



# Rural Customer Charter

July 2023



**GWM**Water

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## **INTRODUCTION**

The Customer Service Code is made under Section 4F of the *Water Industry Act 1994*. The Rural Customer Charter is a requirement under the Water Industry Standard.

## **PURPOSE**

The purpose of this Rural Customer Charter is to inform rural customers about the standards and conditions of service and supply (including licensing) that GWMWater will comply with in providing certain regulated services to rural customers.

It applies to GWMWater's domestic and stock, rural water services, groundwater and diversion licencing services unless specifically exempted by this Rural Customer Charter or by a decision of the Essential Services Commission (ESC).

This Rural Customer Charter does not apply to bulk water provided to a regional water business.

A rural customer is covered by this charter if they:

- Own and occupy a property, have a Licence, hold an allocation, or a water allowance and are serviced by GWMWater's rural water system (see map attached to charter).
- Own a property which is serviced by GWMWater's rural water system, but do not occupy it – for example, a landlord or an owner of an unoccupied property.
- Have entered into a separate written agreement with GWMWater for rural water supply.

GWMWater is required to develop, issue and comply with a Rural Customer Charter that meets the procedural and substantive requirements of the ESC Water Industry Standard, setting out GWMWater's approved service standards.

Supply by Agreement and licensed customers will need to refer to their individual agreements for terms and conditions that may override the provisions of this Rural Customer Charter.

This Rural Customer Charter is for GWMWater's rural customers only. GWMWater has a separate Charter for urban customers. To obtain a copy please contact GWMWater on 1300 659 961 or visit [gwmwater.org.au](http://gwmwater.org.au)

## **AMENDMENT AND REVIEW OF CHARTER**

GWMWater will periodically review the content of its charter to ensure the charter accurately reflects the operations and services of GWMWater and the regulatory environment in which it operates.

## **ABOUT US**

The Wimmera-Mallee water supply system covers an area of approximately three million hectares, one of the largest rural water supply systems in the world. The total region serviced by GWMWater covers approximately 6.2 million hectares.

We provide water to approximately 33,000 urban customers living in 71 towns throughout the region. Wastewater services are provided to 28 of these towns.

The main rural service provided is a domestic and stock supply to approximately 11,000 properties via an 12,000 km rural pipeline network. A number of large commercial users are also supplied from the pipeline network. The completion of the pipeline in 2010, which replaced a 16,500 km earthen

channel delivery network, has been accompanied by the introduction of a cap and trade water management model with a standard (tradable) water allowance assigned to individual customers aimed at allowing customers to better manage their water supply risks.

Rural services also include groundwater management, river diversions and support of key regional catchment and environmental management strategies. We also manage eight bulk water supply reservoirs, including recreational access to these reservoirs.

### **COMMENCEMENT**

This Rural Customer Charter takes effect from 1 March 2023.

### **SEPARATE WRITTEN AGREEMENTS**

The terms conditions and obligations set out in this Charter shall form part of any agreement made for the supply of water under Section 124 of the *Water Act 1989*.

A separate written agreement 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:

- (a) Satisfying charter requirements is not practical.
- (b) GWMWater expressly identifies any significant departures from this charter to the customer.

### **LICENCES**

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

Subject to any conditions prescribed or fixed under Water Legislation, a licence renewed, issued or granted after 1 July 2007 cannot reduce the rights of a customer provided for or implied in the following clauses of this charter:

- (a) Clause 3 relating to works and maintenance.
- (b) Clause 5 relating to charges.
- (c) Clause 6.2, 6.3, 6.4 and 6.6 relating to billing.
- (d) Clause 7 relating to payments.
- (e) Clause 9 in relation to payment assistance.
- (f) Clause 11 relating to information.
- (g) Clause 13 relating to collection.

unless GWMWater expressly identifies any significant departures from this charter to the customer.

## 1 Quality and Reliability of Services

### 1.1 Water supply quality

Where GWMWater delivers water directly to a customer, GWMWater will use reasonable endeavours to inform customers of material changes in the quality of water supplied by GWMWater, which would be likely to affect the purposes for which the water is used by customers if such purposes are known to GWMWater.

GWMWater will maintain a supply during major water quality incidents, unless unsafe to do so, and notify customers directly by SMS (where contact details available), on our website and social media pages, or through local media.

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

GWMWater will ensure that our water supply services are provided in accordance with our service standards, except to the extent that:

- (a) The customer does not comply with any applicable requirements of service or supply.
- (b) The customer's infrastructure falls short of the required condition.
- (c) A supply service is provided via private infrastructure.
- (d) There is a drought or an emergency.
- (e) There is an unplanned or planned interruption.
- (f) Supply is restricted or suspended in accordance with this charter.
- (g) For a drainage service, use of the supply service would exceed applicable limitations of the drainage system.
- (h) Amendments to approved service standards have been agreed with customers.
- (i) The *Water Act 1989* (Vic) and the *Water Industry Act 1994* (Vic) provides otherwise.

