

# Customer Charter


Updated July 2025





## Table of contents

<b>Part A Introduction .....</b>	<b>2</b>
Who is Gippsland Water.....	2
Gippsland Water's employees and contractors.....	2
Contacting us .....	2
What Gippsland Water's Customer Charter is all about.....	2
The customer .....	3
The customer's property .....	3
When will it come into effect?.....	3
Exclusions .....	3
 <b>Part B Standards and condition of service and supply.....</b>	 <b>4</b>
1 Connection and service provision.....	4
2 Complaints .....	5
3 Charges .....	6
4 Accounts .....	8
5 Payments .....	14
5.1 Paying your account.....	14
5.2 When payment is due .....	14
5.3 Flexible payment plans .....	15
5.4 We can help if you are experiencing payment difficulties.....	15
5.5 Proactive customer engagement .....	16
5.6 Customer's chosen representative or support person .....	17
5.7 Customer Support Policy .....	17
5.8 Family Violence Assistance .....	18
5.9 Family Violence Policy .....	18
6 Collection .....	19
7 Actions for non payment of your account .....	22
8 Quality of services.....	25
9 Reliability of services .....	26
10 Disconnection for other reasons .....	30
11 Work and maintenance .....	31
12 Information, privacy and consultation .....	40
13 The Customer Charter .....	46



14 Service standards and compensation .....	46
15 Definitions .....	47
<b>Part C Attachment .....</b>	<b>52</b>
Appendix 1 Extent of Gippsland Water's responsibility with respect to reticulation assets.....	52
Appendix 2 Pressure sewerage system.....	53
Appendix 3 Customer service standards.....	54







## 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 050 500, 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 Water Industry Standards Urban Customer Service. 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 particularly apply 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* (Vic) and *Water Industry Act 1994* (Vic) and other 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 and/or 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 2023 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 industry standard requirements is not practical and Gippsland Water expressly identifies 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 the *Water Act 1989* (Vic) and the *Water Industry Act 1994* (Vic) 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 Water Industry Standard.

#### 1.2 Obligation to connect

Subject to the *Water Act 1989* (Vic) and the *Water Industry Act 1994* (Vic), where a person requests connection to a service that is available, Gippsland Water will connect or (if approval is all that is needed) approve connection to the person's property within 10 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 system**

- 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.

Gippsland Water will advise you of the standards and requirements necessary for entering a recycled water agreement or obtaining its consent.

#### 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 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 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.

Gippsland Water will comply with the requirements in the Water Industry Standard – Trade Waste Customer Service in relation to the provision of information to trade waste customers.

### **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 to extinguish 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 050 500, 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 five business days of receiving the complaint. The reply will either:

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

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

Gippsland Water must use reasonable endeavours to resolve in good faith any dispute directly with our customers and others affected by our operations.



## 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.

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 business days have passed during which time the customer has not:
  - Sought further review, or
  - 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 the *Water Act 1989* (Vic) and the *Water Industry Act 1994* (Vic) 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 firefighting 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 and/or 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; and
- 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 209 kilolitres of water per annum is charged.

### **3.7 Wastewater volumetric charge**

A wastewater volumetric charge applies to non residential properties where water usage at the property exceeds 100 kilolitres in any four month period. The volumetric 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 the *Water Act 1989* (Vic)

and the *Water Industry Act 1994* (Vic), 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 publicise any variation in charges for services before they take effect and notify customers directly in or with the first bill after the decision to vary the charges has been made. Gippsland Water will use the methods it considers most effective to publicise any variation which may include, but are not limited to:

- prominent website updates;
- social media;
- radio interviews; and
- SMS.

We're removing the requirement for us to issue bills two days after reading the meter.

Between reading your meter and generating your bill, we complete quality assurance checks, review your water consumption and issue potential leak notices. Allowing more than two business days helps us complete these important reviews thoroughly.

This change won't affect the amount of time you have to pay your bill.

## 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 two business 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 by the customer 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 Customer self-reads

Where a scheduled meter read cannot be obtained, Gippsland Water will notify customers in writing:

- that a self-read is an option if the customer has received a bill based on an estimated read;
- that the customer may request an adjusted bill if the customer has received a bill based on an estimated read;
- of any changes to the customer's payment obligations if the customer requests an adjusted bill; and

- Gippsland Water's approved methods of the customer self-read.

Gippsland Water will accept a customer self-read after the customer has received a bill based on an estimated read. Customers can provide self-reads by:

- Phone: 1800 050 500
- Email: [contactus@gippswater.com.au](mailto:contactus@gippswater.com.au)
- Mail: Return of reply paid customer Self-Read card.

Gippsland Water will not charge a customer for providing a self-read.

Where a customer requests an adjusted bill, Gippsland Water will at no extra charge, provide the customer with an adjusted bill based on the customer self-read.

#### **4.3 Special meter readings**

Gippsland Water may charge a customer an additional fee for a special meter reading outside of the normal billing cycle.

Gippsland Water will not charge a fee to a customer for a special meter reading:

- if that is a self-read under clause 4.2;
- if the property has a digital meter; or
- if the customer is receiving assistance under our customer support program.

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

Gippsland Water may calculate the outstanding charges by:

- accepting a self-read under clause 4.2
- arranging for a special meter reading at a reasonable charge payable by the customer; or
- where permitted by the *Water Act 1989* (Vic) and the Water Industry Standard – Urban Customer Service providing an estimated bill at no cost to the customer.

#### **4.4 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 the bill to the physical address of the property where the charges have been incurred, or to the customer's last known physical or electronic address.

#### **4.5 eBill**

Gippsland Water may issue customer accounts via eBills.

eBills contain the following:

- a clear and accessible link to the full bill;



- the amount payable and the due date;
- the methods by which the bill can be paid;
- the customer's water usage for the current billing period;
- information about assistance that is available if a customer is experiencing difficulties paying and how to access this assistance; and information about Gippsland Water's customer support policy.

