevant customers of our required limits on the permitted use of recycled water, non-potable water and wastewater which at least reflects:

- Health and environmental regulation.
- Clause 1.3 in respect of recycled water.

## 12.5 Sustainable use of water

### Reducing accounts by saving water

Reducing the amount of water used will reduce a customer's usage charges.

Gippsland Water will actively develop and carry out programs to inform customers about the conservation and efficient use of water. Information about these programs is available by contacting Gippsland Water on 1800 050 500 during business hours (8.00am – 5.00pm, Monday to Friday).

Gippsland Water will also provide customers with information on how to conserve water, when requested.

### Rainwater, composting toilets and re-use of domestic wastewater (greywater)

Unless exempt under clause 1.2, customers who live in a reticulated sewerage area must maintain a connection to the system.

This charter does not prevent customers from:

- Collecting and using rainwater for their own use, provided that a suitable backflow prevention device is fitted to a customer's private service by a licensed plumber (at the customer's cost) to ensure that rainwater collected for this purpose cannot enter Gippsland Water's reticulated water supply. Gippsland Water strongly recommends that water from rainwater tanks not be used for drinking, food preparation or where consumption is likely to occur. Rainwater stored in tanks is very likely to contain harmful bacteria and other pathogens, and great care must be taken to sterilise the water prior to consumption. Further information is available from the Department of Human Services on 5177 2500, or [www.dhs.vic.gov.au](http://www.dhs.vic.gov.au)
- Installing a composting toilet which does not require connection to Gippsland Water's water or wastewater systems, providing that it meets EPA and local government requirements (see [www.epa.vic.gov.au](http://www.epa.vic.gov.au))
- Diverting greywater for non-drinking purposes, such as watering the garden, subject to the necessary requirements of the Environment Protection Act 1970, Health Act 1958 and the Building Act 1993 being met.

## 12.6 Water reuse

Greywater or sullage includes wastewater produced from your kitchen, bathroom and laundry, but not the toilet.

Gippsland Water does not make recommendations on the use of greywater, however, we do warn customers that the quality of greywater can vary greatly. Wastewater from the laundry or bathroom may be suitable to be directly used on the garden, however wastewater from the kitchen is most often unsuitable because fat and food scraps can block greywater systems.

Gippsland Water strongly suggests that customers contact the EPA and the Environmental Health Unit at their local council prior to installing a greywater system. Further details of requirements for the installation of a greywater system are available at [www.epa.vic.gov.au](http://www.epa.vic.gov.au) under the heading Onsite Wastewater System Information.

## **12.7 Communication assistance**

Gippsland Water will provide access to an interpreter service and a TYY service for speech and hearing impaired customers. The contact numbers for these services are: TTY 1800 555 677, Interpreter Service 131 450.

We will publish and provide a copy of the Customer Charter in languages other than English upon request.

## **12.8 Customer obligations**

Gippsland Water will use reasonable endeavours to keep you informed of your obligations under the Water Act 1989 including:

- To pay charges incurred after vacating a property unless Gippsland Water is given 48 (forty-eight) hours notice of the customer vacating the property.
- To ensure that each water meter is accessible by Gippsland Water.
- To maintain the Property owner's infrastructure .
- To undertake required maintenance works under the Water Act 1989, or the Building Act 1993, upon notification by Gippsland Water.
- To remove trees at the request of Gippsland Water.
- To seek the consent of Gippsland Water for any building or construction work that might interfere with a service or system.
- To not alter any works connected to Gippsland Water works without Gippsland Water's consent.
- To not damage any assets of Gippsland Water.
- To not illegally connect to any of Gippsland Water's services.
- To observe restrictions imposed by Gippsland Water in accordance with water law.

## **12.9 Privacy**

Gippsland Water is committed to ensuring information we hold about our customers is protected and only used in accordance with the Information Privacy Act 2000, or for a purpose authorised by our customers.