### 1.3 Water supply rectification

GWMWater will rectify any deficiency in satisfying clauses 1.1 and 1.2 as soon as possible after it becomes aware of the deficiency, or within a time agreed with the customer.

### 1.4 Obligation to provide reliable services

Subject to its Statement of Obligations, GWMWater will develop and implement plans, programs and processes to manage and maintain its assets to ensure that supply services are provided on a reliable basis.

Where a Rural Pipeline Supply interruption exceeds 72 hours, GWMWater will cart non-potable water to the homestead at no cost to the customer. Water carting required within the first 72 hours of the interruption or for stock or other purposes is the responsibility of the customer at their cost.

For further information about GWMWater's service standards or further details on obligations to provide reliable services contact GWMWater on 1300 659 961 or visit [gwmwater.org.au](http://gwmwater.org.au)

### 1.5 Service Standards

Service standards are specified minimum service levels a typical customer can expect to receive from GWMWater.

GWMWater will define service standards and specify targets for the following areas:

- (a) Assessing and/or processing licencing and other administrative applications.
- (b) Responding to correspondence or complaints and providing information for each applicable service.
- (c) Providing a reliable water supply.
- (d) Any other customer-related areas.

For each applicable supply service, Schedule 1 sets out service standards and associated targets.

GWMWater periodically reviews our service standards and targets with its customer committee(s) and/or customers.

### **1.6 Unplanned interruptions**

GWMWater has policies, practices and procedures to minimise the impact of unplanned interruptions to supply services (including restoration as soon as possible, and the provision of information).

### **1.7 Planned interruptions**

GWMWater will inform affected customers of the time and duration of any planned interruption to a water supply service by their preferred method of communication and, if possible by SMS, at least five business days in advance.

## **2 Guaranteed Service Levels**

- (a) GWMWater may implement a commission-approved guaranteed service level scheme, where the business pays (or rebates) a pre-determined amount to affected customers when it breaches specified service level obligations.
- (b) Any payment (or rebate) available to customers under the guaranteed service level scheme will be:
  - (i) applied automatically in the event that customer entitlement to the rebate arises; and
  - (ii) applied as soon as practicable after a customer entitlement to the rebate arises.
- (c) GWMWater is not required to make a payment where the failure to attain the service level obligation arises because of the action or inaction of the customer or a third party. For the avoidance of doubt, third party does not include any person or firm acting on behalf of GWMWater.

## **3 Works and maintenance**

### **3.1 Worker identification**

A representative of GWMWater will not enter a customer's property without appropriate identification.

### **3.2 Keys held by GWMWater**

If GWMWater holds keys to a customer's premises, the keys 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.

## **4 Meter readings**

GWMWater will use reasonable endeavours to ensure that all customers, whose properties have a meter which measures volumetric use for billing purposes, have an actual meter reading at least once every 12 months.

### **4.1 Customer self-reads**

- (a) GWMWater will accept a customer self-read, after the customer has received a bill based on an estimated read.
- (b) GWMWater will not charge a customer for a self-read.
- (c) GWMWater will inform customers in writing:
  - (i) That a self-read is an option, if the customer has received a bill based on an estimated read.
  - (ii) That the customer may request an adjusted bill, if the customer has received a bill based on an estimated read.
  - (iii) Of any changes to the customer's payment obligations if the customer requests an adjusted bill.
  - (iv) Of GWMWater's approved methods of the customer self-read.
- (d) Where a customer requests an adjusted bill, GWMWater will, promptly and at no extra charge, provide the customer with an adjusted bill based on the customer self-read.
- (e) Details on how to provide a self-read can be found on the customer's bill.

### **4.2 Special meter readings**

Upon request by the customer, GWMWater will determine a customer's outstanding charges outside of the normal billing cycle. GWMWater may charge a customer an additional fee for a special meter reading outside of the normal billing cycle.

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

- (a) If it is a self-read under clause 4.1.
- (b) If the property has a digital meter.

GWMWater may calculate the outstanding charges by:

- (a) Accepting a self-read under clause 4.1.
- (b) Arranging for a special meter reading at a reasonable charge payable by the customer.
- (c) Where permitted by the *Water Act 1989* (Vic) and the ESC Water Industry Standard providing an estimated bill at no cost to the customers.

### **4.3 Data and digital water metering**

GWMWater uses digital metering, our Privacy Policy explains how the data collected is managed and used.

## **5 Charges**

### **5.1 Variation**

GWMWater may, subject to Water Legislation, approved service standards and any relevant determination of the ESC, vary charges to customers.

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

GWMWater may calculate a pro-rata charge to affect a variation in charges where the variation date falls within a billing period.

### **5.2 Schedule of charges**

GWMWater will publish its Schedule of Tariffs, Miscellaneous and Other Charges as approved by the ESC on its website and provide a copy to a customer upon request.

Requests can be made by contacting GWMWater on 1300 659 961 or by visiting [gwmwater.org.au](http://gwmwater.org.au)

## **6 Billing**

### **6.1 Billing frequency**

GWMWater will consult with its customers to determine or alter the dates or periods for billing customers.

