

Customer Charter (Urban)

An explanation of your rights and obligations.

Revised April 2019



Meeting our customers' needs, now and into the future.
www.lmw.vic.gov.au     


**LOWER MURRAY
WATER**

Charter Contents

ABOUT THE CUSTOMER CHARTER	1	10 Charges and methods of billing	11
i) What is the Customer Charter?	1	10.1 Liability for charges	11
ii) What does the Customer Charter do?	1	10.2 Contribution to new works	11
iii) What type of things are dealt with?	1	10.3 Tenancies	11
iv) Further information	1	10.4 Special meter readings	12
		10.5 Variation of charges	12
		10.6 Notification of charges	12
		10.7 Accounts	12
		10.8 Presentation of charges	13
PART A: DEFINITIONS	2	11 Paying the account	13
		11.1 When payment is due	13
		11.2 How payment can be made	13
		11.3 Account overcharging, error and retrospective charging	13
		11.4 Billing history	13
		11.5 Statement of outstanding charges (Information Statements)	14
		11.6 Concessions/Assistance	14
		11.7 Late payment	14
		11.8 Dishonoured payment	14
PART B: CUSTOMER CHARTER DETAILS	4	12 Payment plans and customers experiencing hardship	14
1 Customers' rights to connection and service provision	4	12.1 Flexible payment plans	14
1.1 Obligation to provide service	4	12.2 Payment difficulties	14
1.2 Obligation to connect	4	12.3 Customers experiencing financial hardship	14
1.3 Water quality monitoring	4	12.4 Family Violence	15
1.4 Testing your water quality	4	12.5 Reducing future accounts by saving water	15
1.5 Limits on recycled water services	4	13 Actions for non-payment	15
1.6 Permitted use	4	13.1 Recovery action	15
2 Customers' rights to trade waste services	4	13.2 Restriction of water supply	15
2.1 Trade waste services	4	13.3 Limit on restriction and legal action	15
2.2 Trade waste agreement	4	13.4 Additional limits on restriction	16
2.3 Trade waste standards and requirements	4	13.5 Reinstatement of restricted supply	16
3 Customers' rights to consultation, information and privacy	4	14 Rights to vary supply	16
3.1 Consultation	4	14.1 Interruption, postponement or limitation of supply	16
3.2 Information	4	14.2 Supply of water at an adequate flow rate	16
3.3 Privacy	5	14.3 Testing the adequacy of water supply	17
4 Customers' rights to notice of interruption of supply	5	15 Employees and contractors	17
4.1 Special needs	5	15.1 Officer and employee obligations	17
4.2 Unplanned water supply interruptions	5	15.2 Contractor obligations	17
4.3 Sewer blockages	5	15.3 Officer, employee and contractor rights	17
4.4 Prompt attendance	5	16 General service and product standards	17
4.5 Restoration	5	16.1 Compliance with the Act and the Customer Charter	17
4.6 Minimising unplanned interruptions	5	17 Separate written agreements	17
4.7 Planned interruptions	5	18 Liability of Lower Murray Water	17
5 Customers' rights and obligations concerning entry to their land	5	18.1 Due diligence	17
5.1 Entry without notice	5		
5.2 Entry in an emergency	5	ATTACHMENT 1	18
5.3 Entry by employee or contractor	5	SEWER AND WATER MAINTENANCE RESPONSIBILITIES	
5.4 Informing Lower Murray Water	6		
5.5 Customer keys	6	ATTACHMENT 2	20
6 Rights and responsibilities for water supply and sewerage services	6	PRIVATE FIRE SERVICE – AREA OF RESPONSIBILITY	
6.1 Emergency contact	6		
6.2 Installation and connection of services	6	ATTACHMENT 3	21
6.3 Cost and alterations of connection	6	SANITARY DRAIN ASSEMBLY – AREA OF RESPONSIBILITY	
7 Meters	6		
7.1 Measuring water supplied	6	ATTACHMENT 4	22
7.2 Installation	6	BOUNDARY VALVE KIT – AREA OF RESPONSIBILITY	
7.3 Ensuring access	6		
7.4 Readings by the customer	6	ATTACHMENT 5	23
7.5 Meter testing	6	ADJOINING PROPERTY SANITARY DRAIN – AREA OF RESPONSIBILITY	
7.6 Estimated meter readings	7		
7.7 Meter damage	7	ATTACHMENT 6	24
8 Repairs and replacement of services	7	APPROVED SERVICE STANDARDS FOR LOWER MURRAY WATER	
8.1 Water service maintenance	7		
8.2 Backflow prevention	7	ATTACHMENT 7	24
8.3 Clearance of sewerage blockages	8	APPROVED GUARANTEED SERVICE LEVEL SCHEMES	
8.4 Repairs and replacement in relation to sewerage services	8		
8.5 Building over water and sewerage services and alteration to works	8		
8.6 Defective work	9		
8.7 Disconnection	9		
8.8 Reconnection	9		
8.9 Damage to customer's property	9		
8.10 Safety fencing and lighting	10		
8.11 Removal of trees	10		
9 Customers' rights to assistance	10		
9.1 Enquiries	10		
9.2 Requests for information	10		
9.3 Customer complaints	10		
9.4 Complaints by Lower Murray Water	11		
9.5 Complaints records	11		
9.6 Resolution of disputes	11		

About the Customer Charter

i) What is the Customer Charter?

- The *Customer Charter* is a method by which *Lower Murray Water* communicates information regarding services to *Customers*.
- The enforceability of some matter in the *Customer Charter* is pursuant to legislation such as the *Water Act 1989*, *Water Industry Act 1994*, *Lower Murray Water By-Laws* and in accordance with Policy.

ii) What does the Customer Charter do?

- The *Customer Charter* sets out the rights and obligations of both *Lower Murray Water* and our *Customers* in relation to *Water Supply* and *Sewerage Services*, and in some instances *Trade Waste* and *Recycled Water Services*.

iii) What type of things are dealt with?

Some of the things that the *Customer Charter* clearly details are:

- The minimum quality of water supply which the *Customer* is entitled to.

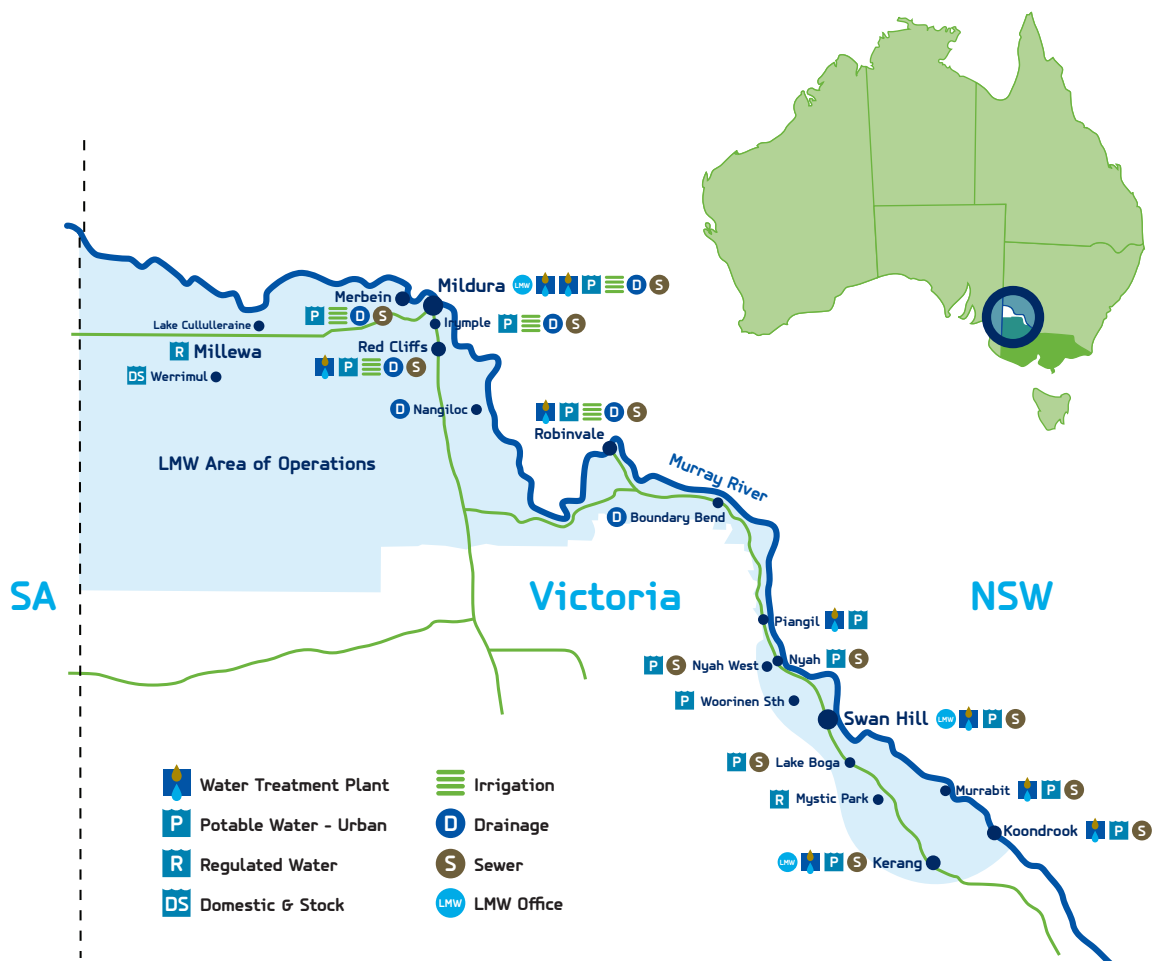
- The *Customer's* right to the provision of a *Sewerage Service* which has minimal blockage and odour problems.
- Access to a 24 hour *emergency service*.
- *Lower Murray Water's* requirements for entry to the *Customer's* land and access to easements.
- *Customer* information on metering, billing, accounts, payments, concessions and actions for non-payment.

iv) Further information

A *Customer* may contact *Lower Murray Water* for any further information about this *Customer Charter*.

Copies of the *Customer Charter* can be obtained at any of our offices or by logging onto our website at www.lmw.vic.gov.au.

Using guidelines set down by Victorian Multicultural Affairs and in conjunction with *Customers' requests*, we will provide translated copies of this *Charter*.



Part A: Definitions

Terms in this *Customer Charter* which have been defined in this section are *italicised*.

“Act” references to the Act relate to the *Water Act 1989* and extend to any amendments or regulations made in accordance with it, and if applicable, to the *Water Industry Act 1994*.

“backflow prevention device” means a device, which must be of a type approved in accordance with The Victorian Plumbing Regulations 1998, used to prevent contaminants being introduced into *Lower Murray Water’s* Water Supply system from a *customer’s* Water system.

“business day” means a day on which banks are open for general banking business in the City of Mildura, in which *Lower Murray Water’s* head office is located, not being a Saturday or a Sunday.

“combined sanitary drain” means privately owned and maintained sanitary drains interconnecting two or more properties that are separately titled, not covered by easements in favour of *Lower Murray Water*, connected to one legal point of discharge

“Commission” means the *Essential Services Commission (ESC)* established under the *ESC Act*.

“complaint” means a written or verbal expression of dissatisfaction about an action, a proposed action, or a failure to act by *Lower Murray Water*, its employees or contractors, and directly relates to the service provided by *Lower Murray Water*, as detailed in this *Customer Charter*. It includes failure by *Lower Murray Water* to observe its published policies, practices and procedures. (see also the definition of *enquiry*).

“customer” means a *person* who is the owner and/or occupier of a *property* which is:

- connected to a potable water main or sewer main owned by *Lower Murray Water*; or
- an occupier of a *property* that is connected to *Lower Murray Water’s* system and is liable for the usage charges; or
- not connected, but having available for connection a water main or sewer branch owned by *Lower Murray Water*, and having paid applicable fees and charges to *Lower Murray Water*; or
- declared a serviced *property* by *Lower Murray Water* in accordance with the *Act*.

Persons who have entered into a separate written agreement with *Lower Murray Water* for *Water Supply* and *Sewerage Services* are also *customers*.

“Customer Charter” means a document that has been prepared by the Corporation to inform its *customers* about the services that it provides.

The enforceability of some matters in the *Customer Charter* is provided in accordance with the *Act* and other related legislation.

“Customer Consultative Committee” (CCC) means a committee of *Lower Murray Water customers*, one *Lower Murray Water* Management Representative and chaired by a *Lower Murray Water* director.

“drought” means a prolonged period of low rainfall resulting in an actual or potential scarcity of water which is notified to *Lower Murray Water* by the relevant *Minister* as being a *drought*.

“easement” means a section of land registered on a *property* title, which gives *Lower Murray Water* the right to use the land for specific purpose/s even though they are not the land owner.

“electronic address” means an email address supplied by a *customer* to *Lower Murray Water* for the purpose of the receipt of bills and other *service* related communications.

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

“emergency” means an unforeseen event which requires immediate attention.

“environmental regulations” means requirements of the Environment Protection Authority and (insofar as they relate to planning and environment matters) of local councils.

“Essential Services Commission (ESC)” has the same meaning as that defined in the *Essential Services Commission Act 2001*.

“EWO(V)” means the Energy and Water Ombudsman (Victoria).

