

# Customer Charter (Rural)

An explanation of your rights and obligations

Effective 1 July 2023



[www.lmw.vic.gov.au](http://www.lmw.vic.gov.au)



**LOWER MURRAY  
WATER**

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# About the Customer Charter

## i) What is the Customer Charter?

- The *Customer Charter* is a method by which *Lower Murray Water* communicates information regarding its 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.

- The *Customer's* right to the provision of a functional *Drainage Service*.
- Access to a 24-hour *emergency service*.
- *Lower Murray Water's* requirements for entry to the *Customer's* land and access to easements and reserves.
- *Customer* information on *works, licences, metering, billing, accounts, payments, concessions and actions for non-payment*.

## ii) What does the Customer Charter do?

- The *Customer Charter* sets out the rights and obligations of both *Lower Murray Water* and its *Customers* in relation to *Rural Water Supply* and *Drainage Services*.

## iv) Further information

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

## iii) What type of things are dealt with?

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

- The delivery standards of *Rural Water Supply* to which the *Customer* is entitled.

Copies of the *Customer Charter* can be obtained at any *Lower Murray Water* office or by logging onto the *Lower Murray Water* website at [www.lmw.vic.gov.au](http://www.lmw.vic.gov.au).

Using guidelines set down by Victorian Multicultural Affairs and in conjunction with ad hoc *Customer* requests, *Lower Murray Water* will provide translated copies of this *Charter*.



## Part A: Definitions

Terms used 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*.

**“allocation bank account” (ABA)**: means an account into which a *Customer’s water allocation* has been placed within the Victorian Water Register, and from which water can be withdrawn for use or trade.

**“annual use limit” (AUL)**: means the maximum volume of water that, in any 12 month period, may be applied to the land specified in a *water use licence*, or under a *water use registration*.

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

**“backflow prevention device”**: means a device approved by *Lower Murray Water* which must be capable of preventing contaminants being introduced into *Lower Murray Water’s Water Supply system* from a *Customer’s Water Supply 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.

**“Certified Installer”**: means a *person* who has completed training and assessment, and who holds a current certificate in meter installation and validation under an industry training program initially approved by the relevant State/Territory department with the responsibility for water.

**“Commission”**: means the *Essential Services Commission (ESC)* established under the *ESC Act 2001*.

**“Communication Platforms”**: means a range of communication methods including: sms, web message, written correspondence, email etc. LMW may communicate using one or a combination of these methods. Communication Platforms are used to communicate instances of Planned and Unplanned Interruptions, Alerts such as Blue Green Algae and any other information vital to our customers.

**“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*, connected to *Lower Murray Water’s* systems, and liable for any charges, or a person holding a valid water use *licence* or water use registration issued pursuant to the *Act*.

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

**“Customer Charter”**: means a document that has been prepared by *Lower Murray Water* to inform its *Customers* about the *services* that it provides.

The enforceability of some matters in the *Customer Charter* is pursuant to the *Act* and other related legislation.

**“Customer Service Advisory Committee” (CSAC)**: means a Committee of *Lower Murray Water Rural Customers* appointed by the Board pursuant to section 122C of the *Act* and chaired by a member elected by the committee.

Candidates for appointment may be sourced by election, public advertisement or direct *enquiry*.

**“Delivery Share”**: provides an entitlement defining the level of access to have water delivered to land within or from an irrigation district. It gives access to a share of the available delivery capacity in the channel or piped network that supplies water to each property. Delivery share is defined by a rate of megalitres per day. A seven day rate provides a share of the available water should the delivery system become congested during extended periods of peak demand. Delivery shares are used to share access between properties when demand exceeds the capacity in the delivery system.

**“domestic and stock”**: in relation to water, means use for:

- a) household purposes; or
- b) watering of animals kept as pets; or
- c) watering of cattle or other stock; or
- d) in the case of the curtilage of a house, or any out building, watering an area not exceeding 1.2 hectares for fire prevention purposes; or
- e) watering of a *Kitchen Garden*;

but does not include water use for dairies, piggeries, feed lots, poultry or any other intensive commercial use.

**“drainage service”**: means access to a network of pipes capable of removing subsurface water accumulated by the application of *irrigation* water by a *Customer*.

**“drought”**: means a prolonged period of low rainfall resulting in less than 100% *water allocation* as declared by the *Resource Manager* from time to time.

**“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 purposes of the receipt of bills or other *service* related communications.

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

**“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*, 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 initially.

If, following a response to an enquiry, the *Customer* continues to express dissatisfaction, the matter may be regarded as a *complaint*.

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

**“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).

**“high pressure”**: means the areas of Millewa Rural District, Robinvale Irrigation District and the 17th Street High Pressure system.

**“interruption”**: means:

- in the case of a *Customer's domestic and stock supply*, an occasional total loss of water supplied by *Lower Murray Water* to the *Customer*; or
- in the case of a *Customer's Irrigation Water Supply*, an occasional inability by *Lower Murray Water* to supply a specified flow rate for which the *Customer* has a valid order; or
- in the case of a *Customer's drainage service*, the *Customer* is unable to dispose of drainage water resulting from excess irrigation as a result of a failure in *Lower Murray Water's Drainage System*. Interruptions caused by natural rainfall events are excluded.

**“irrigation”**: means the application of water to land;

- a) for the purpose of watering plants other than in connection with *domestic and stock* use, plant nursery use or other prescribed uses; or
- b) for any other prescribed agricultural purposes.

**“licence”**: means any licence issued pursuant to the Act.

**“kitchen garden”**: means a garden;

- a) that is used solely in connection with a dwelling; and
- b) from which no produce is sold; and
- c) that is not bigger than 0.1 hectares.

**“low pressure”**: means all irrigation districts serviced, excluding high pressure systems.

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

**“meter”**: means an approved apparatus for the measurement of water. It may include an integral Backflow Prevention Device.

**“meter assembly”**: means a water meter and the assembly of components and / or processes that are controlled for the purpose of metrology.

May also include:

- Property isolation valve
- Filter or sediment trap
- Pressure reducing valve
- a Backflow Prevention Device installed downstream of the meter.

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

**“no dig zone”**: means an area around a *Lower Murray Water* asset in which no excavation shall take place, other than by authorised *Lower Murray Water* employees or their contractors.

**“overuse”**: means water used in excess of the *Customer's* balance in their ABA.

**“primary meter”**: means a meter before, at or after the property boundary servicing multiple assessments via secondary meters.

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

**“person”**: also means a Corporate body or legal entity, registered association or a partnership.

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

**“planned works”**: means the execution of any *Water Supply* or drainage service works which are planned, scheduled or considered in advance by *Lower Murray Water*.

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

**“property service pipe”**: means a pipe from *Lower Murray Water's* service point isolation valve to the upstream side of the meter assembly, or to the *Customer's* property boundary where no meter assembly is fitted.

**“property isolation valve”**: means a valve which may or may not form part of the meter assembly, which directly isolates water flowing back from the *Customer's* property service pipe.

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

**“resource manager”**: means a Corporation appointed by the Minister to determine the water allocation available in a declared system for use by *Customers*.

**“restriction”**: means any limitation of a *Customer's* Water Supply. This may be due to a planned works program, an emergency, when By-Law 2 is invoked or as part of actions for non-payment/non-compliance.

**“secondary meter”**: means a meter located downstream of the primary meter and servicing a single assessment within a multi-assessment land subdivision, development or amalgamation of properties.

**“service”**: means a raw *Water Supply* service or a drainage service.

**“service point isolation valve”**: means a valve usually installed direct onto a *Lower Murray Water* water main which directly isolates water flow from the *Lower Murray Water* main, to the *Customer's* property service pipe.

**“suspension”**: means the suspension of *Customer* access to any water ordering or request system, including rejecting a water order received by *Lower Murray Water*.

**“system”**: means *Lower Murray Water's* physical infrastructure for providing a supply service.

**“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 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*.

**“water allocation”**: means an allocation in relation to a Water Share, which is the percentage of a water share volume allocated for use from time to time in accordance with the Act.

**“water ordering”**: means the placement by a *Customer* of an irrigation water order.

**“water use licence” (WUL)**: means a licence granted under Part 4B of the Act.

**“water use registration” (WUR)**: means a registration granted under Part 4B of the Act.

**“works”**: means any operation/s necessary for the effective repair, replacement or construction of *Water Supply* or drainage service owned by or under the control of *Lower Murray Water* or a *Customer*.

# PART B: Customer Charter Details

## 1 Customers' rights to connection and obligations of service provision

### 1.1 Obligation to provide service

Subject to the Act and the Water Industry Standard, 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 Provision of a connection

Subject to the Act, where a person requests connection to a service that is available, Lower Murray Water will 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 specified.

### 1.3 Supplying and taking water

A Customer must take and use water in accordance with any licence issued under the Act or in compliance with any supply agreement or policy.

#### 1.3.1 For irrigation purposes within an irrigation district.

Lower Murray Water will provide web based and telephone key pad access to our 24 hour irrigation water ordering system during any irrigation period.

**Note:**

Customers who do not adhere to their ordered flow rate and start/stop times, may have their access to the irrigation water ordering system restricted and/or have their outlet locked down.

A Customer may take water for irrigation purposes through an approved connection only in accordance with a valid order for which a receipt number has been issued.

A Customer must advise Lower Murray Water prior to altering or not taking water in accordance with a valid order for which a receipt number has been issued.

A Customer may be required to provide a valid meter reading when placing an order for water.

#### 1.3.2 For domestic and stock purposes (non consumptive domestic use) within an irrigation, rural district or by Agreement.

A Customer may take water for non consumptive domestic and stock use through an approved connection at any time during an irrigation period or in the case of a rural district during periods of supply, as agreed.

We recommend that Customers provide adequate storage for 6 weeks' normal use in irrigation or Rural districts. Customers should be aware that this is raw river water that is untreated and River conditions, including Blue Green Algae and Black Water events may render water unsuitable for use for a considerable period of time.

### 1.4 Water allocation policy

Lower Murray Water will provide current advice and information on water allocations, as received from the Victorian State Resource Manager, via the media and Lower Murray Water's website. A copy of the allocation policy is available on request.

### 1.5 Unauthorised take policy

Lower Murray Water will provide current advice and information, via our website, on water allocation, consumption and water trade to assist Customers in avoiding overuse.

Where overuse occurs, a Customer may have contravened their Water Use Licence/Registration, or Annual Use Limit.

Customers must maintain a positive balance in their water allocation bank account at all times. Failure to do so is a contravention of the Water Act 1989 and enforcement will occur in accordance with the Minister for Water's Zero Tolerance to Water Theft. Continued overuse may result in suspension of supply in accordance with Clause 14 of this Charter.

Customers with a negative ABA balance may have their access to the system restricted or removed until their ABA balance returns to a positive balance.