Rural domestic and stock pipeline customer billing will be billed quarterly.

Other customer groups, including diversion customers and irrigation customers, will be billed at least annually.

GWMWater may bill commercial or other customers with high water usage monthly.

Customers will have a minimum of 28 days to pay their bill.

### **6.2 Issue of bills**

GWMWater may issue a bill to:

- (a) a customer at 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 GWMWater; or
- (c) any person authorised to act on behalf of the customer at the physical or electronic address specified by that person.
- (d) a customer's banking institution for the purposes of receiving their account through BPay View via their online banking portal.

If no address has been specified, GWMWater 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 physical or electronic address.

### **6.3 Content of bills**

A bill issued by GWMWater will contain the following information:

- (a) The date of issue.
- (b) The customer's billing address and account number.
- (c) The registration code for Customer Portal registration (where applicable).
- (d) The property's billing details (e.g. Lot number, Plan number, Crown Allotment, Section and Parish) of the property to which the charges in the bill relate.
- (e) The date on which the meter was read (if applicable), or if the reading is an estimation, a clear statement that the reading is an estimation.
- (f) If the quantity of water used has been computed in accordance with the Water Legislation, a clear statement that the quantity has been computed.
- (g) The amount the customer is required to pay.
- (h) An explanation of charges.
- (i) The date by which the customer is required to pay.
- (j) The ways in which the customer can pay the bill.
- (k) Information about help that is available if the customer is experiencing difficulties paying.
- (l) Details of GWMWater's enquiry facility, including a 24-hour emergency telephone service number.
- (m) Referral to interpreter services offered by GWMWater.
- (n) Any outstanding credit or debit from previous bills.
- (o) The total of any payments made by the customer since the last bill was issued.
- (p) Information on concessions available and any concession to which the customer may be entitled
- (q) If the bill relates to a licence, that failure to pay may result in cancellation of the licence.
- (r) If GWMWater intends to charge interest on outstanding amounts, a clear statement of the rate of interest and from what future date it is to be applied.
- (s) A reminder of 'do not drink the water' and symbol.

### **6.4 Explanation of charges**

A bill issued by GWMWater will separately itemise each charge, including:

- (a) Any service charge to the property.
- (b) The usage charge for each service to the property.
- (c) Any interest payable on outstanding amounts.
- (d) Any rates and other charges.

### **6.5 E-bill**

- (a) GWMWater may send an E-bill to a customer in any digital format.
- (b) An E-bill will include:
  - (i) A clear and accessible link to the full bill or instructions about how to access the full bill.
  - (ii) The amount payable and the due date.
  - (iii) The methods by which the bill can be paid.
  - (iv) The customer's current water usage.
  - (v) Information about assistance that is available if a customer is experiencing difficulties paying and how to access this assistance.
  - (vi) Information about GWMWater's Customer Support Policy.

## **6.6 Adjustment of bills**

GWMWater may recover from a customer an amount undercharged if:

- (a) Except in the case of illegal use the amount to be recovered is limited to the amount undercharged in the four months prior to GWMWater notifying the customer that undercharging has occurred.
- (b) The amount to be recovered is listed as a separate item and is explained on or with the customer's bill.
- (c) It allows the customer to pay the amount to be recovered over a time period equal to the period in which undercharging occurred, up to a maximum of four months.
- (d) It allows the customer to pay the amount to be recovered through GWMWater's flexible payment plan in accordance with clause 7.2.
- (e) GWMWater will not charge interest of undercharged amounts.

GWMWater may identify and recover an amount undercharged as result of a customer's illegal use of water by estimating the usage for which the customer has not paid. In respect of this amount, GWMWater may exercise other rights available to it, including those rights detailed in clause 14.

If GWMWater overcharges a customer, it will:

- (a) Inform the customer within 10 business days of becoming aware of the error.
- (b) Refund or credit the amount overcharged in accordance with the customer's instructions.

## **7 Payments**

### **7.1 Payment methods**

Full details of how to pay your account are detailed on the bottom section of each account.

Options include:

- (a) In person at GWMWater's office at 11 McLachlan Street in Horsham.
- (b) At a licensed Australia Post Office or agency.
- (c) By mail with cheque, credit card or money order addressed to PO Box 481, Horsham, Victoria, 3402.
- (d) By BPay.
- (e) Through a facility (if any) provided by a provider of income support (for example Centrelink).
- (f) By Direct Debit, in accordance with any agreement between GWMWater, the customer and the customer's bank.
- (g) By credit card phone 13 18 16 or visit [postbillpay.com.au](http://postbillpay.com.au)
- (h) In advance.

GWMWater does not require customers to agree to Direct Debit as a condition of providing a supply service or issuing a licence.