Gippsland Water may include any additional information on the eBill that we consider necessary.

#### **4.6 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 in connection with the provisions of the services provided - including meter reading dates (if applicable).
- The customer's water usage.
- An estimated water usage charge (if applicable).
- If the reading is an estimation, a clear statement that the reading is an estimation;
- 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.
- An explanation of the charges.
- 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.
- Gippsland Water will present a graphical illustration of the customer's water usage on the bill, including:
  - current water usage;
  - the customer's water usage for each billing period over the past 12 months;
  - a comparison of the customer's usage with the customer's usage for the same period of the previous year.

#### **4.7 Enquiries**

Gippsland Water will provide the following information to customers through an enquiry facility:

- account information;
- bill payment options;
- concession entitlements;
- programs available to customers who are having payment difficulties, including the Gippsland Water's customer support policy;
- information about Gippsland Water's complaint handling procedures; and
- information about EWOV.

#### **4.8 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.

#### **4.9 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.

#### **4.10 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.

#### **4.11 Overcharging or undercharging**

Where you have been overcharged as a result of an error by Gippsland Water, we will inform you within 10 (ten) business days of becoming aware of the error and refund or credit the amount overcharged in accordance with the customer's instructions.

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

Gippsland Water may recover from a customer an amount undercharged if:

- i. except in the case of illegal use, the amount is limited to the amount undercharged in the four months prior to Gippsland Water notifying the customer that undercharging has occurred;
- ii. the amount to be recovered is listed as a separate item and is explained on or with the customer's bill; and
- iii. it allows the customer to pay the amount to be recovered in instalments over four months or through a flexible payment plan.

Gippsland Water will not charge interest on undercharged amounts.

Gippsland Water may estimate the usage a customer hasn't paid as a result of a customer's illegal use of water or recycled water in accordance with the *Water Act 1989* (Vic). Gippsland Water may also exercise other rights available in respect to this amount.

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 in accordance with the *Water Act 1989* (Vic) and the *Water Industry*



Act 1994 (Vic), 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.

#### 4.12 Giving notice when vacating

When vacating a property, the customer, under the *Industry Act 1994* (Vic), is obliged to pay charges for water usage unless Gippsland Water is given at least 48 hours notice of the vacating of the property.

A customer who fails to notify Gippsland Water of the vacating of the property will remain liable for any further water usage incurred up to the end of the billing period, which is the end of the month following the vacating of the property.

Over-the-counter-payments will no longer be available at our Traralgon office – the current Charter says that they are accepted. We've also updated the phone number to call to pay over the phone as the number listed in the Charter is no longer current.

Reason for change: Outdated information. We haven't taken over-the-counter payments since COVID-19 restrictions were in place in 2020. Customers can pay in person at Australia Post and can still come into our Traralgon office to ask questions or get help with their bill.

## 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 131846 1800 050 500 (Option 1).
- 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 two business days after Gippsland Water has raised charges in accordance with clause 4.2.

### 5.3 Flexible payment plans

Gippsland Water makes flexible payment plans available in accordance with the customer's capacity to pay. A flexible 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; and
- Be able to be modified, at the request of a customer, to accommodate change in their circumstances, in accordance with Gippsland Water's customer support policy.

On establishing a flexible payment plan or a revised plan, Gippsland Water will give the customer a schedule of payments in writing, showing:


- the total number of payments to be made;
- the period over which the payments are to be made;
- the date by which each payment must be made; and
- the amount of each payment.

Gippsland Water will offer customers a flexible payment plan provided that the customer has not defaulted on two payment plans during the last 12 (twelve) months. Where 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.

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

Gippsland Water has a range of 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:

- flexible payment plans;
- no additional debt recovery costs, including no interest on overdue amounts while payments are made according to a flexible payment plan;
- the option to extend the due date for some or all of an amount owed;
- redirection of a bill to another person for payment if the person agrees in writing;
- more frequent billing or payment options;
- information on how to reduce water usage, improve water efficiency and referral to relevant government water efficiency programs;
- where appropriate and available, referral of customers to:
  - government funded assistance programs (including the Utility Relief Grant Scheme); and/or
  - an independent financial counsellor at no cost to the customer;
- application assistance for a customer that may be eligible for a Utility Relief Grant, including by:
  - i. completing the online application form over the phone and lodging the



form online on behalf of the residential customer, unless the customer requests otherwise; or

- ii. if Gippsland Water is unable to complete and lodge a Utility Relief Grant application form over the phone, Gippsland Water will complete the application form to the extent possible and sending to the residential customer with instructions on how to complete the remainder of the form and lodge that form.

If a residential customer is experiencing payment difficulties, Gippsland may:

- waive late fees or any other fees;
- waive any interest accrued;
- suspend the accrual of interest;
- suspend collection of arrears to allow for a usage only payment plan for a period negotiated with the customer;
- a payment matching arrangement; and/or
- waive debt.

If a small business is experiencing payment difficulties, Gippsland Water may:

- waive late fees or any other fees;
- waive interest accrued;
- suspend the accrual of interest;
- inform customers of any circumstances in which it will waive or suspend interest payments on outstanding accounts; and/or
- waive debt.

### **5.5 Proactive customer engagement**

Gippsland Water has policies and procedures to identify, contact and engage with residential customers who are experiencing payment difficulties, or need information or assistance.

The information provided may include:

- interruptions and assistance that is available during interruptions;
- customer obligations (12.8);
- concession entitlements (4.8);
- sustainable use of water (12.5); and
- accessibility requirements for communication (12.7).

The assistance provided may include, but need not be limited to, the following:

- payment difficulties assistance (5.4);
- customer support program (5.7);
- family violence assistance (5.8);

- billing history (12.1);

### **5.6 Customer's chosen representative or support person**

Gippsland Water has policies and procedures in place to communicate with a customer's chosen support person or other representative.

Customers will be notified of their right to choose a representative or support person where appropriate.

### **5.7 Customer Support Policy**

Gippsland Water's Customer Support Policy applies to residential customers and small business customers who are experiencing payment difficulties.