“enquiry” means a written or verbal approach by a *customer*, which directly relates to the provision of the service offered by *Lower Murray Water* as detailed in this *Customer Charter*, and which can be satisfied by providing written or verbal information, advice, assistance, clarification, explanation, or referral about a matter.

Even if at the outset the *customer* expresses dissatisfaction about the matter, unless the approach can be reasonably considered to be a *complaint*, (see definition above), it may be regarded as an *enquiry*, at least originally.

If, following a response to an *enquiry*, the *customer* continues to express dissatisfaction, the matter is regarded as a *complaint*.

“extended sanitary works” means privately constructed, owned and maintained sanitary drains laid across adjoining title boundaries to provide sewer services to a property where no sewer main has been provided by the water corporation for that property

“implied easement” means the area of 1m laterally from any *Lower Murray Water* asset. *Lower Murray Water* has the power in accordance with Section 148 of the *Water Act 1989* to restrict any structure being built or any filling such as concrete, rock or soil being placed on or above an implied easement.

“interruption” means:

- in the case of a *customer’s* water supply, a total loss of water supply by *Lower Murray Water* to the *customer*; or
- in the case of a *customer’s* sewerage service, the *customer* is unable to dispose of sewage through the sewer pipes on their *property* into *Lower Murray Water’s* sewerage system as a result of a failure in *Lower Murray Water’s* sewerage system.

“Lower Murray Water” means the Lower Murray Urban and Rural Water Corporation.

“meter” means an approved apparatus for the measurement of water, *sewage*, *trade waste* and *recycled water*. It may include an integral *backflow prevention device*.

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

“Minister” means the *Minister* administering the Act.

“overflow relief gully (ORG)” means a drain-like fitting located outside of a house or dwelling which allows sewage to overflow protecting the interior of the home if there is a blockage within the sanitary drain or Lower Murray Water sewerage system.

“peak summer demand” means the demand for water during extended periods of hot weather.

“person” also means a body or association (corporate or unincorporated), or a partnership.

“planned interruption” means an interruption which is caused by *Lower Murray Water* to allow *planned works* to be carried out.

“pressure sewer unit” means a privately owned pumping unit which pumps sewage from a serviced property to the Lower Murray Water pressurised sewerage system.

“primary meter” means the first water *meter* installed on land after the water main, whether or not a secondary *meter* is installed on the land.

“private fire service” means that part of any works from the water main of a water corporation to an outlet on a serviced property, where the outlet is designed to supply water to the property for the principal purpose of combating an outbreak of fire on the property, whether or not that part of the works is also connected to another outlet used for purposes other than combating an outbreak of fire.

“property” unless stated otherwise, means the *property* owned and/or occupied by a *customer*.

“property service pipe” means the pipe from *Lower Murray Water's* water main to the *meter assembly*, or to the stop tap near the *property* boundary where no *meter* is fitted, or if the water *meter* is obstructed, or the boundary of the serviced *property* where the *primary meter* is more than two metres inside the *property* boundary.

“public schedule” means the schedule of tariffs and charges publicly announced to *customers* whenever an alteration or addition is approved.

“restriction” means any limitation of a *customer's* water supply. This may be due to a *planned works* program or an *emergency*, water supply management when *Urban Water Restrictions By-Law No.2* is invoked, or as part of actions for non-payment.

“recycled water” means water returned for further use after some type of treatment.

“sanitary drain” means a line of pipe 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 a water corporation.

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

“secondary meter” means the water *meter* installed after the primary *meter* at an individual building if two or more buildings/structures are located on the same land.

“sewage” means any human excreta or domestic waterborne waste, whether untreated or partially treated, but does not include *trade waste* or storm water.

“sewerage services” means those *services* which perform the functions described in the Act.

“sewer main” means the pipe to which all serviced properties are connected by a sanitary drain for the discharge of sewage and trade waste, owned and maintained by *Lower Murray Water*.

“tapping” means the connection and service pipe installed from the water main at the time of development (dry tapping) or the connection made into the reticulated water supply main under pressure (wet tapping).

“trade waste” means any waterborne waste (other than sewage) which is suitable, according to the Trade Waste Guidelines for discharge into *Lower Murray Water* sewerage system and the *Lower Murray Water Trade Waste Customer Charter*.

“Tele TYPewriter (TTY)” means a service to enable a deaf or hearing-impaired person to communicate by telephone through the use of a telephone typewriter.

“unplanned water supply interruption” means an *interruption*, which is caused by a fault in *Lower Murray Water's* system, or a fault which is the maintenance responsibility of *Lower Murray Water*.

“VCAT” means the Victorian Civil and Administrative Tribunal, established by the *Victorian Civil and Administrative Tribunal Act 1998*.

“works” means any operation/s necessary for the effective repair, replacement or construction of water supply and sewerage systems owned by, or under the control of, *Lower Murray Water*.

Part B: Customer Charter Details

1 Customers' rights to connection and service provision

1.1 Obligation to provide service

Subject to the Act and the Customer Service Code, if a customer's property is connected to a system, Lower Murray Water will provide the relevant service in accordance with this Customer Charter.

1.2 Obligation to connect

Subject to the Act, where a person requests connection to a service that is available, Lower Murray Water will connect or approve connection to the person's property within 10 business days, or such later date as agreed, if:

- a) the customer has paid, or agreed to pay, all applicable connection fees; and
- b) the customer has complied with all reasonable terms and conditions of connection we impose.

1.3 Water quality monitoring

Lower Murray Water will conduct a water quality monitoring program and report the results according to the requirements of the Safe Drinking Water Act 2003. In addition, we make the quarterly water quality data available on our website.

1.4 Testing your water quality

Upon request by a customer, Lower Murray Water will test the adequacy of water quality at the meter on the customer's property. These tests may involve some expense to the customer. However, if the quality is found to be below the prescribed standard, we will pay for the cost of the test, and rectify the sub-standard quality, subject to, or except:

- a) when the problem stems from a maintenance problem that is the responsibility of the customer (refer Repairs and replacement in relation to water and sewerage services - refer clause 8)
- b) when the water supply has been restricted (refer clause 13.2)
- c) when Lower Murray Water institutes our drought management procedures
- d) in an emergency.

1.5 Limits on recycled water services

Where Lower Murray Water is able to supply a recycled water service, it may be refused if the customer has either not entered into a recycled water agreement in a form we accept, or otherwise the customer has not received our consent.

We may discontinue a recycled water service if the customer breaches either an agreement or the applicable permitted use rules.

We will advise customers of the standards and requirements necessary for entering a recycled water agreement.

1.6 Permitted use

Lower Murray Water will inform Customers of our required limits on the permitted use of recycled water, non-potable water and our sewerage service that comply with health and environmental regulations.

2 Customers' rights to trade waste services

2.1 Trade waste services

Customers may make use of Lower Murray Water's sewerage services for the discharge of trade waste if:

- a) for major trade waste, a Trade Waste Agreement is signed
- b) we have issued the Customer with a signed Consent to Discharge Minor Trade waste authorisation.

Further information may be obtained from any of our offices.

2.2 Trade waste agreement

Lower Murray Water may enter into a Trade Waste Agreement for the acceptance of trade waste, which does not comply with our trade waste requirements, if the quantity or quality involved does not endanger human life; compromise the safety of a person or our works; cause any significant adverse effects to any part of the environment; or prevent or disrupt the operation of a sewage treatment plant.

2.3 Trade waste standards and requirements

Lower Murray Water will make available, on request, the Trade Waste Customer Charter which advises a Customer of the standards and requirements for establishing a Trade Waste Agreement or Consent to Discharge. We reserve the right to charge an administration fee for this information.

For more information on Trade Waste Services see our Trade Waste Customer Charter on our website.

3 Customers' rights to consultation, information and privacy

3.1 Consultation

Lower Murray Water is committed to involving our customers in issues relating to our services through our Customer Consultative Committee and other forums to gain community input, expertise and advice to our service planning and decision making processes.

A representative sample of customers will be surveyed at least annually about our performance. The results will be available to customers, upon request, and placed on our website.

3.2 Information

Customers may view or obtain the Lower Murray Water Annual Report, and additional information, from our website at www.lmw.vic.gov.au.

3.3 Privacy

Lower Murray Water values and protects the privacy of our customers by:

- a) complying with privacy principles as prescribed by the *Privacy & Data Protection Act 2014*. For more detail on our obligations and customers rights in regard to privacy, a copy of our privacy document titled "Privacy Charter" may be requested or viewed on our website; and
- b) providing customers with 7 days' notice of entry to their land if the customer requires it, except when entry without notice is permitted under the *Act*.

4 Customers' rights to notice of interruption of supply

Service standards outlined below are approved by the *Commission* (see attachment 6).

4.1 Special needs

Lower Murray Water will maintain a register of all customers who are dependent on a recognised life support machine or other vital needs which rely on the supply of water. Any customer in this situation who wishes to be included on our register should contact our office. A customer who is registered will be contacted as soon as possible in the event of an unplanned water supply interruption and given at least 4 business days' notice before a planned interruption, unless a longer period of notice is requested. The longer notice will be given if we are able to accommodate the request. We will assist the Customer in organising alternative arrangements, if requested, and will endeavour to minimise inconvenience.

4.2 Unplanned water supply interruptions

Lower Murray Water aims to minimise the number of unplanned water supply interruptions so that no customer will experience more than five interruptions in a year.

Note

On average in any one year, most properties will not have any unplanned water supply interruptions (see attachment 6).

4.3 Sewer blockages

Lower Murray Water aims to minimise the number of sewer blockages so that no customer will experience more than 3 blockages in a year.

Note

On average in any one year, most properties will not have any sewer blockages (see attachment 6).

4.4 Prompt attendance

Lower Murray Water aims to attend to all water bursts and leaks, sewer spills and blockages within 1 hour of being notified.

Note

In some areas attendance at an interruption within 1 hour of being notified may not be possible if we are responding to a previously notified emergency.

4.5 Restoration

Lower Murray Water aims to restore an unplanned interruption to a water service within five hours of being notified.

We aim to clear a customer sewage blockage in our sewerage pipe, within five hours of being notified.

We aim to contain sewage spills within five hours of being notified.

4.6 Minimising unplanned interruptions

Lower Murray Water will aim to minimise the impact of unplanned interruptions to services by restoring service as soon as possible. We will provide information regarding the interruption on the 24-hour telephone contact service (free call: 1800 808 830).

In the event of planned/unplanned interruptions to Customers' water service, we will provide an emergency supply of water for drinking purposes, upon request.

4.7 Planned interruptions

Some interruptions are necessary to allow the installation of new services or to carry out maintenance works. Lower Murray Water will organise these planned interruptions to occur at times that will minimise disruption for the majority of customers.

If an interruption is planned, we will inform customers when the interruption will occur and how long it is likely to last. Customers will be provided with at least two business days' notice before a planned interruption and four business days for customers dependent on water. (refer clause 4.1).

However, if we are able to commence works earlier, and the customer consents, works may commence prior to the expiry of the notification period.

Notification will be deemed to have occurred when we have hand-delivered a notice to the effected premises, indicating the duration and time of the planned interruption, two business days prior to the planned interruption.

5 Customers' rights and obligations concerning entry to their land

5.1 Entry without notice

Customers are required to allow entry to land that is used primarily for residential purposes, without notice, of any Lower Murray Water Employee or Contractor onto their property for the purposes of meter reading or in an emergency.

5.2 Entry in an emergency

When Lower Murray Water requires access to a Customer's property for an emergency, the customer will be duly notified wherever possible.

5.3 Entry by employee or contractor

Where an Employee or Contractor of Lower Murray Water enters a customer's premises when the premises are unoccupied, except for entry to read a meter stated in clause 5.1 which does not require notice of entry, the

Employee or Contractor will leave a notice stating the time, date and purpose of entry, and their identity.

- 5.3.1 We will not enter a *customer's property*, except between the hours of 7.30 a.m. and 6.00 p.m., unless the *customer* provides consent or in the event of an emergency, or for *trade waste* purposes.
- 5.3.2 Employees or Contractors of *Lower Murray Water* will notify the occupant of a *property* of their entry onto the *property* if the occupant is at home. Employees wear the *Lower Murray Water* uniform, with monogrammed lettering visible. Employees and Contractors will identify themselves by name and produce appropriate identification upon request.
- 5.3.3 We will give 7 days' notice of entry to *customer's* land except when entry without notice is permitted under the Act 1989 (refer also *Privacy* clause 3.3).

5.4 Informing Lower Murray Water

It is requested that *customers* inform *Lower Murray Water* Employees and Contractors of anything on the *property* that may be dangerous, for example a guard dog, or other hazardous situation.

5.5 Customer keys

Where *Lower Murray Water* or its contractors hold keys to a *customer's* premises, these will be held in safe custody and returned to the *customer* upon notification of the *customer's* vacation of the relevant *property*, or if access is no longer required.

6 Rights and responsibilities for water supply and sewerage services

6.1 Emergency contact

Customers may telephone a 24-hour telephone contact service every day of the year to deal with *water*, *sewerage* and *trade waste emergencies*. This *emergency* number is free call: 1800 808 830.

6.2 Installation and connection of services

For installation and connection of services, *Lower Murray Water*:

- a) may request that the *customer* or their agent supply a copy of the title deed or proof of ownership of a *property* prior to authorising connection to a *service*. We reserve the right to request verification from an agent that they are authorised to act on behalf of the *customer*; and
- b) will impose conditions to enable the safe, reliable and financially viable supply of *services*.