For further details on payment options, contact GWMWater on 1300 659 961 or visit [gwmwater.org.au](http://gwmwater.org.au)

## **7.2 Flexible payment plans**

GWMWater will make flexible payment plans available to customers in accordance with the customer's capacity to pay. A flexible payment plan will:

- (a) State how the amount of the payments has been calculated.
- (b) State the period over which the customer will pay the agreed amount.
- (c) Specify an amount to be paid in each period.
- (d) Be able to be modified, at the request of a customer, to accommodate change in their circumstances, in accordance GWMWater's customer support policies.

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

- (a) Total number of payments to be made to pay the arrears.
- (b) Period over which the payments are to be made.
- (c) Date by which each payment must be made.
- (d) Amount of each payment.

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

For further information about payment difficulties contact GWMWater on 1300 659 961 or visit [gwmwater.org.au](http://gwmwater.org.au)

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

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

Details are available in our Customer Support Policy which is available on our website, or by contacting GWMWater on 1300 659 961.

## **9 Payment assistance**

### **9.1 Payment Assistance**

GWMWater will assist customers experiencing payment difficulties.

- (a) GWMWater will adopt an approach that is appropriate to that customer's circumstances on a case-by-case basis in accordance with a customer's capacity to pay.
- (b) GWMWater will offer a customer experiencing payment difficulties the following:
  - (i) Flexible payment plans in line with clause 7.2.
  - (ii) The option to extend the due date for some or all of an amount owed.
  - (iii) Redirection of a bill to another person for payment if that person agrees in writing.
  - (iv) More frequent billing or payment options.
  - (v) Information on how to reduce water usage, improve water efficiency and referral to relevant government water efficiency programs.
  - (vi) Where appropriate and available, referral of customers to:
    - Government funded assistance programs.

- An independent rural financial counsellor at no cost to the customer.
- (c) GWMWater may offer customers experiencing payment difficulty:
  - (i) Waiver of late fees or any other fees.
  - (ii) Waiver of any interest accrued.
  - (iii) Suspension of the accrual of interest.
  - (iv) Information of any circumstances in which it will waive or suspend interest payments on outstanding accounts.
  - (v) Waiver of debt.

## 9.2 Customer Support Policy

GWMWater has a Customer Support Policy to assist small business and non-business customers who are identified by themselves, GWMWater or an independent accredited financial counsellor or a qualified accountant as experiencing payment difficulties. The policy:

- (a) Subject to clause 9.2(c), GWMWater will:
  - (i) publish its customer support policy on its website and make it available to a customer upon request;
  - (ii) keep a copy of its customer support policy at its offices for inspection upon request;
  - (iii) provide its customer support policy in a different language upon a reasonable request to do so; and
  - (iv) assess each customer on a case-by-case basis.
- (b) The customer support policy must:
  - (i) Include policies and procedures for:
    - early identification of a customer's payment difficulty; and
    - determining the internal responsibilities for the management, development, communication and monitoring of the customer support policy;
  - (ii) Provide for staff training about GWMWaters' policies and procedures:
    - staff training must be designed to ensure customers experiencing payment difficulty are treated with sensitivity and respect by GWMWater staff;
  - (iii) State when it will exempt customers experiencing payment difficulties from supply restriction, legal action, and additional debt recovery costs, including:
    - by waiving any interest accrued prior to the customer being identified as experiencing payment difficulties; and
    - exempting the debt from the accrual of interest on overdue amounts whilst a customer is receiving assistance under this policy;
  - (iv) State any circumstances in which it will waive or suspend interest payments on outstanding amounts.
  - (v) State any circumstances in which it will suspend the sale of debt.
  - (vi) Offer a range of payment options in accordance with clause 7.
  - (vii) Offer information and assistance in accordance with clause 9.1.
  - (viii) Offer information about GWMWater's dispute resolution policy, and the customer's right to lodge a complaint with EWOV and any other relevant external dispute resolution forum if their hardship claim is not resolved to their satisfaction by GWMWater.
  - (ix) Detail the circumstances in which the policy will cease to apply to customers.
  - (x) Provide for a review mechanism of the policy and its associated procedures.

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A copy of the Customer Support Policy can be obtained by contacting GWMWater on 1300 659 961 or visiting [gwmwater.org.au](http://gwmwater.org.au)

## 10 Family Violence

GWMWater has a Family Violence Policy for assisting customers who may be experiencing family violence.

The policy:

- (a) Provides that all relevant staff have ongoing training to:
  - (i) Identify customers affected by family violence.
  - (ii) Deal appropriately with customers affected by family violence.
  - (iii) Apply the policy and related policies and procedures to customers affected by family violence.
- (b) Identifies the support GWMWater will provide to staff affected by family violence, including any training, leave, external referrals and counselling available;
- (c) Promotes customer safety by providing for the secure handling of information about those who are affected by family violence, including in a manner that maintains confidentiality;
- (d) Specifies the approach to debt management and recovery where a customer is affected by family violence, including but not limited to:
  - (i) The recovery of debt from customers with joint accounts.
  - (ii) The circumstances in which debt will be suspended or waived.
- (e) Recognises family violence as a potential cause of payment difficulties and address what payment support will apply to customers affected by family violence;
- (f) Provides for a process that avoids customers having to repeat disclosure of their family violence, and provides for continuity of service; and
- (g) Provides a means for referring customers who may be affected by family violence to specialist family violence services.