National Privacy Principles as required by the Information Privacy Act 2000 came into effect from 21 December 2001. Gippsland Water's policies and procedures comply with the Information Privacy Act 2000 and National Privacy Principles, which ensure that the privacy of our customers is protected.

Gippsland Water only collects information from its customers that it need to conduct the business of providing water, wastewater and associated services within its Region.

The information we collect is the minimum required to ensure that we are able to provide a high level of service to our customers. Gippsland Water does not collect any information from our customers that is not required to ensure the provision of our services.

In some limited circumstances, we may collect personal information such as health information for our customers who use dialysis machines. We will collect this information only with our customers' written consent, or otherwise in accordance with an applicable law or regulation.

A copy of Gippsland Water's Privacy Policy can be obtained by telephoning 1800 066 401, by writing to Gippsland Water, PO Box 348, Traralgon, Victoria. 3844 or email [contactus@gippswater.com.au](mailto:contactus@gippswater.com.au) Alternatively customers can visit our website at [www.gippswater.com.au](http://www.gippswater.com.au)

## **12.10 Consultation**

Before adopting or varying a customer charter, Gippsland Water will consult with its customers.

### **Submission for assessment**

Before adopting a charter or any variation to a charter, Gippsland Water will submit it to the commission, with details of customer consultation undertaken, for the commission to review it and assess compliance of the charter with this code and the Water business's approved service standards.

## **12.11 Involving customers in service planning**

Gippsland Water has established an Environment and Customer Committee to enable community input into our service planning and decision making processes.

## **12.12 Customer survey**

Gippsland Water will survey a representative sample of customers about the performance of Gippsland Water at least every 18 (eighteen) months. A media release summarising the results will be distributed to all local media outlets and made available to the public on the Gippsland Water website.

## **12.13 Monitoring of water quality**

Gippsland Water is required to publish its water quality monitoring programs annually as measured against the World Health Organisation (WHO) guidelines and the Australian Drinking Water Guidelines.

## 13 THE CUSTOMER CHARTER

### 13.1 Publication and distribution of this Customer Charter

Gippsland Water will publish this Customer Charter on its website and provide a hardcopy to customers on request.

In addition, we will keep a copy of the Customer Charter at our office for inspection during business hours.

### 13.2 Charter summary

A summary of this Charter will also be available for distribution to:

- Existing customers with the first account after it has been approved by the commission.
- New customers within one month of becoming registered as a customer of Gippsland Water.

### 13.3 Changes to this Customer Charter

Gippsland Water's Customer Charter may be amended:

- By direction from the Essential Services Commission.
- After consultation with customers and stakeholders and following approval of the Essential Services Commission.

If Gippsland Water materially changes its Customer Charter, we will let each customer know that the charter has been changed and that the details of the change are available on our website or upon request. Notification of the change will occur on or with the next account after the change has occurred.

## 14 SERVICE STANDARDS AND COMPENSATION

### 14.1 General service and product standards

Gippsland Water will comply with its general obligations under the Trade Practices Act 1974 and the Victorian Fair Trading Act 1999 and will provide any services under this Charter with due care and skill. Any materials provided by Gippsland Water in connection with those services will be reasonably fit for the purpose for which they are provided.

### 14.2 General right to compensation

In such cases, the customer's right to compensation may arise under this Charter, the Water Act 1989, the Fair Trading Act 1999, the Building Act 1993 or the Trade Practices Act 1974.

## 15 DEFINITIONS

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

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

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

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

**Ball valve** is a valve having a ball which can be turned to move its port or ports relative to the body seat ports, to control the flow of fluid.

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

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

**Business day** means a day on which banks are open for general banking business in the city or town in which Gippsland Water's head office is located, not being a Saturday or a Sunday.

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

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

**Customer** is defined in Part A – Introduction.

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

**Domestic wastewater (greywater)** is wastewater discharged from household fixtures e.g. showers, baths and sinks.

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

**Electronic address** means an email or internet address supplied by a customer to a Water business for the purpose of the receipt of bills and other service related communications.