6.3 Cost and alterations of connection

The *customer* is responsible for the charges applicable with a connection to a water main or sewer branch owned by *Lower Murray Water*. This charge may include the cost of the water *meter* and tapping.

The *customer* must gain approval from *Lower Murray Water* prior to undertaking any modification, enlargement, relocation, disconnection or alteration of an existing connection, and must meet all costs.

7 Meters

7.1 Measuring water supplied

The supply of water to any *customer* must be measured by a water *meter* supplied by *Lower Murray Water*, unless otherwise agreed.

7.2 Installation

- 7.2.1 On payment of the applicable fee, we will supply the *customer's* plumber with a *water meter*.
- 7.2.2 We retain ownership of *meters* at all times.
- 7.2.3 The *customer* is to engage a plumber licensed by the Victorian Building Authority for the installation of the *meter*.
- 7.2.4 Water meters must be installed within 1m of the front *property* boundary or in any other location approved by *Lower Murray Water*.

7.3 Ensuring access

Customers must provide safe and unobstructed access to meters for reading and maintenance. Where meters are inaccessible *Lower Murray Water* will in the first instance request in writing the removal of the obstruction. Where the obstruction is not removed within reasonable time we may arrange for removal of the obstruction at the owners expense.

7.4 Readings by the customer

- 7.4.1 If *Lower Murray Water* is unable to gain access to read a *Customer's meter*, the *Customer* will be requested to read the *meter* and advise *Lower Murray Water* of the reading. If a *Customer* refuses or fails to read a *meter* when requested to do so, we may make an estimate of the probable reading based on historical data relevant to the *property*, but may exercise our right to require the *customer* to provide access.
- 7.4.2 We will use reasonable endeavours to ensure that all *customer* meters which measures volumetric use for billing purposes have an actual *meter* reading every billing cycle or otherwise at least once every 12 months.
- 7.4.3 If your *meter* is difficult to access, we can, on payment of a fee, arrange for the installation of a remote reading device, which enables us to read your *meter* without entering your property. However we may still need to have access to the *meter* from time to time.

7.5 Meter testing

- 7.5.1 The volume of water supplied by *Lower Murray Water* and registered by a *meter* will be taken to be the amount of water actually supplied unless there is evidence that a materially different volume was supplied.

7.5.2 At the *customer's* request, and within 10 *business days*, we will, at the *customer's* expense, and in accordance with an approved method, test the accuracy of the water meter relevant to the *customer's property*. If the meter is found to be inaccurate, i.e. registering a variation of 4 % or more, above or below the actual volume of water passing through it, we will replace the meter at our expense. If the water meter is proven to be greater than 4% fast, we will refund the cost of the test. The *customer* will be provided with a written test result within five *business days* from the completion of the test.

7.5.3 If the meter has tested inaccurate, in accordance with clause 7.5.2, it will be deemed that a different volume of water has been supplied. If the inaccuracy has resulted in overpayment by the *customer*, we will calculate the amount of water supplied on past billing history (refer clause 11.4) and, in consultation with the *customer*, come to a mutually agreed estimate of the amount of water that was supplied, and will refund the overpayment, in accordance with clause 11.3.

7.6 Estimated meter readings

If a meter is found to be inoperative, an account for volumetric use will be estimated, based on historic consumption. If the meter is inoperable due to normal wear and tear, i.e. not due to wilful damage caused by the *Customer*, Lower Murray Water will replace the meter at no expense to the *Customer*.

7.7 Meter damage

Lower Murray Water may charge *customers* for repair or replacement of the meter assembly on the *customer's property* where the meter assembly sustains damage other than could be reasonably expected through normal wear and tear, or as a result of vehicular or mechanical damage.

Customers must notify Lower Murray Water of the loss or damage to a water meter installed on their *property* (whether rented/leased or owned by the occupant) within two (2) business days after first becoming aware of the loss or damage.

8 Repairs and replacement of services

8.1 Water service maintenance

8.1.1 Who is responsible?

- a) Lower Murray Water is responsible for maintenance (repairs and/or replacement) of the *property service pipe*, which includes all fittings up to and including the primary meter assembly, provided that the primary meter is not located more than two metres inside the *property boundary* and is unobstructed or if no meter is installed, to the *property boundary*. This is the area shown in **dark blue** on pages 18 & 19.

Note

Where a meter is located more than two metres from the *property boundary* we will only accept maintenance responsibility up to the *property boundary*.

We will not accept maintenance responsibility for *property service pipes* which includes all fittings up to and including the primary meter assembly where the damage is proven to have

been caused by willful acts or as a result of vehicular or mechanical damage.

It is the *Customer's* responsibility for the installation, maintenance, repair and replacement of any meter pit, pit lid or meter cage or covering to ensure safety and secure access.

- b) We are not responsible for maintenance of private fire services, private extensions or trunk services or property service pipes from private extensions. This includes the domestic / drinking water supply pipe if it is connected to a private fire service see page 20 for area of responsibility.
- c) We will only accept responsibility for maintenance, in reference to (a) above, for a maximum of 60 metres, provided that the service pipe is in a road reserve.
- d) Where a primary meter is installed servicing secondary meters to multiple *properties*, we are responsible for maintenance (repairs and/or replacement) of the *property service pipe*, which includes all fittings up to and including the primary meter assembly provided that the primary meter is not located more than two metres inside the *property boundary* and is unobstructed or if no meter is installed, to the *property boundary*. This is the area shown in **dark blue** on pages 18 & 19.
- e) We will accept responsibility for maintenance (repair and/or replacement) of galvanised *property service pipes* which includes all fittings up to and including the primary meter assembly, provided that the primary meter is not located more than two metres inside the *property boundary* and is unobstructed or if no meter is installed, to the *property boundary*. This is the area shown in **dark blue** on pages 18 & 19.

8.1.2 Reporting leaks

Lower Murray Water requests that *Customers* report any water leaks on our side of the meter without undue delay, in order to minimise damage and to save water, for the benefit of the whole community.

8.2 Backflow prevention

Lower Murray Water may give written notice to the owner of a serviced property requesting the owner to arrange for a plumber to install a backflow prevention device to the private supply works or a private fire service. The owner of the *property* must comply with such notices within the timeframe specified in our letter. We require that backflow prevention devices be tested annually and the owner of the *property* must comply with any such notice within the time frame we specify. The testing must be carried out by the *property owner's* licenced plumber. We will send out one written notice when testing is due each year. Should the device be found to be faulty the owner of the serviced *property* must arrange for the repair and replacement of the device.

The *Customer* is responsible for preventing contamination of our water supply system by installing and maintaining an approved backflow prevention device downstream of the meter, with the following exceptions:

- a) we will provide *customers* who are classified low hazard, and who have a 20mm or 25mm meter which requires replacement, with a meter that incorporates an integral backflow prevention device, this generally includes all residential *properties*

- b) new services requiring a 20mm or 25mm *meter* will have an integral low hazard *backflow prevention device*
- c) we are responsible for the maintenance of any *backflow prevention device* which is integral to the water *meter*. Our Backflow Prevention Containment Policy can be found on our website.

We are responsible for the maintenance (repairs and/or replacement) of the pressurised sewerage rising main, the *property* boundary kit and valve box. See diagram on page 22.

The *property* owners Plumber must immediately notify *Lower Murray Water* if the issue is determined to be associated with the section of drain that we are responsible for maintaining.

The *customer* is responsible for maintenance to all plumbing pipes and fixtures serving the *customer's property* beyond our maintenance responsibility this being the area shown in **green** on pages 18 & 19.

Note
Contact our office for information on the maintenance responsibility where two *properties* share a combined drain.

All plumbing works on pipes or fixtures, connected to our water or sewer system, which are the *customer's* maintenance responsibility must, in accordance with the Act, be conducted by a licensed plumber.

Owner's Plumber must contact our emergency contact number if outside of normal business hours.

8.3 Clearance of sewerage blockages

8.3.1 It is the *customer's* responsibility to engage the services of a registered plumber to rectify sewer blockages which may occur within the *sanitary drain*.

8.3.2 If a blockage in a *customer's* sanitary drain is found by their plumber to be due to failure in *Lower Murray Water's* area of sewerage responsibility, we will investigate and if verified, pay the plumber a one hour service charge. This payment is subject to the plumber notifying *Lower Murray Water* prior to the commencement of works. If the blockage occurs outside of business hours, a call must be made to our call centre and registered.

8.4 Repairs and replacement in relation to sewerage services

8.4.1 Who is responsible?

Lower Murray Water is not responsible for the maintenance, repairs or replacement of any extended sanitary drain or combined sanitary drain. The owner/s of a *property* connected to the sewer main via an extended sanitary drain or combined sanitary drain (including those of an owners corporation) are responsible for the maintenance, repairs and replacement of the drain up until our area of responsibility.

We are responsible for the maintenance (repairs and/or replacement) of the sewer main, the Oblique Branch {OB} and a prescribed section of drain which connects the serviced *property* to the sewer main as described below. This prescribed section of drain is also depicted in **dark blue** on pages 18 & 19 and on page 21.

- a) Where the sewer main is located outside the boundary of the serviced *property*, we are responsible for all pipes and fittings:
 - i) from the sewer main up to and including the inspection opening, but not more than 1 metre inside the boundary of the serviced *property*; or
 - ii) up to 1 metre inside the serviced *property* boundary if no inspection opening is installed.
- b) Where the sewer main is located within the boundary of the relevant serviced *property*, we are responsible for all pipes and fittings:
 - i) from the sewer main up to and including the inspection opening; or
 - ii) if no inspection opening is installed up to 1 metre from the side of the sewer main facing the centre of the relevant serviced *property*.
- c) *Property* owners are responsible for the maintenance, running costs, repair and if necessary the replacement of their pressure sewer unit and any associated pipework up to the *property* boundary kit.

8.4.4 Reporting spills

We request that the *Customer* report *sewage* spills from *Lower Murray Water's* sewer system without undue delay in order to minimise damage.

8.4.5 Ensuring access

Some of our sewer mains, maintenance holes and inspection shafts are located within private *property* and, in these instances, the sewers and access structures remain the *property* of *Lower Murray Water*.

The *customer* must allow access to sewers and access structures located within private *property* by *Lower Murray Water* Officers and Contractors, in accordance with section 5 of this *Customer Charter*.

Customers must not obstruct or cover any of our access structures located on private *property*. Our access structures are protected by either an *easement* listed on the *property* title or by an *implied easement*.

8.4.6 Overflow Relief Gully (ORG)

The *property* owner is responsible for ensuring that their home is fitted with a properly designed and operational ORG and / or reflux valve as per AS/NZS 3500. (**ORG's and Sewage Spills** Fact Sheet is available on our website).

8.5 Building over water and sewerage services and alteration to works

8.5.1 *Customers* must not, without the consent of *Lower Murray Water*, build any structure or place any filling such as concrete, rock or soil over an *implied easement* or *easement* listed on a *property* title for sewerage, water, pipeline or ancillary purposes. *Customers* should contact *Lower Murray Water* prior to undertaking such work, which may interfere with our infrastructure. Where any filling or structure has been installed with our consent, we may on request require the *customer* to remove such filling or structure as a condition of consent. Additional information with respect to *works over easements* can be found on our website.

8.5.2 In instances where a structure or any filling has been installed over an *easement* or an *implied easement* without our consent, we may require the *Customer* to remove the structure or filling at their own cost. Should the *Customer* fail to comply with our request, we may take action as authorised in accordance with the *Act*.

Note

We will not be responsible for the reinstatement of any filling or structures installed over an *easement* or *implied easement*.

8.5.3 *Customers* must not alter any works connected to our infrastructure without our prior written consent.

8.5.4 We will not allow an owner of a serviced property to place any structure over an adjoining property's sanitary drain within our area of responsibility as depicted in drawings on page 23.

8.6 Defective work

8.6.1 *Customers* are responsible for the maintenance of their water supply and/or sewerage service to the designated points of connection with *Lower Murray Water's* infrastructure. If we become aware of the presence of any defective, ill-maintained or improper work forming part of any *customer's* water or sewerage services which, in our opinion:

- impairs the effective operation of the system (such as any defective *backflow prevention device*); or
- discharges stormwater into our system; or
- wastes water from leaking taps or pipes
- causes a safety risk to the public or to staff of *Lower Murray Water* in carrying out their duties

We may serve a Notice to Repair under section 150 of the *Water Act 1989* on the *customer* requiring the rectification of any such defect or improper work, at the *customer's* expense. The remedial work is to be completed within 48 hours, or such longer period as stated in the notice. We may impose penalties in accordance with the *Act* for non-compliance.

If the terms of the notice are not complied with, we may undertake to remedy the defective or improper work, and in accordance with the *Act*, may enter a *customer's property* to carry out such work. *Customers* will be charged reasonable costs we incur in rectifying the defective or improper work.

8.6.2 If we have been advised that the *property* is occupied by a tenant, a copy of the notice will also be forwarded to that tenant.

8.6.3 New Sewer works within our area of responsibility.

Any plumbing works/repairs carried out in our area of responsibility shall be in accordance with the AS3500 Plumbing & Drainage Code, *Water Act 1989* and the requirements of *Lower Murray Water* and the Victorian Building Authority.

