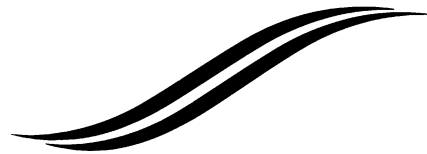


CUSTOMER CHARTER



SOUTH GIPPSLAND WATER

Last amended 18th Jan 2011

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Part A INTRODUCTION

A 1. ABOUT SOUTH GIPPSLAND WATER

South Gippsland Water provides reticulated drinking water and wastewater services to 21 towns over 4,000 square kilometres of the South Gippsland region. Our total operations comprise:-

- * Some 18,650 water customers over 21 rural centres
- * 13 reservoirs and 18 service storages
- * 10 separate water supply systems
- * 10 water treatment plants
- * 626 km of water mains
- * 17 water pump stations
- * Some 15,650 wastewater customers over 11 rural centres
- * 10 separate conventional wastewater systems
- * 1 vacuum wastewater system
- * 10 wastewater treatment plants
- * 45 wastewater pump stations

The towns supplied and the services South Gippsland Water provides to them are summarised in the table below: -

South Gippsland Water & Wastewater Service Localities

Township or Location	Population Served (Permanent)	Water Customers (Number Billed)	Water Supply Source	Sewerage Customers (Number Billed)
Port Franklin	123	104	Agnes River	Not Serviced
Port Welshpool	199	263	Agnes River	237
Toora	684	509	Agnes River	281
Welshpool	149	204	Agnes River	126
Fish Creek	175	213	Battery Creek	Not Serviced
Korumburra	3,192	1,913	Coalition Creek storage network	1,617
Foster	1,055	789	Deep Creek / Foster Dam	694
Inverloch	4,320	4,017	Lance Creek	3,972
Cape Paterson	703	1,077	Lance Creek	1,074
Wonthaggi	6,811	3,884	Lance Creek	3,627
Loch	184	147	Little Bass	Not Serviced
Nyora	549	326	Little Bass	Not Serviced
Poowong	290	180	Little Bass	Not Serviced
Koonwarra	146 *	71	Ruby Creek storage network	Not serviced
Leongatha	4,540	2,775	Ruby Creek storage network	2,569
Alberton	164	147	Tarra River	Not Serviced
Devon North	77 *	123	Tarra River	Not Serviced

Township or Location	Population Served (Permanent)	Water Customers (Number Billed)	Water Supply Source	Sewerage Customers (Number Billed)
Port Albert	253 *	382	Tarra River	320
Yarram	1,754	1,157	Tarra River	1,040
Dumbalk	165	106	Tarwin River – East Branch	Not Serviced
Meeniyah	431	254	Tarwin River – West Branch	Not Serviced
Waratah Bay	146	Not Serviced	N/A	108

*Estimate based on 2006 ABS data.

A 2. HOW TO CONTACT SOUTH GIPPSLAND WATER

All enquiries during Business Hours (8:30 am to 5:00 pm):

1300 851 636 or 5682 0444

24 Hour Emergencies and Faults:

1300 851 636 or 5682 0444

Fax: 5682 1199

Email: sgwater@sgwater.com.au

Website: www.sgwater.com.au

Postal Address: PO Box 102, Foster VIC 3960

Office Location: 14-18 Pioneer Street, Foster VIC 3960

A 3. WHAT IS THE CUSTOMER CHARTER ABOUT?

Our Customer Charter outlines the commitments, responsibilities and standards of service that we provide to our customers.

It sets out our obligations to you as outlined by the Essential Services Commission's *Customer Service Code* for metropolitan retail and regional water businesses. This includes specific standards and conditions of service that apply to all water businesses in Victoria.

In addition, it sets out the performance standards that apply particularly to South Gippsland Water.

The Customer Charter will also help you if you wish to contact us on any matter related to our services or if you need information or advice from us.

An important aspect of the Customer Charter is that we will be independently measured on how well we are meeting our obligations under this Charter. This information will be publicly available, on our website [www.sgwater.com.au] so you will know if we are doing what we say we will.

The initiatives outlined in our Customer Charter are our commitment that we will work to understand your needs and meet your expectations.

A 3.1 Legislative Basis for the Code: *The Essential Services Commission's Customer Service Code is made under section 4F of the Water Industry Act 1994, in accordance clause 15 of the Water Industry Regulatory Order 2003.*

A 4. WHEN WILL IT COME INTO EFFECT?

This Customer Charter became effective on 1 July 2008 and replaces all South Gippsland Water's previous Customer Charters.

A 4.1 Exclusions:

A number of exclusions from the obligations of the [Essential Services Commission] Customer Service Code apply – these are as follows:-

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

A separate written agreement after 1 November 2004 need not comply with the Customer Service Code if the agreement does not extend beyond 30 June 2005.

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 provided or implied in the Customer Service Code unless South Gippsland Water can demonstrate that satisfying the Customer Service Code requirements is not practical and South Gippsland Water expressly identifies any material departures from the Customer Service Code to the customer in writing.

A recycled water contract need not comply with the Customer Service Code if it does not provide for domestic reticulated recycled water or if the Essential Services Commission expressly decides otherwise.