**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.

**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.

**Failure to comply** with instalment plan means that, when a payment is due, and has not been provided in terms of the arrangement agreed upon.

**Financial year** means a year ending 30 June.

**Fire Service** is a property service that may comprise of a sluice valve, water pipes, fire hydrants, fire hose reels and fittings (including water storage or pumping facilities) which is installed for fire fighting and extinguishing purposes to a property.

**Footpath tap** is a stop tap for use between the water service and the supply main pipe to the premises.

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

**Interruption** means:

- In the case of a customer's water supply, a total loss of water by Gippsland Water to the customer.
- In the case of a customer's wastewater service, the customer is unable to dispose of wastewater through the wastewater pipes on their property into Gippsland Water's wastewater system.

**Landlord** means any person who leases or rents a residential property to a tenant under the *Residential Tenancies Act 1997*.

**Legal Action** means debt recovery action that has been enforced by the Magistrates Court.

**Maintenance** includes repair and or replacement.

**Meter assembly** is an apparatus consisting of water meter, stop valve, strainer, additional valves (if fitted) and unions required to connect these components together and to the water supply pipe work but does not include a backflow prevention device installed downstream of the outlet of the meter.

**Minister** means the Minister to whom the corporation is responsible under the *Water Act 1989*.

**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 the Water business, for the period of such registration.
- The property owner.

**Permitted use rules** means a Water business's requirements under clause 12.4, of this Charter.

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

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

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

**Property service** is the pipes and fittings used or intended to be used for the supply of water to a property, from the water main up to and including the meter assembly or to the stop tap/ball valve if no meter is fitted.

**Property owner's infrastructure** includes the customer's pipes, backflow prevention devices and other equipment of the customer connected to a system.

**Reasonable assurance** means, 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.

**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.

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

**Right angle tap** is a tap in which the centrelines of the inlet and outlet are at right angles.

**Serviced properties** means any property where water supply and/or wastewater pipes have been laid and are available to service the property and the property has also been declared serviced by Gippsland Water, under section 144 of the *Water Act 1989*.

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

**Stop valve** is a valve which can be operated to stop the flow of water in a pipeline.

**Stop tap** is a screw-down pattern tap with horizontal inlet and outlet connections. It usually incorporates a loose jumper valve, permitting flow in one direction only.

**System** means a Water business's physical infrastructure for providing a water supply service, a recycled water service or a trade waste or wastewater service.

**Temporary water service** (Private Extension or Trunk Extension) is a service enabling the supply of water from a water main or aqueduct to one or more premises not fronted by a water main or aqueduct.

**Tax invoice** means a document issued by the supplier, which must show the GST inclusive price, the supplier's name and Australian Business Number (ABN), the date and words "tax invoice" printed prominently.

**Tenant** means a customer who leases or rents a residential property under the *Residential Tenancies Act 1997*.

**Trade waste** has the definition given in regulations made under the *Water Act 1989*.

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

**Unplanned interruption** means an interruption which is caused by a fault in Gippsland Water's system or a fault which is the maintenance responsibility of Gippsland Water as set out in section 9 of this Charter.

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

**Wastewater services** means the functions described in Part 9 of the *Water Act 1989*.

**Water Act 1989** includes all amendments to, and any regulations made under, that Act.

**Water business** means a metropolitan Water business or a regional water business.

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

**Water supply services** means the functions described in Part 8 of the *Water Act 1989*.

**Water service** is that part of the cold water supply pipe work from the water main up to and including the outlet valves at fixtures and appliances.