All licenced plumbers at the completion of plumbing works that connect to the corporation's water and sewerage infrastructure must complete a Victorian Building Authority (VBA) compliance certificate. This compliance certificate carries, for a set time, a guarantee for all plumbing works which has been lodged with the VBA and a copy given to the *customer*.

Should a licenced plumber not comply with the requirements of a compliance certificate guarantee and the AS3500 Plumbing & Drainage Code, a complaint can be made to the VBA by visiting their website at www.vba.vic.gov.au or contacting 1300 815 127.

8.7 Disconnection

8.7.1 *Lower Murray Water* may disconnect a *property* from our system if the owner/occupier has failed to comply with a notice from *Lower Murray Water* to:

- a) remedy a breach of the *Act*, or satisfy a requirement made by *Lower Murray Water* in accordance with that *Act*; or
- b) disconnect the *property* from our system.

8.7.2 In accordance with the *Act*, a *customer* who owns a *property* may, with our consent, cause to disconnect the *property* from the water main or sewer branch to which it is connected.

Note

Disconnection of the *property* from the water main or sewer branch can only be carried out by *Lower Murray Water* or a licenced plumber.

8.7.3 We may not consent to disconnection if we believe that disconnection of the *Customer's property* from its water or sewerage systems would endanger public health, the environment or any other affected persons.

8.8 Reconnection

Lower Murray Water must 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 *Lower Murray Water*; and
- c) payment by the *Customer* of any reasonable charge imposed by *Lower Murray Water*.

8.9 Damage to Customer's property

8.9.1 Where works are undertaken on a *customer's property*, *Lower Murray Water* will aim to minimise damage and reduce inconvenience, and will undertake reasonable restoration of damage. Our Employees or Contractors will only stay on the *property* as long as is reasonably necessary.

8.9.2 If a *sewage spill* occurs on a *Customer's property* due to failure of our system, we will minimise damage, reduce inconvenience, clean up and disinfect the affected area, to the condition it was before the incident.

8.9.3 *Customers* whose *property* suffers damage as a result of our operations may seek compensation as specified in the *Act*.

8.9.4 We will not accept responsibility for any damage or defective work caused by a *Customer*, refer 8.6.1 or for illegally-connected services.

8.10 Safety fencing and lighting

Where any soil or pavement on any street has been excavated or broken up by *Lower Murray Water*, the area will be properly fenced and lit so that it does not constitute a public hazard. This will be carried out in accordance with Vic Roads' Road Works Signing Code of Practice and relevant Occupational Health & Safety Regulations, or other required safety standards.

8.11 Removal of trees

- 8.11.1 If *Lower Murray Water* decides that tree/s on a property are obstructing or damaging our water or sewerage system, or is likely to do so, it may require the property owner to remove the tree/s pursuant to the Act.
- 8.11.2 We will first give the property owner 7 business days' notice, in writing, of the requirement to remove the tree/s. If the property owner believes that our decision is unreasonable, or is unable to reasonably comply within the timeframe, the property owner may, within the 7 day period, apply to have the decision reviewed.
- 8.11.3 If, upon review, it is decided that the tree/s are to be removed, and the property owner still does not agree with this decision, the property owner may further appeal to VCAT to have the decision reviewed at a higher level.
- 8.11.4 If the property owner does not apply to VCAT, yet does not remove the tree/s, then notice may be given to the property owner that if the tree/s are not removed within 21 days, we will remove the tree and recover reasonable costs of removal from the property owner.
- 8.11.5 If we have been advised that the property is occupied by a tenant, a copy of the above notice will also be forwarded to that tenant, for information.

9 Customers' rights to assistance

9.1 Enquiries

- 9.1.1 *Lower Murray Water* will address all enquiries and requests for assistance in a timely, courteous and helpful manner. The customer will be informed of the name/s of our Employee/s handling their enquiry.
- 9.1.2 A customer may make a verbal enquiry about an account, payment options, concession entitlements, or any other information about our services, by telephoning or attending any of our offices during our normal business hours. Where possible, enquiries will be answered at once, whilst the customer is either on the telephone, or is present in person. If it is not possible to complete the response to a verbal enquiry at the time of contact, the customer:
- may be asked to put their enquiry in writing; and
 - will be told when they can reasonably expect to receive a reply.
- 9.1.3 Customers making written enquiries can expect prompt and clear answers. If a customer asks for a written reply, we will send a response to the customer within 10 business days of receiving the enquiry. If the customer does not ask for a written reply, we may respond to the enquiry by a telephone call, and will do so in a timely manner. Whether written or verbal, the response will either:

- deal with the substance of the enquiry; or
- acknowledge the receipt of the enquiry and, if the enquiry is complex, inform the customer when they can reasonably expect to receive such a reply.

- 9.1.4 If a customer asks for information that does not relate to a service provided by *Lower Murray Water*, suggested external avenues of enquiry shall be provided.

9.2 Requests for information

- 9.2.1 *Lower Murray Water* will store the records of the last 3 years of a customer's consumption history in such a way that information can be provided quickly, and at no cost to the customer, during a telephone enquiry. For consumption history beyond 3 years, we may apply an administrative charge.
- 9.2.2 We will, upon request, provide customers with information regarding the following:
- the Customer Charter
 - the results of the annual Customer survey
 - the results of its water quality monitoring program
 - Lower Murray Water's* water quality improvement programs
 - water conservation strategies and initiatives
 - current Schedule of Tariffs and Charges
 - current lists of local offices and emergency telephone numbers
 - any regulations or by-laws, other than primary legislation, under which we operate.

- 9.2.3 We will provide customers with special communication needs access to language interpreter and Tele Typewriter (TTY) services for speech and hearing impaired Customers, regarding our services.

For language interpreter services Customers can call 13 14 50.

Customers who are deaf or have hearing impairment or a speech/communication impairment may contact our office by calling through the National Relay Service (NRS) using modem or text phone (TTY) by dialling 133 677 and quoting 03 5051 3400.

9.3 Customer complaints

- 9.3.1 Complaints may be lodged by telephone or in writing to any of our offices. Any complaint will be initially dealt with by the appropriate section who will offer a solution under the direction of the section manager. If a written reply is requested, we will take no more than 10 business days to respond to an enquiry or complaint.
- 9.3.2 If the solution or action taken does not satisfy the complainant, the matter will be referred to the Managing Director for review. The Managing Director will ensure that the complaint has been properly investigated and that the final decision has taken into account the customer's rights and obligations. The reply will inform the customer of the actions or decisions taken by *Lower Murray Water* and the reasons for these decisions, including any legislative or policy basis for them, if appropriate.

The complaint review will be conducted in accordance with the procedures for enquiries, as set out above.

- 9.3.3 In the event that the complaint is still not resolved, the matter will be considered to have become a dispute. We will inform the *customer* that they may refer the matter to an external body, for dispute resolution. Such bodies include EWO(V) (free call: 1800 500 509), VCAT or Consumer Affairs Victoria. We will advise the *customer* how they may contact these bodies.
- 9.3.4 Debt recovery action directly related to the *complaint* will be suspended by *Lower Murray Water* until the dispute has been resolved.

9.4 Complaints by Lower Murray Water

If *Lower Murray Water* believes a *customer* has breached any of the obligations described and explained in this *Charter*, we may take action under the *Act* and/or by other legal means.

9.5 Complaints records

Lower Murray Water keeps a record of all *complaints* made, the action taken to achieve their resolution, and our responses to the *complaints*.

9.6 Resolution of disputes

A dispute is considered to be resolved if *Lower Murray Water* has informed the *customer* of the decision on the *customer's complaint* and the outcome of any review, and 10 *business days* have passed during which time the *customer* has not:

- a) sought a further review of the *complaint*; or
- b) lodged a claim in an external dispute resolution forum.

10 Charges and methods of billing

10.1 Liability for charges

- 10.1.1 *Customers* are liable for, and required to pay, the appropriate fees and charges for the services applicable. Fees and charges are determined by the *Commission* and the *Act*, as applicable.
- 10.1.2 In accordance with the *Residential Tenancies Act 1997*, residential tenants or caravan park residents are only liable for any water usage if:
- a) their supply of water is measured by a separate *meter*; and
 - b) the owner or their agent has notified *Lower Murray Water* that they occupy the premises. In the event that the owner or their agent does not provide notification, we will accept notification from the *property owner* or their agent; and
 - c) we have read the *meter* on receiving the above notification.

Otherwise the *property owner* is liable for any water usage charges.

10.2 Contribution to new works

- 10.2.1 In accordance with section 268 of the *Act*, if *Lower Murray Water* intends to provide new or improved services which will benefit a *property*, we may require the *property owner* to contribute to the cost of any related works.
- 10.2.2 Where this occurs, we will give the *property owner* a notice setting out:
- a) the amount payable; and
 - b) the reason why payment is required; and
 - c) details of the new works or *services* that will be provided; and
 - d) details of the owner's right to object to the payment.
- 10.2.3 Where we offer the option of payment by instalments, this will be in accordance with the Consumer Credit Code.

10.3 Tenancies

10.3.1 Residential Tenancies – Occupying & Vacating a Premises

In accordance with the *Act* and the *Residential Tenancies Act 1997*, residential tenants, caravan park or movable dwelling residents who occupy a separately-metered *property* are liable for water usage during the period of the occupancy. The tenant will be responsible for usage from the time the reading of the *meter* is recorded after notification is received from the *property owner/agent* of the tenant commencing occupation of the *property*.

If a *property owner/agent* fails to notify *Lower Murray Water* of a tenant occupying the *property*, the *property owner* will be liable for the cost of all water supplied to the *property* since the *meter* was last read.

Tenants are required to give our office at least 48 hours' notice before vacating a *property*. If a residential tenant vacates a *property* and fails to provide notice within 48 hours of vacating the *property*, the tenant or resident will be liable for the cost of all water supplied to the *property* until:

- a) We next record the reading on the *meter*; or
- b) the end of the billing period in which the vacation occurred.

We will read the *meter* within 48 hours of being notified of a vacation or occupation of a *property*.

10.3.2 Commercial Tenancies

In accordance with the *Act* any charges on a *property* outside of the *Residential Tenancies Act 1997* remain a charge on the *property*.

Any agreement that a Commercial *property owner* has with their tenant to pay our charges, including tariffs or water usage, remains an agreement between the two parties and not an agreement with *Lower Murray Water*. Any charges on the *property* are the sole responsibility of the owner/s of the *property*.

Where a Commercial *property owner* nominates a tenant to receive the account the *property owner* remains liable for any unpaid monies. We are not

responsible for any agreement commercial *property* owners enter into with their tenant about recovering costs.

10.4 Special meter readings

Lower Murray Water will, upon request from the *customer*, determine the *customer's* outstanding charges outside of the normal billing cycle within the period (if any) specified by water law.

We may calculate the outstanding charges by:

- a) arranging for a special *meter* reading at a reasonable charge payable by the *customer*; or
- b) where permitted by water law, provide an estimate bill at no cost to the *customer*.

10.5 Variation of charges

Lower Murray Water reserves the right to vary fees and charges from time-to-time in accordance with the relevant determination of the Commission.

We may calculate a pro rata charge to effect a variation in charges, where the variation date falls within a billing period.

10.6 Notification of charges

Lower Murray Water will notify *customers* of our fees and charges annually, and if there are any changes to the Public Schedule. We will make a public statement detailing any change in charges, prior to the change taking effect. In addition these changes will be available on our website.

10.7 Accounts

10.7.1 Accounts are rendered on a quarterly basis except where a *customer* vacates during a billing cycle.

10.7.2 *Lower Murray Water* may, by negotiation, agree to bill more frequently commercial *customers* who incur high:

- a) water usage; or
- b) *trade waste*; or
- c) *sewage* discharge.

10.7.3 Accounts are rendered following the reading of a *customer's* *meter*.

10.7.4 We may send the *customer's* bill to:

- a) the physical or electronic address specified by the *customer*; or
- b) a *customer's* agent, at the physical or electronic address specified by the *customer*, if the *customer* has made a written request to *Lower Murray Water*; or
- c) any person authorised to *Act* on behalf of the *Customer*, at the physical or electronic address specified by that person.

If no address has been specified, we may send the bill to the physical address of the *property* in respect of which the charges have been incurred, or to the *customer's* last known address.

10.7.5 If the *customer* does not notify *Lower Murray Water* of a change of address, the account will be treated as having been delivered if sent to:

- a) the *property* to which the services are available or provided; or
- b) the *customer's* last known postal address.

10.7.6 *Customers* can expect to receive accounts that are legible, clear, itemised and will include information as detailed below, where applicable:

- a) date of issue
- b) the *customer's* billing address and account number
- c) the address of the *property* at which the charges have been incurred
- d) enough information for the *customer* to verify that the charges on the account are correct and to show how they were calculated
- e) the date and result of the current *meter* reading or, if the reading is an estimation, a clear statement that the reading is an estimation
- f) the volume of water and the usage period for which the *customer* is being charged
- g) the amount the *customer* is required to pay, and the due date by which the *customer* is required to pay it
- h) the ways in which *customers* can pay the account and information about help which may be available if a *customer* is experiencing difficulties in paying
- i) a telephone number for enquiries about the account, and also a 24 hour *emergency* service number
- j) interpreter and TTY *service* telephone numbers
- k) for domestic *customers*, information on concessions available to some *customers*
- l) any outstanding credit or debit from previous bills
- m) periodic total of payments made by the *customer* since last bill was issued
- n) for all *customers*, their daily average rate of water use at the *property* for the billing period
- o) graphical illustration of the *customer's* current usage which gives a comparison to the consumption for the same quarter of the previous year. Tenants will receive a graphical illustration of current usage after residing for two complete quarters in the same premises
- p) if we intend to charge interest on outstanding amounts, a clear statement of the rate of interest and from what future date it is applied.