GWMWater will:

- (a) Publish the policy on our website, including assistance and referrals available to customers affected by family violence and how customers may access such assistance.
- (b) Provide a copy of the Family Violence Policy to a customer upon request.
- (c) Provide for a periodic review mechanism of the policy and its associated procedures.

## 11 Information

### 11.1 Enquiries

GWMWater has policies, practices and procedures to provide the following information (where relevant to GWMWater's operations) to customers through an enquiry facility: GWMWater will, on request, provide the following information to customers:

- (a) Account information.
- (b) Bill payment options.
- (c) Concession entitlements.
- (d) Programs available to customers who are having payment difficulties, including GWMWater's Customer Support Policy.

- (e) Information about GWMWater's complaint handling procedures.
- (f) Information about the Energy and Water Ombudsman Victoria (EWOV) Scheme.
- (g) Water allocations.
- (h) Water ordering.
- (i) Licence applications and renewals.
- (j) Water trading.
- (k) Applicable fees.
- (l) Charges apply for the provision of Information Statements in accordance with GWMWater's Schedule of Tariffs, Miscellaneous and Other Charges as approved by the ESC.

Requests for further information regarding enquiries can be made by contacting GWMWater on 1300 659 961 or visiting [gwmwater.org.au](http://gwmwater.org.au)

#### **11.2 Fees for information or advice**

Unless stated otherwise in this Rural Customer Charter, GWMWater will not charge a fee for the provision of information or advice required under this Rural Customer Charter to customers or others affected by its operations.

#### **11.3 Water allocation policy**

GWMWater will make seasonal allocations progressively throughout the year in accordance with the allocation rules defined by the bulk entitlement order. Details of these bulk entitlements are available on request and can also be accessed from the GWMWater website. [gwmwater.org.au](http://gwmwater.org.au)

#### **11.4 Unauthorised use policy**

GWMWater will have and comply with policies, practices and procedures for the unauthorised use of water by customers.

#### **11.5 Efficient and responsible use of water**

GWMWater will provide information to customers about the efficient and responsible use of Victoria's water resources and how customers may conserve water.

#### **11.6 Billing history**

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

GWMWater 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 GWMWater's Family Violence Policy and the refusal is not in breach of law.

GWMWater may impose a reasonable charge for providing a customer's account and usage history held beyond three years in accordance with the relevant Public Record Office Standard General Disposal Schedule for the Records of Water Authorities.

#### **11.7 Regulatory information**

GWMWater will provide to customers a summary of its Rural Customer Charter and upon request, any regulatory instruments other than the *Water Act 1989* under which it operates,

including a copy of GWMWater's Rural Customer Charter and the Water Industry Standard – Rural Customer Services.

**11.8 Communication assistance**

GWMWater will:

- (a) Use reasonable endeavours to determine a customer's preferred method of communication and use it where reasonable.
- (b) Use reasonable endeavours to meet the discrete communications needs of its customers as required on a case-by-case basis.
- (c) Provide, or provide access to, an interpreter service via TIS on 131 450 for customers that do not speak English and a Telephone Typewriter (TTY) service for speech and hearing-impaired customers on 133 677 and quote 1300 659 961.

**11.9 Written communication**

All written communication from GWMWater to our customers will be expressed in plain language, legible and presented clearly and appropriately having regard to its nature.

**11.10 Customer obligations**

GWMWater will use reasonable endeavours to keep each customer informed of the customer's material obligations under Water Legislation.

**11.11 Privacy**

GWMWater will not disclose information about a customer without their consent, unless required by law, or to reduce a serious or immediate threat to life or health. A full detail of GWMWater's Privacy Policy is available on request and can be viewed on our website at [gwmwater.org.au](http://gwmwater.org.au)

## **12 Complaints and disputes**

### **12.1 Complaints and disputes policy**

GWMWater has a Complaints Policy for the handling of complaints from customers and others affected by GWMWater's operations. The policy provides that:

- (a) If a written reply is requested, GWMWater will take no more than 10 business days to respond to an enquiry or complaint.
- (b) A reply to a customer's enquiry or complaint will deal with the substance of the enquiry or complaint or tell the customer when they will receive such a reply if the enquiry or complaint is complex.
- (c) The reasons for a decision to be given to the complainant, including details of the legislative or policy basis for the reasons if appropriate.
- (d) A complaint escalation process that gives a customer.
  - (i) The opportunity to raise the complaint up to the level of a senior manager within GWMWater's management structure.
  - (ii) Contact details of, and information about referral to Energy and Water Ombudsman (Victoria) (EWOV) and any other relevant external dispute resolution forum in the event that the customer has raised the complaint to a higher level and is not satisfied with GWMWater's response.
- (e) GWMWater is restricted in its ability to recover an amount of money which is in dispute, until the dispute has been resolved; and
- (f) a complainant is informed of the matters in paragraphs (a) to (e) above.