Part B STANDARDS AND CONDITIONS OF SERVICE AND SUPPLY

1. CONNECTION AND SERVICE PROVISION

1.1. Obligation to provide a service

If your property is connected to South Gippsland Water's systems, South Gippsland Water will provide the relevant service in accordance with the Essential Services Commissions Customer Service Code and this Charter.

[The basis for this obligation is found in the Water Act 1989, Water Industry Act of 1994 and the Essential Services Commission's Customer Service Code.]

1.2. Being Connected

When you wish to connect to one of South Gippsland Water's available services, please contact our Customer Service Team on 1300 851 636 or 5682 0444.

They will be able to provide you with the appropriate forms and any assistance you need to complete the application. They will also inform you of the applicable connection charges and any special requirements under Water Law, other relevant legislation and South Gippsland Water's By-laws.

Upon receipt of the completed application forms and your agreement to pay the applicable fee, South Gippsland Water will approve connection to your property within 10 working days.

1.3. Limits on recycled water services

South Gippsland Water may refuse to provide you with a recycled water service, if infrastructure to provide such a service is not in place, or you have not:

- a) Entered into a recycled water agreement that is acceptable to the South Gippsland Water; or
- b) Otherwise received the consent of South Gippsland Water.

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

2. COMPLAINTS

2.1. Making a Complaint

If you are dissatisfied with any aspect of South Gippsland Waters services, operations or the actions of our employees please let us know. Your complaint may be made by contacting our Customer Service Team on 1300 851 636 or 5682 0444, who can also provide you with a copy of our complaints and disputes policy on request.

Your query or complaint is important to us. It gives South Gippsland Water an opportunity to review practices and procedures and improve performance, or explain circumstances more clearly. In this way we will be able to improve our level of customer service and information to all customers.

Your complaint will be recorded in our customer service system and will be investigated by the responsible employee. Alternately, if you are not satisfied with this procedure, you can request the complaint be investigated by the Manager of the responsible employee.

South Gippsland Water will respond to a complaint made in person or by phone within 48 hours. Complaints made in writing (including email and fax) will receive a written response (or phone response if you prefer) within 10 working days.

Our response will confirm the details of the complaint, South Gippsland Water's proposed actions, timelines and any reasons for the decision made, including details of any legislative or policy basis for the decision.

If you request a further review of our decision, it will be handled by the Managing Director of South Gippsland Water. In the response we will provide you with information about the Energy and Water Ombudsman (Victoria) Scheme (EWOV) and other appropriate external dispute resolution forums such as Consumer Affairs Victoria and the Victorian Civil and Administrative Appeals Tribunal (VCAT). See Part C – External Dispute Resolution Forums – contact details.

Under the Customer Service Code, South Gippsland Water is restricted in its ability to recover an amount of money which is in dispute, until the dispute has been resolved. South Gippsland Water prefers to reach a mutually agreeable, fair and reasonable solution, directly with our customers or other effected parties, if possible.

2.2. How will we know you are happy with the outcome ?

As stated in 2.1 above, South Gippsland Water will always endeavour to resolve any disputes in good faith directly with customers and other effected parties.

If you tell us that you are satisfied with our response to your complaint or request for review we will consider the matter closed. Alternately, if 10 business days have passed, without a request for review, or lodgement of a claim with the Energy and Water Ombudsman of Victoria or other external dispute resolution forum, we will also consider the matter resolved.

If you lodge a claim with an external dispute resolution forum, we will not consider the complaint resolved until the matter has been finalised with that external review forum.

3. TARIFFS and CHARGES

All changes to tariffs and charges are approved by the Essential Service Commission. South Gippsland Water prepares a schedule of the new tariffs and charges on an annual basis or if changes are made. Customers will

receive notification of tariff changes on or with their first account after the change occurs. The information is provided on our website at [www.sgwater.com.au], and is published, at the time of review, in local newspapers. Customers can also obtain a schedule of fees and charges on request.

South Gippsland Water sends customers accounts for :

- Service charges for water and/or wastewater
- Water usage charges
- Fire Service Inspection charges
- Backflow Prevention charges
- Wastewater disposal charges – minor trade waste customers only
- Trade waste charges – if applicable.

3.1. Owners, Landlords and Tenants – Residential Properties Only

Owners

are responsible for :

- Water and wastewater service charges and water usage (as per the water meter), if residing at the property.

Landlords

are responsible for :

- Water and wastewater service charges.

Tenants

are responsible for:

- Water usage (as per the water meter).

Residential tenants or caravan park residents are responsible for water usage charges only if:

- Your water is separately metered, and
- You or your landlord have told South Gippsland Water that you are a tenant, and
- South Gippsland Water has read the water meter at the property you are renting.

[The basis for the information above is the Residential Tenancies Act 1997, No 109, Division 4. For tenants – section 52, (b)& (c). For landlords – section 53, (1); (a), (c), (d), (e) and (f). Also the Water Act 1989, No 80, Division 7, section 273A.]

3.2. Rebates for Not for Profit Organisations

If you are a not for profit organisation and you are required to pay service charges, you may be eligible for a rebate against these charges. Please contact our Customer Service Staff on 1300 851 636 or 5682 0444 for more information.