10.7.7 Interest and other charges

We may charge interest on outstanding amounts from the date the debt becomes overdue up until the date that all unrecovered amounts are paid in full. Both days are inclusive.

The interest charged will be as per the Annual Rate set by the *Commission* each May based on the 10 year Australian Commonwealth Bond Rate plus a margin to be determined by the *Commission*.

Subject to the *Act*, where a *Customer* is liable to pay *Lower Murray Water* an amount in relation to a *property* owned by the *customer*, that amount is a charge on that *property*.

We will charge interest on owner-financed schemes in accordance with the *Act*.

We will not charge a *customer* interest on unrecovered amounts if the *customer* is the holder of an eligible concession card.

10.8 Presentation of charges

10.8.1 An account issued by *Lower Murray Water* will separately itemise each charge, including:

- a) any *service* charge to the *property*
- b) the usage charge for the *property*
- c) any other charge in conjunction with the provision of the *services* provided
- d) any interest payable on outstanding amounts
- e) any rates and other charges.

10.8.2 Some of the information contained in clauses 10.7.6 and 10.8.1 may not be included in a reminder or final notice, as the *customer* will have previously received a complete account.

11 Paying the account

11.1 When payment is due

11.1.1 *Customers* may query their account by visiting or contacting any of our offices.

11.1.2 A *customer* must pay the amount set out in an account within 28 days of receiving the account, unless:

- a) another arrangement is made, as in the case of payment difficulties (refer clause 12.2); or
- b) there is a complaint over payment in progress, in accordance with clause 9.3 of *Customer Complaints*, which has not been resolved. In this case the *customer* must pay any amount owed which does not directly relate to the *complaint*.

11.1.3 A *Customer* is presumed to receive an account four *business days* after it is sent to their recorded address and has not been returned unclaimed.

11.2 How payment can be made

11.2.1 *Customers* may pay an account:

- a) by electronic means, via the internet or phone (as per the remittance advice at the bottom of the *customer's* account); or
- b) by direct debit; or

c) through a provider of income support
e.g. Centrelink; or

d) in person:

- at a post office or licensed postal agency; or
- at any of our offices (ref. p. 1); or

e) by mail to any of our offices.

We do not require *customers* to agree to direct debit as a condition of *service*.

11.2.2 Where a *customer* is to be absent for long periods, and is unable to arrange payment by one of the above methods, we will offer payment-in-advance facilities, and redirection of the *customer's* account, as requested by the *customer*, in writing. If requested, an estimate of the current account will be provided at no cost to the *customer*.

11.3 Account overcharging, error and retrospective charging

11.3.1 If there is an error made in the charge to a *customer* that results in the *customer* paying less than the correct amount, the outstanding amount may be recovered by *Lower Murray Water*. The request for payment, with all relevant details, will normally be advised with the next quarterly account. The *customer* will not be charged interest on the amount undercharged. The amount to be recovered is limited to the amount undercharged in the 12 months prior to *Lower Murray Water* notifying the *Customer* that undercharging has occurred.

We will send an accompanying letter explaining the details of the undercharge.

We will allow *Customers* to pay the amount to be recovered over a time period equal to the period in which undercharging occurred, up to a maximum of 12 months, and also will allow the amount to be recovered through a flexible payment plan in accordance with clause 12.1.

11.3.2 Where we have undercharged a *customer* as a result of the *customer's* illegal use of water, we may estimate, in accordance with water law, the amount of water for which the *customer* has not paid and, where necessary, take debt recovery action including restriction for the unpaid amount.

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

11.3.4 If we overcharge a *customer*, we will inform the *customer* within 10 *business days* of becoming aware of the overcharge. We will credit the *customer's* account for the amount overcharged, or apply the overcharged amount to any arrears on the account. However, if the overcharge is of a substantial nature, then a refund to the *customer* will occur.

11.3.5 We have the discretion to waive or defer payment due to it on matters it thinks appropriate.

11.4 Billing history

Lower Murray Water will, on request, provide a *customer*, or their authorised representative (in writing), with copies of any documents it has concerning the *customer's* billing history.

For billing history beyond 3 years, we will apply an administrative charge.

We 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 our Family Violence policy and the refusal is not in breach of law.

11.5 Statement of outstanding charges (Information Statements)

On request, for a fee, *Lower Murray Water* will provide an Information Statement in relation to a *property*. The application process and issue of the Information Statement will be in accordance with Section 158 of the *Act*. *Customers* need to allow a minimum ten working days for processing, from the date we receive the completed application.

11.6 Concessions/Assistance

Customers who hold, for example, a Pensioner Concession Card, Health Care Card or Repatriation Health Card (Veteran, TPI or War Widow) may be eligible for government-funded concessions on some charges. For details of eligibility, *Customers* may contact their local *Lower Murray Water* office.

11.7 Late payment

On a quarterly basis, if a *customer* has outstanding tariffs or charges after the due date of the reminder notice has elapsed, *Lower Murray Water* will issue the *customer* with a final notice. To cover the administrative costs associated with the production of this notice a fee is charged to the *customer*, except where the *customer* is the holder of an eligible concession card. This fee is reviewed annually.

11.8 Dishonoured payment

If a *customer* pays by cheque, direct debit or any electronic method, and the cheque, direct debit or electronic payment is not honoured for any reason, *Lower Murray Water* may on-charge that *customer* the administrative fee charged by a bank or collection agency. *Customers* whose payments are repeatedly dishonoured may be required to make their payment by cash, bank cheque or money order. Payment by personal cheque may be permitted if the *customer* agrees to pay for a special clearance of the cheque.

12 Payment plans and customers experiencing hardship

12.1 Flexible payment plans

Lower Murray Water will make flexible payment plans available to *customers* in accordance with the *customer's* capacity to pay. Flexible payment plans offered will:

- a) state how the amount of payments has been calculated
- b) state the period over which the *customer* will pay the agreed amounts
- c) specify the amount to be paid
- d) be able to be re-negotiated at the request of a *customer* if there is a demonstrated change in circumstances

- e) be confirmed in writing to the *customer* prior to, or as soon as practicable after, the flexible payment plan commences.

We are 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, or unless the *customer* provides a fair and reasonable assurance (based on the circumstances) to *Lower Murray Water* that the *customer* will comply with the plan.

12.2 Payment difficulties

12.2.1 *Lower Murray Water* has a range of options to assist *customers* experiencing hardship in paying accounts. A *customer* is entitled to information on these options and, where eligible, to be considered for such assistance.

12.2.2 A *customer* who has difficulty paying their account, or whose account is in arrears, may request that they wish to pay the account by instalments. We will offer a flexible payment plan which is consistent with the *customer's* capacity to pay, unless:

- a) the *customer* has the capacity to pay their accounts and any arrears without an instalment plan; or
- b) the *customer* has previously failed to comply with two instalment payment plans in the last 12 months, in which case we are only required to offer another instalment plan if there is a reasonable chance that the *customer* will comply with it.

Under an instalment plan, the *customer* pays an amount each instalment period. Our offer will be in writing, and sent to *customers* within 10 *business days*, stating the proposed period over which the *customer* will pay by instalments, the instalment amount and how the amount of payments has been calculated.

12.2.3 In addition, we will:

- a) offer to extend the due date for some or all of an amount owed; or
- b) at its discretion, waive or suspend interest payments on outstanding amounts; or
- c) refer *customers* to government assistance programs (including the Utility Relief Grant Scheme), or to no-cost independent financial counsellors; or
- d) redirect the bill to another *person*, provided that *person* agrees in writing.

At the request of the *customer*, we will re-negotiate a payment plan if there is a demonstrated change in their circumstances.

12.3 Customers experiencing financial hardship

The *Lower Murray Water* Hardship Policy has been developed to ensure an acceptable level of *service* is delivered with maximum respect to *customers* who are experiencing financial hardship.

Customers experiencing financial hardship can contact our office (ref. p. 1) for information on how we can assist.

A copy of our Hardship Policy can be obtained at any of our offices (ref. p. 1), or on our website.

12.4 Customers experiencing Family Violence

Family Violence is a serious issue that poses substantial risk to the health and wellbeing of our communities. As an essential service provider, we actively endorse measures to support our *customers* and staff experiencing family violence.

We understand the complexity of Family Violence and awareness training is provided to all of our staff with specialised training provide to our Customer Support Team. The training is supported by Policies and Guidelines.

We will support our *customers* who have identified as experiencing family violence by:

- a) providing information on financial relief available
- b) providing information on referral services
- c) ensuring confidentiality and privacy of your details
- d) providing a single point of contact for ongoing *customer* support
- e) support through our Hardship Program
- f) acknowledging that debt may have accumulated through a joint account. In such circumstances each case is considered and assessed independently.

We recognise that our employees may also be affected by Family Violence and we support our employees by:

- a) providing a supportive work environment
- b) providing specialised training to our People Managers
- c) providing special leave arrangements
- d) providing information on referral services.

12.5 Reducing future accounts by saving water

12.5.1 *Customers* who have difficulty paying accounts may consider reviewing water usage, as wise use of water can reduce a *customer's* water consumption charge.

12.5.2 *Lower Murray Water* develop and implement programs for the conservation and efficient use of water. Details of these programs are available on our website at www.lmw.vic.gov.au or by contacting our office.

12.5.3 We will provide information to *customers*, upon request, about the lawful and practical possibilities for the reuse of water.

13 Actions for non-payment

13.1 Recovery action

13.1.1 *Lower Murray Water* may take debt recovery action if an account is not paid. This may include referral to a debt collection agency, legal action or restricting a *customer's* water supply.

13.1.2 We will not take debt recovery action unless a *customer*:

- a) fails to pay an account by the due date; and
- b) is sent a reminder notice, in the same manner in which the account was sent; and
- c) is then sent a final notice. This notice shall:
 - advise the *customer* that the bill is overdue, and explain debt recovery actions which may be taken

- inform the *customer* having difficulty paying the account that contact should be made with *Lower Murray Water*

- allow the *customer* a minimum of five *business days* to pay the account once they are deemed to have received it

- specify any assistance that is available to the *customer* including information about instalment plans, our Hardship Code of Practice and EWO(V) (free call: 1800 500 509)

- caution that, if legal or *restriction* action is taken, the *Customer* may incur additional costs in relation to those actions

- d) fails to pay by the last day for payment of the final notice, except where the last day for payment is a public holiday, or on a weekend, when payment must be made by the next *business day*

- e) specifies that we 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*)

13.1.3 *Customers* are presumed to have received a final notice four *business days* after it is sent to their notified address.

13.2 Restriction of water supply

Lower Murray Water may restrict the supply of water to a *customer* if:

- a) we believe that private works for the supply of water to the *customer* do not comply with regulations made in accordance with the *Building Act 1993*; or
- b) the *customer* has breached any provision of the *Act* dealing with the use or taking of water; or
- c) following the expiry of the 7 day Notice of Entry notice (ref 5.3.3) the *customer* has refused entry to an Employee or Contractor of *Lower Murray Water* who was investigating such a breach; or
- d) the *customer* has failed to pay an account, contrary to clause 11; or
- e) the *customer* has received (hand delivered) a 7 day *restriction* notice containing information on flexible payment plans, and has failed to respond; or
- f) the *customer* has agreed to a flexible payment plan and has failed to comply with the arrangement.

13.3 Limit on restriction and legal action

13.3.1 *Lower Murray Water* must not commence legal action or take steps to restrict a *customer's* service due to non-payment if:

- a) the amount owed by the *customer* is less than \$200, unless the *customer* has failed to pay consecutive bills in full over a period of not less than 12 months; or
- b) a reminder notice has not been sent; or
- c) the *customer* has not been advised, via message on a final notice, of the option to contact our office if they wish to arrange a payment schedule; or

- d) a 7 day *restriction* notice has not been hand delivered; or
- e) the *customer* has agreed to an instalment plan, or other alternative payment arrangement, consistent with the *customer's* capacity to pay; or
- f) the *customer* is eligible for, and has lodged, an application for a government-funded concession relating to amounts charged by *Lower Murray Water* and the application is outstanding; or
- g) the *customer* has made an application under the Utility Relief Grant Scheme and the application is outstanding; or
- h) there is a dispute between the *customer* and *Lower Murray Water* about the amount unpaid, which has not been resolved as set out in clause 9.3.3. However, *restriction* may result if the *customer* does not pay any amount which is not in dispute; or
- i) the *customer* is a tenant and the amount unpaid is owed by the landlord; or
- j) the *customer* is a tenant and has evidence that a claim has been lodged with the Residential Tenancies Tribunal, VCAT or EWO(V) (free call: 1800 500 509) against the landlord for the amount unpaid, and the claim has not yet been determined; or
- k) the amount in dispute is subject to an unresolved complaint procedure in accordance with our complaints policy.