Gippsland Water will:

- publish its customer support policy on its website and make it available to a customer upon request; and
- keep a copy of its customer support policy at its offices for inspection upon request
- provide its customer support policy in a different language upon a reasonable request to do so; and
- assess each customer on a case-by-case basis.

Gippsland Water's customer support policy includes:

- policies and procedures for:
  - early identification of a customer's payment difficulty; and
  - determining the internal responsibilities for the management, development, communication and monitoring of the customer support policy;
- provide for staff training about Gippsland Water's policies and procedures:
  - staff training must be designed to ensure customers experiencing payment difficulty are treated with sensitivity and respect by Gippsland Water staff;
- state when it will exempt customers experiencing payment difficulties from supply restriction, legal action, and additional debt recovery costs, including:
  - by waiving any interest accrued prior to the customer being identified as experiencing payment difficulties; and
  - exempting the debt from the accrual of interest on overdue amounts whilst a customer is receiving assistance under this policy;
- state any circumstances in which it will waive or suspend interest payments on outstanding amounts;
- state any circumstances in which it will suspend the sale of debt;
- offer a range of payment options in accordance with clause 5.1;
- offer information and assistance in accordance with clause 5.4;
- offer information 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; and

- detail the circumstances in which the policy will cease to apply to customers
- provide for a review mechanism of the policy and its associated procedures.

A copy of Gippsland Water's Customer Support Policy can be obtained by telephoning 1800 050 500, 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)

### **5.8 Family Violence Assistance**

Gippsland Water will:

- provide all relevant staff with appropriate and ongoing training to:
  - i. identify customers affected by family violence;
  - ii. deal appropriately with customers affected by family violence; and
  - iii. apply Gippsland Water's family violence policy and related policies and procedures to customers affected by family violence;
- support staff affected by family violence, including by providing access to appropriate training, leave, external referrals and counselling;
- promote customer safety by securely handling information about those that are affected by family violence, including in a manner that maintains confidentiality;
- specify and implement an approach to debt management and recovery where a customer is affected by family violence, including but not limited to:
  - i. the recovery of debt from customers with joint accounts; and
  - ii. the circumstances in which debt will be suspended or waived;
- recognise family violence as a potential cause of payment difficulties and as an eligibility criterion for access to Gippsland Water's customer support policy under clause 5.7 and address what payment support will apply to customers affected by family violence;
- provide for a process that avoids customers having to repeat disclosure of their family violence, and provides for continuity of service; and
- provide a means for referring customers who may be affected by family violence to specialist family violence services.
- publish and maintain on our website information about the assistance and referrals available to customers affected by family violence and how customers may access such assistance.

### **5.9 Family Violence Policy**

Gippsland Water has and maintains a family violence policy that helps us to assist customers experiencing family violence.

Gippsland Water will:

- publish its family violence policy on our website and will make it available to a customer upon request;
- keep a copy of its family violence policy at its offices for inspection upon request;
- provide its family violence policy in a different language upon a reasonable request to do so; and
- assess each customer on a case-by-case basis

Gippsland Water periodically reviews the family violence policy and its associated procedure.

A copy of Gippsland Water's Family violence policy can be obtained by telephoning 1800 050 500, 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) or upon request at our office.

## 6 Collection

### 6.1 Appropriate communication

All communication relating to collection will be delivered in language and style that is sensitive and appropriate, with a focus on the support available and encouraging customers to contact Gippsland Water.

### 6.2 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** no earlier than two business days after the due date.

Gippsland Water may commence the process set out at clause 6.3 if no response is received by the customer within seven business days of the reminder notice being sent.

A Reminder Notice will include:

- 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;
- Information about payment difficulty assistance available;
- A warning of the further action that Gippsland Water may take, including (if relevant) referral of any outstanding amount to an external debt collection



company for collection;

- The date from which interest will be applied; and
- Details of how to contact Gippsland Water.

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

If the reminder notice remains unpaid, Gippsland Water will send a customer a **Final Notice** within 15 business days of the issue date of a reminder notice.

The Final Notice will include:

- 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 must 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 due date;
- A statement that, legal action or restriction may be taken, and the customer may incur additional costs in relation to those actions;
- Clear and unambiguous advice about what the customer needs to do to avoid legal action or being restricted from their water supply;
- Information about any assistance that is available to the customer, including information about EWOV (including EWOV's telephone number), concessions, government assistance programs and Gippsland Water'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;
- A statement that Gippsland Water might be able to recover outstanding amounts at the time of any sale of the customer's property (if the customer is also the property owner);
- Details of how to contact Gippsland Water; and
- Information about the applicable fees to remove a restrictor.

### **6.4 Communication Requirements**

Gippsland Water will use reasonable endeavours to contact a customer and to offer payment assistance before seeking to restrict water supply or take legal action to collect the debt.

The reasonable endeavours will take place within 90 calendar days of the due date of the bill that has led to seeking restriction or taking legal action.

Gippsland Water will:

- make one attempt of personal contact using one of the following methods:

- phone call inside business hours;
- phone call outside business hours; or
- site visit to the service address; and
- make at least three additional attempts to contact the customer, unless any attempt results in a complete conversation, using two or more additional methods, including:
  - phone call inside business hours;
  - phone call outside business hours;
  - site visit to the service address;
  - regular mail;
  - registered mail;
  - email;
  - SMS; and
- send a final notice.

Gippsland Water will try to contact customers at least once after the final notice is sent.

Gippsland Water will keep records of:

- the time and date of attempted contacts;
- the type of contact attempted;
- which customer service staff attempted contacts; and
- whether attempted contacts were successful. If so, records will include a short summary of discussions including verification that information on payment assistance was provided and the nature of commitments given by either party.

### **6.5 Interest and other charges**

Gippsland Water may charge interest in accordance with the *Water Act 1989* (Vic), the *Water Industry Act 1994* (Vic) and the Water Industry Standard, except in cases where its Customer Support Policy provides otherwise.