### 1.6 Water supply quality

Lower Murray Water will endeavour to supply water to Customers at a quality that is at least the same as the source water from where it is taken. We will monitor water quality and endeavour to inform Customers of changes in water quality which are likely to impact on the purposes for which water is used by Customers. We will, when necessary, issue public notices regarding water quality. These notices will also be placed on our website.

When water is deemed unsuitable for domestic and stock purposes we recommend you seek alternative supply.

Individuals will have to determine the best options for their particular circumstances. Options may include carted water, bottled water, tank water or approved access to a standpipe.

### 1.7 Efficient and responsible use of water

A Customer should use water supplied responsibly, and within the terms and conditions of any licence issued for its use.

## 2 Customers' rights to water and access to drainage services

### 2.1 Delivery of water and access to drainage services

Lower Murray Water will ensure that our services are provided in accordance with our approved service standards, except to the extent that:

- a) the Customer does not comply with any applicable requirements of service or supply; or
- b) the Customer's infrastructure falls short of acceptable standards; or
- c) a supply service is provided via private infrastructure; or
- d) there is an emergency or drought; or

- e) there is an unplanned or *planned interruption*; or
- f) supply is restricted or suspended in accordance with the Act or By Law; or
- g) for a *drainage service*, use of the service would exceed applicable limitations of the *drainage system*; or
- h) amendments to approved service standards have been agreed with *Customers*; or
- i) the Act provides otherwise; or
- j) some District and Private Diverter *Customers* have alternate arrangements with *Lower Murray Water* in regard to drainage discharge which require a re-lift pump installed and maintained by the *Customer*
- k) Our drainage systems are designed to remove irrigation water applied in excess of plant requirements, not storm water.

## 2.2 Rectification

*Lower Murray Water* will rectify any deficiency in satisfying clause 1.6 and 2.1 as soon as practicable after it becomes aware of the deficiency, or within a time agreed with the *Customer*.

## 2.3 Obligation to provide reliable services

Subject to our Statement of Obligations, *Lower Murray Water* will develop and implement plans, systems and processes, and manage our assets, to ensure that supply services are provided on a reliable basis.

We will take all reasonable precautions to minimise the impact of *unplanned interruptions* to supply services.

We will comply with standards specified in our approved service standards, and any other standard which is approved by the *Commission*.

## 3 Customers' rights to consultation and privacy

### 3.1 Consultation

*Lower Murray Water* is committed to involving our *Customers* in issues relating to our programs and services through our *Customer Service Advisory Committees* 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 regularly about our service delivery performance. The results will be placed on our website, and be made available to *Customers* in hard copy upon request.

### 3.2 Privacy

*Lower Murray Water* value and protect the privacy of our *Customers* by:

- a) complying with privacy principles as prescribed by the *Privacy & Data Protection Act 2014*.
- b) our obligations and customers rights in regard to privacy are outlined in our Privacy Policy including:
  - customer rights to privacy
  - data protection
  - protected disclosures
  - freedom of information

A copy of our Privacy Policy and Privacy Charter may be requested or viewed on our website; and

- c) 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.

## 3.3 Regulatory Information

Other than the Act, *Lower Murray Water* will provide, on request, regulatory information related to the *Competition and Consumer Act 2010*, the *Australian Consumer Law and Fair Trading Act 2012*, including a copy of this Charter.

## 4 Customers' rights to notice of interruption of supply

### 4.1 Unplanned water supply interruptions

*Lower Murray Water* aims to minimise the number of *unplanned water supply interruptions* so that no *Customer* should experience more than 3 *interruptions* in a year.

#### Note

Typically in any one year, most *properties* will not have any *unplanned water supply interruptions*.

### 4.2 Drainage blockages and failures

*Lower Murray Water* aims to minimise the number of drainage blockages and failures so that no *Customer* should experience no more than 1 blockage or failure in a year.

#### Note

Typically in any one year, most *properties* will not have any drainage blockages or failures.

We will, and at no cost to the *Customer*, rod and clean any existing private interceptor drains that dispose of channel seepage water into our drainage system.

### 4.3 Prompt attendance

*Lower Murray Water* aims to attend to all water bursts and leaks, and drainage blockages and failures, within 3 hours of being notified.

#### Note

In some areas attendance at an interruption within 3 hours of being notified may not be possible if we are responding to a previously notified *emergency*.

### 4.4 Restoration

*Lower Murray Water* will assign the highest priority to restoring an unplanned interruption to a water and drainage service as soon as possible, and the provision of information.

### 4.5 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* via our *communication platforms*, including the use of SMS and Email.

#### 4.6 Planned interruptions during continuous pumping periods

Some *Interruptions* are necessary to allow the installation of new *services* or to carry out maintenance works. *Lower Murray Water* will schedule these *planned Interruptions* to occur at times that will cause least disruption for the majority of *Customers*.

If an *interruption* is planned, we will inform *Customers* when the interruption will occur and how long it will likely last. *Customers* will be provided with at least 5 *business days'* notice before a *planned interruption*.

Planned Interruption duration	Minimum Notification Period (SMS or Website Message)
1 to 5 days	5 business days notice
5 to 20 days	15 business days notice
20 days or more	25 business days notice

If we are able to commence works and the *Customer's* consent is given, works may commence prior to the expiry of the notification period.

Notification will be deemed to have occurred when we have provided notice by our *communication platforms*, indicating the duration and time of the *planned interruption*.

We will inform customers at the conclusion of the summer irrigation season of planned maintenance scheduled to occur during the winter period through the communication platforms, including the use of SMS and Email.

## 5 Customers' rights and obligations concerning entry to their land

### 5.1 Entry without notice (Non-Residential Properties)

*Customers* are required to allow entry without notice, of any *Lower Murray Water* Employee, Contractor or authorised person onto their *property* (providing the land is not used primarily for residential purposes) for the purposes of meter reading or replacement, confirming water usage, (this may occur outside the hours of 7.30 a.m. and 6.00 p.m.) survey purposes, restricting or reinstating supply of water, where we have reasonable grounds to believe that the *Act* is not being complied with by the *Customer*, or in an *emergency*.

### 5.2 Entry in an emergency

When access is required for an *emergency*, where possible, *Customers* will be notified of *Lower Murray Water's* requirement for access to the *Customer's property*.

### 5.3 Entry by employee or contractor

Where an Employee or Contractor of *Lower Murray Water* enters a *Customer's property* when the *property* is unoccupied, except for entries as stated in Clause 5.1 which do 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 we have reasonable grounds to believe that the *Act* is not being complied with by the *Customer*, or in the event of an *emergency*.

5.3.2 Employees or Contractors 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 business days' notice of entry to *Customer's* land, if it is required, except when entry without notice is permitted under the *Act 1989*. Refer also Privacy Clause 3.2.

5.3.4 Where we have a requirement to carry out works on or adjacent to the *Customers property*, we may consult with the *Customer* prior to commencing works.

### 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 hazardous situations.

### 5.5 Customer keys

Where *Lower Murray Water* or our Contractors hold keys to a *Customer's property*, 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.

### 5.6 Gates

Employees or Contractors of *Lower Murray Water* must comply with the unwritten "farming gate code", ie leave gates as found, either open or closed.

## 6 Lower Murray Water's requirements concerning reserves and easements

*Customers* are required to maintain clear access to *Water Supply* and drainage reserves or easements at all times.

*Customers* must not, without the consent of *Lower Murray Water*, undertake any planting, building or construction work over *Water Supply* or drainage reserves and easements.

*Customers* should make contact prior to undertaking any work which may interfere with our infrastructure. Where planting, building or construction work is undertaken with our consent, we may require the *Customer* to remove such plantings, buildings or construction as a condition of consent.

In the instance where plantings, buildings, construction work or debris exists over a water supply and drainage reserve or easement and consent has not been provided, we may take action as necessary and as authorised in accordance with the *Act*.



## 7 Rights and responsibilities for water supply and drainage services

### 7.1 Emergency contact

Customers may telephone a 24-hour telephone contact service every day of the year to deal with *Water and Drainage emergencies*. This emergency number is a free call on 1800 808 830.

### 7.2 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 the connection to a service being authorised. We reserve the right to request verification from an agent that they are authorised to act on behalf of the *Customer*; and
- b) will require the *Customer* to provide authorisation not the owner of the land; and
- c) will impose conditions to enable the safe, reliable and financially viable supply of services.

### 7.3 Cost and alterations to a connection

The *Customer* is responsible for the charges applicable with a connection to a water or drainage pipeline or open channel owned by *Lower Murray Water*. This charge may include the cost of the fittings to secure the connection.

The *Customer* must gain our approval for any proposed modification, enlargement, relocation, disconnection, alteration or removal of an existing connection, and must meet all costs.

We may undertake works at our cost, at our discretion.

- 7.3.1 Installation / Alteration of On-Farm Irrigation System. We will ensure to the best of our ability, that any new/ altered on-farm irrigation system, within our districts are designed to a suitable standard and are signed off by a 'CID'.

Before installation or alteration of an On-Farm irrigation system, the customer / designer must lodge a design endorsed / signed off by a CID to our Rural Customer Team for assessment.

We will notify the *Customer* / Designer in writing either:

1. approval to proceed with the installation
2. necessary requirement/s to be complied with by the *customer* prior to approval to proceed with the installation.

We have the option to isolate and lock down a *customer's* outlet should installation of the On-Farm irrigation system commence without our written approval.

- 7.3.2 Unauthorised Connection / Installation / Alteration of On-Farm Irrigation System.

If a *Customer* installs or modifies an on-farm irrigation system without first obtaining our approval, the outlet may be isolated and locked down upon an immediate notice being served. Water may be permitted to be taken on the basis that;

1. works are endorsed by a CID accredited irrigation designer within 4 weeks of the date of notification; and
2. we are satisfied that the irrigation system meets the standards required to comply with section 7.3.1 above.

## 8 Meters

### 8.1 Measuring water supplied

The supply of water to any *Customer* will be measured by a water meter supplied or approved by *Lower Murray Water* unless otherwise agreed. Interim alternative arrangements to measure or estimate water supplied may be agreed to, upon application by the *Customer*.

Meter reading data is collected by both digital and manual methods. Meter readings collected by telemetry are collected every 15 minutes where water is used, and a stable connection is available. Manual reads are collected in accordance with your properties meter read cycle.

Meter reading data is collected and stored for billing, accounting of water and optimisation of our network operations.

All data is collected, stored and disposed of in accordance with LMW's Privacy Policy.

For information about your meter reading cycle please contact one of our offices.

### 8.2 Installation

- 8.2.1 On payment of the applicable fee, *Lower Murray Water* will supply and install or supply to a *Certified Installer* we approve, a *Water meter* assembly and a standard meter installation plan. Refer attachment I.

- 8.2.2 We retain ownership of approved meters indefinitely.