13.3.2 This clause does not restrict our rights under the Act to pursue a debt owed to it by a person who is no longer a *customer*.

13.4 Additional limits on restriction

13.4.1 *Lower Murray Water* will not restrict if:

- a *Customer* is registered as requiring a supply of water and the registration is for health reasons, according to clause 4.1
- it is a Friday, a weekend, the day before or the day of a public holiday, or after 12 noon on a weekday.

13.4.2 We will give *customers* further notification in the form of a personal visit prior to restriction.

13.4.3 *Customers* who believe that restriction will cause a health hazard should contact our office.

13.4.4 We will not install restriction devices to a *customer's* supply if it is a day of total fire ban declared by the Country Fire Authority in the area in which the *property* is located.

13.4.5 The restricted flow rate will be no less than two litres per minute, measured at the tap closest to the water *meter*.

13.5 Reinstatement of restricted supply

13.5.1 *Lower Murray Water* will reinstate our supply of services to a restricted *customer*:

- a) on the payment of all outstanding fees and charges or, in extenuating circumstances, by the establishment of a mutually agreeable arrangement for the payment of outstanding amounts, together with any de-restriction or reconnection fee set in accordance with the Act; or
- b) upon rectification of the reason for *restriction* or disconnection.

13.5.2 Where payments for reinstatement of restricted supply are receipted before 12 noon on a business day, supply will be restored on the same day. Where payments are receipted after 12 noon, supply will be restored on the next *business day*.

14 Rights to Vary Supply

14.1 Interruption, postponement or limitation of supply

After advising *customers*, *Lower Murray Water* may interrupt, postpone or limit the supply of water, *recycled water*, sewerage or *trade waste* services to *customers*:

- a) in the case of water *services*, during a *drought*, or on the approach of a *drought*, by introducing restrictions in accordance with the Act; or
- b) in the case of *recycled water* where available volume is reduced by circumstances beyond our control; or
- c) if any part of our assets are damaged, for example by bursting, blockages or breakdowns; or
- d) if, in our reasonable opinion, it is necessary to inspect, maintain, repair or replace any part of its assets; or
- e) if any event occurs beyond our control, including war, sabotage, civil commotion, act/s of terrorism, national *emergency*, environmental disaster, algal outbreak, fire, flood, cyclone, earthquake, landslide, explosion, industrial action, power or water shortage; or
- f) during periods of high temperature when water *restrictions* are applied on the use of fixed sprinklers; or
- g) as otherwise provided by the Act.

14.2 Supply of water at an adequate flow rate

Under normal operating conditions, *customers* supplied from a water main, or *recycled water* main, owned by *Lower Murray Water*, can expect supply at an adequate flow rate.

We aim to supply water, and/or *recycled water*, at or above the following flow rates, in accordance with the *service* standards approved by the Commission:

Diameter of the meter (mm)	20	25	32	40	50
Minimum Flow Rate (Litres/Minute)*	20	35	60	90	160

*As measured by *Lower Murray Water* or a Licensed Plumber, on the downstream side of the outlet of the water meter or at the nearest tap to the meter assembly.

These flow rates are not applicable to official fire *services*.

These flow rates may not be achieved in the following situations:

- a) if there is a planned or unplanned *interruption* to a *customer's* water supply

- b) if there is a water shortage due to:
 - a *drought* which causes restriction of the amount of water available to *Lower Murray Water* in our bulk entitlement
 - *peak summer demand*
 - when we apply *water restrictions*
- c) when the section of the *property service pipe*, which is the *customer's* responsibility to maintain, is damaged or in poor condition. Contact our office (ref. p. 1) if unsure which sections of *service pipe* the *customer* is responsible for maintaining
- d) if a written agreement to accept supply at a lesser flow rate is in place
- e) if the *customer* is supplied by a private main
- f) if we have restricted supply via the installation of a restrictive *meter*, in accordance with clause 13.2
- g) where conditions exist which are beyond our control
- h) if *recycled water* is reduced due to shortage, or is reduced in accordance with our permitted use rules.

14.3 Testing the adequacy of water supply

If a *customer* believes that the supply of water is not at, or above, the flow rates listed in clause 14.2, and that none of the conditions listed in 14.2 apply, *Lower Murray Water* will measure the flow rate at the *property*, upon the *customer's* request.

This test may involve some expense to the *customer*. However, if supply is found to be below the flow rate listed, and none of the exceptions apply, we will pay for the cost of the test, and also undertake to investigate the reason for the sub-standard supply, within a reasonable time frame, and address any associated problems.

Note

Measurement of the flow rate at the outlet of the water *meter* can only be carried out by *Lower Murray Water* or a licensed plumber.

15 Employees and Contractors

15.1 Officer and employee obligations

Obligations described in this *Customer Charter* apply to *Lower Murray Water* and extend to its officers and employees.

15.2 Contractor obligations

Obligations described in this *Customer Charter* apply to *Lower Murray Water* and extend to any contractor engaged by *Lower Murray Water*.

15.3 Officer, employee and contractor rights

Rights described in this *Customer Charter* apply to *Lower Murray Water* officers and employees. Contractors may apply these rights to the extent permitted by *Lower Murray Water*.

16 General Service and Product Standards

16.1 Compliance with the Act and the Customer Charter

Lower Murray Water will comply with all relevant provisions of the *Competition and Consumer Act 2010*, and the *Australian Consumer Law and Fair Trading Act 2012*.

We will provide any services with due care and skill, in accordance with this *Customer Charter*. Any materials provided by *Lower Murray Water* in connection with these services will be reasonably fit for the purpose for which they are supplied.

17 Separate Written Agreements

Separate written agreements for the provision of services made **before** 1 November 2004 are not covered by this Charter.

Separate written agreements made after 1 November 2004, to apply beyond 1 July 2005, for the provision of a *service*, will be covered by this *Charter* unless *Lower Murray Water* can demonstrate that satisfying the *Charter* requirements is not practicable. We will communicate, in writing, any material departure from this *Charter*.

A *recycled water* contract need not comply with this code if it does not provide for domestic reticulated *recycled water*, or if the *Commission* expressly decides otherwise.

18 Liability of Lower Murray Water

18.1 Due diligence

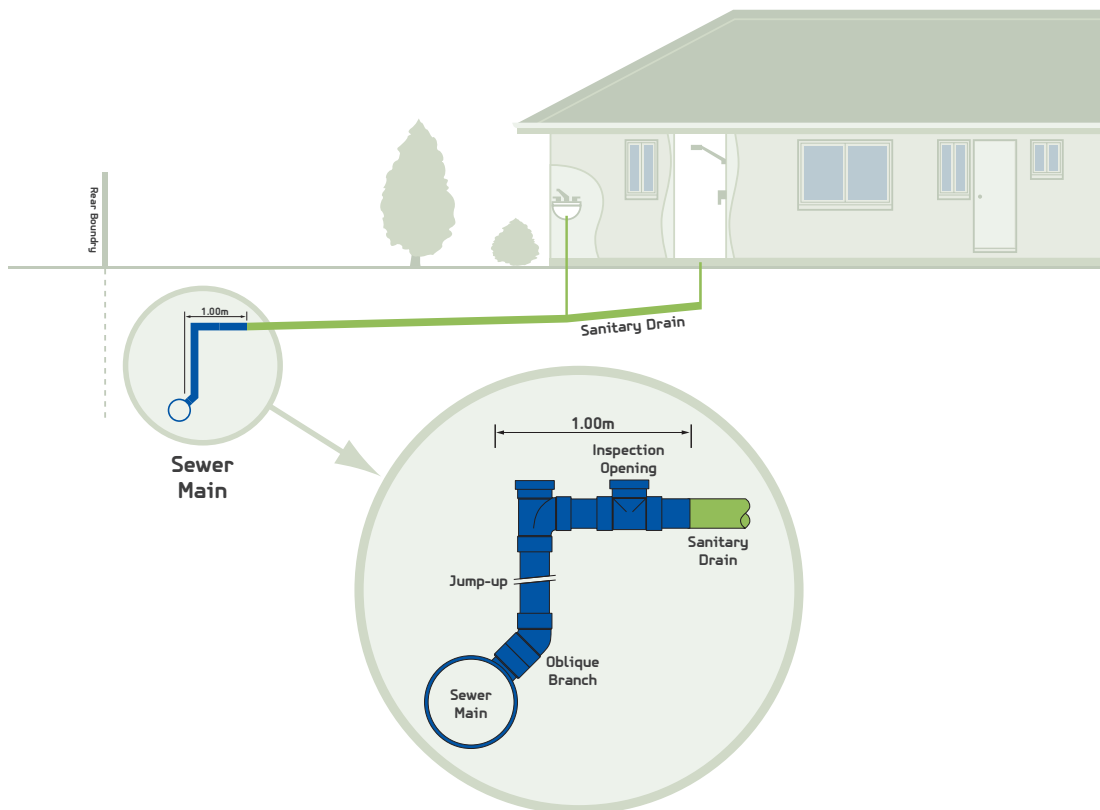
Lower Murray Water exercises due diligence in the provision of *services* to our *customers*, but does not accept any liability, for example for any pecuniary loss or expense sustained by *customers*, except as specified or provided for within the *Act*.

Attachment 1

Sewer and water maintenance responsibilities

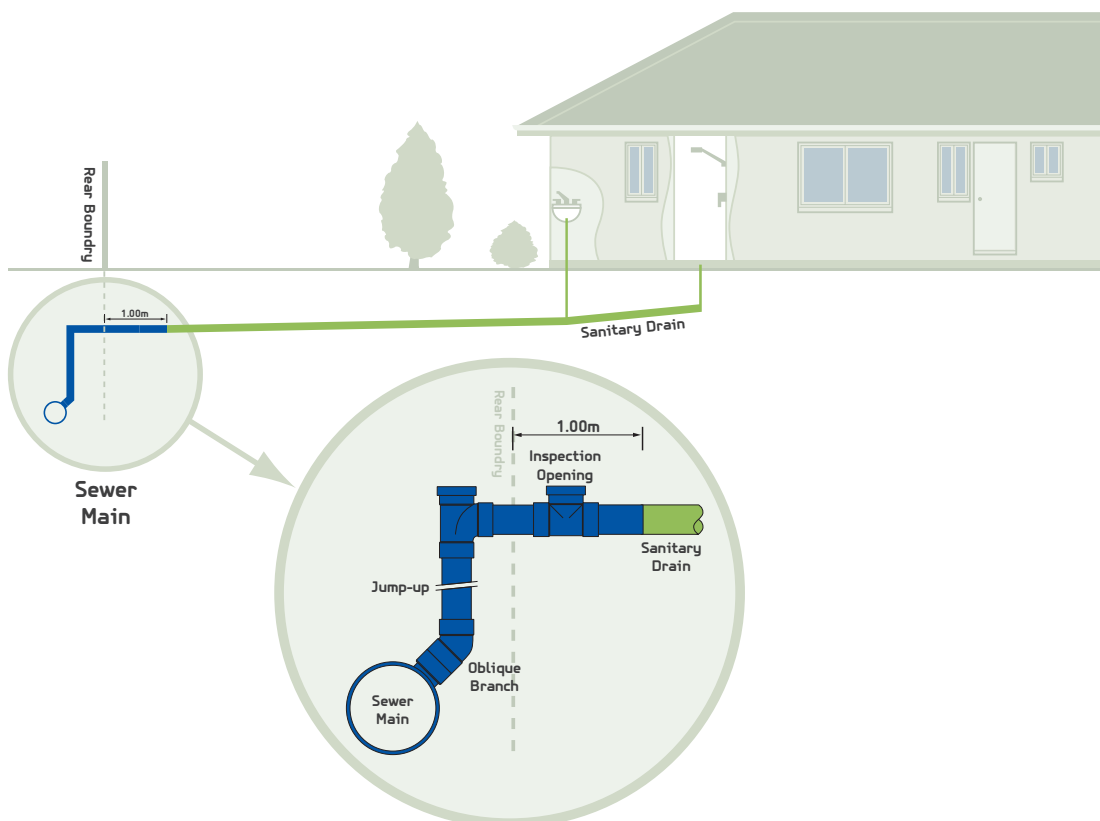
Sewer maintenance responsibilities where sewer main is located **inside** the property boundary.