A copy of the Complaints Policy is available by contacting GWMWater on 1300 659 961.

In the unlikely event that we cannot resolve an issue, you may choose to call EWOV on 1800 500 509.

### **12.2 Resolution of disputes**

GWMWater will endeavour to resolve in good faith any dispute directly with its customers and others affected by its operations.

For the purposes of clause 12.1(e), GWMWater may consider a dispute about non-payment resolved if:

- (a) it has informed the complainant of its decision on the complaint or any internal review of the complaint; and
- (b) ten business days have passed since the complainant was informed; and
- (c) the complainant has not:
  - (i) sought a further review under this clause; or
  - (ii) lodged a claim with EWOV or another external dispute resolution forum.

GWMWater will not consider a dispute resolved until any claim lodged with EWOV or another external dispute resolution forum has been finalised.

## Part G – Actions for non-payment

### 13 Collection

#### 13.1 Appropriate communication

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

#### 13.2 Reminder notices

GWMWater will send a customer a reminder notice of an unpaid bill, no earlier than two business days after the due date if the bill is not paid by the due date.

A reminder notice will include:

- (a) The overdue amount.
- (b) The date of issue.
- (c) An explanation in plain language of the notice and of why it is being issued.
- (d) The date by which payment must be made, which must not be earlier than six business days from the issue date of the reminder notice.
- (e) A statement that payment of the overdue bill is required to be made by the due date that is specified under clause 13.2.
- (f) Payment options.
- (g) Information about payment difficulty assistance available.
- (h) A warning of the further action that GWMWater may take, including (if relevant) referral of any outstanding amount to an external debt collection company for collection.
- (i) Details of how to contact GWMWater.

GWMWater may include any additional information in the notice it considers necessary.

#### 13.3 Final notices

If the reminder notice remains unpaid, GWMWater will send a customer a final notice within 15 days of the issue date of a reminder notice. The final notice will include:

- (a) The overdue amount.
- (b) The date of issue.
- (c) An explanation in plain language of the notice and of why it is being issued.
- (d) The date by which payment of the final notice must be made to avoid further action, which will not be earlier than six business days after the issue of the final notice.
- (e) A statement that payment of the overdue bill is required to be made by the date that is specified under clause 13.3(b)(iv).
- (f) Any assistance that is available to the customer, including contact information for EWOV (including EWOV's telephone number), concessions, government assistance programs and GWMWater's Customer Support Policy.

- (g) A statement that that GWMWater 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).
- (h) A statement that if legal or restriction action is taken, the customer may incur additional costs in relation to those actions.
- (i) Clear and unambiguous advice about what the customer needs to do to avoid legal action or being restricted from their water supply.
- (j) The date from which interest (if any) may be applied on outstanding amounts, and the percentage interest rate that may be applied.
- (k) Details of how to contact GWMWater.
- (l) Information about the applicable fees to remove a restrictor.

#### **13.4 Interest on unrecovered amounts**

GWMWater may charge interest on any unpaid amount if:

- (a) GWMWater fixes and gives notice (of at least 10 business days) of the due date of payment (Due Date).
- (b) The notification referred to in paragraph (a) indicated that interest will accrue from the Due Date.
- (c) Any part of the amount payable by the customer is not paid by the Due Date.

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

For the purposes of section 281(1) of the *Water Act* and section 4F(2)(f) of the *Water Industry Act*:

- (a) the maximum rate of interest that may be charged on unrecovered amounts applies
  - (i) on 1 July each financial year and is set by the ESC each May based on the 10-year Australian Commonwealth Government Bond Report plus a margin to be determined by the Commission; and
  - (ii) the interest starts accruing on the day the amount is due and ends on the date all unpaid amounts of a charge are paid in full, both days inclusive.

#### **13.6 Other charges**

Apart from the application of section 274(4A) of the *Water Act 1989 (Vic)* - whereby amounts owed to a rural water business by a customer in relation to a property owned by the customer are a charge on that property - GWMWater will not impose other charges in respect of outstanding amounts owed by a customer unless approved by the Commission.

#### **13.7 Application of funds**

All amounts received by GWMWater from customers will be applied to the debt that has been outstanding the longest.

#### **13.8 Dishonoured payment**

GWMWater may recover from a customer an amount charged by GWMWater's financial institution due to a:

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

## **14 Actions for Non-Payment**

### **14.1 Suspension**

GWMWater may suspend a customer's supply service for non-payment if:

- (a) More than 10 business days have elapsed since the issue of a reminder notice referred to in clause 13.2.
- (b) The customer has been sent a final notice referred to in clause 13.3.
- (c) GWMWater or its agent has attempted to contact the customer about the non-payment.

### **14.2 Restriction and legal action for non-payment to be a measure of last resort**

The restriction of a customer's water supply for non-payment will be a measure of last resort.