- 8.2.3 Connections and meter assemblies connected to our reticulation network are our property and we can remove these without consultation where a meter has:
- no use recorded for more than 5 years
  - it is not the sole irrigation connection
  - where it can be proven this connection is superseded

### 8.3 Ensuring access

*Customers* must ensure that meters are readily accessible for reading and maintenance.

### 8.4 Readings by the Customer

- 8.4.1 If for billing purposes *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 our office 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 and/or circumstances relevant to the property, but otherwise we may exercise our right to require the *Customer* to provide access.

- 8.4.2 We will use reasonable endeavours to ensure that *Customers* whose properties have a meter which measures volumetric use for billing purposes have an actual meter reading every billing cycle or at least once every 12 months.

- 8.4.3 We will accept a customer's self-read at any time. Where we have billed a customer using an estimate read, we will issue an amended or adjustment to your bill based on the customer's self-read at no additional cost, where requested.

*Customers* can provide a self-read at any time by contacting our office and providing the meter ID and current read. Alternatively, customers can lodge an online service request at [lmw.vic.gov.au](http://lmw.vic.gov.au).

### 8.5 Meter testing (irrigation)

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

8.5.1 At the *Customer's* request and within 10 business days (subject to water availability), 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 5% 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 outside the 5% range, we will refund or credit the cost of the test. The *Customer* will be provided with a written test result within 5 business days from the completion of the test.

8.5.2 If the meter has tested to be inaccurate, in accordance with Clause 8.5.2, it will be considered that a different volume of water has been supplied. We will calculate the amount of water that has been supplied on past consumption history, circumstances relevant to the property and with the *Customer*, come to an agreed estimate of the amount of water that was supplied, and will credit the agreed volume of water above the 5% tolerance into the *Customer's* Assessment information for the period/s since the dispute was notified.

Should a *Customer* have traded water within that season to cover meter inaccuracy, we will negotiate with, and may refund the volume used by the *Customer* to cover the inaccuracy.

Excluding interest, we will reimburse or credit charges or any penalties applied as a result of a meter over recording usage for the season in which the dispute occurred.

We will negotiate an agreed meter replacement timetable with the *Customer* based on the degree of inaccuracy, critical irrigation periods, impact of supply interruption on other *Customers* and current commitments for meter replacements.

**Note**

Domestic and stock meters will be treated in accordance with our Urban Charter.

**8.6 Meter failure**

If a meter is found to be defective, an account for volumetric use will be estimated, based on past consumption history, or circumstances relevant to the property. If the meter is defective 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*.

**8.7 Meter damage**

Lower Murray Water may charge for repair or replacement of the meter on the *Customer's* property where the damage has been caused by wilful acts of the *Customer*. Costs associated with accidental damage caused by the *Customer* will be by negotiation.

**8.8 Meter upgrade**

In accordance with its metering policy, Lower Murray Water may install a new meter at a cost when a *Customer* upgrades their internal irrigation system where the existing meter is not suitable for the new system.

**8.9 Meter replacement**

Lower Murray Water will replace a *Customer's* meter at no cost when that meter reaches a volumetric level or age.

**8.10 Meter replacement (private diversions)**

Lower Murray Water will only replace a *Customer's* secondary meter if the meter has previously been installed and/or approved by Lower Murray Water.

**8.11 Special meter readings**

Lower Murray Water may undertake a special meter reading upon request by a customer. Special meter reads may incur a fee except where the customer provides a self-read, the property has a digital or telemetry meter, or the customer is enrolled in our customer support program.

**9 Repairs and replacement of service**

**9.1 Water service maintenance**

**9.1.1 Who is responsible? (Low Pressure)**

- a) Lower Murray Water is responsible for maintenance (repairs and/or replacement) of the property service pipe including all fittings located within the 4m no dig zone. See attachment I diagrams A, B, F, G & H.
- b) we are not responsible for maintenance of private extensions or trunk services or property service pipes from private extensions.
- c) responsibility for the service pipe between the 4m no dig zone and the meter assembly is the responsibility of the *Customer*. The meter assembly remains our responsibility. See attachment I diagrams A, B, F, G & H.

**Note**

In cases where attachment I diagrams do not represent actual in-field installations, *Customers* should contact our office to confirm maintenance responsibilities.

**9.1.2 Who is responsible? (High Pressure)**

- a) Lower Murray Water is responsible for maintenance (repairs and/or replacement) of the property service pipe from our water main to the downstream side of the meter assembly. See attachment I diagrams C, D & E.
- b) we are not responsible for maintenance of private extensions or trunk services or property service pipes from private extensions.

**Note**

In cases where attachment I diagrams (refer attachment I) do not represent actual in-field installations, *Customers* should contact our office to confirm maintenance responsibilities.

**9.1.3 Reporting leaks**

Lower Murray Water requests that *Customers* report water leaks which are on our side of the meter without undue delay in order to minimise environmental damage and water losses.

**9.1.4 Unobstructed solar and telemetry access**

Lower Murray Water requires notification from *Customers/property* owners prior to the erection of structures or plantings of vegetation which may cause possible shading to existing solar and telemetry assets.

## 9.2 Backflow prevention

If a *Customer's* irrigation system presents or is found to present a risk of backflow, the *Customer* is responsible for preventing contamination of *Lower Murray Water's* urban and rural *Water Supply* systems by installing and maintaining an approved *Backflow Prevention Device* at a location we approve.

## 9.3 Clearance of blocked Drains

9.3.1 *Customers* should notify *Lower Murray Water* should they suspect a drainage main or structure is blocked or obstructed.

9.3.2 A blockage or obstruction in a *Customer's* internal *property* drain is the responsibility of the *Customer*.

## 9.4 Reporting drainage overflows

*Lower Murray Water* requests that *Customers* report Drainage overflows without undue delay in order to minimise environmental damage.

## 9.5 Defective work

9.5.1 *Customers* are responsible for the maintenance of their internal *Water Supply* and/or drainage systems to designated points of connection with *Lower Murray Water's* infrastructure.

If we become aware of the presence of any defective or improper work forming part of any *Customer's* internal water or drainage system which in our opinion impairs the effective operation of our delivery or collection systems (such as the discharge of stormwater or wastewater from septic or sullage systems into our system or a defective *Backflow Prevention Device*), we may serve a notice 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 incurred in rectifying this defective or improper work.

### Note

*Customer* Connections to our system which enable a *Customer* to take a flow rate greater than the design flow rate at that service point which causes impacts on other *Customers* may be deemed defective.

9.5.2 If we have been advised that the *property* is occupied by a tenant, a copy will also be forwarded to the tenant, for information.

## 9.6 Disconnection

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

9.6.2 In accordance with the *Act*, a *Customer* who owns a *property* may, with our consent, engage a party we approve to disconnect the *property* from the water main or drainage main to which it is connected to a standard we approve.

## 9.7 Reconnection

*Lower Murray Water* will promptly reconnect a *Customer's* *property* which has been disconnected upon:

- a) the reason for disconnection no longer existing; or
- b) receipt of a written undertaking as to compliance by the *Customer* in a form we accept; and
- c) payment by the *Customer* of any reasonable charge we impose.

## 9.8 Damage to Customers' property

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

9.8.2 If damage occurs to a *Customer's* *property* due to a failure of our systems, we will minimise damage and inconvenience and restore the affected area.

9.8.3 A *Customer* whose *property* sustains damage as a result of our operations may seek compensation as specified in the *Act*.

9.8.4 We will not accept liability for any damage caused by a *Customer* or illegally connected services.

## 9.9 Safety fencing and lighting

Where any soil or pavement on any street, reserve or easement has been excavated or broken up by *Lower Murray Water*, the area will be properly secured in accordance with the *Victorian OHS Act 2004* Australian Standard 1742.3 2002 Manual of uniform traffic control devices, *Road Management Act 2004* Worksite Safety-Traffic Management Code of Practice, Road Safety (Road Rules) Regulations 1999, Vic Roads Road Works Signing Code of Practice and relevant Occupational Health & Safety regulations, or other required safety standards.

## 9.10 Removal of trees

9.10.1 If *Lower Murray Water* determines that the tree/s on a *property* is obstructing or damaging its water or drainage system, or is likely to do so, it may require the *property* owner to remove the tree/s in accordance with the *Act*.

- 9.10.2 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.
- 9.10.3 If we decide that the tree/s is to be removed and the *property owner* still does not agree with this decision, the *property owner* may apply to the VCAT to have the decision reviewed.
- 9.10.4 If the *property owner* does not apply to the VCAT, and does not remove the tree/s, then we may give the *property owner* notice that if the tree/s is not removed within 21 days, we will remove the tree/s and recover the reasonable cost of removal from the *property owner*.
- 9.10.5 If we have been advised that the *property* is occupied by a lessee, a copy of the notice will also be forwarded to that lessee, for information.

## 10 Customers' rights to assistance

### 10.1 Enquiries and assistance

- 10.1.1 *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.
- 10.1.2 *Customers* may choose to appoint a representative or support person in their dealings with us by sending a request in writing to our office outlining the level of authority being requested.

*Where a customer has nominated a chosen representative and where appropriate, LMW will communicate with the chosen representative.*

- 10.1.3 A *Customer* may make a verbal enquiry regarding our services by telephoning or attending any of our offices during normal business hours. When possible, verbal enquiries will be answered while the *Customer* is on the telephone, or present. If it is not feasible 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 they can expect to receive a reply within 10 business days.
- 10.1.4 We will provide information, including the following, to *Customers* through its enquiry facility:
- a) account information
  - b) account payment options
  - c) concession entitlements where applicable
  - d) programs offered to *Customers* who are having payment difficulties
  - e) information about *Lower Murray Water's* complaint handling procedures
  - f) information about the EWO(V)
  - g) water allocations
  - h) water ordering
  - i) licence applications and renewals
  - j) applicable fees.

- 10.1.5 *Customers* making written or online enquiries can expect prompt and clear answers. If a *Customer* asks for a written reply, *Lower Murray Water* 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
- if the enquiry is more complex acknowledge the receipt of the enquiry and inform the *Customer* when they will receive such reply.

- 10.1.6 If a *Customer* requests information that does not relate to a service we provide, suggested external avenues of assistance will be provided where known.

### 10.2 Requests for information

- 10.2.1 *Customers* may view or obtain general information from *Lower Murray Water's* website at [www.lmw.vic.gov.au](http://www.lmw.vic.gov.au) or our Annual Report. For any extraordinary information, we reserve the right to charge a commensurate fee for preparation, research and supply of this information.
- 10.2.2 We will provide specific information to *Customers* (where available) via its website to allow *Customers* to understand their consumptive use for the current year against 5 previous years to assist with irrigation scheduling. This information will assist *Customers* in gaining optimum water use efficiency on farm. *Customers* may be required to assist this process by recording meter readings.

