

WESTERNPORT WATER



CUSTOMER CHARTER

JULY 2009

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Who is Westernport Water?

Westernport Water is one of 15 Regional Urban Water Corporations supplying water and wastewater related services to communities in regional Victoria.

We provide water and wastewater utility network services over an area of 300 square kilometres on Phillip Island and the mainland stretching from The Gurdies to Archies Creek.

Water is supplied via the Candowie Reservoir located in the Bass hills and is harvested from a number of sources including the catchment area surrounding the reservoir, the Bass River and groundwater bores.

Wastewater services are provided to approximately 90% of properties that are connected to the water supply service. Wastewater is treated at two treatment plants (one located on Phillip Island and the other at Coronet Bay) that process approximately 1100 ML of domestic wastewater annually.

In addition we provide the following services:

- A liquid disposal facility installed at the Cowes Wastewater Treatment Plant;
- Sale of treated wastewater for recreational, horticultural and pastoral activities; and
- Removal of greasy waste

Contacting Us

Accounts and Enquiries:	1300 720 711
24-hour Emergency Service:	1800 24 90 90 or 13WATER
Office and Correspondence:	2 Boys Home Road NEWHAVEN VIC 3925
Email:	westport@westernportwater.com.au
Internet:	www.westernportwater.com.au
Facsimile:	03 5956 4101
National Relay Service (TTY Text Phone):	133 677 5956 4100

What is a Customer Charter?

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

It sets out our obligations to you as outlined by the Essential Services Commission's (ESC) *Customer Service Code* for metropolitan retail and regional water businesses and includes specific standards and conditions of service that we have committed to provide.

If your property is connected to our system, we will provide the relevant service in accordance with this Customer Charter and the ESC's Customer Service Code.

A very important aspect of the Customer Charter is that we will be measured externally on how well we are meeting our commitments. This information will be publicly available, so you will know if we are doing what we say we will.

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

When is it effective from?

This Customer Charter became effective 1 July 2009.

Are there exclusions?

Separately Written Agreements

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

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

A separate written agreement made after 1 November 2004 to apply beyond 1 July 2005 for the provision of a service cannot reduce the rights of a customer unless Westernport Water can demonstrate that satisfying the code requirements is not practical and Westernport Water expressly identifies any material departures from the Customer Service Code to the customer in writing.

Recycled Water

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

Getting connected

To connect to one of our services, please contact our Customer Service team. They will provide you with the appropriate forms and any assistance you need to complete your details.

They will also advise you on the applicable connection charges and any special requirements under the *Water Act 1989* or Westernport Water's By-laws.

Upon receipt of the applicable connection fee and completed forms we will approve connection to your property within 10 working days.

Limits on recycled water services

We may refuse to provide you with a recycled water service if you have not entered into a recycled water agreement in a form acceptable to us; or received our consent.

We may discontinue a recycled water service if you breach the applicable permitted use rules.

Access and Usage Charges

Each year we prepare a schedule of charges in accordance with the *Water Act 1989*, our approved service standards and any relevant determination by the Essential Services Commission.

The charges include fixed annual access charges for water and wastewater, variable charges for water usage and tradewaste disposal and other miscellaneous services.

We publish our schedule of charges on our website (www.westernportwater.com.au) and in local newspapers (circulating in our service area) immediately prior to the charges being introduced. It is also supplied to customers as an insert to their first account after the charges have been introduced.

We are happy to provide copies upon request.

Landlords and Tenants - Residential

Landlords are responsible for water and wastewater access charges.

Tenants are responsible for water usage (as per the water meter).

Your Account

Sending your account

We issue accounts 3 times each financial year in July, November and March and we will read your water meter as close as practicable to the issuing of the account.

We will send your account to the postal or electronic address you provide or to your agent or any person authorised to act on your behalf (this authorisation must be provided in writing).

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

Special meter reading

We can determine any outstanding water consumption charges outside our normal billing cycle upon your request. This can be done by arranging a special meter reading (a fee for the special meter reading may apply) or by providing an estimated account at no cost to you.

Access to your water meter

The meter should be accessible so it can be read regularly. Please keep the area around the meter clear of vegetation and do not place a lock on the stop tap on the supply side of the meter.