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

GWMWater will not commence legal action or take steps to restrict a customer's service due to non-payment if the:

- (a) Fifteen (15) business days have not elapsed since GWMWater sent its most recent Final Notice to which the debt relates.
- (b) The customer is receiving any form of assistance for payment difficulties under this charter.
- (c) The amount owed by the customer is less than \$300.
- (d) The customer is eligible for and has lodged an application for a government funded concession relating to amounts charged by GWMWater and the application is outstanding.
- (e) The amount in dispute is subject to an unresolved complaint procedure in accordance with GWMWater's Complaint Policy.

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

### **14.4 Additional limits on restriction**

GWMWater will not take steps to restrict a customer's service due to non-payment if it is a:

- (a) Friday, public holiday, weekend, day before a public holiday, or after 3 pm.
- (b) Day of total fire ban declared by the Country Fire Authority and the Country Fire Authority has rated the fire danger in the area in which the property is located as 'Severe', 'Extreme' or 'Code Red'.

### **14.5 Restriction and legal action**

GWMWater will not take legal action or restrict a customer's supply service for non-payment if:

- (a) GWMWater has complied with the steps in clause 14.1.
- (b) The customer has been notified of the proposed restriction or legal action in accordance with clauses 13.2 and 13.3 and the associated costs, including the cost of removing a restrictor.
- (c) The customer has:
  - (i) been offered a flexible payment plan under clause 7.2 and the customer has refused or has failed to respond; or

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

#### **14.6 Removal of restrictions**

GWMWater will restore a water supply service suspended or restricted under this clause within 24 hours of becoming aware the reason for suspension or restriction no longer persists.

## **15 Water Trading**

### **15.1 Basis of conversion**

Upon conversion from the channel system to the rural pipeline network customers have been allocated water allowances based on their property configuration. Customers have been allocated a standard allowance of 2.5 kL per hectare with a minimum allocation of 100 kL for any given property with an installed meter. Where there is a domestic residence, customers have also been allocated a primary allowance of 730 kL (non-tradeable).

### **15.2 Copy of record**

The customer's right to the standard allowance will be registered in the Victorian Water Register and will be evidenced by a Copy of Record. The Copy of Record will outline the attributes of the water including the underlying volumes for supply.

### **15.3 Restrictions on trade**

Beyond conversion, the standard allowance can be traded inside the rural pipeline network. Trade will only be constrained by the extent that water can be supplied from a common water source and/or any hydraulic capacity constraints of the rural pipeline network.

### **15.4 Amalgamation of water allowances**

Where customers have multiple land holdings that are serviced by the rural pipeline, customers can amalgamate their standard water allowances. An amalgamation of water allowances is the combining of two or more existing water allowance entities into a new single entity. This then allows for the combined water allowances to be accessed through any of the meters that exist on the new entity.

For further information on the amalgamation of water allowances, contact GWMWater on 1300 659 961 or visit [gwmwater.org.au](http://gwmwater.org.au)

### **15.5 Excess water charges**

Where a customer is in a potential overuse situation on their total water allowance, GWMWater will communicate this and provide a period of time for the customer to correct their resource position. Where a customer fails to correct their resource position by amalgamating or through water trading their water usage will be charged at an excess rate, in accordance with GWMWater's Schedule of Tariffs, Miscellaneous and Other Charges.

The standard water allowance may be adjusted to reflect water allocation decisions announced in a water year by applying the operating rules of the Wimmera-Glenelg Bulk Entitlement Order.

**15.6 Water Market**

GWMWater has implemented processes which enable customers to either permanently or temporarily trade standard water allowances. These trades are subject to trading rules.

In order to facilitate trade, GWMWater customers could also engage the services of a water broker to buy or sell water in the market.

Further details on water trading is available by contacting GWMWater on 1300 659 961 or visit [gwmwater.org.au](http://gwmwater.org.au)

**15.7 Customer Portal**

GWMWater will make available a Customer Portal to Rural Pipeline customers to assist them with monitoring and managing their water use at no cost to the customer.

