



Goulburn-Murray Water

# Customer Service Charter

Date: November 2007

Document Number: 2207878 v3

## CONTENTS

<b>1</b>	<b>INTRODUCTION.....</b>	<b>1</b>
1.1	Purpose of the Charter	1
1.2	Scope of the Charter	1
1.3	Customer Relations	1
1.4	Term of the Charter	2
<b>2</b>	<b>QUALITY AND RELIABILITY OF SERVICES.....</b>	<b>3</b>
2.1	Drought and Water Restrictions	3
2.2	Delivery of Water and Access to Drainage Services	3
2.3	Water Supply Quality	3
2.4	Rectification	3
2.5	Obligation to Provide Reliable Services	3
2.6	Delivery of Surface Irrigation Water	4
	2.6.1 Water Ordering and Confirmation	4
	2.6.2 Commencing and Ceasing Water Supply	5
	2.6.3 Expectations of Customers	6
	2.6.4 Contact and Communication	6
	2.6.5 Service Standard	7
	2.6.6 Gravity Irrigation Water Delivery Service Performance Indicators and Targets	7
	2.6.7 Gravity Irrigation Channel Domestic and Stock Supplies	8
	2.6.8 Rivers and Stream Domestic and Stock Supplies	8
2.7	Delivery of Pumped Irrigation Water	8
	2.7.1 Water Ordering and Confirmation	8
	2.7.2 Commencement and Ceasing Water Supply	8
	2.7.3 Expectations of Customers	8
	2.7.4 Contact and Communication	9
	2.7.5 Service Standard	9
	2.7.6 Pumped Irrigation Water Delivery Service Performance Indicator and Target	9
2.8	Delivery of Pumped Domestic and Stock Supply	9
	2.8.1 Commencement and Ceasing Water Supply	9
	2.8.2 Contact and Communication	9
	2.8.3 Service Standard	10
2.9	Delivery of Gravity Fed Domestic and Stock Supply	10
	2.9.1 Commencement and Ceasing Water Supply	10
	2.9.2 Contact and Communication	10
	2.9.3 Service Standard	10
	2.9.4 Non-Standard Service	11
2.10	Delivery of Groundwater Services	11
	2.10.1 Intensive Management Areas	11
	2.10.2 Groundwater Supply for Domestic and Stock Purposes	11
	2.10.3 Private Groundwater Discharge	11
	2.10.4 Groundwater Monitoring	12
2.11	Surface Drainage	12
	2.11.1 Service Standard	12
	2.11.2 Level of Service	12
	2.11.3 Connection	12
	2.11.4 Drainage Water Quality	12
	2.11.5 Goulburn-Murray Water Community Drainage Schemes	12
2.12	Water Use from Surface Drains	13
	2.12.1 Service Standard	13
	2.12.2 Diversion from Goulburn-Murray Water Community Drainage	14
2.13	Goulburn-Murray Water Sub Surface Drainage	14
	2.13.1 Service Standard	14

2.13.2	Non-Standard Services	14
2.14	Stock and Access	14
2.15	Private Works	15
2.16	Vermin and Noxious Weeds	15
2.17	Planned Interruptions	15
2.18	Unplanned Interruptions	15
2.19	Licensing	15
<b>3</b>	<b>WORKS AND MAINTENANCE .....</b>	<b>16</b>
3.1	Goulburn-Murray Water Maintenance Obligations	16
3.1.1	Priority Code & Maintenance Response Times	16
3.2	Customers Maintenance Obligations	16
3.3	Use of Herbicides	16
3.4	Damage to Goulburn-Murray Water Assets	16
3.4.1	Stock Damage	17
3.5	Vermin and Noxious Weed Control	17
3.6	Worker Identification	17
3.7	Keys Held by Goulburn-Murray Water	18
<b>4</b>	<b>MANAGING OUR ENVIRONMENT AND WATER RESOURCES .....</b>	<b>19</b>
<b>5</b>	<b>CHARGES .....</b>	<b>20</b>
5.1	Variation	20
5.2	Schedule of Charges	20
<b>6</b>	<b>ENQUIRIES, COMPLAINTS AND DISPUTES .....</b>	<b>21</b>
6.1	General Enquiries	21
6.2	Complaints and Disputes	21
6.3	Resolution of Complaints/Disputes	22
6.4	Billing Dispute	22
<b>7</b>	<b>BILLING .....</b>	<b>23</b>
7.1	Billing Frequency	23
7.2	Goulburn-Murray Water Meter Readings	23
7.3	Special Meter Readings	23
7.4	Issue of Bills	23
7.5	Content of Bills	23
7.6	Presentation of Charges	24
7.7	Adjustment of Bills	24
7.7.1	Undercharging	24
7.7.2	Overcharging	24
<b>8</b>	<b>PAYMENTS .....</b>	<b>25</b>
8.1	Payment Methods	25
8.2	Payment Difficulties	25
8.3	Flexible Payment Plans	25