3.3. Rating of Properties with Common Boundaries [Contiguous Properties]

If you own two properties, (one of which is vacant land,) that share a common boundary you can apply to South Gippsland Water to have them rated as one property, this is known as contiguous rating. Please contact our Customer Service Staff on 1300 851 636 or 5682 0444 for detailed information.

3.4. Review of the application of a Tariff by South Gippsland Water

The Water Act 1989 No. 80, Section 266, provides for customers to request the review of the application of a tariff by South Gippsland Water. A request for review of the application of a tariff must be lodged within one month of the issue date of the account.

4. ACCOUNTS

4.1. Preparing your account

South Gippsland Water issues accounts 3 times each year, that are due for payment on 31st of January, 31st of May and 30th of September. The accounts are issued at least 28 days before the due payment date.

Billing cycles for customers who are high volume users of South Gippsland Water's services will be negotiated on a case by case basis.

4.2. Reading your water meter

- a) To prepare your account we read your property water meter as close as practicable to the issuing of accounts.
- b) If you request, we will also carry out a special meter reading outside the normal meter reading cycle, to determine any outstanding water consumption charges. However, we may charge a reasonable fee for the service. [In the interests of accuracy and to avoid multiple adjustments to customers accounts, South Gippsland Water does not do 'estimates' of meter readings.]

4.3. Sending your account

We will send your account to the postal address you provide, to your agent, or any person authorised to act on your behalf. Please provide your authorisation for the change in writing.

If no address has been specified we will send your account to the physical address of your property or your last known address.

South Gippsland Water does not issue accounts electronically.

4.4. What your account will tell you?

We aim to make our accounts easy to understand and to provide you with all information required under the Customer Service Code. This includes, but is not limited to, the date of issue, the date by which you are required to pay, the billing address and account number, details of all charges including service charges and water consumption, notice of the "objection period" to a rating charge, payment options and government concessions. Interest may be charged on outstanding amounts. The rate of interest and the date when it is to be applied will be clearly stated.

Please contact our Customer Service Team on 1300 851 636 or 5682 0444 for more information.

4.5. Have you been overcharged or undercharged?

If you believe you have been over or undercharged, please contact our Customer Service Team on 1300 851 636 or 5682 0444 as soon as possible.

- a) When an overcharging error is identified, South Gippsland Water will offer an apology in writing within 10 business days. We will refund or credit the amount overcharged as per your instructions.
- b) If you have been undercharged, we will offer an apology in writing and let you know the amount undercharged, the period during which the error occurred and the amount to be recovered.
- c) If the amount to be recovered is listed on an account it will be clearly identified as a separate item.
- d) The amount to be recovered is limited to the amount undercharged in the 12 months prior to you receiving notification of the error. We will allow the amount to be recovered to be paid by a flexible payment arrangement over a period at least equal to the period in which the undercharging occurred.

There is one exception. That is in the case of an amount undercharged due to illegal use of water or recycled water. In this case South Gippsland Water will estimate the usage for which the customer has not paid and may exercise other rights including restriction of the water supply and legal action.

5. PAYMENTS

5.1. Paying your account

South Gippsland Water issues accounts 3 times each year, that are due for payment on 31st of January; 31st of May; and 30th of September.

South Gippsland Water accepts payment from our customers:

- a) In person at our Foster Office -
14-18 Pioneer Street Foster
- b) At all Post Offices
- c) By mail -
South Gippsland Water
GPO Box 5116
Melbourne VIC 3001
- d) By BPay – payment by phone –
 - Register with your participating financial institution to become a BPay customer.
 - Contact your participating financial institution to make a payment direct from your cheque, savings or credit card account.
 - When prompted, enter the Biller Code and Reference number shown on the front of your account.
- e) Through Centrelink – contact your Centrelink office for details.
- f) By direct debit – contact our Customer Service Staff for full details on **1300 851 636 or 5682 0444**
- g) Payment by Credit card – call 1300 301 636, have your account and credit card ready. You will be asked for your customer reference number [on the front of the account], the amount to be paid, credit card number, and expiry date. Please record your receipt number for future reference.

- h) In advance – contact our Customer Service Staff for full details on **1300 851 636 or 5682 0444**

We will not require you to agree to direct debit as a condition of service.

5.2. Residential concessions

Owners: Owners must live at the property and be responsible for the charges to receive a concession. Eligible customers, who hold a Pension Concession Card, Department of Veterans Affairs Gold Card (excluding "dependants") or a Health Care Card, can receive a concession off any water and/or wastewater tariffs. A concession is available on the water usage component only if a maximum concession has not been claimed on the service charge.

Tenants: Tenants holding any of the above cards can receive a concession off their water usage account.

If the applicable concession is not shown on the front of your account, please telephone our Customer Service Staff on 1300 851 636 or 5682 0444.

5.3. Flexible payment plans

If you are having difficulty paying your account or would like to budget to pay your account in instalments to avoid a lump sum payment on the due date, South Gippsland Water has a flexible instalment payment plan available. We will negotiate the details of the plan with you to find a mutually agreeable outcome.

This payment plan will:

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

A payment card, for the flexible instalment plan will be sent to you, and may be used at all Post Offices.

South Gippsland Water is not required to offer a customer a flexible payment plan if the customer has, in the previous 12 months, had two flexible payment plans cancelled due to non payment, unless the customer provides a fair and reasonable assurance (based on the circumstances) that the customer will comply with the plan.