Where we cannot read your meter we may ask you to do so on our behalf. If you do not provide a reading we may estimate the amount of water you have used. Should an estimated account be necessary, it will be provided at no cost to you.

What your account will tell you

Our aim is to make our accounts easy to understand and to provide you with all information required under the *Customer Service Code* such as: service charges and water consumption, any assistance available through our Accounts and Collections Policy, including the Hardship Policy, payment options and government concessions.

If you have been overcharged or undercharged

If you are overcharged we will refund or credit the amount as per your instructions. We will also offer an apology in writing within 10 business days.

If you have been undercharged, we will offer an apology in writing and let you know the amount undercharged, the period during which the error occurred and the amount to be recovered. You will also be able to pay this amount under a flexible payment plan and over a period at least equal to the period in which the undercharging occurred. The amount to be recovered will be clearly identified as a separate item on your account.


The amount to be recovered is limited to the amount undercharged in the 12 months prior to you receiving notification of the error.


Where we have undercharged because of a customer's illegal use of water or recycled water we will estimate the usage for which the customer has not paid and may exercise other rights including restriction of supply and legal action.


Paying Your Account

We allow 28 days from the date of issue of the account to the due date for payment. The due date is clearly displayed on each account.


We offer a number of convenient ways to pay your account:

 In Person	Please present the account intact to any Australia Post Office or to Westernport Water at 2 Boys Home Road, Newhaven. Cash / Cheque / EFTPOS / Credit Card accepted
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 Payment by Credit Card	By telephone 1300 611 535 or The Payments & Charges section of our website – www.westernportwater.com.au
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POSTbillpay	In person at any Post Office				
	By telephone 13 1816 Credit Card or Direct Debit. Available 24 hours a day, 7 days a week				
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Billpay code:	0847				
Ref:	11 Digit Account Number				
	www.postbillpay.com.au or Credit Card or Direct Debit				

Payment by Mail	Tear off payment slip and mail with your cheque or money order in the reusable envelope
	to: Westernport Water 2 Boys Home Road, NEWHAVEN 3925

Payment by BPAY	Contact your participating financial institution, either by Internet or telephone, to make this payment direct from your cheque, savings or credit card account. When prompted simply enter the Biller Code and your account number shown below:				
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Biller Code:	93682				
Ref:	14 Digit Account Number				

Direct Debit	Contact our Customer Service Team on 1300 720 711 to arrange for a Direct Debit application to be sent to you for completion. Credit card account payments are also available on direct debit.
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Centrelink Payments	Contact our Customer Service Team on 1300 720 711 to arrange for an application to be sent to you for completion.
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We will not require you to agree to direct debit as a condition of service.

Concessions

You are eligible for State Government funded concessions on your water and wastewater at your **principal place of residence** if you hold a *Pensioner Concession Card*, a *Health Care Card* or a veteran *Gold Repatriation Card*.

For details on concession entitlements please contact us on 1300 720 711.

Flexible payment plans

If you would like to “smooth” your payments to avoid a lump sum payment on the due date, we can offer a flexible instalment plan called EZ2PAY. An EZ2PAY payment plan will:

- State how the amount of the payment has been calculated;
- State the period over which you need to pay the agreed amount;
- Specify the amount to be paid in each period;
- Be confirmed in writing as soon as practicable after the Easyway plan commences.

An EZ2PAY payment card will be sent to you and can be used at our office in Newhaven or at any Australia Post office.

We are not required to offer you a payment plan if you have in the previous 12 months, had two payment plans cancelled due to non payment, unless you provide reasonable assurance to us that you are willing to comply with the plan.

We can help if you are experiencing payment difficulties

We have a range of alternate payment options available to assist you if you are having trouble paying your account. We can assist you by:

- Making provision for alternative payment arrangements in accordance with your capacity to pay including:
 - The Easyway payment arrangement described above; or
 - Redirection of the account to another person for payment provided they agree in writing;
 - Confirming in writing your alternative payment method within 10 business days of an agreement being made.
- Offering to extend the due date for some, or the entire amount, owed;
- Waiving or suspending interest payments on outstanding amounts;
- Where appropriate, helping you by:
 - Providing you with information on Government funded assistance programs including the Utility Relief Grant Scheme; or
 - Referring you to an independent financial counsellor at no cost.