Where available we will accumulate and store records of the last 5 years of a *Customer's* consumption, water ordering and meter reading history, in such a way that information can be provided quickly and at no cost to the *Customer*.

- 10.2.3 We will, upon request, provide *Customers* with information regarding the following at no cost to the *Customer*:
- a) this *Customer Charter*
  - b) the results of any *Customer* surveys
  - c) the results of any water quality monitoring program
  - d) current Schedule of Tariffs and Charges, and applicable fees
  - e) current lists of local Offices and emergency telephone numbers
  - f) any regulatory instruments, other than primary legislation under which *Lower Murray Water* operates
  - g) programs available to *Customers* who are having payment difficulties
  - h) information about *Lower Murray Water's* complaint handling procedures
  - i) information about EWOV
  - j) water allocations
  - k) water ordering procedure
  - l) dealings with Licences issued under the Act.

10.2.4 For non-English speaking *Customers* or *Customers* with a disability, we will facilitate access to language interpreter or *Tele Typewriter (TTY)* services for speech and hearing impaired, as appropriate.

For language interpreter services *Customers* can call 13 14 50.

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

### 10.3 Customer complaints

10.3.1 Complaints may be lodged by telephone or in writing to any of our offices. Any complaint will be initially dealt with by the business unit it relates to who will offer a solution under the direction of the manager. If a written reply is requested, we will take no more than 10 business days to respond to an enquiry or complaint.

10.3.2 If the solution or action taken does not satisfy the complainant, the matter will be referred to the business unit's General Manager upon request for review. The General Manager will ensure that the complaint has been properly investigated and that the final decision has taken into account the customer's rights and obligations. 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.

10.3.3 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 the EWOV (1800 500 509 free call), VCAT or Consumer Affairs Victoria. We will advise the *Customer* how they may contact these bodies.

10.3.4 Debt recovery action directly related to the *complaint* will be suspended until the dispute has been resolved.

10.3.5 We will inform the *Customer* that the Complaints and Dispute Policy and procedure can be obtained from any office, from [www.lmw.vic.gov.au](http://www.lmw.vic.gov.au) or can be posted to the *Customer* on their request.

### 10.4 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.

### 10.5 Complaints records

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

### 10.6 Resolution of disputes

*Lower Murray Water* will resolve, in good faith, any dispute directly with its *Customers* and others affected by our operation.

A dispute is considered to be resolved if we have 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 to an external dispute resolution forum and the claim has not been finalised

## 11 Charges and methods of billing

### 11.1 Liability for charges

11.1.1 *Customers* are liable and required to pay the appropriate fees and charges for the services applicable. Fees and charges are approved by the *Essential Services Commission* and the *Act*, as applicable.

### 11.2 Special meter readings

*Lower Murray Water* will, upon request from the *Customer*, determine the *Customer's* outstanding charges outside of the normal billing cycle by:

- a) arranging for a special *meter* reading at the applicable charge payable by the *Customer* (some exclusions apply); or
- b) a customer providing a self-read with evidence that clearly identifies the meter dial digits and meter serial number; or
- c) providing to the *Customer* an estimation of their outstanding charges at no cost.

### 11.3 Contribution to new works

11.3.1 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.

11.3.2 Where this occurs, we will give the *property* owner a notice setting out:

- a) the amount payable
- b) the reason why payment is required
- c) details of the new works or services that will be provided
- d) details of the owner's right to object to the payment.

11.3.3 We offer the option of payment by instalments. The Consumer Credit Code will apply if interest is charged over any given period of time.

## 11.4 Variation of charges

Lower Murray Water reserves the right to vary fees and charges from time to time in accordance with the Act, our approved service standards and any relevant determination of the Essential Services Commission.

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

## 11.5 Notification of charges

Lower Murray Water will notify Customers of our tariffs 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 and customers will be notified of changes on the first bill that the new charges come into effect.

## 11.6 Accounts

11.6.1 Lower Murray Water will consult with its Customer Service Advisory Committees to determine or alter the dates or periods for billing Customers.

11.6.2 We will send the Customer's bill to:

- a) a Customer at the mailing address specified by the Customer; or
- b) a Customer's agent at the mailing 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 mailing address specified by that person.

If no mailing address has been specified, we will 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.

11.6.3 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.

11.6.4 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 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) information on concessions to eligible Customers who have domestic and stock supply
- l) any outstanding credit, debit or interest from previous bills
- m) the total of payments made by the Customer since last bill was issued
- n) if we intend to charge interest on outstanding amounts, a clear statement of the rate of interest and from what future date it is to be applied
- o) if the bill relates to a licence, that failure to pay may result in suspension of the licence.

## 11.7 Interest and other charges

Lower Murray Water will inform Customers that interest may be charged 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.

Legal fees which is a charge over a Customer's property is a charge applied by the Act.

## 11.8 Presentation of Charges

11.8.1 An account issued by Lower Murray Water will, where applicable, 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) including any interest payable on outstanding amounts, or tariff component
- e) any rates and other charges.

11.8.2 Some of the information contained in clause 11.6.4 and 11.8.1 may not be included or separately itemised in a reminder or final notice, as the *Customer* will have previously received a complete account.

## 12 Paying accounts

### 12.1 When payment is due

- 12.1.1 *Customers* may query their account by visiting or contacting any *Lower Murray Water* office.
- 12.1.2 A *Customer* must pay the amount set out in an account on or before the due date, which is determined to be at least 28 days from issue of the account, unless:
- another arrangement is made, as in the case of payment difficulties, Refer Clause 13.2; or
  - there is a *complaint* over payment in progress in accordance with Clause 10.3 *Customer* complaints which has not been resolved, in which case, the *Customer* must pay any amount owed to *Lower Murray Water* that does not directly relate to the *complaint*.
- 12.1.3 A *Customer* is assumed to have received an account 5 business days after it is sent to their recorded address and has not been returned unclaimed.

### 12.2 How payment can be made

- 12.2.1 *Customers* may pay an account:
- by electronic means, via the internet or phone (as per the remittance advice at the bottom of the *Customer's* account); or
  - by Direct Debit; or
  - through a provider of income support e.g. Centrelink; or
  - in person,
    - at a Post Office or licenced postal agency; or
    - by electronic methods at any of our offices; or
  - by mailing a cheque to any of our offices.

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

- 12.2.2 Where a *Customer* 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*.

### 12.3 Account overcharging, error and retrospective charging

- 12.3.1 If there is an error made in the charge to a *Customer* which 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 will be

limited to the amount undercharged in the 4 months prior to *Lower Murray Water* notifying the *Customer* that undercharging has occurred.

We will send an accompanying explanation outlining 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 and allow the amount to be recovered through a flexible payment plan in accordance with clause 13.1.

- 12.3.2 Where we have undercharged a *Customer* as a result of the *Customer's* illegal use of water, we may estimate the amount of water, pursuant to Section 301 of the *Act*, for which the *Customer* has not paid and where necessary, take debt recovery action including restriction for the unpaid amount in accordance with clause 14.2.
- 12.3.3 We may waive or defer payment, due to special or extenuating circumstances.
- 12.3.4 No interest shall accrue to a credit or refund as a result of overcharging.
- 12.3.5 If during a financial year 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 full amount overcharged or apply the overcharged amount to any arrears on the account for the preceding 12-month period.

We will offer a refund to the *Customer* if requested.

### 12.4 Billing history

*Lower Murray Water* will on request and within 10 business days, provide a *Customer* or their representative with written authorisation, copies of any documents it has concerning the *Customer's* billing history.

For billing history beyond 3 years, we may 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.

### 12.5 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.

### 12.6 Concessions/Assistance

*Customers* who hold a Pensioner Concession Card, Health Care Card, 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 our office.

## 12.7 Late payment

On a quarterly basis, if a *Customer* has outstanding tariffs or charges after the due date of the reminder notice elapsing, *Lower Murray Water* will issue the *Customer* with a final notice which will include the date from which interest may be applied on outstanding amounts, and the percentage interest rate that may be applied.

Where reasonable in the circumstances, all amounts we receive from the *Customer* will be applied to debt that has been outstanding the longest.

## 12.8 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 charge that *Customer* the administrative fee charged by the bank or collection agency. *Customers* who dishonour a payment may be required to make their payment by cash, EFTPOS, 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. Where a customer holds an eligible concession card or is enrolled in our customer support program, we will not on-charge any administrative fees incurred by LMW.

## 13 Payment plans and customers experiencing payment difficulty

### 13.1 Flexible payment plans

13.1.1 *Lower Murray Water* will make flexible payment plans available to *Customers* according to the *Customer's* capacity to pay. Flexible payment plans offered will:

- a) state how the number of payments has been calculated
- b) state the period over which the *Customer* will pay the agreed amounts
- c) **state the date by which each payment must be made**
- d) specify the total amount to be paid each period
- e) be able to be modified at the request of a *Customer* if there is a demonstrated change in circumstances
- f) be confirmed in writing, or by email or SMS to the *Customer* prior to or as soon as practicable after the flexible payment plan commences.

13.1.2 We may refuse to offer a *Customer* a flexible payment plan if the *Customer* has:

- a) in the previous 12 months, had 2 flexible payment plans cancelled due to non-payment unless the *Customer* provides reasonable assurance that the *Customer* will comply with the plan; or
- b) been referred to a third party collection agency or a court over the debt.

### 13.2 Payment difficulties

13.2.1 *Lower Murray Water* has a range of options to assist *Customers* experiencing difficulty in paying accounts. A *Customer* is entitled to information on these options and where eligible, to be considered for such assistance.

13.2.2 A *Customer* who has difficulty paying their account or whose account is in arrears may request 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* evidently has the capacity to pay their accounts and any arrears without an instalment plan; or
- b) the *Customer* has previously failed to comply with 2 instalment payment plans in the last 12 months, in which case we may only offer another instalment plan if there is a reasonable chance that the *Customer* will comply with it; or
- c) the *Customer* has been referred to a third party collection agency or a court.

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:

- I. the total number of payments to be made
- II. the period over which the payments are to be made
- III. the date by which each payment must be made
- IV. the amount of each payment.

13.2.3 In addition, we will:

- a) offer to extend the due date for some or all of an amount owed; or
- b) at our discretion waive or suspend interest payments on outstanding amounts; or
- c) where available, offer more frequent billing options; or
- d) refer *Customers* to government assistance programs or to no-cost independent rural financial counsellors; or
- e) redirect the account to another person for payment provided that person agrees in writing.

At the request of the *Customer*, we will modify a payment plan if there is a demonstrated change in their circumstances.

### 13.3 Customers experiencing financial difficulty

*Lower Murray Water's* Customer Support Policy has been developed to ensure an acceptable level of service is delivered with maximum respect to *Customers* who are experiencing or at risk of experiencing financial difficulty.

*Customers* experiencing financial difficulty can contact our office (ref. back cover) for information on how we can assist. We will provide a copy of this policy in a different language upon request by contacting any of our offices (ref. p. 1). Interpreter services are available to contact our office.