<b>9</b>	<b>COLLECTION .....</b>	<b>26</b>
9.1	Reminder Notices	26
9.2	Warning Notices	26
9.3	Additional Contents of Reminders and Warning Notices	26
9.4	Interest and Other Charges	26
9.5	Application of Funds	27
9.6	Dishonoured Payment	27
9.7	Powers of Sale or Transfer	27
9.8	Regulatory information	27
<b>10</b>	<b>ACTIONS FOR NON-PAYMENT .....</b>	<b>28</b>
10.1	Suspension	28
10.2	Restriction and Legal Action	28
10.3	Limits on Suspension, Restriction and Legal Action	28
10.4	Additional Limits on Restriction	28
10.5	Removal of Restrictions	28
<b>11</b>	<b>INFORMATION .....</b>	<b>30</b>
11.1	Water Allocation Policy	30
11.2	Overuse Policy	30
11.3	Billing History	30
11.4	Customer Obligations	30
11.5	Communication Assistance	31
11.6	Privacy	31
<b>12</b>	<b>SCHEDULE A .....</b>	<b>32</b>
12.1	Normal Billing and Payment Dates for the Financial Year	32
<b>13</b>	<b>DEFINITIONS.....</b>	<b>33</b>

# 1 INTRODUCTION

Goulburn-Murray Water manages water storage, delivery and drainage systems involving 70% of Victoria's stored water and operates on a cost recovery basis. Our region covers 68,000 square kilometres between the Great Divide, the River Murray and west down river to Swan Hill and the Loddon River.

Our business is the operations and maintenance of the States storage dams and channel infrastructure for the delivery of water to customers and the sharing of available water in the rivers and streams.

Goulburn-Murray Water is responsible for delivery of rural water services to customers on 24,757 serviced properties. These properties are located within the seven operational units including Shepparton, Central Goulburn, Rochester-Campaspe, Pyramid-Boort, Murray Valley, Torrumbarry and Diversions customers along the river and groundwater systems of Northern Victoria.

## 1.1 Purpose of the Charter

The purpose of this customer charter is to inform customers about the water supply services and licensing activities performed by Goulburn-Murray Water and the respective rights and responsibilities of Goulburn-Murray Water and its customers.

## 1.2 Scope of the Charter

This Charter covers the retail water delivery services, standards and related activities provided by Goulburn-Murray Water, that is:

- Water supply for irrigation use.
- Water supply for domestic and stock use.
- Surface drainage.
- Sub-surface drainage.
- Groundwater.
- Issuing and granting of water related licences

Goulburn-Murray Water is required to provide its services in accordance with its legal obligations.

The Charter sets out the standard of service customers can reasonably expect to receive and against which the performance of Goulburn-Murray Water can be judged. The charter also covers customer responsibilities in accepting the service provided to ensure that their actions don't affect other customer rights and service levels.

## 1.3 Customer Relations

The relationship between Goulburn-Murray Water and its customers is important to ensure the system operates efficiently. An ongoing positive relationship between the two parties is essential to ensure services are delivered effectively and on a consistent basis. Interaction and communication is critical for Goulburn-Murray Water to ensure customers are aware and informed on issues that may impact on their businesses and to assist Goulburn-Murray Water understand customer water needs

Another important aspect of the interaction between Goulburn-Murray Water and its customers is the awareness and cooperation from customers when taking water deliveries as one persons finish time is generally a neighbours start time. By adhering to planned irrigation times and rosters, customers are contributing to the effectiveness of their water supply system.

The relationship has been strengthened with the continual evolution of Water Services Committees (WSC's). These committees are occupied by members elected by the irrigation community and as such are the key forum in which customer issues are raised with Goulburn-Murray Water.

We look forward to the continual involvement with Water Services Committees and our entire customer base as we continue to manage our water resources in a responsible manner for all stakeholders into the future.

### **1.4 Term of the Charter**

Before adopting a charter or varying a charter Goulburn-Murray Water will submit to the Essential Services Commission, (ESC) with the details of the customer consultation undertaken (generally with WSC's), for the ESC to review and assess compliance of the charter with the Customer Service Code and Goulburn-Murray Water's approved service standards.

Goulburn-Murray Water will periodically (annually) review the content of this charter to ensure it accurately reflects the operations and services provided within the regulatory environment in which it operates.

## **2 QUALITY AND RELIABILITY OF SERVICES**

Goulburn-Murray Water aims to provide high standards of service to our customers throughout all levels of our business. The purpose of this section of the charter is to detail to customers the service they can reasonably expect to receive from Goulburn-Murray Water. It also details ways in which Goulburn-Murray Water request customers assist to ensure it can deliver effective service to all customers.

### **2.1 Drought and Water Restrictions**

At times of low water availability Goulburn-Murray Water may be required to restrict the quantity of water supplied to customers. Restrictions are applied in accordance with the Water Act 1989 and Goulburn-Murray Water Allocation Policy.