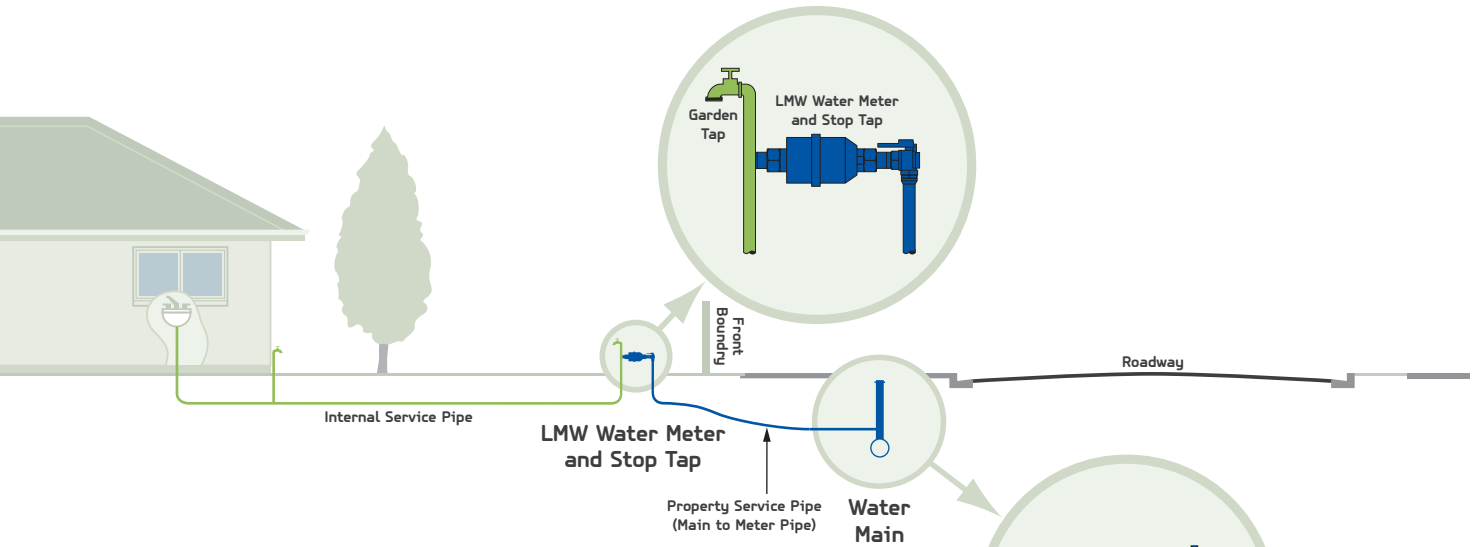
- Owner's Full Responsibility
- LMW's Full Maintenance Responsibility



Sewer maintenance responsibilities where sewer main is located **outside** the property boundary.

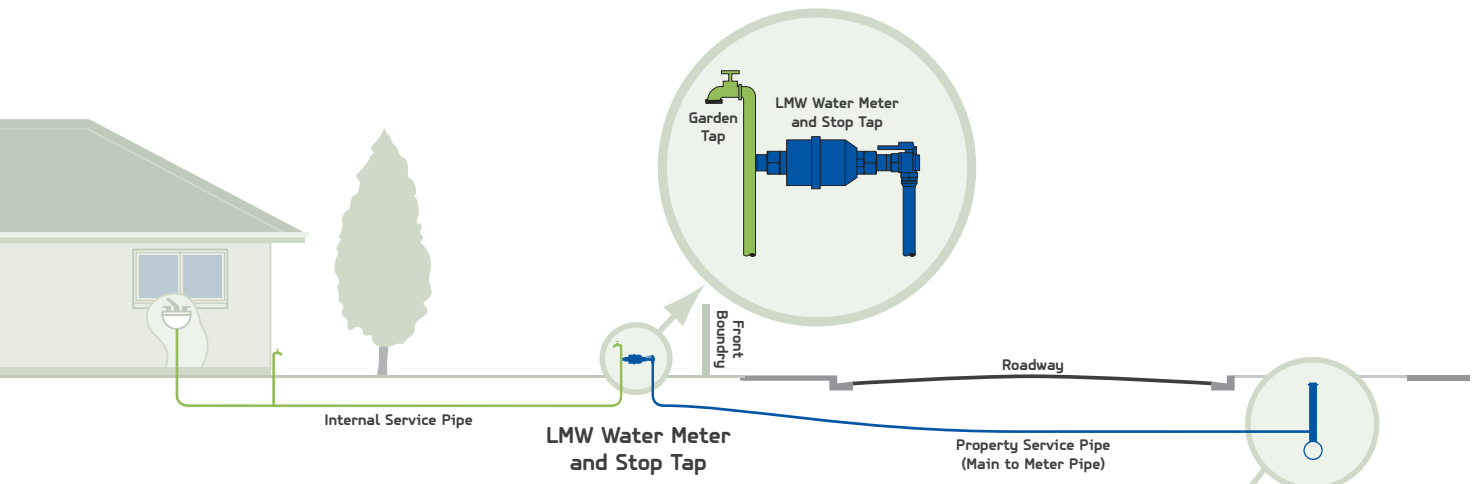
- Owner's Full Responsibility
- LMW's Full Maintenance Responsibility





Water main on property side of road.

- Owner's Full Responsibility
- LMW's Full Maintenance Responsibility
(Providing meter is within 2 metres of property boundary)



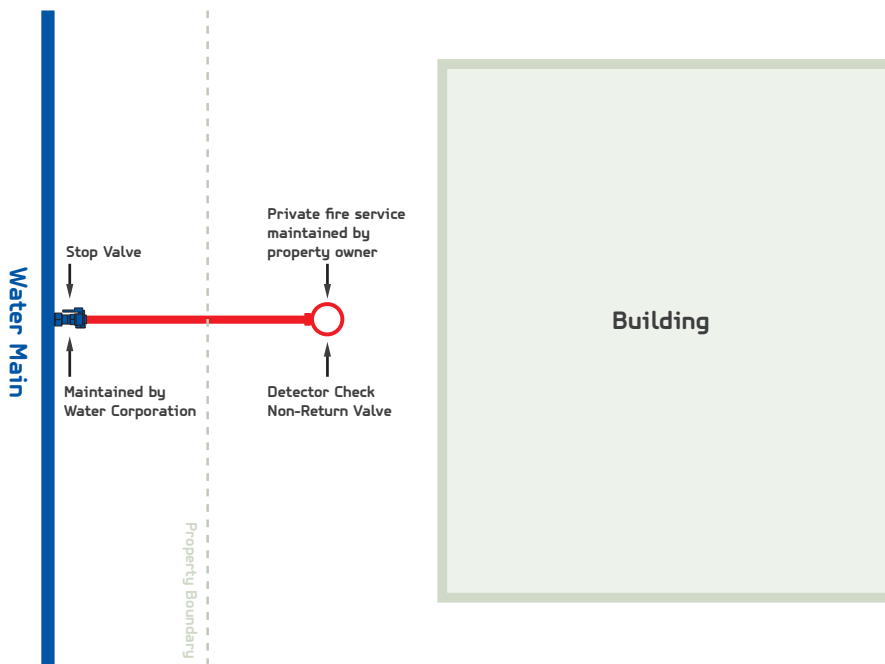
Water main on opposite side of road.

- Owner's Full Responsibility
- LMW's Full Maintenance Responsibility
(Providing meter is within 2 metres of property boundary)

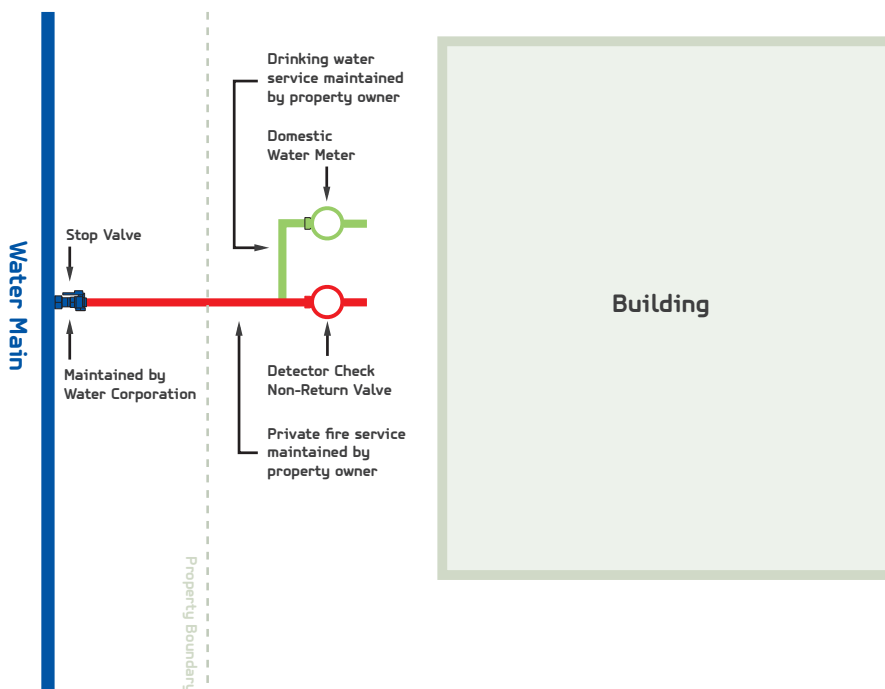
Attachment 2

Private fire service – area of responsibility

Maintenance responsibility for Private Fire Services



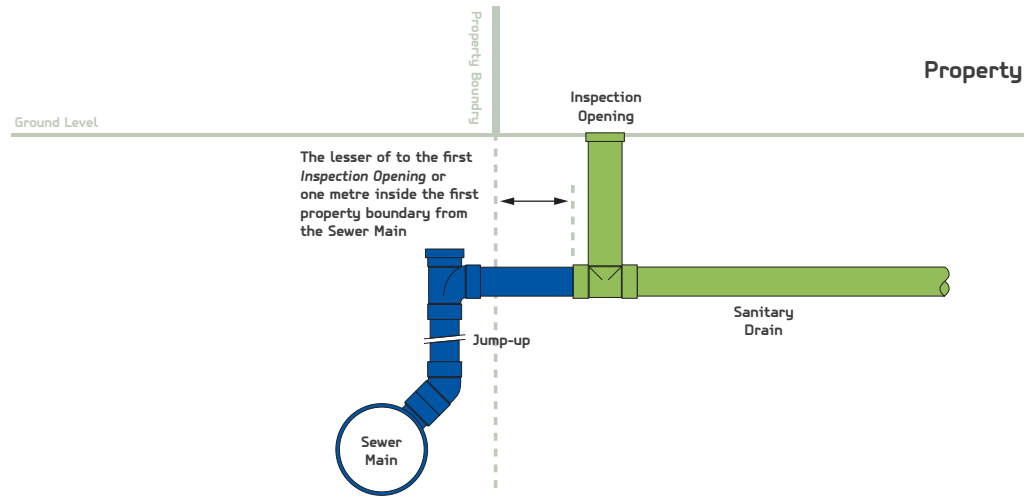
Maintenance responsibility for Private Fire Services (including drinking water services)



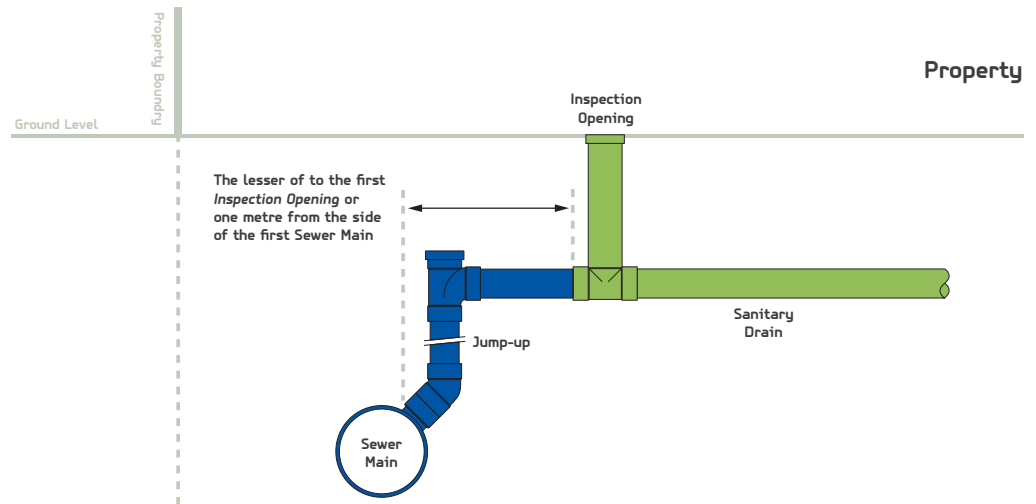
- Owner's Full Responsibility
- Owner's Full Responsibility
- LMW's Full Maintenance Responsibility

Attachment 3 Sanitary drain assembly – area of responsibility

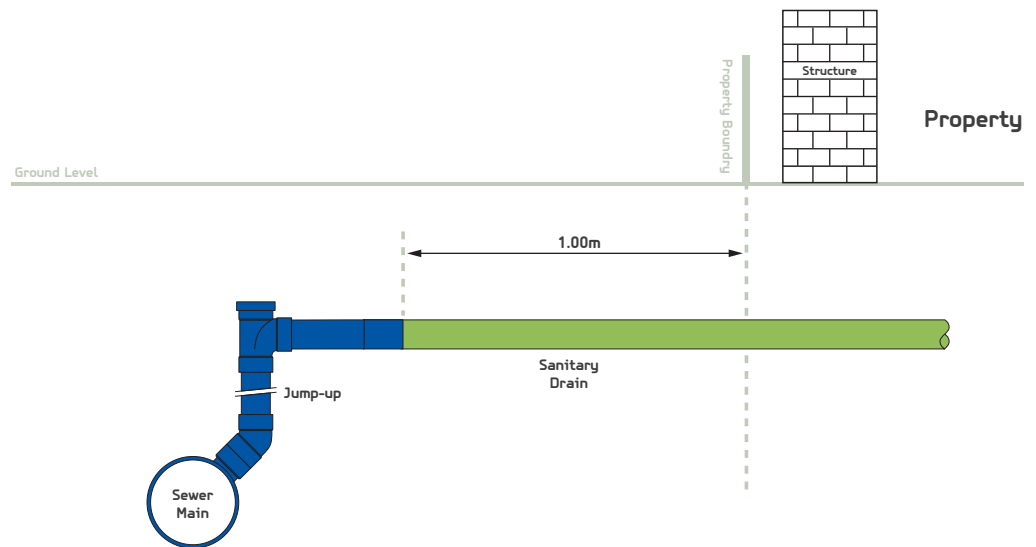
Sanitary drain assembly with Sewer Main located **outside** property boundary