5.4. We can help if you are experiencing payment difficulties

South Gippsland Water has a range of alternate payment options available to assist you if you are having trouble paying your account. We will assist you, according to your personal circumstances, on a case by case basis by:

(a) Making provision for alternative payment arrangements in accordance with your capacity to pay including:

- Offering a range of payment options including flexible payments in accordance with the clause above; or
- Redirection of the account to another person for payment provided that person agrees in writing.

(b) Confirming in writing your alternative payment method, within 10 business days of an agreement being made.

(c) Offering to extend the due date for some or all of the amount owed.

(d) Waiving or suspending interest payments on outstanding amounts according to our Debt Collections Policy.

(e) Where appropriate, helping you by:

1. Providing you with information on Government funded assistance programs including the Utility Relief Grant Scheme; or
2. Referring you to an independent financial counsellor at no cost.

5.5. Residential Hardship Policy

South Gippsland Water will apply its hardship policy to residential customers who are identified either by themselves, by South Gippsland Water, or an independent accredited financial counsellor as having the intention but not the financial capacity to make the required payments in accordance with South Gippsland Water's payment terms.

Under our Residential Hardship Policy and associated processes, [including flexible payment plans], we can offer the additional assurances:

- a) South Gippsland Water has an internal assessment process for identifying customers in hardship. It comprises processes: 1. to determine a customer's eligibility based on objective criteria as indicators of hardship. 2. to make an early identification of a customer's hardship. 3. to determine the internal responsibilities for the management, development, communication and monitoring of the customers case.
- b) Our Customer Service team is trained to be sensitive to our customer's circumstances and will not make value judgements.
- c) Our team members are aware of the available assistance.
- d) We will not restrict the water supply, initiate legal action or apply additional debt recovery costs to residential customers assessed as experiencing hardship.
- e) We will state any circumstances in which we will waive or suspend interest payments on outstanding amounts.
- f) We will provide written confirmation of any alternative payment method within 10 days of an agreement being reached with you.
- g) If you are not satisfied with our assessment of your situation or the service you receive, please contact our Office Manager, on 1300 851 636 or 5682 0444, who will record your complaint and conduct an investigation into your concerns.

- h) If you are not satisfied by this review of your concerns South Gippsland Water will offer a further review by the Managing Director.
- i) Should you remain dissatisfied, we will provide you with details of available external dispute resolution forums including the Energy and Water Ombudsman (Victoria) Scheme. See Part C – External Dispute Resolution Forums.
- j) South Gippsland Water's Residential Hardship Policy will cease to apply when - the period of hardship as agreed between the customer and South Gippsland Water expires, or when the customer fails to respond to contact by South Gippsland Water, or has refused or failed to respond to a flexible payment plan, or agreed to a flexible payment plan and failed to comply with the arrangement.
- k) The policy on residential hardship is available on request from our Customer Service team, please phone 1300 851 636 or 5682 0444, for a copy, or on our website www.sgwwater.com.au

Our Residential Hardship Policy and associated processes are reviewed annually.

6. COLLECTION

In managing overdue accounts South Gippsland Water will follow its Debt Collection Policy. These procedures are available on request from our Customer Service Team, please phone 1300 851 636 or 5682 0444, for a copy.

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

If you do not pay your account by the due date and do not contact us to arrange a flexible payment plan we will send you a Reminder Notice. The Reminder Notice will request payment of the overdue account within 7 days of receipt.

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

If the account remains unpaid by the 'Reminder Notice' due date, we will send a 'Legal Action/Restriction Notice,' requesting payment within 7 days of receipt. This notice outlines the action available to South Gippsland Water for non-payment and requests that the customer contact South Gippsland Water to discuss what arrangements could be made to facilitate payment.

If no response, or a mutually acceptable agreement is not reached between the customer and South Gippsland Water, in regard to the "Legal Action/Restriction Notice," South Gippsland Water will issue a "Final Notice." Action on the Final Notice will not commence until 7 days from the date of posting have elapsed.

The Final Notice will:

- a) Advise that the account is overdue and must be paid to avoid supply restriction or legal action.
- b) Specify assistance available to you including details of our Residential Hardship Policy
- c) Caution that when legal or restriction action is taken, you may incur additional costs in relation to these actions.

- d) Provide details of the percentage interest rate that applies and the date from which it will be applied.
- e) Provide details of our internal dispute resolution process and the Energy and Water Ombudsman (Victoria) Scheme and telephone number.

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

6.3. Interest and other charges

South Gippsland Water may charge interest, to outstanding amounts as allowed under the *Water Act 1989, Part 13, Division 7*. Interest may be waived in some circumstances in accordance with South Gippsland Water's Residential Hardship Policy or Debt Collection Policy. The current rate of interest, if applicable, is displayed on all accounts, Reminder Notices and Final Notices.

6.4. Dishonoured payment

South Gippsland Water may recover from you the amount charged by our financial institution due to:

- a) Your cheque being dishonoured; or
- b) There being insufficient funds available when you pay your account by direct debit.