**Water service pipe** is the pipe of any water service.

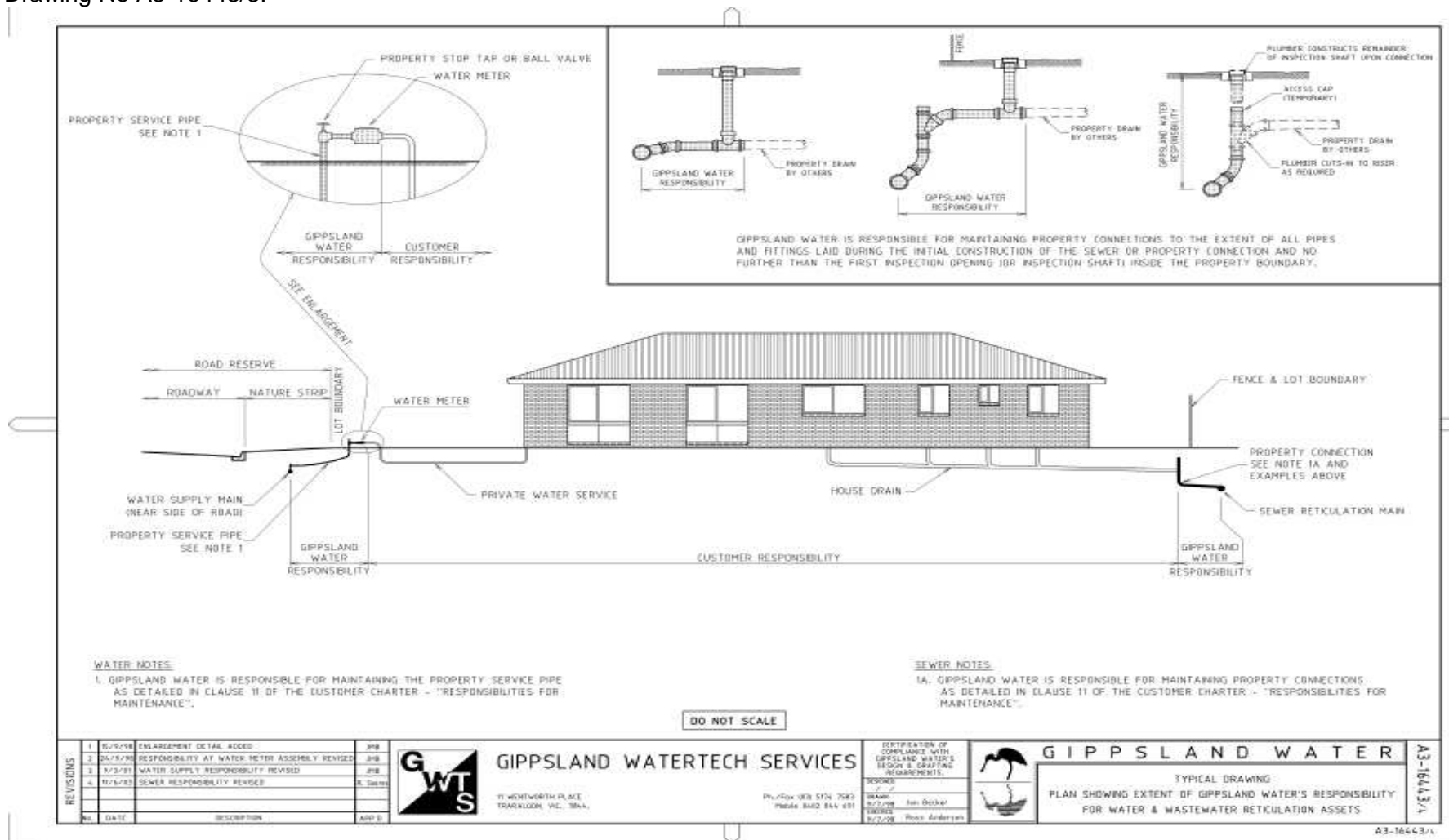
**Water main** is a conduit or pipeline vested in the water corporation, or controlled and maintained by a network utility operator and constructed to convey drinking water supplied by that corporation.