Before Gippsland Water charges interest on an unpaid amount it will give customers at least 10 business days' notice of the due date of payment (Due Date).


This notice will indicate that interest will accrue from the Due Date if any part of the amount payable is not paid by the Due Date.

Gippsland Water will not charge a residential customer interest on unrecovered amounts while that customer:

- is the holder of an eligible concession card;
- is on a payment plan; or
- is receiving assistance under Gippsland Water's customer support policy.

If any of these exemptions no longer apply to a residential customer, Gippsland Water





may charge interest on unrecovered amounts. This interest will not be applied retrospectively.

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

For the purposes of section 281(1) of the *Water Act 1989* (Vic) and section 4F(2)(f) of the *Water Industry Act 1994* (Vic) the maximum rate of interest that may be charged on unrecovered amounts is an annual rate set by the Commission each May based on the 10 year Australian Commonwealth Government Bond Rate plus a margin to be determined by the Commission.

The interest starts accruing on the day the amount is due and ends on the date all unrecovered amounts of the charge are paid in full, both days inclusive.

#### **6.7 Charges over property**

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

- if a customer owns a property and receives services from Gippsland Water to that property, an amount unpaid to Gippsland Water is a charge on the property; and
- subject to *Water Act 1989* (Vic) and the *Water Industry Act 1994* (Vic), where a customer is liable to pay Gippsland Water an amount in relation to a property owned by the customer, that amount is a charge on that property.

#### **6.8 Dishonoured payment**

Gippsland Water may recover costs it incurs from a customer due to:

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

Gippsland Water will not charge a residential customer the costs incurred in relation to the dishonoured payment if that customer:

- is the holder of an eligible concession card; or
- is receiving assistance under Gippsland Water's customer support policy.

### **7 Actions for non payment of your account**

#### **7.1 Restriction and legal action to be measures of last resort**

Gippsland Water will only restrict a customer's water supply for non-payment or take legal action for non-payment as a last resort.

#### **7.2 Restriction and legal action**

Gippsland Water will only take legal action or restrict a customer's water or recycled water services for non-payment after:

- Notifying the customer as outlined in section 6.3;
- Notifying the customer of the proposed restriction or legal action in accordance with clauses 6.1 and 6.2 and the associated costs, including the cost of removing a restrictor; and
- the customer has:

- been offered a flexible payment plan under clause 5.3 and the customer has refused or has failed to respond; or
- agreed to a flexible payment plan and has failed to comply with the arrangement.

### **7.3 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:

- 15 business days have not elapsed since Gippsland Water sent its most recent Final Notice to which the debt relates;
- the customer is receiving any form of assistance for payment difficulties under this industry standard;
- the amount owed by the customer is less than \$300;
- the customer is eligible for and has lodged an application for an eligible concession card and the application is outstanding;
- the customer has made an application under the Utility Relief Grant Scheme and the application is outstanding;
- the customer is a tenant and:
  - the amount unpaid is owed by the landlord; or
  - the tenant has a claim against the landlord in respect of a water bill pending at the Victorian Civil and Administrative Tribunal; or
- the amount in dispute is subject to an unresolved complaint procedure in accordance with Gippsland Water's complaints policy.

This clause does not restrict Gippsland Water's rights under *Water Act 1989* (Vic) and the *Water Industry Act 1994* (Vic) to pursue a debt owed to it by a person who is no longer a customer.

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) or the CFA has rated the fire danger in the area in which the property is located as "Severe", "Extreme" or "Code Red".
- 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 or has reason to believe that the restriction will cause a health hazard having taken into consideration any customer concerns.
- Gippsland Water knows that the customer, or a person who ordinarily resides at the customer's residence, is on any form of life support.
- The customer is registered as special needs customer under clause 9.7.

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

#### 7.4 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.

#### 7.5 Guaranteed service levels (GSLs)

Gippsland Water is committed to providing high levels of customer service to its customers. In the event that it does not meet guaranteed service levels detailed below it will pay a financial rebate.

Gippsland Water is not required to make a payment where the failure to attain the service level obligation arises because of the action or inaction of the customer or a third party. A third party does not include any person or firm acting on Gippsland Water's behalf.

GSL rebates will only be provided to customers who are the occupiers of the serviced property, and will not be given if an event is caused by, or is the responsibility of the customer, or a third party.

Any payment (or rebate) available to customers under the guaranteed service level scheme must be:

- applied automatically in the event that customer entitlement to the rebate arises; and
- applied as soon as practicable after a customer entitlement to the rebate arises.

#### Restriction and Legal Action

If we restrict the water supply of, or take legal action against a residential customer prior to taking reasonable endeavours to contact the customer and provide information about help that is available if the customer is experiencing difficulties paying, we will pay compensation of \$300 per day off their bill to a maximum of \$900 until their service is restored.

#### Sewer spills within a house

Gippsland Water will contain a sewer spill within its system, not contained within one of its customers' property.

If Gippsland Water does not meet this service level, it will pay a financial rebate to the customer's account.

The GSL does not apply:

- If a sewerage spill is caused by a failure in the customers internal pipe work or customer's property connection branch **before Gippsland Waters acceptance point or;**
- as a result of actions of the occupier or third parties
- due to non-standard internal plumbing, or
- due to failure of the overflow relief gully
- **if a spill is caused by ingress of tree roots from tree/s on the customers property.**

Adding that if a sewer spill happens in someone's house because tree roots on your property have damaged the sewer main, the guaranteed service level doesn't apply.

Reason for change: We're making it clear when this guaranteed service level does not apply.

## Planned water supply and quality interruptions

If a customer is affected by a planned interruption, we will provide a five days notification, we will credit that customer.

If we are required to issue a 'boil water' alert to the community.

If a planned interruption goes longer than agreed, the customer will be compensated by a \$50 credit to their next water bill.

Making it clear that we will meet all regulatory requirements for supplying drinking water to customers (to future-proof the charter) – the current Charter only refers to the *Safe Drinking Water Act*.