We may also refer *Customers* to a Rural Financial or other counsellor.

We will engage proactively with customers to identify and support customers experiencing or at risk of experiencing financial difficulty and provide information on the support available in accordance with our customer support policy including:

- i. exempting customers experiencing payment difficulties from supply restriction, legal action, and additional debt recovery costs when engaging in the support policy; and
- ii. offer information to customers about our dispute resolution policy, and the customer's right to lodge a complaint with EWOF and any other relevant external dispute resolution forum if their hardship claim is not resolved to their satisfaction



All customers, regardless of type are eligible for assistance through our Customer Support Policy.

### 13.4 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 provided 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 Customer Support Policy
- f) acknowledging that debt may have accumulated through a joint account. In such circumstances each case is considered and assessed independently and debt may be separated or suspended.

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.
- e)

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

### 13.5 Reducing future accounts by saving water

13.5.1 *Customers* who have difficulty in paying accounts may consider reviewing water usage, as water use efficiency can reduce a *Customer's* water consumption charge.

13.5.2 *Lower Murray Water* assists partner agencies in the development of programs to assist *Customers* in optimising on-farm water use efficiency. Details of these programs are available, as appropriate, on our website at [www.lmw.vic.gov.au](http://www.lmw.vic.gov.au) or by contacting our Rural Customer Team.

## 14 Actions for non-payment

### 14.1 Reminders/Final notices and recovery action

14.1.1 *Lower Murray Water* may take debt recovery action if an account remains unpaid. This may ultimately include referral to a debt collection agency, legal action or suspension of a *Customer's* *Water* supply.

14.1.2 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 at least two business days after the account due date and no response is received within 7 days; This notice shall:
  - advise the customer of the date of issue, that the bill is overdue and the amount outstanding

- inform the customer having difficulty paying the

account that contact should be made with *Lower Murray Water*

- allow the customer a minimum of six 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 customer support policy, how to contact LMW and the EWO(V) (free call: 1800 500 509)
  - caution that if payment is not received by the due date, a final notice may be issued.
- c) if payment is not received by the due date is then sent a final notice. This notice shall:
- be issued by LMW within 15 business days of the reminder notice being issued
  - advise the customer that the bill is overdue, the date of issue, the overdue amount and explain debt recovery actions which may occur
  - allow the *Customer* a minimum of 6 business days to pay the account once they are deemed to have received it; and
  - specify any assistance that is available to the *Customer*, including information about instalment plans, our Customer Support Policy and EWO(V); and
  - caution that, if legal or restriction action is taken, the *Customer* may incur additional costs in relation to those actions; and
  - state the date from which interest may be applied on outstanding amounts, and the annual percentage interest rate that may be applied; and
  - specify 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).
- 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.

14.1.3 *Customers* are assumed to receive a final notice 4 business days after it is sent to their notified address.

### 14.2 Suspension / restriction of water supply to customers.

#### 14.2.1 Suspension

*Lower Murray Water* may suspend a *Customer's* supply of water for non-payment if the *Customer* has been sent a reminder notice and:

- a) more than 10 business days have elapsed since of the customer has been sent a final notice referred to at 14.1.2 (c); and
- b) *Lower Murray Water* or its agent has made, or attempted to make, contact with the *Customer* about non payment.

#### 14.2.2 Legal action

We may commence legal action for non-payment if:

- a) we have complied with steps in clause 14.1.2; and
- b) the *Customer* has been notified of the proposed restriction or legal action and the associated costs; and
- c) the *Customer* has:
  - 1) been offered a flexible payment plan under

clause 13.1 and the *Customer* has refused or has failed to respond; or

- 2) agreed to a flexible payment plan and has failed to comply with the arrangement.

#### 14.3 Limit on suspension / restriction and legal action

14.3.1 *Lower Murray Water* will not apply a suspension/ restriction to a *Customer's* supply or take legal action if:

- a) the amount owed by the *Customer* is less than \$300; or
- b) a reminder notice has not been sent; or
- c) 15 days has not elapsed since the issue of a final notice or the customer has not been advised, via message on a final notice, of the options if they wish to arrange a payment plan ; or
- d) the *Customer* has not been advised, via a message on the Final Notice, of the option to contact our office if they wish to arrange a payment schedule; or
- e) a suspension/restriction notice has not been sent or hand delivered; or
- f) the *Customer* has agreed to an instalment plan or other alternative payment arrangement consistent with the *Customer's* capacity to pay; or
- g) the *Customer* is eligible and has lodged a claim for a Government funded concession, but has not yet been granted the concession; or
- h) the *Customer* has applied for a Water Rates and Charges Utility Relief Grant and the claim has not yet been determined; or
- i) 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 10.3.3. However, *suspension or restriction* may result if the *Customer* does not pay any amount which is not in dispute; or
- j) the amount in dispute is subject to an unresolved *complaint* procedure in accordance with our complaints policy; or
- k) the *Customer* has lodged notice of compassionate circumstances that is still under consideration.

14.3.2 This Clause does not restrict our right under the *Act*, to pursue a debt owed to it by a *person* who is no longer a *Customer*.

#### 14.4 Additional limits on suspension/restriction for non-payment

14.4.1 *Lower Murray Water* must not take steps to suspend or restrict 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; or
- it is a Friday, a weekend, the day before or the day of a Public Holiday or after 12 noon on a weekday.

14.4.2 We will attempt to give *irrigation Customers* further notification in the form of a personal visit, phone calls, email and or SMS prior to *suspension or restriction*.

14.4.3 *Customers* who believe that

*suspension/restriction* will cause a safety or health hazard should contact our office.

14.5 We will only suspend a customers supply or take legal action for non-payment as a measure of last resort.

- a) *Lower Murray Water* will reinstate its supply of services to a *suspended/restricted Customer* within 1 business day of becoming aware that the reason for *suspension or restriction* no longer persists 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) on rectification of the reason for *suspension/ restriction*.

## 15 Rights to vary supply

### 15.1 Interruption, postponement or limitation of supply

After advising *Customers*, *Lower Murray Water* may interrupt, postpone or limit the supply of water or drainage services to *Customers*:

- a) in the case of water services, during a drought and on the approach of a drought, by introducing *restrictions* in accordance with the *Act* for non-*irrigation* purposes; or
- b) if any part of our assets are damaged, for example by bursting, blockages or breakdowns; or
- c) if, in our reasonable opinion, it is necessary to inspect, maintain, repair or replace any part of its assets; or
- d) if any event occurs beyond our control, including war, sabotage, civil commotion, acts of terrorism, national *emergency*, environmental disaster, algal or aquatic plant outbreak, fire, flood, cyclone, earthquake, landslide, explosion, industrial action, power or water shortage; or
- e) where rationing is directed by the Minister for Water due to shortfall of supply in the river; or
- f) during periods of high temperature and associated peak summer demand, placement of *irrigation* orders will be managed to not exceed delivery system capacity by our water ordering system, as applicable; or
- d) as otherwise provided by the *Act*.

### 15.2 Supply of water at an adequate flow rate

Under normal operating conditions *irrigation Customers* supplied from a water main owned by *Lower Murray Water* can expect supply at the flow rate specified on their water order for which they hold a valid receipt.

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

- a) if there is a planned or an unplanned interruption to a *Customer's Water Supply*
- b) if there is excessive non *irrigation* usage during *peak summer demand*
- c) when the *Customer's* internal works, which is the *Customer's* responsibility to maintain,

are damaged or in poor condition or unable to fully utilize the ordered flow rate

- 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 suspended or restricted supply in accordance with clause 14.2
- g) where conditions exist which are beyond our control. (eg severe prolonged *drought*).

### 15.3 Testing the adequacy of water supply

If a *Customer* believes that the supply of water is not at or above the flow rate specified in their water order for which they hold a valid receipt and that none of the conditions listed in clause 15.2 apply, *Lower Murray Water* will investigate the circumstances affecting availability, if necessary, in conjunction with the *Customer*, upon the *Customer's* request.

If supply is found to be below the capacity expected, we will undertake to investigate the reason for the sub-standard supply within a reasonable timeframe and address any problems.

#### Note

Measurement of the flow rate can only be carried out by *Lower Murray Water* or a party approved by *Lower Murray Water*.

## 16 Employees and contractors

### 16.1 Officer and employee obligations

Obligations described in this *Customer Charter* apply to *Lower Murray Water* and extends to its Officers and Employees.

### 16.2 Contractor obligations

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

### 16.3 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*.

## 17 General service and product standards

### 17.1 Compliance with the Act and the Customer Charter

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

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

## 18 Separate written agreements

Separate written agreements for the provision of a supply service made before 1 July 2007 need not comply with this *Charter*.

A separate written agreement for the provision of a supply service made after 1 July 2007 cannot reduce the rights of a *Customer* provided for or implied in this Charter unless: satisfying Charter requirements is not practical; and

- a) *Lower Murray Water* expressly identifies any significant departure from this Charter to the *Customer*.

## 19 Licences

Subject to any condition prescribed or fixed under the *Act*, a licence renewed, issued or granted after 1 July 2007, cannot reduce the rights of a *Customer* provided for or implied under this Charter.

A licence issued or granted before 1 July 2007, need not comply with this Charter.

A licensee must comply with this Charter unless *Lower Murray Water* expressly identifies any significant departures from this Charter to the *Customer*.

## 20 Liability of Lower Murray Water

### 20.1 Due diligence

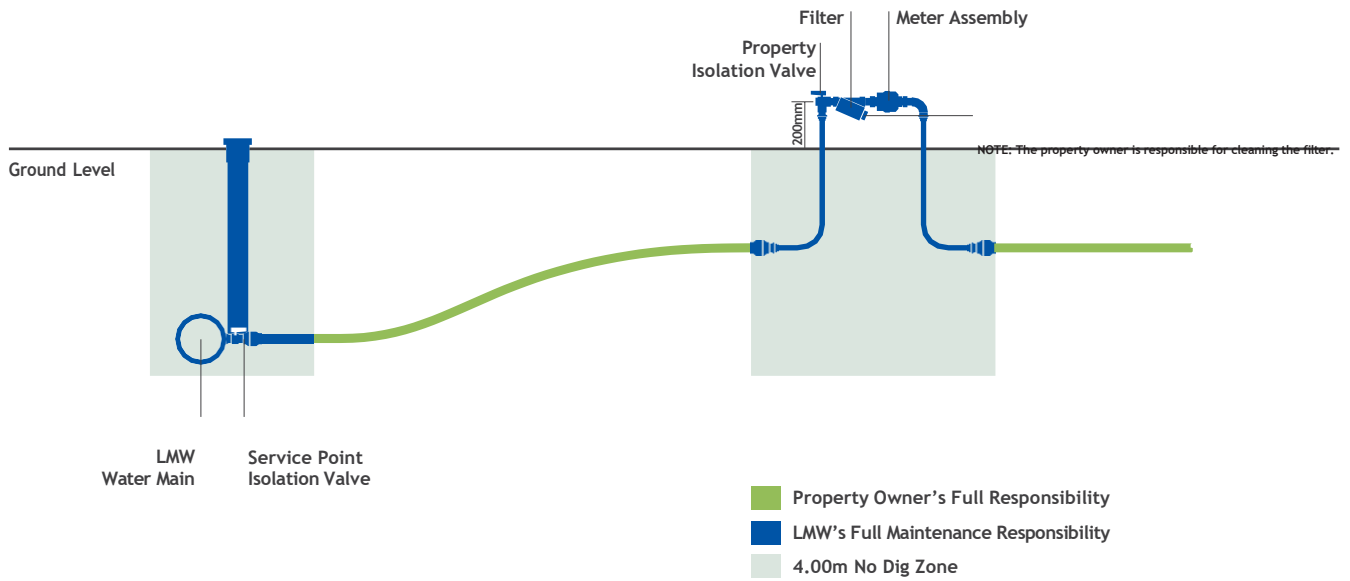
*Lower Murray Water* exercises due care and diligence in the provision of services to its *Customers*, but does not accept liability, for example for any pecuniary loss or expense sustained by *Customers*, except as specified or provided for within the *Act*.