## 16 Definitions

<b>Billing period</b>	means any period for which a customer’s bill is calculated.
<b>Business day</b>	means a day that is not: (a) a Saturday or Sunday; or (b) a public holiday appointed under the <i>Public Holidays Act 1993 (Vic)</i> .
<b>Commission</b>	means the Essential Services Commission established under the <i>Essential Services Commission Act 2001 (Vic)</i> .
<b>Complaint</b>	means a written or verbal expression of dissatisfaction about an action, proposed action or failure to act by a water business, its employees or contractors, requiring a resolution (as per AS/NZS 10002:2022).
<b>Customer</b>	means a person who: (a) seeks a supply of water from a water business; (b) applies for, or is the holder of, a licence; or (c) has a private or other right to water under the <i>Water Act 1989 (Vic)</i> or the <i>Water Industry Act 1994 (Vic)</i> , but does not include a “regulated entity” as defined in Part 1A of the <i>Water Industry Act 1994 (Vic)</i> or a holder of a “bulk entitlement” as defined in the <i>Water Act 1989 (Vic)</i> .
<b>Digital format</b>	means a digital communication method that is provided by a water business for the purpose of the sending of bills and other service related communications with the agreement of the customer.
<b>Domestic and stock use</b>	has the meaning given to that term by the <i>Water Act 1989 (Vic)</i> .
<b>E-bill</b>	means a bill that meets the requirements of clause 6.5 of this industry standard.
<b>Electronic address</b>	means an e-mail or internet address supplied by a customer to a water business for the purposes of the receipt of bills and other service related communications.
<b>Enquiry</b>	means a written or verbal approach by a customer which can be satisfied by the water business providing written or verbal information, advice, assistance, clarification, explanation or referral about a matter.
<b>Enquiry facility</b>	means a telephone call centre, a SMS or MMS service, or on-line information facility or an over-the-counter information service.
<b>EWOV</b>	means the Energy and Water Ombudsman (Victoria).
<b>External dispute resolution forum</b>	includes Consumer Affairs Victoria and the Victorian Civil and Administrative Tribunal.
<b>Flexible payment plan</b>	means a plan agreed between a water business and a customer in relation to amounts owing to the water business, which complies with the requirements of clause 7.2.
<b>Financial year</b>	means a year ending 30 June.
<b>Irrigation service</b>	means a service (including, for the avoidance of doubt, an irrigation drainage service and a drainage diversion service) supplied pursuant to Part 11 of the <i>Water Act 1989 (Vic)</i> .
<b>Licence</b>	means a water share, licence or registration issued or granted under Part 3A, Part 4 or Part 4B of the <i>Water Act 1989 (Vic)</i> (but not a bulk entitlement).

<b>Licensing</b>	means activities of a water business relating to a licence.
<b>Planned interruption</b>	means an interruption for which the water business has provided the required notification to the customer of at least five business days in advance.
<b>Reasonable charge</b>	means a fee or charge that is approved or specified by the Commission in accordance with clauses 10 and 11 of the Water Industry Regulatory Order.
<b>Regional water business</b>	means a Regional Urban Water Authority within the meaning of the <i>Water Industry Act 1994</i> (Vic).
<b>Restriction</b>	means the water business' installation of a device to limit the flow of water from the meter to a customer's property due to non-payment by a customer.
<b>Self-read</b>	means a reliable method of water meter reading selected and undertaken by a customer for their property that is approved by the water business.
<b>Small business customer</b>	means a non-employing business (including sole proprietorships and partnerships without employees) or a business employing fewer than 20 people which has an active Australian Business Number.
<b>'Statement of Obligations'</b>	means obligations for a water business issued by the Minister for Water under section 4I of the <i>Water Industry Act 1994</i> (Vic), in relation to the performance of water business's functions and the exercise of its powers.
<b>Supply service</b>	means a water supply service provided by a water business to a customer and includes an irrigation service and any other supply of water for domestic and stock use but does not include the activities of a water business relating to licences.
<b>Suspension</b>	means the suspension of customer access to any water ordering or request system, including rejecting a water order received by a water business.
<b>System</b>	means a water business's physical infrastructure for providing a supply service.
<b>TTY service</b>	means a facility to enable a deaf or hearing-impaired person to communicate by telephone through the use of a telephone typewriter.
<b>Unplanned interruption</b>	means an interruption where the customer has not received notification from the water business or where a planned interruption exceeds the duration estimated.
<b>Urban water business</b>	means a regional water business or Greater Western Water, South East Water Corporation, Yarra Valley Water Corporation and their successors.
<b>Water business</b>	means: <ul style="list-style-type: none"> <li>(a) A Rural Water Authority (as defined in Part 1A of the <i>Water Industry Act 1994</i> (Vic)).</li> <li>(b) Lower Murray Water Corporation and Grampians Wimmera Mallee Water Corporation (GWMWater).</li> <li>(c) A regional water business in so far as it is providing a supply service which is not regulated by the Commission's "Water Industry Standard - Urban Customer Service" (relating to drinking water, non-potable water, recycled water and sewerage services).</li> <li>(d) Melbourne Water Corporation in relation to its licensing activities, and each of their successors and assigns.</li> </ul>

## 17 Approved Service Standards

<b>Service Standards</b>	<b>2023/24</b>	<b>2024/25</b>	<b>2025/26</b>	<b>2026/27</b>	<b>2027/28</b>
Maximum number of days of unavailability of Domestic and Stock Supply Systems for continuous periods (days)	3	3	3	3	3
Number of days to process temporary transfer of water allowance volumes (days)	15	15	15	15	15
Number of days to process new applications or permanent transfer of groundwater licences, supply-by-agreement licences, water allowance volumes (days)	60	60	60	60	60
Number of days to process applications for renewal of groundwater licences (days)	40	40	40	40	40
Number of days to process new applications for surface diversion licences (days)	22	22	22	22	22
Number of days to process applications for renewal of surface diversion and supply-by-agreement volumes (days)	60	60	60	60	60
Responding to enquiry or complaint (business days)	10	10	10	10	10