Residential Hardship Policy

We recognise that anyone may experience times of financial hardship and we extend our hardship policy to those who are identified either by themselves, by us, or an independent financial counsellor as having the intent, but not the capacity, to make payments in accordance with our payment terms. If you are experiencing financial hardship our customer service team will provide assistance by:

- Providing information and referral to government assistance programs such as the Utility Relief Grant Scheme;
- Arranging a payment scheme that takes into account your capacity to pay;
- Allowing you to renegotiate your payment arrangement if there is a change to your circumstances;
- Providing information and referral to a no-cost independent financial counsellor and other local community support services;
- Offering a language interpreter service at no cost to you;
- Not restricting your water supply, or charging you interest or debt recovery costs, or pursuing legal action while you make payments according to the agreed payment plan;
- Escalating a review of our assessment of your situation or the service you receive, should you not be happy with the outcome; and
 - Should you remain dissatisfied, we will provide you with details of available external dispute resolution forums including the Energy and Water Ombudsman (Victoria) Scheme

Our hardship policy will cease to apply if you fail to meet your payment arrangement and do not contact us to discuss your arrangement.

A copy of this policy is available from our Customer Service team or on our website, www.westernportwater.com.au

Non-Payment of Accounts

If you do not pay your account by the due date and do not contact us to arrange a flexible payment plan we will send you a Reminder Notice.

If the account remains unpaid by the Reminder Notice due date we will send a Final Notice which will outline the actions available to us for non-payment. These include:

- Advice that the account is overdue and must be paid to avoid supply restriction or legal action;
- Assistance available to you including details of our Residential Hardship Policy;
- Caution that if legal or restriction action is taken, you may incur additional costs in relation to these actions;
- Details of the percentage interest rate that applies and the date from which it will be applied; and
- Details of our internal dispute resolution process and the Energy and Water Ombudsman (Victoria) Scheme.

Interest and other charges

Interest is charged on accounts that are not paid by the due date of the Reminder Notice and is applied from the day after the due date of the original account and until the overdue amount is paid in full.

Please note that interest is not applied to accounts with overdue balances if a maintained payment arrangement is in place.

The current rate of interest applying is displayed on all accounts, Reminder Notices and Final Notices.

Dishonoured payment

We may recover from you the amount charged by our financial institution if your cheque is dishonoured; or there are insufficient funds available when you pay your account by direct debit.

Restriction and Legal Action

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

- More than 14 days have passed since the issue of the Final Notice (which provides information on our Residential Hardship Policy and other assistance available to customers experiencing payment difficulties);
- We have attempted to contact you about the non-payment;
- You have been notified of the proposed restriction or legal action and the associated costs, including the cost of removing a restrictor;
- You have been offered a flexible payment plan and you have refused or failed to respond; or
- You agreed to a flexible payment plan and have failed to comply with the arrangement.

Limits on restriction and legal action

We will not commence legal action or take action to restrict you due to non-payment if:

- The amount owed is less than \$120, unless you have failed to pay consecutive accounts in full over a period of not less than 12 months;
- You have an outstanding, eligible application for a government funded concession;
- You have an outstanding application under the Utility Relief Grant Scheme;
- You are a tenant; and
 - The amount unpaid is owed by the landlord; or
 - You have a claim against the landlord in respect of a water account pending at the Victorian Civil and Administrative Tribunal; or
- The amount in dispute is subject to an unresolved complaint under review by us.

This does not restrict our right to pursue a debt owed to us by a person who is no longer a customer.

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

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

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

We will restore the service restricted within 24 hours of becoming aware of the reason for restriction no longer persisting and we may impose a charge for the removal of a restrictor.

Powers of sale or transfer

If the amount owed by you to us remains outstanding for not less than 33 months, and we intend to exercise our powers of sale or transfer in accordance with the *Water Act 1989* we will notify you in writing of:

- Our powers under the *Water Act 1989* to sell or transfer the property;
- Details of the debt which gives rise to those powers;
- When we intend to exercise our power of sale or transfer; and
- The process and consequence of these actions.

Complaints

If you have a complaint, please let us know by calling 1300 720 711 or you can write to us at westport@westernportwater.com.au or 2 Boys Home Road, Newhaven, 3925.