# Attachment 1

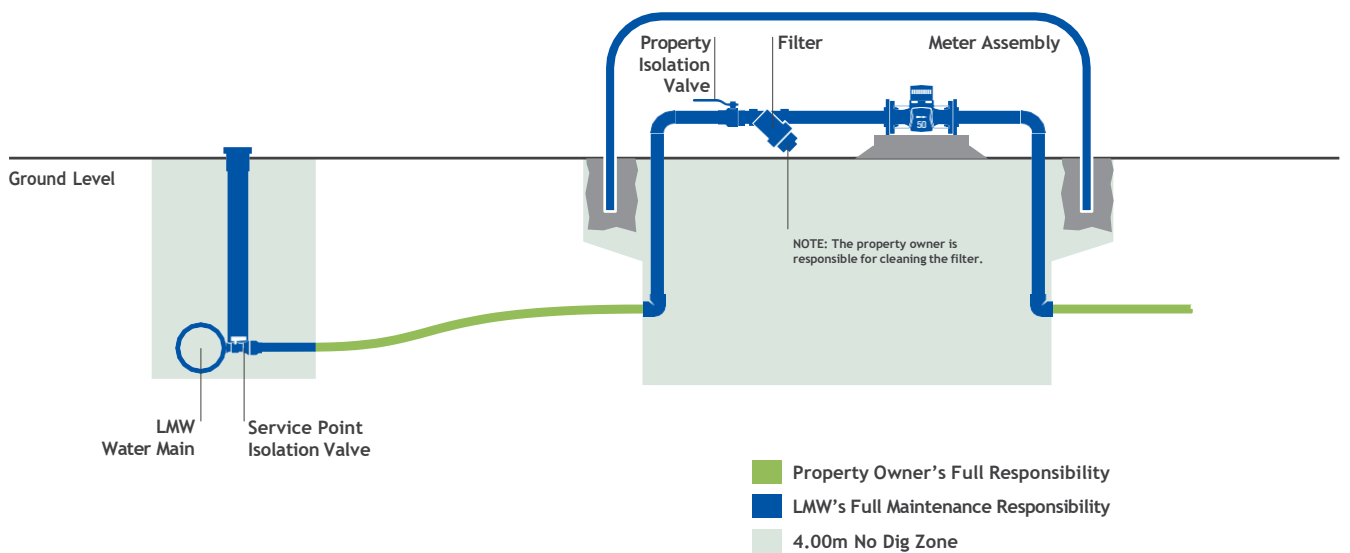
## Water connection and drainage maintenance responsibilities

### Domestic & Stock Property Service Pipe

**Diagram A**  
 Low Pressure  
 25mm & 32mm Diameter

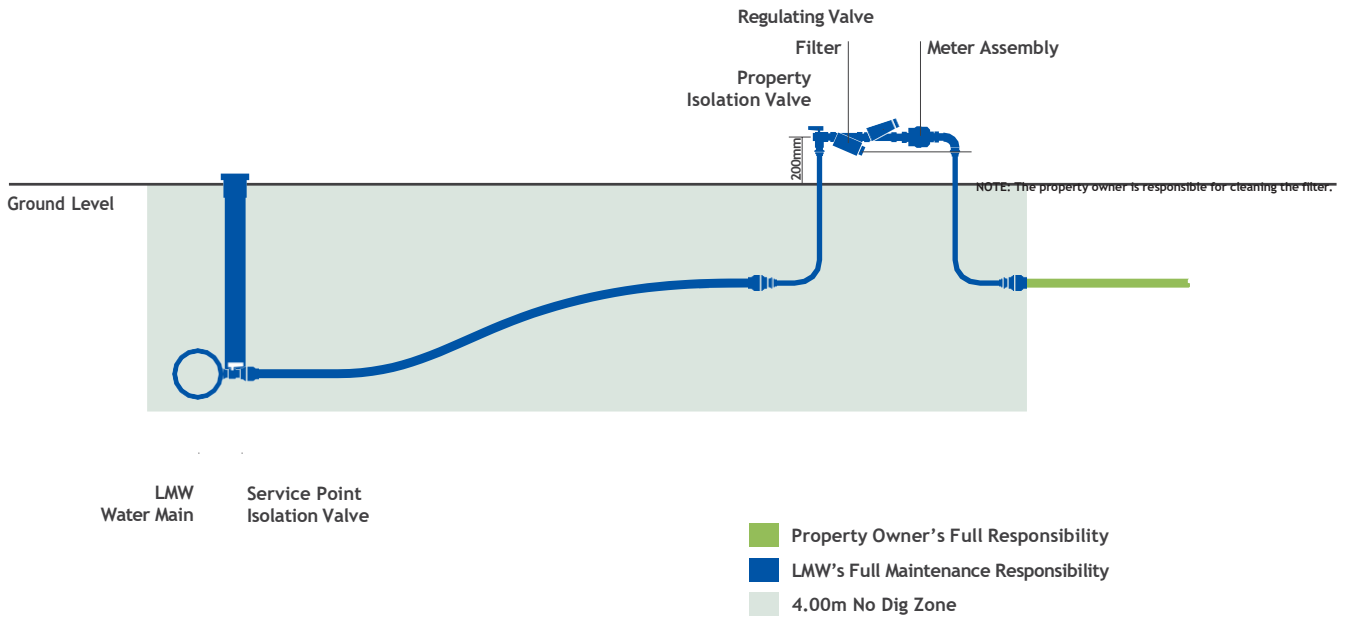


**Diagram B**  
 Low Pressure  
 40mm & 50mm Diameter



## Domestic & Stock Property Service Pipe *Cont'd...*

**Diagram C**  
High Pressure  
25mm & 32mm Diameter



# Attachment 1

## Water connection and drainage maintenance responsibilities *Continued...*

### Irrigation Service Pipe

Diagram D  
High Pressure  
Option 1

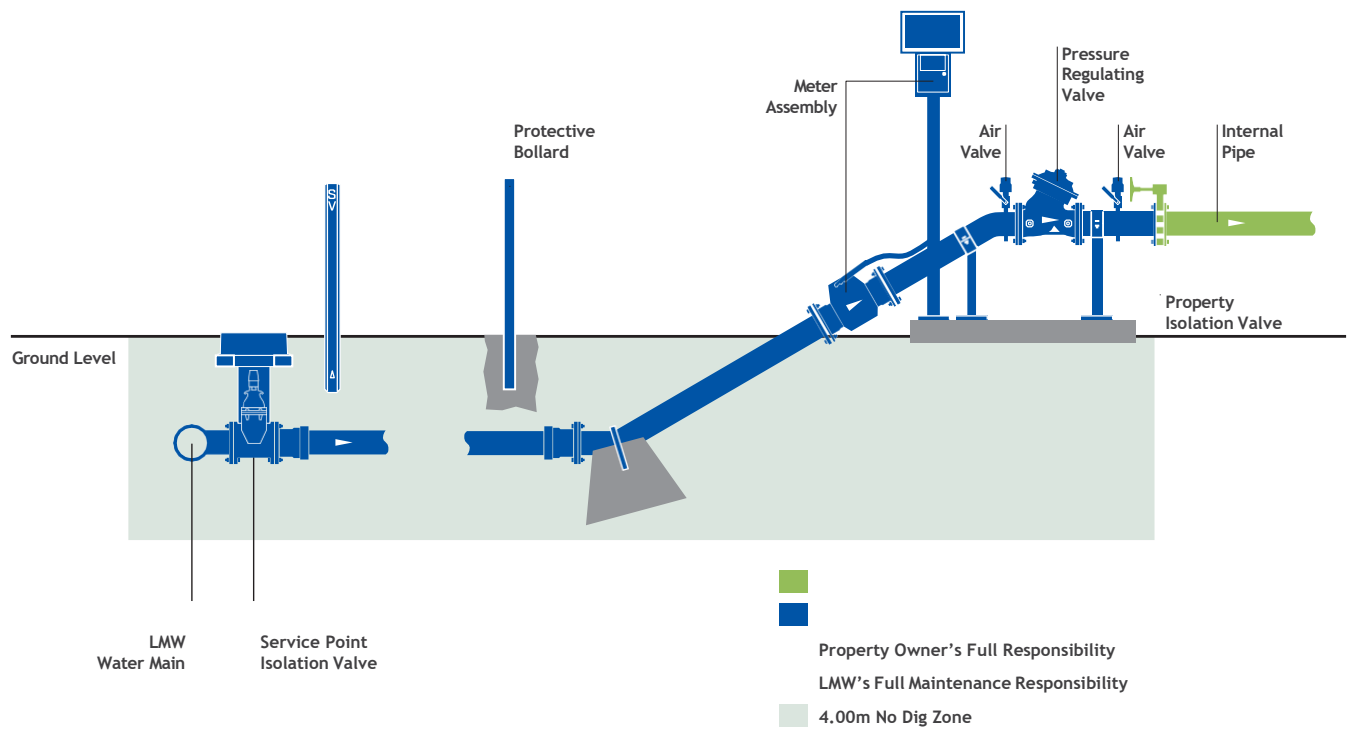
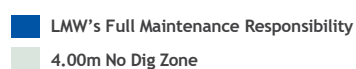
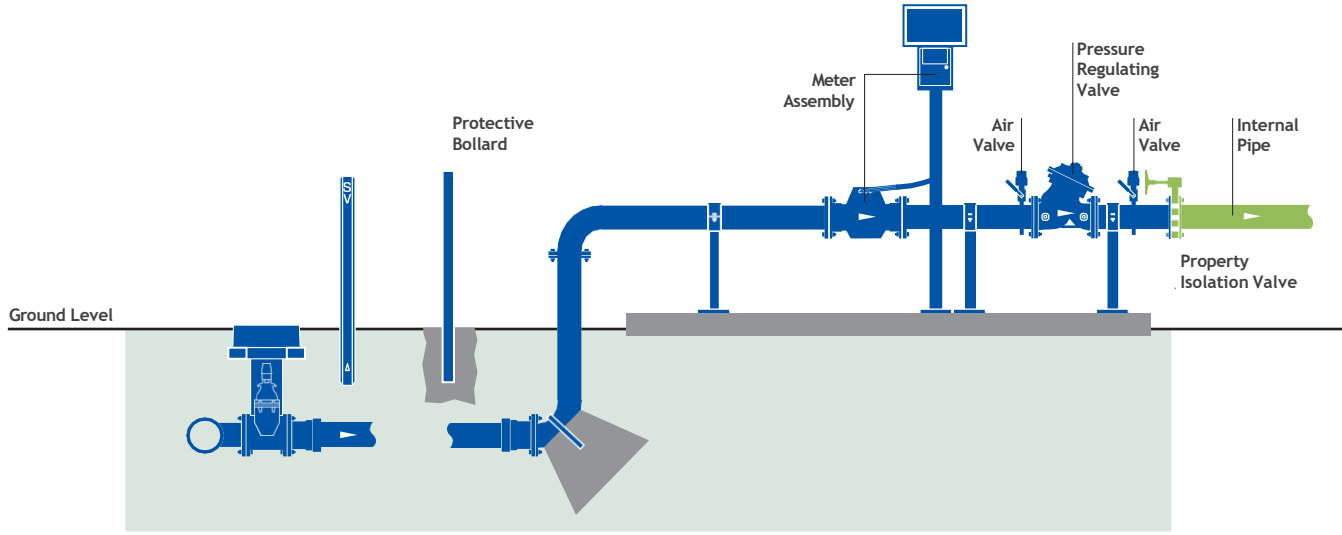