7. ACTIONS FOR NON PAYMENT OF YOUR ACCOUNT

7.1. South Gippsland Water may restrict your supply or take legal action

We offer a variety of payment options to make it easier for you to pay your account. However, if you do not pay we will take legal action or restrict your water or recycled water services if:

- a) More than 21 days have elapsed since the issue of the Reminder Notice.
- b) A Final Notice has been sent providing you with information on our Residential Hardship Policy and other assistance available to customers experiencing payment difficulties.
- c) We have attempted to contact you in person about the non-payment.
- d) You have been notified of the proposed restriction or legal action and the associated costs; and
- e) You have been offered a flexible payment plan and you have refused or failed to respond; or
- f) You agreed to a flexible payment plan and have failed to comply with the arrangement.

7.2. Limits on restriction and legal action

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

- a) The amount owed is less than \$200, unless you have failed to pay consecutive accounts in full over a period of not less than 12 months.

- b) You are eligible for and have lodged an application for a government funded concession relating to amounts charged by South Gippsland Water and the application is outstanding.
- c) You have made an application under the Utility Relief Grant Scheme and the application is outstanding.
- d) You are a tenant; and (i) the amount unpaid is owed by the landlord; or (ii) you have a claim against the landlord in respect of a water account pending at the Victorian Civil and Administrative Tribunal; or
- e) The amount in dispute is subject to an unresolved complaint under review by South Gippsland Water.

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

In addition, South Gippsland Water will not take steps to restrict your service due to non-payment if:

- a) It is a Friday, public holiday, weekend, day before a public holiday or after 3.00 pm
- b) You are registered as a Special Needs Customer.
- c) We believe that the restriction will cause a health hazard having taken into consideration your concerns; or
- d) It is a day of total fire ban declared by the Country Fire Authority in the area where your property is located.

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

7.3. Removal of restrictors

We will restore the service restricted to normal flow rates within 24 hours of becoming aware of the reason for the restriction no longer existing.

7.4. Powers of sale or transfer of your property

If the amount owed by you to South Gippsland Water remains outstanding for not less than 3 years, and we intend to exercise our powers of sale or transfer in accordance with the *Water Act 1989, Division 7, Sections 278, 279 and 280* we will notify you in writing of:

- a) Our powers under the *Water Act 1989, Division 7, Sections 278, 279 and 280* to sell or transfer the property;
- b) Details of the debt which gives rise to those powers;
- c) When we intend to exercise our power of sale or transfer; and
- d) The process and consequence of these actions.

8. QUALITY OF SERVICES

8.1. Product quality

South Gippsland Water is required to comply with all applicable requirements of the Department of Human Services and the Environment Protection Authority's, respective health and environment legislation, regulations and performance standards. Details of South Gippsland Water's performance against these standards is published on our website – www.sgwater.com.au

In addition to these requirements, South Gippsland Water will provide a service in accordance with any commitments in South Gippsland Water's approved service standards as set by the Victorian Government and the Essential Services Commission. Details of our performance against these standards are also published on our website.

8.2. Delivery quality (flow rates)

South Gippsland Water will ensure that your water supply and recycled water supply (if available) is at least equal to the minimum flow rates shown in the table below:

<i>Diameter of the property service pipe - in mm.</i>	<i>Minimum flow rate - Litres per minute.</i>
20	20
25	35
32	60
40	90
50	160

Exceptions to the minimum flow rates are listed below, to the extent that:

- a) Your infrastructure (pipes and fittings) fall short of the required condition;
- b) Your service is provided by a private extension;
- c) There is a drought or an emergency;
- d) There is a water shortage due to peak summer demand;
- e) There is an unplanned or planned interruption;
- f) Recycled water is reduced due to a shortage;
- g) Recycled water is reduced in accordance with our permitted use rules;
- h) Supply is restricted or disconnected in accordance with this Customer Charter; or
- i) Water Law provides for a flow rate less than the minimum flow rate.

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

8.3. Testing

If you ask us to, South Gippsland Water will test flow rates and water quality for compliance with the two clauses above. However, South Gippsland Water:

- a) may impose a reasonable charge on you in the event that the test demonstrates compliance with the product and delivery quality outlined above.
- b) will advise you, prior to the test, that a reasonable charge may be imposed if the test demonstrates compliance with the product and delivery quality outlined above.
- c) will pay the cost of the test if the test demonstrates that South Gippsland Water has not complied with the flow rates and water quality outlined above.

8.4. Fixing the problem

South Gippsland Water will rectify any substandard performance in the service, product, delivery quality or testing process as soon as possible, or within a time agreed with you.

The problem will be fixed by returning that service, product, delivery quality or testing process back to conformity with the set standard required by the service standards.

9. RELIABILITY OF SERVICES

9.1. Obligation to provide reliable services

For a full list of all our approved service standards see Part E South Gippsland Water's Service Standards. Subject to our Statement of Obligations, South Gippsland Water will continue to implement plans, systems and processes to manage our assets to provide you with reliable services.

9.2. Service interruptions – response to incidents

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

Interruptions to Water Supply

<i>Unplanned Interruptions (Chance Failures)</i>	<i>Planned Interruptions (Scheduled Works)</i>
No customer will have more than 5 unplanned water supply interruptions in any 12 month period.	The duration of any planned water supply interruption will be no more than 5 hours, on average.
The duration of any unplanned water supply interruption will be no more than 1 hour & 40 minutes, on average.	99% of planned water supply interruptions will be restored in 5 hours.
99 % of unplanned water supply interruptions will be restored in 5 hours.	