Reason for change: This change means the Charter will continue to be up to date if changes are made to the regulatory requirements of the *Safe Drinking Water Act*. The change is in line with the Water Industry Standards.

## 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~~ applicable health and environmental regulation requirements.

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:

<i>Diameter or the property service pipe (millimetres)</i>	20	25	32	40	50
<i>Minimum flow rate (litres per minute)</i>	20	35	60	90	160

*A minimum pressure of 14 metres head at the meter at peak hour*

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:

- a property owner's infrastructure falls short of the required condition (refer clause 11);
- a service is provided via a private extension;
- there is a drought, an emergency or water restrictions are in place;
- 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 a Gippsland Water's permitted use rules;
- supply is restricted or disconnected in accordance with the Water Industry Standard – Urban Customer Service or this Charter; or
- the *Water Act 1989* (Vic) and the *Water Industry Act 1994* (Vic) 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.

Gippsland Water will advise the customer prior to the test that a reasonable charge may be imposed if the test demonstrates compliance.

### 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 five unplanned interruptions to a customer's water supply each year.
- Gippsland Water will ensure that there are no more than 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:

- Attend within 35 minutes where the burst or leak is considered **Priority 1**.

We've moved the information about Priority 1, 2 and 3 unplanned interruptions to water and wastewater services from Clause 11.1.3 to Clause 9.3.

Reason for change: Section 9 of the Charter is all about unplanned interruptions and a more relevant location for this information than the work and maintenance section it was in previously. This change makes it easier for customers to find and follow this information.

- Attend within 90 minutes where the interruption is a Priority 1 or 2
- Attend within 1500 minutes where the interruption is a Priority 3 (Gippsland Water has adopted the ESC priority 3 definition)

**Priority 1** – Burst or leak which causes or could cause, substantial damage or harm to customer, water quality, flow, property or environment.

**Priority 2** – Burst or Leak which causes or could cause, damage or harm to customer, water quality, flow, property, or environment.

**Priority 3** – Burst or Leak which causes or could cause, no discernible damage or harm to Customer, Water Quality, Flow, Property, or Environment.

- Restore a customer's water service within an average time of 90 minutes.
- ~~Ensure customers have access to emergency supplies of water if required or requested.~~

- Average time to attend an interruption to service will be 40 minutes
- Restore a customer's wastewater service within 90 minutes
- Ensure that, in the event of an interruption, the inconvenience to customers is minimised
- Ensure that a wastewater interruption is disinfected to the standard required by the local Council
- Make every reasonable effort to minimise the inconvenience to properties due to an operational interruption to the system.

We've removed the reference to access emergency supplies of water if required or requested.

Reason for change: There are complexities in providing water during emergency situations.

When an unplanned interruption occurs, we'll take the most appropriate course of action, in line with the situation and our policies, practices and procedures. Things we may consider include the safety of our staff and community and logistics when determining if, when and how water can be provided.

This change is in line with the Water Industry Standards.

Gippsland Water has policies, practices and procedures in relation to providing customers with access to emergency supplies of drinking water in the event of an unplanned interruption to water services. Factors we may consider include the safety of our staff and community and logistics when determining if, when and how water can be provided.

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.

Gippsland Water will ensure that there are no more than three sewer blockages each year.

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 by their preferred method of communication and, if possible, by SMS, of the time and duration of any planned interruption to a service at least 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 may be affected by planned and unplanned outages which are 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 disconnect a customer's property from its water or sewerage main or the environment, or the request is

The property owner remains liable for the services are available for connection.

Making it clearer that there are two different plans where we may restrict water use - one for drought management and one for emergency management.

Reason for change: We have a separate plan for drought management and a separate plan for emergency management. This change separates the two in the Charter.

## 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.

In the case of an emergency the use of water may be restricted in accordance with Gippsland Water's Emergency Management Plan.

# 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 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 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 two metres of the property boundary fronting the water main.
- The property service pipe installation is compliant with the water corporations and relevant plumbing code standards

Note: Where the meter assembly is located beyond two metres of the property boundary, Gippsland Water is responsible for the property service pipe up to the property boundary.

Making it clear that we'll maintain all property service pipes that we're responsible for - not just galvanised iron ones.

~~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

Maintenance response to leaks and ball valves will be repaired in accordance with Appendix 3).

~~Priority 1—Burst or leak which causes or could cause harm to customer, water quality, flow, property, or environment.~~

~~Priority 2—Burst or Leak which causes or could cause, damage or harm to customer, water quality, flow, property, or environment.~~

~~Priority 3—Burst or Leak which causes or could cause, no discernible damage or harm to Customer, Water Quality, Flow, Property, or Environment.~~

We've moved the information about Priority 1, 2 and 3 unplanned interruptions to water and wastewater services from Clause 11.1.3 to Clause 9.3.

Reason for change: Section 9 of the Charter is all about unplanned interruptions with reference to the priority and a more relevant location for this information than the work and maintenance section it was in previously. This change makes it easier for customers to find and follow this information.

#### 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 necessary;
- fill in the ground (level and uniform);
- ensure that the street, **driveway or footpath** is repaired to the requirements of the local council; and
- remove any rubbish caused by Gippsland Water;

Adding that after completing work, we'll repair any affected driveway or footpath – the current Charter only mentions the street.

Reason for change: We'll always repair all areas of the street, driveway and footpath after we complete work.

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 **left in a safe condition that does not constitute a hazard. properly fenced and where appropriate, lit so they do not constitute a hazard.**

This will be done and/or any other

Making it clear that we'll always leave areas where we've completed work in a safe condition - whatever that requires. The current Charter only mentions fencing and lighting.

### 11.4 Contributions

The Essential Services Commission (ESC) has determined that the water sector on the south coast of Victoria should have charges to be levied on property owners to be made by a property owner will be made in accordance with the ESC's pricing determination.