Sanitary drain assembly with Sewer Main located **inside** property boundary

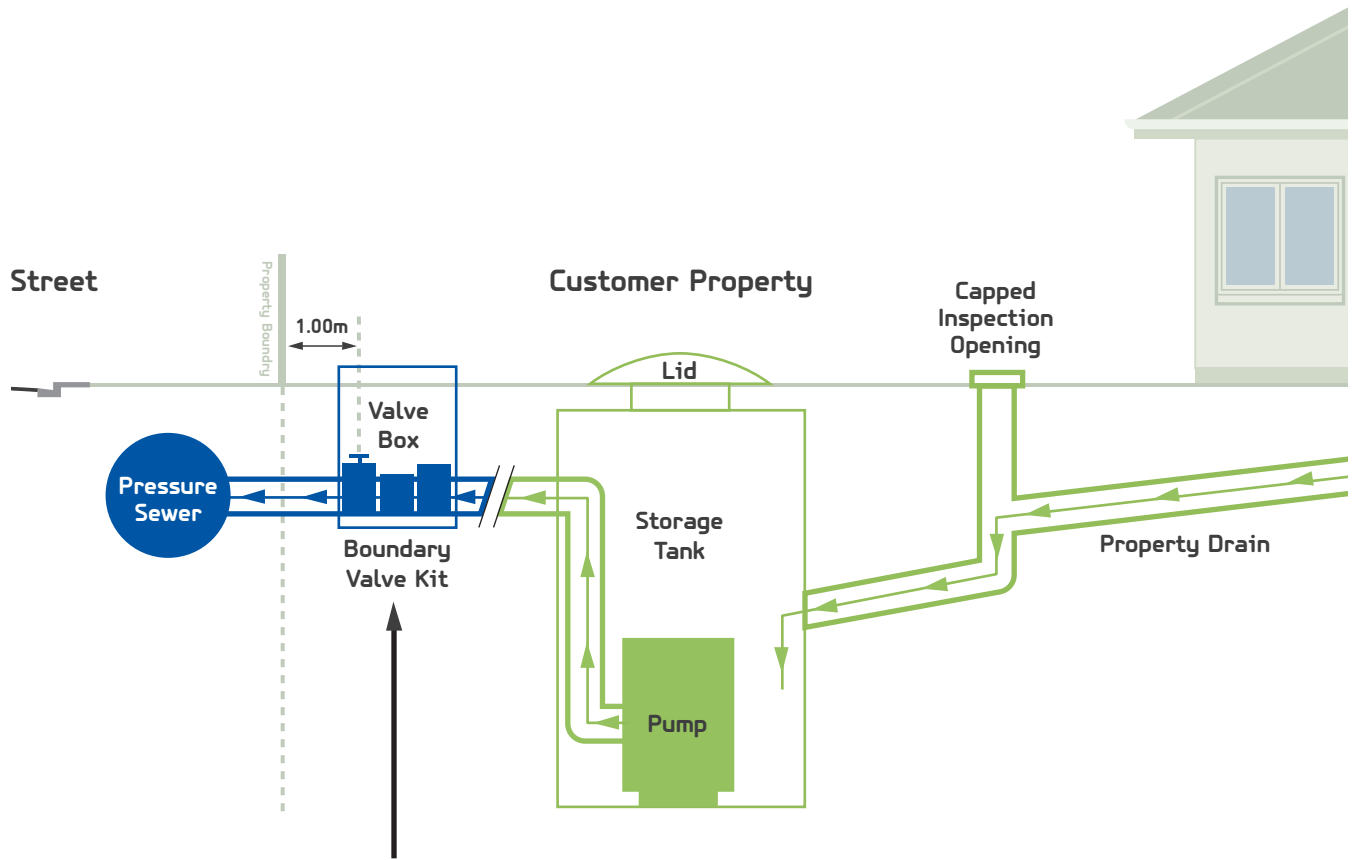


Sanitary drain assembly with Sewer Main located **outside** property boundary with structure on the boundary



- Owner's Full Responsibility
- LMW's Full Maintenance Responsibility

Attachment 4 Boundary valve kit – area of responsibility



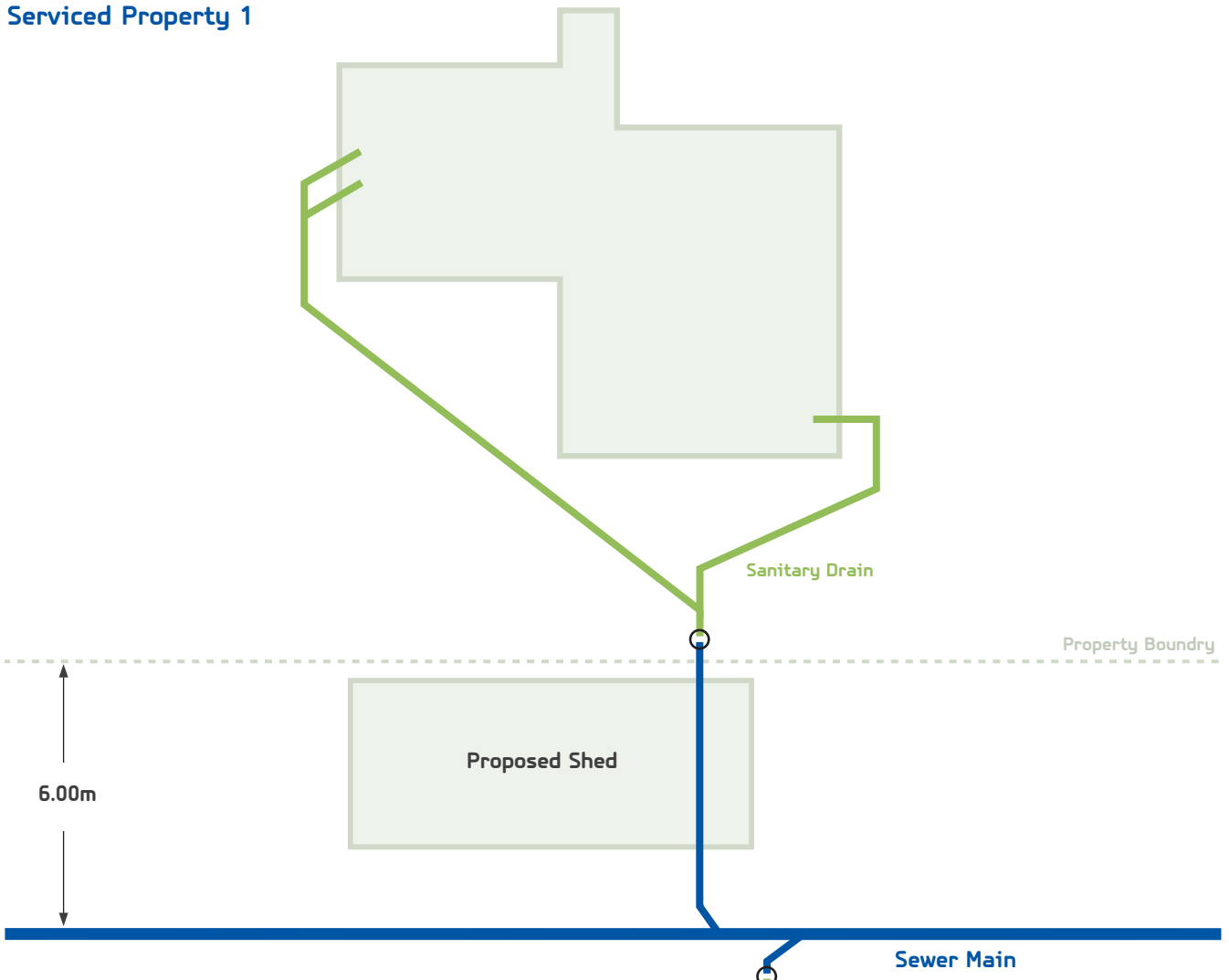
LMW area of responsibility includes
Boundary Valve Kit and Valve Box.
All pipework, pumps and fixtures after
this point are the responsibility of the
individual property owners.

-  Owner's Full Responsibility
-  LMW's Full Maintenance Responsibility

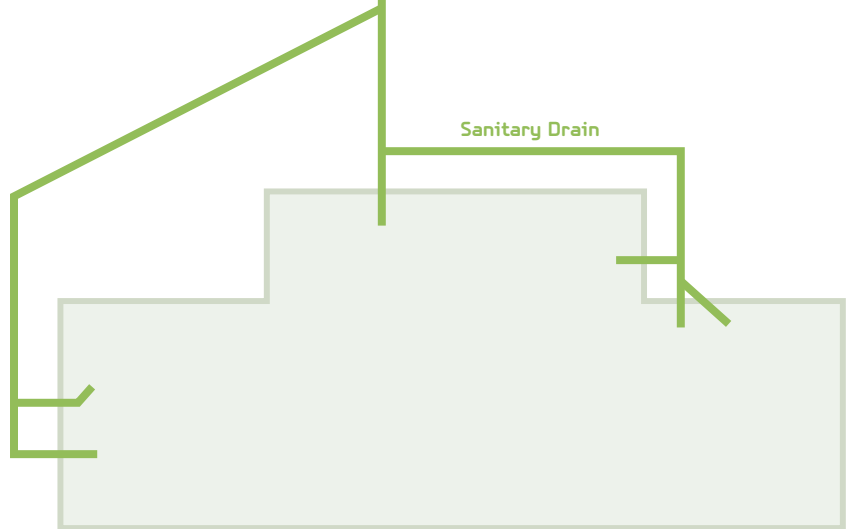
Attachment 5

Adjoining property sanitary drain – area of responsibility

Serviced Property 1



Serviced Property 2



-  Owner's Full Responsibility
-  LMW's Full Maintenance Responsibility

Attachment 6

Approved service standards for Lower Murray Water

The following standards and conditions are specified in accordance with clause 15(b) of the Water Industry Regulatory Order and are approved by the Commission for the year 2013-18.

Service Standard	2018-19	2019-20	2020-21	2021-22	2022-23
Water					
Number of customers experiencing more than 5 unplanned water supply interruptions in the year (number)	0	0	0	0	0
Average time taken to attend bursts and leaks (priority 1) (minutes)	20	20	20	20	20
Average time taken to attend bursts and leaks (priority 2) (minutes)	20	20	20	20	20
Average time taken to attend bursts and leaks (priority 3) (minutes)	20	20	20	20	20
Average duration of unplanned water supply interruptions (minutes)	60	60	60	60	60
Average duration of planned water supply interruptions (minutes)	200	85	85	85	85
Sewerage					
Customers receiving more than 3 sewer blockages in the year (number)	0	0	0	0	0
Average time to attend sewer spills and blockages (minutes)	18	18	18	18	18
Average time to rectify a sewer blockage (minutes)	70	70	70	70	70
Spills contained within 5 hours (%)	97	97	97	97	97

Attachment 7

Approved guaranteed service level schemes

Lower Murray Water	
Approved service level obligation	Approved payment (\$)
More than five unplanned water interruptions in a year	75
More than three sewer blockages in a year	75
Sewerage spill within the house caused by Lower Murray Water assets where customer's internal plumbing is functioning correctly	1500
Restricting the water supply of, or taking legal action against a customer prior to taking reasonable endeavours (as defined by the commission) to contact the customer to test for hardship	300

For further information please contact us

03 5051 3400

contactus@lmw.vic.gov.au

www.lmw.vic.gov.au



**24 hour emergency service for
urban and irrigation water, sewerage,
trade waste and farm drainage**

1800 808 830

Mildura (Head Office)

T 03 5051 3400

741-759 Fourteenth Street, Mildura Victoria 3500
PO Box 1438, Mildura Victoria 3502

Swan Hill (Area Office)

T 03 5036 2150

73 Beveridge Street, Swan Hill Victoria 3585
PO Box 1447, Swan Hill Victoria 3585

Kerang (Area Office)

T 03 5450 3960

56 Wellington Street, Kerang Victoria 3579
PO Box 547, Kerang Victoria 3579

Interpreter Service

For interpreter service call the number below.

Per avvalervi di un interprete, telefonate
al numero indicato in basso.

Tercümanlık servisi için aşağıdaki telefon
numarasını arayınız.

Kung nangangailangan ng interpreter,
tumawag lamang sa numerong nasa ibaba.

Fetu'utaki ki he fika telefoni 'i lalo ki he
potungaue fakatonulea.

Za usluge tumača molimo nazovite donji broj.

Για υπηρεσία διερμηνέων, παρακαλώ
τηλεφωνήστε στον κατωτέρω αριθμό.

13 14 50



**LOWER MURRAY
WATER**