Sewerage Blockages and Spills

No customer will have more than 3 sewer blockages in any 12 month period.
The average time taken to clear a sewer blockage in South Gippsland Water's pipe will be 2 hours.
100% of sewer spills will be contained in 5 hours.

Bursts, leaks, spills and blockages

1. Water service: South Gippsland Water Operations Service Staff will, on average, attend priority 1 water bursts and leaks, within 30 minutes of notification of the incident. [See Part E – Service Standards, for definition of Priority 1,2 & 3.]
2. Sewerage service: South Gippsland Water Operations Service Staff will, on average, attend sewer spills and blockages, within 30 minutes of notification of the incident.

South Gippsland Water will:

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

9.3. Bursts, leaks, blockages and spills

Should a burst, leak, blockage or spill occur in our systems please contact our customer service staff on the 24 hour emergency number **1300 851 636 or 5682 0444**.

When a burst, leak or blockage in our system occurs South Gippsland Water will:

- a) Promptly attend the site upon notification;
- b) Take action to rectify the situation, taking into account the potential or actual impact on:
 - i. Customers;
 - ii. Others affected by the failure;
 - iii. Property; and
 - iv. The environment.
- c) Provide information about any unplanned interruption to a service through a 24-hour telephone enquiry service – **1300 851 636 or 5682 0444** - which can advise callers of the estimated duration of any interruption.
- d) Ensure that in the event of a sewage spill at your property, the damage and inconvenience to you and others affected is minimised; and
- e) Ensuring that action to promptly deal with the sewage spill (clean up and disinfection) is taken.

9.4. Planned interruptions – information and response

South Gippsland Water will inform affected residential customers, in writing, of the time and duration of any planned interruption to service, at least two business days in advance. Customers on our Special Needs Register, Businesses and Major customers will receive 5 business days written notice.

South Gippsland Water also has practices and procedures in place to provide customers with access to emergency supplies of drinking water in the event of a planned interruption. Please contact our Customer Service Staff on 1300 851 636 or 5682 0444 to advise them of your requirements.

9.5. Customers with Special needs

South Gippsland Water invites customers with special needs who require water for:

- a) the operation of a life-support machine; or
- b) any other special needs;

to register with us, so that we can maintain an up to date register. Please call our Customer Service Staff on 1300 851 636 or 5682 0444.

South Gippsland Water will contact customers on our special needs register:

- a) As soon as possible in the event of an unplanned interruption to a service; and

- b) At least 5 business days before a planned interruption. If a longer period of notice is required please advise our Customer Service Staff on 1300 851 636 or 5682 0444.

In all cases South Gippsland Water will endeavour to minimise any inconvenience to our special needs customers.

10. RECONNECTION

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

- a) The reason for disconnection no longer persisting; or
- b) Receipt of a written undertaking as to compliance by the customer in a form acceptable to South Gippsland Water.

11. WORK AND MAINTENANCE

11.1. Maintenance of South Gippsland Water's systems and customers' service pipes

South Gippsland Water will implement programs to maintain its systems in accordance with our approved service standards.

In addition to this general system obligation South Gippsland Water will maintain:

- a) The property service pipe if it is 25 mm in diameter or less up to:
 - i. The meter assembly; or
 - ii. If the meter is located more than 2 metres within the property boundary, to the property boundary;
 - iii. If access to the service pipe, between the property boundary and the meter, is obstructed, to the property boundary;
 - iv. If there is more than one meter installed, to the initial property boundary;
 - v. If no meter is installed, to the property boundary.
- b) Any galvanised iron property service pipe for which South Gippsland Water has maintenance obligations under the clause above if it is leaking.
- c) Any South Gippsland Water installed backflow prevention device.

If South Gippsland Water replaces a galvanised iron property service pipe, of 25mm or less, we will require the customer to pay for only the first \$500 (excluding GST) of the cost of the replacement.

South Gippsland Water is not responsible for the maintenance of privately owned backflow prevention devices installed at the outlet of the meter, private fire services, private extensions or trunk services or property service pipes from private extensions.

11.2. Worker identification

Staff and representatives of South Gippsland Water will not enter your property without appropriate identification.

Staff and representatives of South Gippsland Water entering a property, except for the purpose of reading an accessible meter, must either:

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

11.3. Keys held by South Gippsland Water

If South 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.

12. INFORMATION

12.1. Enquiries

South Gippsland Water will respond to an enquiry made in person or by phone within 48 hours, enquiries made in writing (including email and fax) will receive a response within 10 working days.

Our Customer Service Staff will provide the following information to customers, on request:

- a) Account information
- b) Account payment options
- c) Concession entitlements
- d) Programs available to customers who are having payment difficulties, including our Residential Hardship Policy;
- e) Information about our complaint handling procedures
- f) Information about EWOV [Energy and Water Ombudsman (Victoria)] Scheme.

Call our Customer Service Staff on 1300 851 636 or 5682 0444 for more information on any of our services, or fax us on 5682 1199, or email us at: sgwater@sgwater.com.au

12.2. Fees for information or advice

Unless otherwise stated in this Charter or the Customer Service Code, South Gippsland Water will not charge a fee for the provision of information or advice to customers affected by our operations.