If you request a response in writing, we will take no longer than 10 business days. Our response will confirm details of the complaint, our proposed actions, timelines and reasons for the decision made, including any details of the legislative or policy basis for the decision (as appropriate). In the case of a complex enquiry or complaint, the initial response will include the proposed date for responding to the substance of the query.

You may have our decision reviewed if you are not happy with the way your complaint was handled. If we need to review our decision, it will be handled by a senior manager. We will also provide you with information about the Energy and Water Ombudsman (Victoria) Scheme (EWOV) and their contact details or any other appropriate external dispute resolution forum.

If your complaint involves money you owe, we will not seek payment of that amount until the dispute has been resolved.

Please note that we are keen to resolve complaints directly with you. It gives us the opportunity to review our practices or policies, improve our performance or explain things more clearly.

How will we know that you consider the complaint resolved?

We will consider a dispute resolved if you do not contact us for a further review or lodge a claim with EWOV or another external dispute resolution forum within 10 working days of us providing you with our decision.

Quality of Services

Product quality

We are required to comply with all applicable requirements of health and environment regulation. In addition, we will provide a service in accordance with any commitments in our approved service standards.

Delivery quality (flow rates)

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

Property Service Pipe	Minimum Flow Rate
20 mm	15 litres per min.
25 mm	30 litres per min.
32 mm	60 litres per min.
40 mm	90 litres per min.

Except to the extent that:

- Your infrastructure falls short of the required condition;
- Your service is provided by a private extension;
- There is a drought or an emergency;
- There is a water shortage due to peak summer demand;
- There is an unplanned or planned interruption;
- Recycled water is reduced due to a shortage;
- Recycled water is reduced in accordance with our permitted use rules;
- Supply is restricted or disconnected in accordance with this Customer Charter; or
- Water Law provides for a flow rate less than the minimum flow rate.

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

Fixing the problem

We will rectify any deficiency in the product and delivery quality or testing process as soon as possible, or within a time agreed with you.

Testing

If you ask us to, we will test flow rates and water quality for compliance with the two clauses above. We:

- May impose a reasonable charge on you in the event that the test demonstrates compliance with the product and delivery quality outlined above;
- Will advise you, prior to the test, that a reasonable charge may be imposed if the test demonstrates compliance with the product and delivery quality outlined above;
- Will pay the cost of the test if the test demonstrates that we have not complied with the product and delivery quality outlined above.

Reliability of Services

Subject to our Statement of Obligations, we will develop and implement plans, systems and processes to manage our assets to provide you with reliable services.

Approved Service Standards

We will comply with the following service standards specified in our 2008 – 2013 Water Plan and approved by the Essential Services Commission:

Approved service commitments	Standard
Water	
Unplanned water supply interruptions per 100km	45
Unplanned water supply interruptions restored within 5 hours	99%
Planned water supply interruptions restored within 5 hours	94%
Average unplanned customer minutes off water supply	45
Average planned customer minutes off water supply	37
Average frequency of unplanned water supply interruptions	0.3
Average frequency of planned water supply interruptions	0.3
Average duration of unplanned water supply interruptions	180 minutes
Average duration of planned water supply interruptions	112 minutes
Numbers of customers experiencing at least 1 unplanned interruption	4,500
Unaccounted for water	13%
Average time to attend Priority 1 bursts and leaks from notification	30 minutes
Average time to attend Priority 2 bursts and leaks from notification	2 hours
Average time to attend Priority 3 bursts and leaks from notification	24 hours
Sewerage	
Customers receiving more than 3 sewer blockages in the year	0
Sewer blockages per 100km	15
Average time to attend sewer spills & blockages from notification	1 hour
Average time to rectify a sewer blockage in our pipe	3.5 hours
Hours for containment of sewer spills	5 hours
Spills contained within 5 hours	100%
Customer Service	
Complaints to EWOV (per 1,000 customers)	1.1
Telephone call answered within 30 seconds (per cent)	90%

We will:

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

Bursts, leaks, blockages and spills

In the event of a burst, leak or blockage in our system, we will:

- Promptly attend the site upon notification;
- Take action to rectify the situation taking into account the potential or actual impact on you, others affected by the failure, property; and the environment;
- Provide information about any unplanned interruption through a 24-hour telephone facility (FREECALL 1800 24 90 90) which advises of the estimated duration of any interruption;
- Ensure that in the event of a sewage spill at your property, damage and inconvenience to you and others affected is minimised; and
- Ensure that the sewage spill is promptly cleaned up and the affected area is disinfected.