# PART C ATTACHMENTS

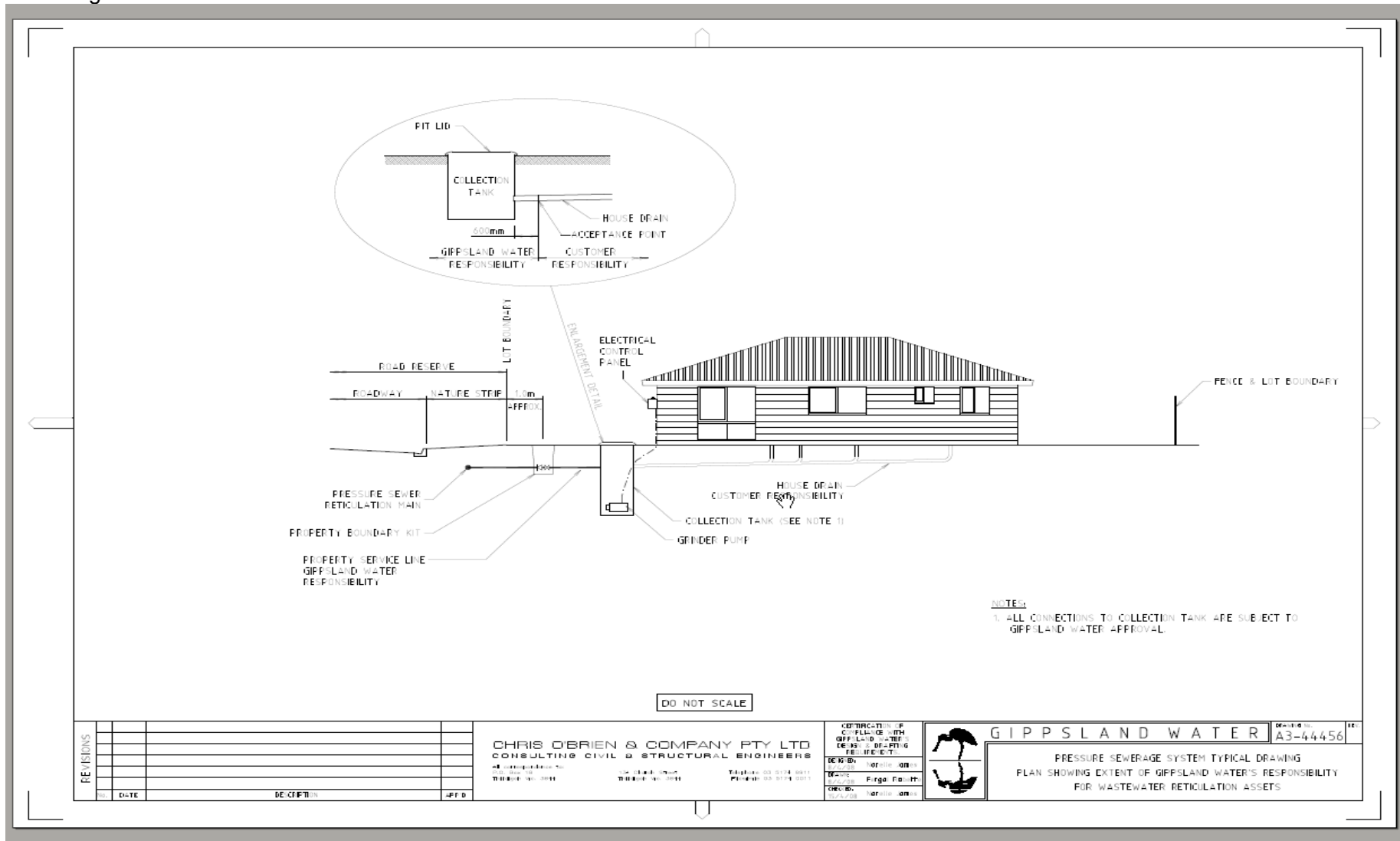
## APPENDIX 1 EXTENT OF GIPPSLAND WATER'S RESPONSIBILITY WITH RESPECT TO RETICULATION ASSETS.

Drawing No A3-16443/3.



# APPENDIX 2 PRESSURE SEWERAGE SYSTEM

Drawing No A3-44456



DO NOT SCALE

NO.	DATE	DESCRIPTION	APP'D.