12.3. Permitted use of recycled or non-potable water

South Gippsland Water will regularly inform relevant customers of required limits on the permitted use of recycled water, non-potable water and its sewerage service which at least reflect:

- a) Health and environmental regulation; and
- b) Water Law in respect of recycled water.

12.4. Trade waste

South Gippsland Water will advise customers, in writing, of the standards and requirements necessary for entering a trade waste agreement or obtaining consent.

12.5. Sustainable use of water

South Gippsland Water freely provides information to customers about the sustainable use of Victoria's water resources and how customers may conserve water. Education programs, presentations and information are available to individuals, community organisations and schools through our community relations programs. Call our Community Relations Officer on 1300 851 636 or 5682 0444 for more details.

A wide range of information on water conservation and water efficient products is available on savewater.com's website at www.savewater.com.au

12.6. Water reuse

South Gippsland Water will provide customers with information, or referral to the responsible authority, about lawful and practical possibilities for the reuse of water.

12.7. Account history

Upon request, South Gippsland Water will provide you with your account and water usage history for the preceding three years, free of charge, within 10 business days.

South Gippsland Water may charge a reasonable fee for providing 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 Authorities.

12.8. Regulatory information

South Gippsland Water will provide, on request, copies or extracts from any regulatory instruments (documents) under which it operates, including a copy of the Essential Services Commission's Customer Service Code. These documents can be viewed on South Gippsland Water's website; www.sgwater.com.au

12.9. Communication assistance

South Gippsland Water provides access to an interpreter service and a TTY service for speech and hearing impaired customers. To access these services please call the numbers below.

Translating and Interpreting Service: 131 450

TTY facility: 1800 555 677

South Gippsland Water will provide upon request, a translated copy of the Customer Charter, in languages other than English, as required under the guidelines issued by the Victorian Office of Multicultural Affairs.

12. 10. Customer Obligations

As a customer of South Gippsland Water you have certain obligations under the *Water Act 1989*. Some of these obligations include, but are not limited to :

- a) To pay charges incurred after vacating a property, unless you give South Gippsland Water 48 hours notice of vacating the property.
- b) To ensure that each water meter is accessible by South Gippsland Water.
- c) To maintain the property owner's infrastructure upon notice by South Gippsland Water.
- d) To remove trees at the request of South Gippsland Water.
- e) To seek the consent of South Gippsland Water for any building or construction work which might interfere with a service or system.
- f) To not alter any works connected to South Gippsland Water's works without our consent.
- g) To observe any restrictions imposed by South Gippsland Water in accordance with Water Law.

South Gippsland Water will use all reasonable endeavours to keep you informed of your obligations under the *Water Act 1989*.

12.11. Privacy

South Gippsland Water will keep information about customers confidential and will comply with the Information Privacy Act (Victoria) 2000 and any guidelines issued by the Victorian Privacy Commissioner. For a copy of our privacy policy ring our Customer Service Staff on 1300 851 636 or 5682 0444.

13. THE CUSTOMER CHARTER

13.1. Publication and distribution of this Customer Charter

The Customer Charter was distributed to all current customers with the first account issued after approval by the Essential Services Commission in 2005. New customers will receive a copy within one month of becoming registered as a customer of South Gippsland Water.

The Customer Charter is published on our website and you can obtain a hardcopy by calling our customer service staff on 1300 851 636 or 5682 0444. A copy of the Customer Charter is available at our Foster Office for inspection during business hours.

13.2. Changes to this Customer Charter

South Gippsland Water's Customer Charter may be amended:

- a) by direction from the Essential Services Commission; and
- b) following consultation with customers, stakeholders and subsequent approval of the Essential Services Commission.

If South 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 South Gippsland Water's website or upon request. Notification of the change will be given with the next account after the change has occurred.

Part C EXTERNAL DISPUTE RESOLUTION FORUMS

C 1. The Energy and Water Ombudsman (Victoria)

The Energy and Water Ombudsman of Victoria [EWOV] is available to help resolve problems. Providing you have first contacted South Gippsland Water and are not satisfied with the results, you may contact EWOV. Their service is free and independent, focused on finding a fair and reasonable outcome to disputes.

Freecall:

1800 500 509

FreeFax:

1800 500 549

Email: eiovinfo@eiov.com.au

Website: www.eiov.com.au

Postal Address: GPO Box 469D, Melbourne VIC 3001

Interpreter Service: 131 450

TTY Service: 1800 555 677

C 2. Consumer Affairs Victoria

Consumer Affairs Victoria provide a wide range of services, mainly to do with business and regulation, including information on applicable Acts and Regulations governing Tenants and Landlords. ***It is strongly suggested you browse their website to see if the issue you wish to raise is within their area of responsibility.***

Freecall:

1300 558 181

Email: consumer@justice.vic.gov.au

Website: www.consumer.vic.gov.au

Postal Address: GPO Box 123A, Melbourne, Vic 3001

Interpreter Service: 131 450

Address: Consumer Affairs Victoria, Level 2, 452 Flinders Street, Melbourne VIC 3000

C 3. The Victorian Civil Administrative Tribunal (VCAT)

VCAT deals with disputes about a wide range of issues, including disputes between people and Government. ***It is strongly suggested you browse their website to see if the issue you wish to raise is within their area of responsibility.***

Freecall:

1800 133 055

Email: vcat@vcat.vic.gov.au

Website: www.vcat.vic.gov.au

Address: Victorian Civil and Administrative Tribunal, 55 King Street, Melbourne VIC 3000

Part D DEFINITIONS

“**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:

- (a) in the case of a metropolitan service – the person's property is a declared property in respect of that service under section 64 of the Water Industry Act 1994;
- (b) in the case of a regional service – the person's property is a declared property in respect of that service under section 144 of the Water Act 1989.