Diagram E  
High Pressure  
Option 2





LMW  
Water Main

Service Point  
Isolation Valve

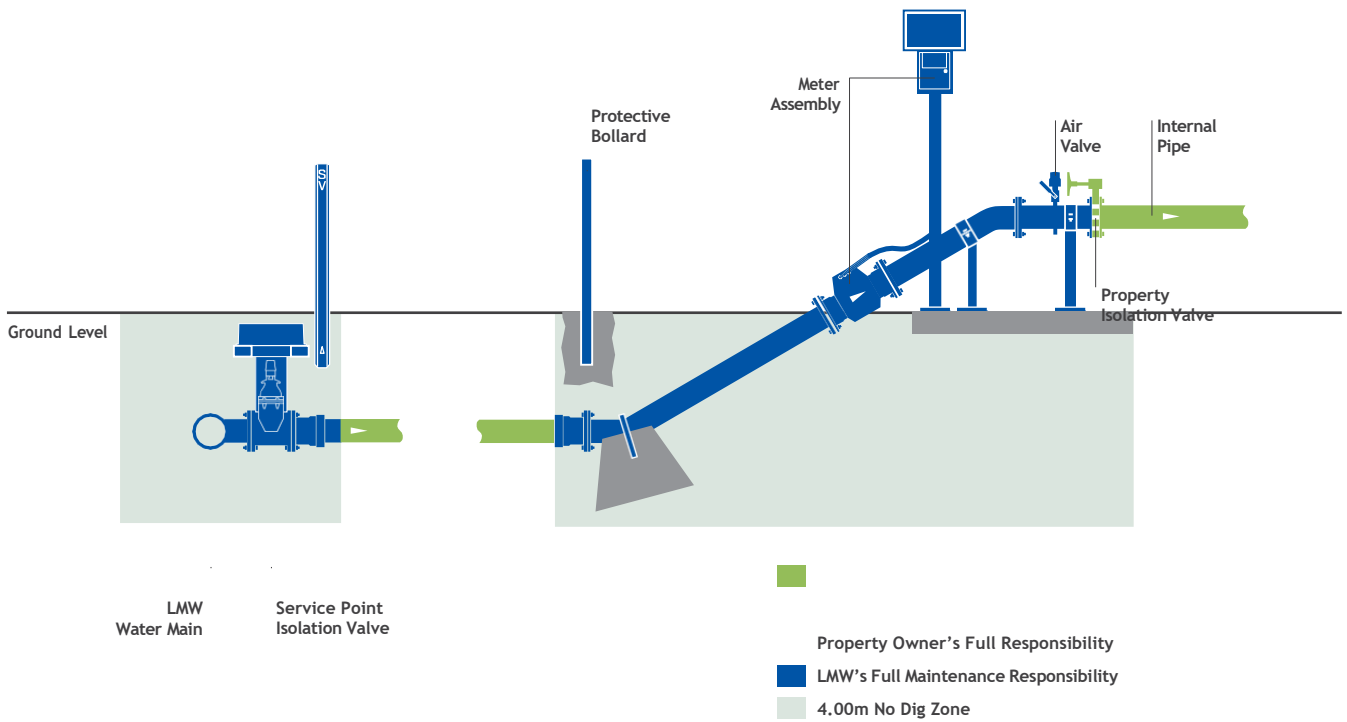
Property Owner's Full Responsibility

LMW's Full Maintenance Responsibility

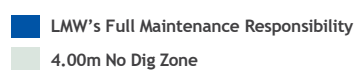
4.00m No Dig Zone

## Irrigation Service Pipe *Cont'd...*

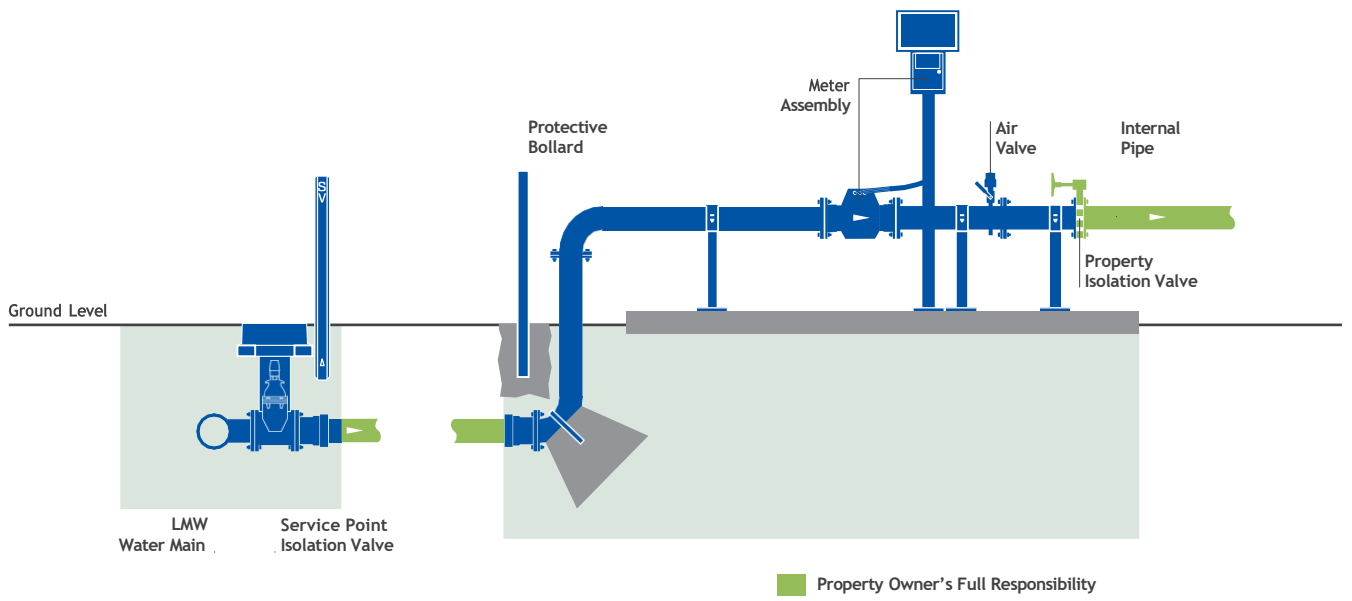
**Diagram F**  
Low Pressure  
Option 1



**Diagram G**  
Low Pressure  
Option 2







■ LMW's Full Maintenance Responsibility  
■ 4.00m No Dig Zone

# Attachment 1

## Water connection and drainage maintenance responsibilities *Continued...*

### Irrigation Service Pipe *Cont'd...*

Diagram H  
Low Pressure  
Option 3

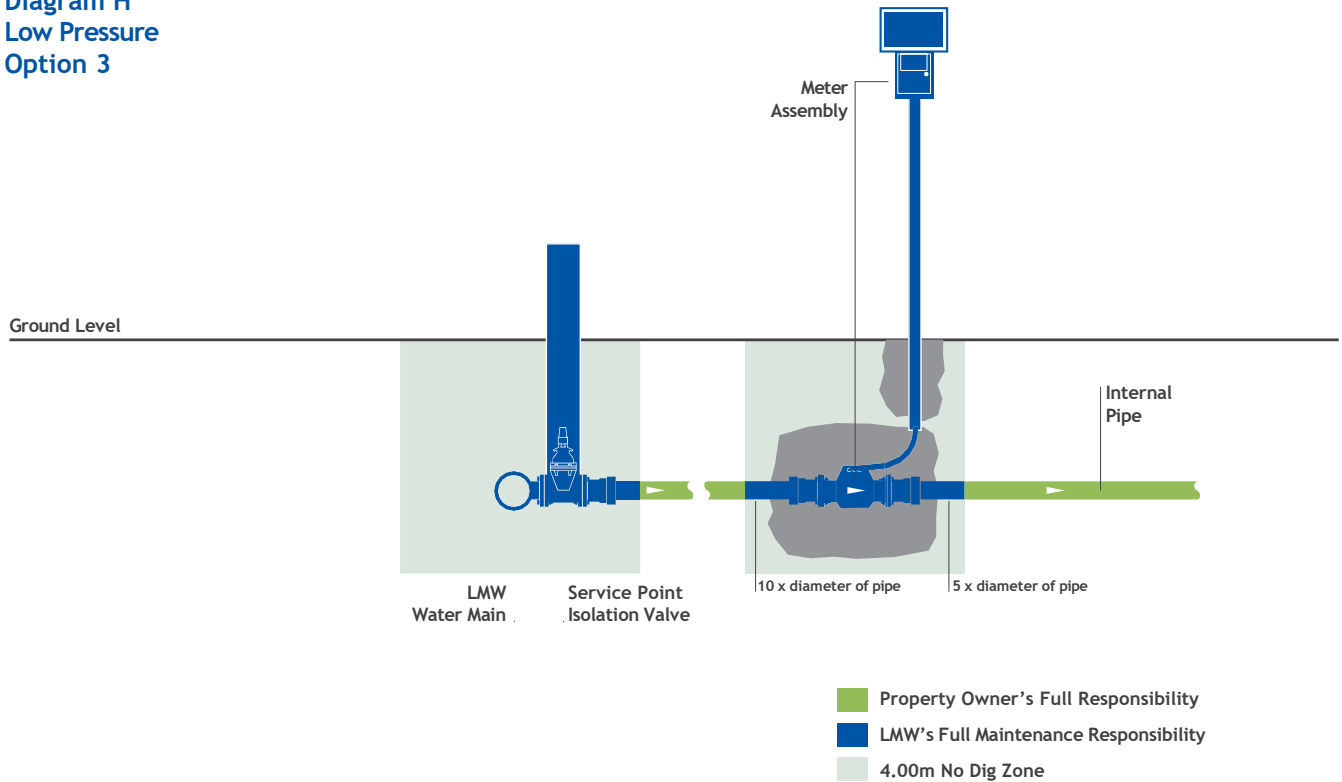
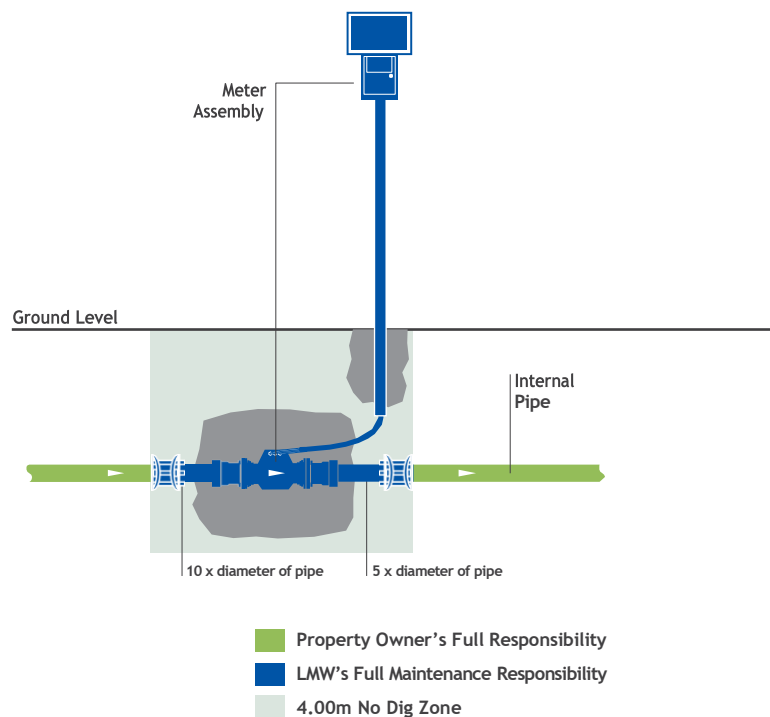
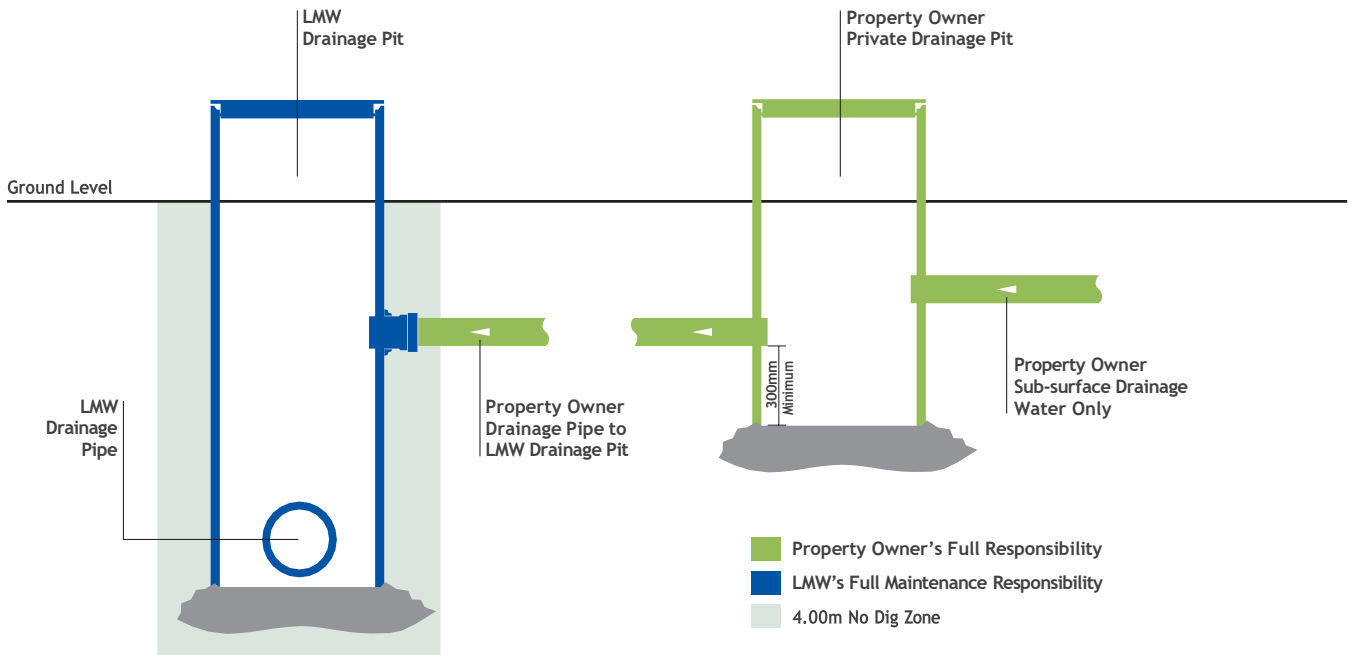


Diagram I  
Private Diverters Only

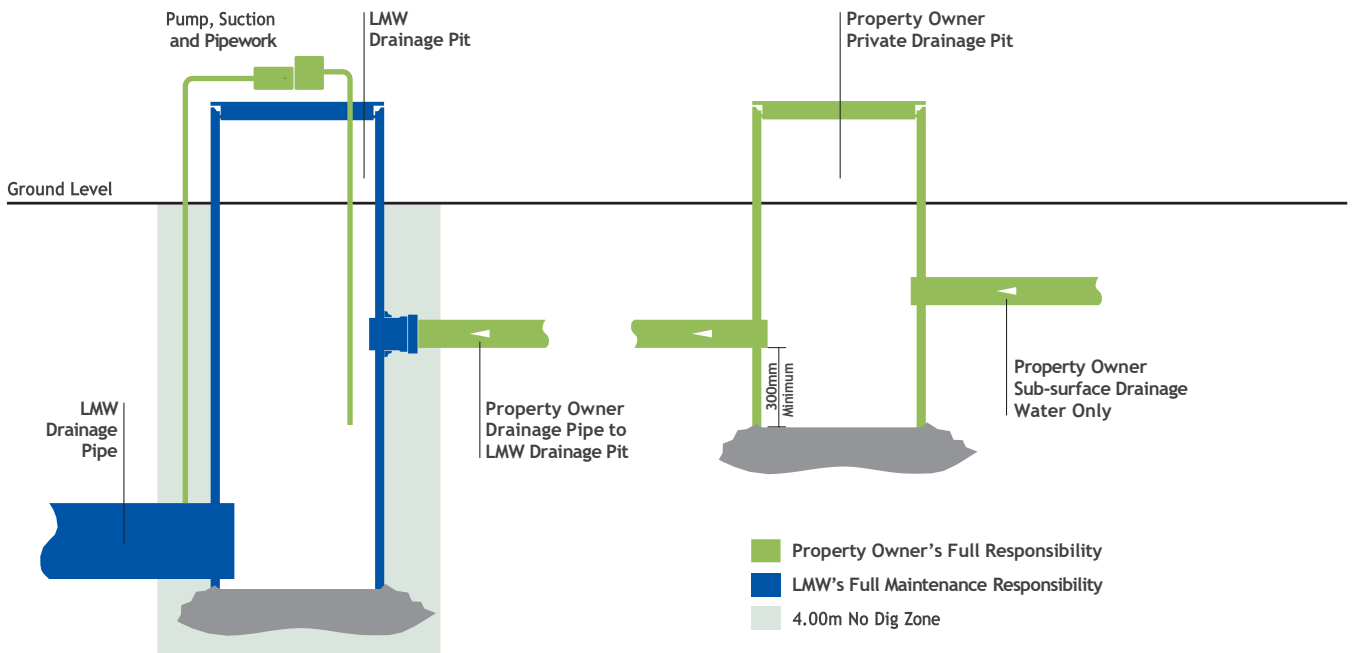


## Drainage Connection Point

Diagram J



## Nangiloc/Colignan Area Only



## Attachment 2

### Rural service standards for Lower Murray Water

Service standard	2023-24	2024-25	2025-26	2026-27	2027-28
<b>Water supply</b>					
Maximum number channel bursts and leaks (per 100km) - Merbein	151	151	151	151	151
Maximum number channel bursts and leaks (per 100km) - Red Cliffs	61	61	61	61	61
Maximum number channel bursts and leaks (per 100km) - Robinvale	10	10	10	10	10
Maximum number channel bursts and leaks (per 100km) - Millewa	7	7	7	7	7