Reason for change: We ensure that every worksite we leave is in a safe condition with no hazards – this could include more than just fencing and lighting.

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 or responsibility for internal common drains. Responsibility for drains from household fixtures servicing the property up to the connection point to the wastewater main is the responsibility of the Body Corporate or the property owners, where no Body Corporate exists.

Adding that we're responsible for the pressure sewer control panel. This change is only relevant to customers who have a pressure sewer system.

Reason for change: This aligns the Charter with the [pressure sewer owner's manual](#).

#### Pressure sewerage systems

If your property is serviced by a pressure sewerage system, Gippsland Water owns and is responsible for maintaining the pump unit and **red control panel** 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 a 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.

Adding that if customers put fats, oils, greases, wipes and cotton buds (and other items in the owner's manual that can't go down the sewer) down a pressure sewer system, we'll pass on the cost of repairs. This change is only relevant to customers who have a pressure sewer system.

Reason for change: This aligns the Charter with the [pressure sewer owner's manual](#).

- The property owner must not attempt to damage Gippsland Water assets.
- The property owner will report all failures and faults to the system or the Gippsland Water assets to Gippsland Water and will provide 24-hour access in accordance with the Home Owner's Manual. **This includes but is not limited to the deposit of fat, oils, greases, wipes and cotton buds.**

Please contact Gippsland Water's Service Centre on 1800 050 500 if you require a copy of the Home Owner's Manual.

### 11.8 Notice to repair

The property owner may be required to undertake maintenance work under the *Water Act 1989* (Vic) and the *Water Industry Act 1994* (Vic).

Under circumstances specified in the *Water Act 1989* (Vic) and the *Water Industry Act 1994* (Vic), 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.

11.81 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 seven days notice in writing. If the property owner believes that the decision of Gippsland Water is unreasonable he or she may, within that 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.

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

11.10.1 Under the *Water Act 1989*, customers must not allow any building work to be undertaken on their property by Gippsland Water, undertake any building work that:

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

Making it clear that sometimes easements won't be on your property's title plan.

Reason for change: This update explains that sometimes easements won't be on your property's title plan. Customers should always contact us before constructing extensions, garages, sheds and other structures to know the location of services.

**Dealing with easements can be complicated and at times details won't appear on the properties title plan.** 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.

A Gippsland Water representative entering a property except for the purpose of reading an accessible meter, must either:

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

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

#### **Residential Properties**

If a Gippsland Water representative enters a residential property, except for the purpose of reading a meter or in an emergency, they must:

- Obtain consent from the occupant to enter the property.

#### **Non Residential Properties**

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

- Obtain consent from the occupant to enter the property.

#### **Residential and Non Residential**

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

- Inspect, test or replace the meter.
- Carry out any planned works.
- Inspect new or existing drainage or plumbing connections.
- Alter existing connections.
- Restrict/reconnect the water supply.
- Inspect works or perform any test to find out whether the water law is being complied with.

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

- The occupier consents.
- An emergency exists.
- The entry is by an officer of Gippsland Water holding a valid search warrant.

In the case of trade waste inspections for commercial and industrial properties (that are not used primarily for residential purposes), 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 customers, whose properties have a meter which measures volumetric use for billing purposes, 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 business 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 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 4.11.

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 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

Upon request by a customer, Gippsland Water will provide the customer's account and usage history for the preceding three years within 10 business days, or other period by agreement.

Gippsland Water may refuse to provide a customer with their account and usage history where the provision of such information is contrary to the information handling procedures set out in Gippsland Water's family violence policy and the refusal is not in breach of law.

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.

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 three years in accordance with the relevant Public Record Office Standard General Disposal Schedule for the records of water corporations. In no other circumstances will a charge be imposed.

## **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**


### **12.5.1 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.

### **12.5.2 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 Health on 1300 761874, or <http://www.health.vic.gov.au/water/alternative/rainwater>.
- 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 (See Section 12.6).

## 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, although aspects such as residual salts, nutrients, soap and detergents and bacterial contamination need to be considered, particular if the water is applied to native plants, and vegetables for human consumption.

Wastewater directly applied from the kitchen is most often unsuitable because fat and food scraps can block greywater reticulation (pipe) systems.

Gippsland Water strongly suggests that customers contact the EPA and the Environmental Health Unit at their local council prior to installing a greywater treatment system. Further details of requirements for the installation of a greywater treatment system are available at <http://www.epa.vic.gov.au/your-environment/water/onsite-wastewater>.

## 12.7 Communication assistance

Gippsland Water will use reasonable endeavours to:

- determine a customer's preferred method of communication and use it.
- meet the discrete communications needs of its customers as required on a case-by-case basis.

Any written communication by Gippsland Water to a customer will be:

- expressed in plain language;
- legible; and
- presented clearly and appropriately having regard to its nature.

Gippsland Water will provide access to an interpreter service and a TTY 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 the *Water Act 1989* (Vic) and the *Water Industry Act 1994* (Vic).
- To maintain combined sanitary drains in accordance with *Water Act 1989* (Vic) and the *Water Industry Act 1994* (Vic) or any independent agreement with other landowners.


### **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 and Data Protection Act 2014*, or for a purpose authorised by our customers.

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 050 500, 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 Gippsland Water's approved service standards.

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

Gippsland Water has established a Customer Consultative 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 *Safe Drinking Water Act 2003* and the Safe Drinking Water Regulations 2005.









## 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 upon request, its customer charter in languages other than English to the extent required under the guidelines issued by the Victorian Multicultural Commission.

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

Gippsland Water's charter and summary charter will be in a form that is easy to understand for all customers and in line with the requirements outlined in clause 12.7.

### 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 that is not:

- (a) a Saturday or Sunday; or
- (b) a public holiday appointed under the *Public Holidays Act 1993* (Vic)

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

**Complaint** means a written or verbal expression of dissatisfaction about an action, proposed action or failure to act by a water business, its employees or contractors, requiring a resolution (as per AS/NZS 10002:2022). (See also below the definition for enquiry).