“**billing period**” means any period for which a customer's bill is calculated.

“**business day**” means a day on which banks are open for general banking business in major towns [such as Wonthaggi, Leongatha, Inverloch, Korumburra, Yarram and Foster etc] in South Gippsland, not being a Saturday or a Sunday.

“**Commission**” means the 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, including a failure of the water business to observe its published policies, practices or procedures.

“**customer**” means a person who is:

- (a) an owner and occupier of a property connected to a water business's system;
- (b) an owner of a property which is connected to a water business's system but is not an occupier;
- (c) an occupier of a property that is connected to a water business's system and is liable for usage charges;
- (d) an owner of a property that is not connected but to which a service is available from a regional water business and the water business imposes a service charge.

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

“**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 the water business providing written or verbal information, advice, assistance, clarification, explanation or referral about a matter.

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

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

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

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

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

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

“**GSL rebate**” means any form of payment or compensation made to a customer by a water business due to a breach of the water business’s stated obligations under a guaranteed service level scheme as approved by the Commission.

“**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 or recycled water supply, a total loss of flow from a water business to a customer.

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

“**metropolitan water business**” means City West Water Limited (ACN 066 902 467), South East Water Limited (ACN 066 902 547), Yarra Valley Water Limited (ACN 066 902 501) and their successors.

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

“**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) a tenant or caravan park resident registered as such with the water business, for the period of such registration; or
- (b) the property owner.

“**permitted use rules**” means a water business’s requirements under clause 12.3 of this Customer Charter.

“**planned interruption**” means a scheduled interruption to a service to a customer which is caused by a water business to allow routine maintenance or augmentation to be carried out.

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

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

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

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

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

“system” means a water business's physical infrastructure for providing a water supply service, a recycled water service or a trade waste or sewerage service.

“trade waste” has the meaning given to that term in 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 to services to a customer caused by a fault in the water business's system or a fault which is the maintenance responsibility of the water business.

“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*.

Part E SOUTH GIPPSLAND WATER'S SERVICE STANDARDS

SERVICE STANDARDS

Water

Unplanned water supply interruptions
 Average time taken to attend bursts and leaks (priority 1)
 Average time taken to attend bursts and leaks (priority 2)
 Average time taken to attend bursts and leaks (priority 3)
 Unplanned water supply interruptions restored within 5 hours
 Planned water supply interruptions restored within 5 hours
 Average unplanned customer minutes off water supply
 Average planned customer minutes off water supply
 Average frequency of unplanned water supply interruptions
 Average frequency of planned water supply interruptions
 Average duration of unplanned water supply interruptions
 Average duration of planned water supply interruptions
 Number of customers experiencing > 5 unplanned water supply interruptions in the year
 Unaccounted for water

Performance Target					
Unit	2008-09	2009-10	2010-11	2011-12	2012-13
per 100km	28.0	28.0	28.0	28.0	28.0
minutes	30.0	30.0	30.0	30.0	30.0
minutes	40.0	40.0	40.0	40.0	40.0
minutes	1440.0	1440.0	1440.0	1440.0	1440.0
per cent	99.0	99.0	99.0	99.0	99.0
per cent	99.0	99.0	99.0	99.0	99.0
minutes	33.0	33.0	33.0	33.0	33.0
minutes	150.0	150.0	150.0	150.0	150.0
number	0.3	0.3	0.3	0.3	0.3
number	0.5	0.5	0.5	0.5	0.5
minutes	100.0	100.0	100.0	100.0	100.0
minutes	300.0	300.0	300.0	300.0	300.0
number	0.0	0.0	0.0	0.0	0.0
per cent	14.0	14.0	14.0	14.0	14.0

Sewerage

Sewerage blockages
 Average time to attend sewer spills and blockages
 Average time to rectify a sewer blockage
 Spills contained within 5 hours
 Customers receiving > 3 sewer blockages in the year

per 100km	18.0	18.0	18.0	18.0	18.0
minutes	30.0	30.0	30.0	30.0	30.0
minutes	120.0	120.0	120.0	120.0	120.0
per cent	100.0	100.0	100.0	100.0	100.0
number	0.0	0.0	0.0	0.0	0.0

Customer Service

Complaints to EWOV
 Telephone calls answered within 30 seconds

per 1000 customers	1.1	1.1	1.1	1.1	1.1
per cent	98.0	98.0	98.0	98.0	98.0

Minimum Flow Rates

	20mm	25mm	32mm	40mm	50mm
litres per minute	20	35	60	90	160

Definition of Priority 1, 2 & 3 burst and leak events.

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

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

Priority 3: Means a burst or leak which is causing no discernable impacts on customers, property or the environment.