Planned interruptions – information and response

We will inform affected customers in writing of the time and duration of any planned interruption to service at least two business days in advance.

As well, we have policies, practices and procedures in relation to providing you with access to emergency supplies of drinking water.

Special needs

We keep an up to date register of customers who require water for:

- The operation of a life-support machine; or
- Other special needs that are assessed on a case by case basis.

We will contact customers on our special needs register:

- As soon as possible in the event of an unplanned interruption to a service; and
- At least 4 business days before a planned interruption unless a longer period of notice is requested by the customer in which case longer notice must be given if it is reasonably necessary and able to be accommodated by us.

In all cases we will endeavour to minimise inconvenience to these customers.

Disconnection of service

We may only disconnect in one of the following circumstances:

- Upon the reasonable request of the customer;
- In the case of a recycled water service or a wastewater service – for a repeated or material breach of the permitted use rules;
- For an urgent health or safety reason;
- For a material breach of water law by a customer;
- The property owner's infrastructure being unfit for safe or efficient continued provision of the service; or
- Otherwise permitted by water law.

We may charge for a disconnection.

Reconnection

We will promptly reconnect a customer's property which has been disconnected upon:

- The reason for disconnection no longer persisting; or
- Receipt of a written undertaking as to compliance by the customer in a form acceptable to us; and
- Payment by the customer of any reasonable charge imposed by us.

Work and Maintenance

Quality improvement programs

We implement programs to maintain our systems in accordance with our approved service standards and the *Water Act 1989*.

In addition to this general system obligation we will maintain:

- The property service pipe if it is 25mm in diameter or less up to:
 - The meter assembly; or
 - If no meter is installed, the property boundary.
- Any galvanised iron property service pipe for which we have maintenance obligations under the condition above if it is leaking.

If we replace a galvanised iron property service pipe at a single residential property we will require you to pay for the first \$500 (excluding GST) of the cost of the replacement as outlined in our Main to Meter Policy. For a copy of this policy please contact our Customer Service team.

We are not responsible for the maintenance of a backflow prevention device installed at the outlet of the meter, a private fire service, private extension or trunk services or property service pipes from private extensions.

Worker identification

Our representative will not enter your property without appropriate identification.

Our representative entering a property (with the exception of reading an accessible meter) must either:

- Notify any occupant present of their purpose for entry; or
- If no occupant is present at the property, leave a notice stating their identity and the date, time and purpose of entry.

Keys held by Westernport Water

If we hold keys to your premises, the keys will be held in safe custody and returned to you upon notification of you vacating the property or if access is no longer required.

Information

Our Customer Service team is keen to assist you with your information needs. We can be contacted during business hours on 1300 720 711 for the cost of a local phone call.

Please contact the team for information or advice on the following matters:

- Account information;
- Account payment options;
- Concession entitlements;
- Programs available to customers who are having payment difficulties, including our Residential Hardship Policy;
- Information about our Complaint Handling procedures; and
- Information on the Energy and Water Ombudsman (Victoria) Scheme.

Permitted use

We will regularly inform relevant customers of our required limits on the permitted use of recycled water, non-potable water and wastewater service which at least reflect:

- Health and environmental regulation; and Water law in respect of recycled water.

Trade waste

We will advise you of the standards and requirements necessary for entering a trade waste agreement or obtaining consent.

Sustainable use of water

We will provide information to you about the sustainable use of Victoria's water resources and how you may conserve water.

Water reuse

We will provide information to you upon request about lawful and practical possibilities for the reuse of water.

Account history

Upon request, we will provide you with your account and water usage history for the preceding three years, free of charge, within 10 business days, or other period of agreement.

We may charge a reasonable fee for providing account and usage history held beyond three years in accordance with the relevant Public Record Office Standard General Disposal Schedule for the Records of Water Corporations.

Regulatory information

We will provide on request any regulatory instruments other than primary legislation under which we operate, including a copy of the Essential Services Commission's Customer Service Code.

Communication assistance

If you require the assistance of an interpreter service please telephone 13 14 50.

Customers who are deaf / have a hearing impairment or a speech/communication impairment may contact us through the National Relay Service using modem or textphone (TTY) by dialling 133 677 and quoting 5956 4100.