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

**Digital format** means a digital communication method that is provided by Gippsland Water for the purpose of sending bills and other service related communications with the agreement of the customer.


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

**Drinking Water** has the same meaning as in the *Safe Drinking Water Act 2003*.

**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, 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.

**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.

**Flexible payment plan** means a plan agreed between a water business and a customer in relation to amounts owing to the water business, which complies with the requirements of clause 5.3.

**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 firefighting 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 supply due to any cause, but does not include those caused by bursts or leaks in the property service connection (mains to meter) unless the burst or leak requires the mains to be shut down for repair. 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** an interruption that Gippsland Water has provided the required notification to the customer of at least two business days in advance.

**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.



**Restriction** means Gippsland Water's installation of a device to limit the flow of water from the meter to a customer's property due to non-payment.

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

**Sanitary drain** means a line of pipes including all fittings, conveying or intended to convey sewage or trade waste from a building or structure on a serviced property to the sewer main of Gippsland Water.

**Self-read** means a reliable method of water meter reading selected and undertaken by a customer for their property that is approved by Gippsland Water.

**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.

**Small business customer** means a non-employing business (including sole proprietorships and partnerships without employees) or a business employing fewer than 20 people which has an active Australian Business Number.

**Statement of Obligations** means obligations for a water business issued by the Minister for Water under section 41 of the *Water Industry Act 1994* (Vic), in relation to the performance of water business's functions and the exercise of its powers.

**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 where the customer has not received notification or where a planned interruption exceeds the duration estimated.

**Usage only payment plan** means a payment plan where the customer only pays for usage charges over a period agreed by both Gippsland Water and the customer and that suspends or waives the other charges during and/or before that period.

**Utility Relief Grant Scheme** means the grant by that name administered by the Department of Families, Fairness and Housing (or any successor).

**Water Industry Standard – Trade Waste Customer Service** refers to the Commission's Water Industry Standard – Trade Waste Customer Service which places additional obligations on water businesses and Melbourne Water specific to the management of trade waste services.

**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.

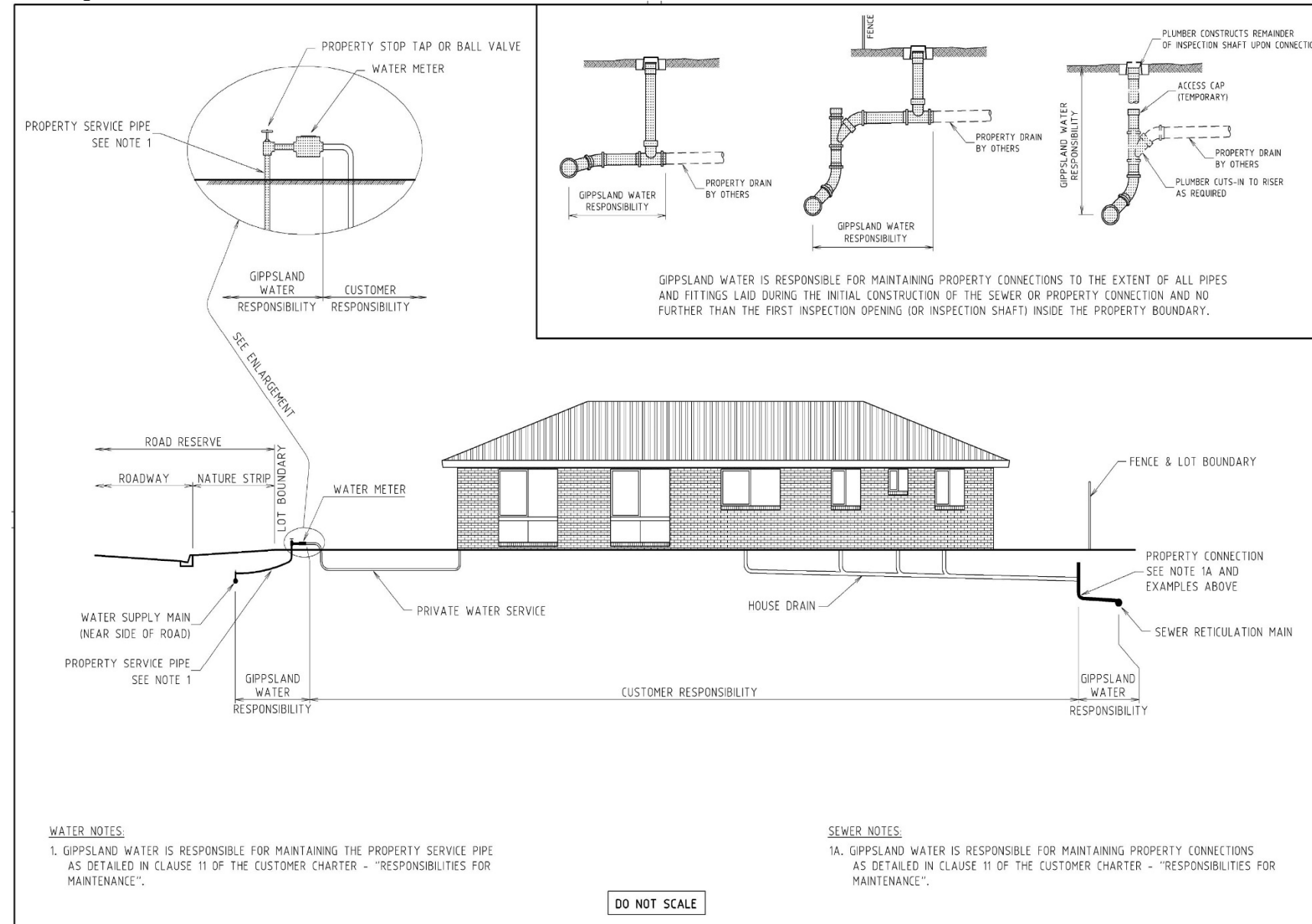
**Water service pipe** is the pipe of any water service.