Maximum number channel bursts and leaks (per 100km) - Mildura	142	142	142	142	142
<b>Customer service</b>					
Average time for calls to be answered in operations/contact centre (seconds)	>60	>60	>60	>60	>60
Maximum time to process a property Information Statement (upon receipt of fully completed application and payment) (Business days)	10	10	10	10	10
Average time to make Water Use licences determination (30 days)	90	90	90	90	90
Average processing time to transfer of water use licences between LMW Customers (10 days)	90	90	90	90	90
Average processing time for permanent transfer of water shares between LMW Customers (10 days)	85	85	85	85	85
Average processing time for amendment to works licence (30 days)	90	90	90	90	90
<b>Complaints</b>					
Maximum time for initial respond to a complaint or enquiry (Business days)	10	10	10	10	10



For further information,  
please contact us

# 1800 808 830

[www.lmw.vic.gov.au](http://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)

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

### Swan Hill (Area Office)

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

### Kerang (Area Office)

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.

لخدمات الترجمة اتصل على الرقم المذكور ادناه.

ਪੰਜਾਬੀ ਦੁਭਾਸ਼ੀਏ ਦੀ ਮਦਦ ਲਈ ਮੁਫਤ ਦੁਭਾਸ਼ੀਆ ਸੇਵਾ ਤੇ ਸੰਪਰਕ ਕਰੋ

## 13 14 50



**LOWER MURRAY  
WATER**