Your Obligations

You have certain obligations under the *Water Act 1989*. Some of these obligations include but are not limited to the following:

- To pay charges incurred after vacating a property unless we are given 48 hours notice of you vacating the property;
- To ensure that each water meter is accessible by us;
- To maintain the property owner's infrastructure upon notice by us;
- To remove trees at our request;
- To seek our consent for any building or construction work which might interfere with a service or system;
- To not alter any works connected to our works without our consent; and
- To observe restrictions imposed by us in accordance with Water Law.

We will use reasonable endeavours to keep you informed of your obligations.

Privacy

We will keep information about you confidential and will comply with the Information Privacy Act (Victoria) 2000 and any guidelines issued by the Victorian Privacy Commissioner.

Publication and distribution of this Customer Charter

We will publish this Customer Charter on our website and provide a hardcopy to you on request. In addition, we will keep a copy of the Customer Charter at our office for inspection during business hours.

Customer Charter Summary

A summary of this Customer Charter will also be available for distribution to:

- Existing customers with their first account and
- New customers within one month of becoming registered as a customer.

Changes to this Customer Charter

Our Customer Charter may be amended:

- By direction from the Essential Services Commission; and
- Following consultation with customers, stakeholders and following approval of the Essential Services Commission.

If we materially change our Customer Charter, we will let you know. The details of the change will be available on our website or upon request. Notification of the change will occur on or with the next account after the change has occurred.

Definitions

“approved service standards” means standards and conditions of service and supply approved by the ESC under clause 15 of the Water Industry Regulatory Order and reflected in our Water Plan.

“available” means that the person’s property is a declared property in respect of that service under section 144 of the *Water Act 1989*.

“billing period” means any period for which your bill is calculated.

“business day” means a day on which banks are open for general banking business, not being a Saturday or a Sunday.

“ESC” means the Essential Services ESC established under the *Essential Services Commission Act 2001*

“complaint” means a written or verbal expression of dissatisfaction about an action, proposed action or failure to act by us, including a failure by us to observe our published policies, practices or procedures.

“customer” means a person who is:

- an owner and occupier of a property connected to our system;
- an owner of a property which is connected to our system but is not an occupier;
- an occupier of a property that is connected to our system and is liable for usage charges;
- an owner of a property that is not connected but a service is available from Westernport Water, and we impose a charge.

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

“electronic address” means an email or internet address supplied by you to us for the purpose of receipt of bills or other service related communications.

“enquiry” means a written or verbal approach by you, which can be satisfied by us providing written or verbal information, advice, assistance, clarification, explanation or referral about a matter.

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

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

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

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

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

“financial year” means a year ending 30 June.

“health regulation” includes the Safe Drinking Water Act 2003, the Food Act 1984, the Health (Fluoridation) Act 1973 and other applicable requirements of the Department of Human Services.

“interruption” means in the case of your water or recycled water supply, a total loss of flow from us to you.

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

“non-potable water” means water that is the subject of a declaration made by the Minister under Section 6 of the Safe Water Drinking Act 2003, known under that Act as ‘regulated water’.

“occupier” means a person in occupation of a property to which a service is available, including:

- a tenant or caravan park resident registered as such with us, for the period of such registration; or
- the property owner.

“permitted use rules” means our requirements as specified in the Permitted Use section.

“planned construction works” means major maintenance, construction or other activities undertaken in relation to our system which are planned, scheduled or known about in advance by us. Planned construction works may result in planned interruptions.

“planned interruption” means a scheduled interruption to a service to you, which is caused by us to allow routine maintenance or augmentation to be carried out.

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

“reasonable assurance” means a fair and reasonable expectation (based on all the circumstances leading to, and which are anticipated to follow an offer) that you will meet the terms of an offer.

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

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

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

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

“system” means our physical infrastructure for providing a water supply service, a recycled water service or a trade waste or wastewater service.

“trade waste” means any water borne waste as prescribed under the *Water Act 1989*.

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

“unplanned interruption” means an interruption to services to a customer caused by a fault in Westernport Water’s system or a fault, which is the maintenance responsibility of the Westernport Water according to the Work and Maintenance section of this Charter.

“water law” means the relevant requirements contained in or made under the *Water Act 1989* and the *Water Industry Act 1994*.