**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 Attachment

### Appendix 1 Extent of Gippsland Water's responsibility with respect to reticulation assets

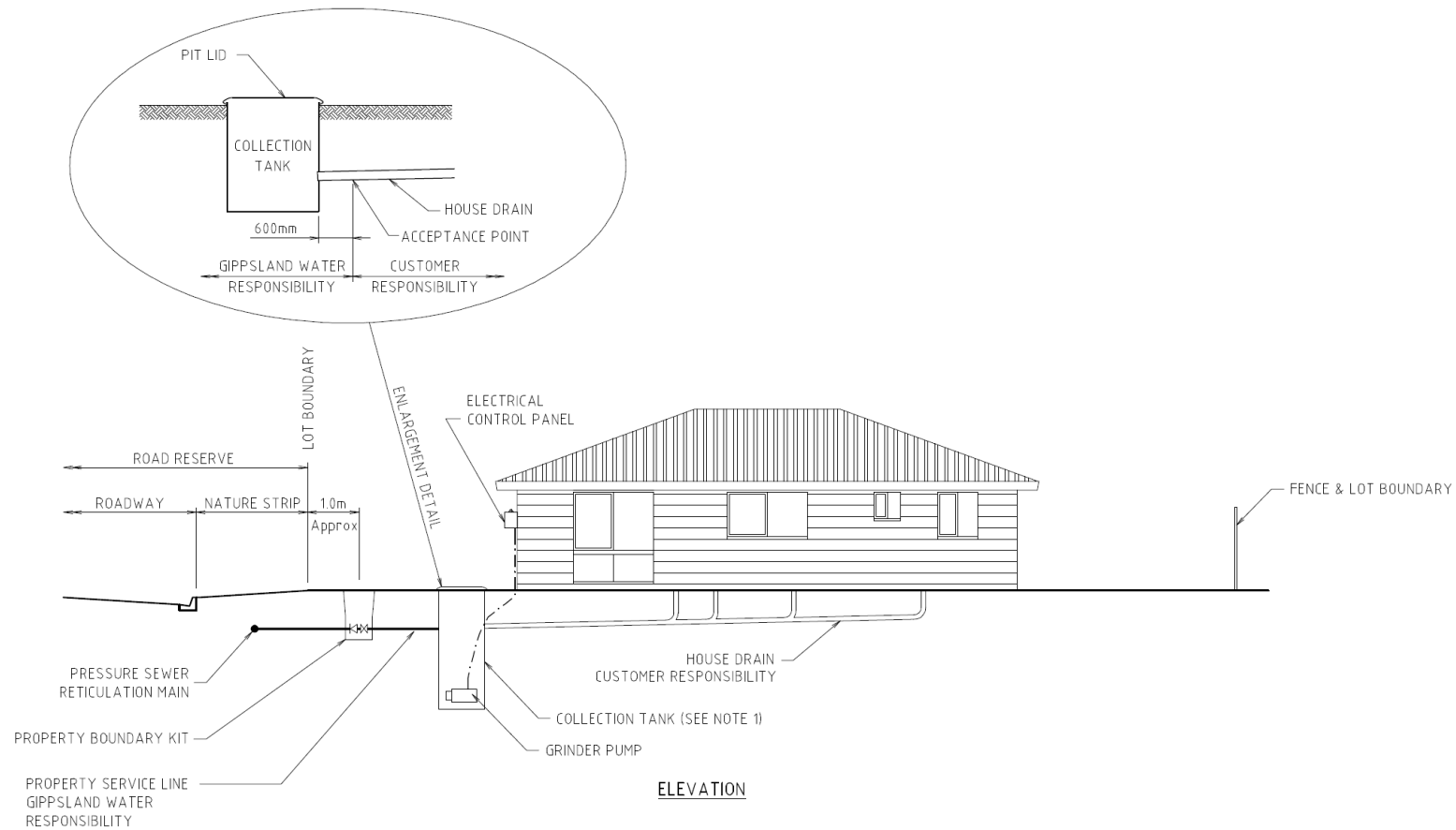
Drawing No A3-16443/3.





## Appendix 2 Pressure sewerage system

Drawing No A3-44456



NOTES:

1. ALL CONNECTIONS TO COLLECTION TANK  
ARE SUBJECT TO GIPPSLAND WATER APPROVAL.

DO NOT SCALE

SITE CODE

## Appendix 3 Customer service standards

	Unit	2023/24	2024/25	2025/26	2026/27	2027/28
<b>Water</b>						
Maximum number of unplanned water supply interruptions a customer may experience in any 12-month period	number	5	5	5	5	5
Average time taken to attend bursts and leaks <b>Priority 1</b>	minutes	35	35	35	35	35
Average time taken to attend bursts and leaks <b>Priority 2</b>	minutes	90	90	90	90	90
Average time taken to attend bursts and leaks <b>Priority 3</b>	minutes	1500	1500	1500	1500	1500
Average duration of unplanned water supply interruptions	minutes	90	90	90	90	90
Average duration of planned water supply interruptions	minutes	150	150	150	150	150
Minimum water pressure or flow rate a customer should receive (kPa or L/min)	kPa	137.3 (14m)	137.3 (14m)	137.3 (14m)	137.3 (14m)	137.3 (14m)

<b>Sewerage</b>						
Average time to attend to sewer spills and blockages	minutes	40	40	40	40	40
Average time to rectify a sewer blockage	minutes	95	95	95	95	95
Maximum time taken to contain a sewer spill	minutes	300	300	300	300	300
Maximum number of sewer blockages a customer may experience in any 12-month period	number	3	3	3	3	3

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



**Gippsland  
Water**

PO Box 348  
55 Hazelwood Road  
Traralgon VIC 3844

General enquiries 1800 050 500  
Faults and emergencies 1800 057 057

[contactus@gippswater.com.au](mailto:contactus@gippswater.com.au)  
[www.gippswater.com.au](http://www.gippswater.com.au)

ABN 75 830 750 413