**CHRIS O'BRIEN & COMPANY PTY LTD**  
CONSULTING CIVIL & STRUCTURAL ENGINEERS

11 GARDEN ROAD, SUITE 101, MELBOURNE VIC 3000  
11 GARDEN ROAD, SUITE 101, MELBOURNE VIC 3000  
11 GARDEN ROAD, SUITE 101, MELBOURNE VIC 3000

CONTRIBUTION OF  
GIPPSLAND WATER  
TO THE COST OF  
INSTALLATION OF  
PRESSURE SEWERAGE  
SYSTEMS  
FOR RESIDENTIAL  
PROPERTIES  
IN THE  
GIPPSLAND  
WATER  
SUPPLY  
AREA



**GIPPSLAND WATER** A3-44456

PRESSURE SEWERAGE SYSTEM TYPICAL DRAWING  
PLAN SHOWING EXTENT OF GIPPSLAND WATER'S RESPONSIBILITY  
FOR WASTEWATER RETICULATION ASSETS

### APPENDIX 3 CUSTOMER SERVICE STANDARDS

	Unit	2008/09	2009/10	2010/11	2011/12	2012/13
<b>Water</b>						
Unplanned water supply interruptions	per 100km	45	45	45	45	45
Average time taken to attend bursts and leaks <b>Priority 1</b>	minutes	40	40	40	40	40
Average time taken to attend bursts and leaks <b>Priority 2</b>	minutes	150	150	150	150	150
Average time taken to attend bursts and leaks <b>Priority 3</b>	minutes	2300	2300	2300	2300	2300
Unplanned water supply interruptions restored within [5] hours	per cent	97.80	97.80	97.80	97.80	97.80
Planned water supply interruptions restored within [5] hours	per cent	87	87	87	87	87
Average unplanned customer minutes off water supply	minutes	15.40	15.40	15.40	15.40	15.40
Average planned customer minutes off water supply	minutes	26.20	26.20	26.20	26.20	26.20
Average frequency of unplanned water supply interruptions	number per customer	0.1	0.1	0.1	0.1	0.1
Average frequency of planned water supply interruptions	number per customer	0.2	0.2	0.2	0.2	0.2
Average duration of unplanned water supply interruptions	minutes	110	110	110	110	110
Average duration of planned water supply interruptions	minutes	130.80	130.80	130.80	130.80	130.80
Number of customers experiencing more than [5] unplanned water supply interruptions in the year	number	0	0	0	0	0
Unaccounted for water	per cent	14.50	14.50	14.30	14.20	14.10
<b>Drinking Water Quality</b>						
Population receiving water meeting E.Coli standards	per cent	100	100	100	100	100
Population receiving water meeting Turbidity standards	per cent	100	100	100	100	100
Population receiving water meeting Disinfection by-products standards	per cent	100	100	100	100	100

<b>Sewerage</b>						
Sewerage blockages	per 100km	25	25	25	25	25
Average time to attend to sewer spills and blockages	minutes	35	35	35	35	35
Average time to rectify a sewer blockage	minutes	130	130	130	130	130
Spills contained within [5] hours	per cent	98	98	98	98	98
Number of customers receiving more than [3] sewer blockages in the year	number	0	0	0	0	0
EPA Discharge Quality licence compliance	per cent	100	100	100	100	100
<b>Customer service</b>						
Complaints to EWOV	per 1000 cust	0.7	0.7	0.7	0.7	0.7
Telephone calls answered within 30 seconds	per cent	80	80	80	80	80
<b>Additional service standards</b>						
Total CO2 equivalent emissions	tonne	73 860	73 860	73 860	73 860	73 860
Recycled water target	per cent	10	20	20	20	20
Biosolids reuse	per cent	100	100	100	100	100
Sewer backlog connections	number	0	17	16	15	5
CTWSS connections	Number	330	0	0	0	0

<b>Minimum flow rates</b>						
Diameter of the property service pipe		20mm	25mm	32mm	40mm	50mm
Minimum flow rates	Litres per minute	20	35	60	90	160