### **2.2 Delivery of Water and Access to Drainage Services**

Goulburn-Murray Water will ensure that its supply services are provided in accordance with its approved service standards, except to the extent that:

- the customer does not comply with any applicable requirements of service or supply;
- the customer's infrastructure falls short of the required condition;
- a supply service is provided via private infrastructure;
- there is a drought or an emergency;
- there is an unplanned or planned interruption;
- supply is restricted or suspended in accordance with this charter;
- for a drainage service, use of the supply service would exceed applicable limitations of the drainage system;
- amendments to approved service standards have been agreed with customers; or
- water law provides otherwise.

### **2.3 Water Supply Quality**

Water supplied by Goulburn-Murray Water supply system is not intended for drinking or human consumption directly or indirectly. The open nature of the water storage and supply systems means that Goulburn-Murray Water cannot guarantee any particular quality of water.

In the instance of material changes in the physical quality of water supplied to customers, Goulburn-Murray Water will notify these customers informing them of the change in quality as soon as it becomes aware of the change or likelihood of change.

### **2.4 Rectification**

Goulburn-Murray Water will rectify any deficiency that is within Goulburn-Murray Water's control in satisfying clause 2.2 and 2.3 as soon as possible after it becomes aware of the deficiency, or within a time agreed with the customer.

### **2.5 Obligation to Provide Reliable Services**

Goulburn-Murray Water will develop and implement plans, systems and processes and manage its assets to ensure that supply services are provided on a reliable basis. All reasonable endeavours will be made to minimise the impact of unplanned interruptions to supply services.

Goulburn-Murray Water will comply with its approved service standards and any other standard which is approved by the Essential Services Commission.

### **2.6 Delivery of Surface Irrigation Water**

#### **2.6.1 Water Ordering and Confirmation**

Goulburn-Murray Water provides customers with two interactive options for water order lodgement and entitlement management. An automated telephone service, WaterLINE, operates 24 hours a day. This service allows customers to place an order, find out start times, speak to a planner, leave a message for a planner, change pin number, check entitlement, change lodged orders (only available for Total Channel Control customers), enter meter readings or speak to an operator.

To enhance this service for our customers Goulburn-Murray Water has introduced an internet based service, WaterLINE Online, which allows customers access to their service details and allows customers to enter meter readings and view water usage statements which will greatly assist with the management of customer entitlements. WaterLINE Online will also allow customer to lodge and confirm water orders, change pin numbers and view messages from Goulburn-Murray Water.

#### **Water Order Notice Required**

Customers are required to utilise either of the ordering services to order water and provide four days notice of their requested start date.

The required notice for designated customer groups (i.e. Total Channel Control system) may vary throughout the season. Customers that are not required to give 4 days notice will be notified by Goulburn-Murray Water.

For river diverters from unregulated streams water ordering is not normally required as access to water is determined by the water flow at certain points on the stream.

#### **Lodging a Water Order**

To ensure water orders are received and planned effectively we request customers utilise the WaterLINE and WaterLINE Online services to lodge their order requirements.

It is requested of river diversions customers that where a meter is installed, readings from the previous irrigation are included with the order.

#### **Confirmation - Notification of Start Times**

Certain customer groups (i.e. Diversions surface water, Total Channel Control system and auto confirm customers) will receive confirmation when their order is placed. All other customers will either telephone WaterLINE after 4.00pm on the day prior to the ordered start day or use WaterLINE Online to confirm their order.

All orders should be confirmed prior to 6.00 am on the day ordered. If an order is rescheduled for an earlier start day, the planner will advise accordingly.

Orders may be delivered with less than four days notice in some circumstances. Priority will be given to orders placed giving the required four days notice.

Due to supply system constraints and efficiency of operations, customers should have an expectation that they may be scheduled to water at any time on the day ordered.

### **2.6.2 Commencing and Ceasing Water Supply**

#### **Commencing Water Supply - Meter Outlet Start**

Goulburn-Murray Water relies on the cooperation of its customers to start the meter outlet at the confirmed start time.

#### **Ceasing Water Supply - Meter Outlet Finish**

The meter outlet should be fully closed by the customer, within 1 hour\* of scheduled finish time except for Total Channel Control customers. Greater flexibility of 'close down times' for individual channels will need to be negotiated with Goulburn–Murray Water.

*\*6 hours for River Diversions customers.*

It is important to note that an agreed finish time is generally another's start time, any change or extension will effect a fellow irrigator's start time or supply rate.

For unregulated river diversions customers Goulburn-Murray Water will develop and notify affected customers of arrangements to share limited water resources when restrictions are required.

#### **Rain Shutdowns**

In times of rain events, Goulburn-Murray Water should be notified of changes to scheduled finish times giving as much notice as possible, 12 hours or more is desirable. A minimum of 6 hours notice is required for gravity channel system customers.

Regulated river diversions customers are requested to advise Goulburn-Murray Water as soon as possible if closing their outlet down due to rain.

#### **Leaving a Message – minimum notice**

Gravity channel irrigation customers planned to finish between 7.00am and 7.00pm, should give a minimum of 6 hours notice of changed finish time.

Those planned to finish between 7.00pm and 7.00am, should indicate changes to finish times prior to 7.00pm or to meet minimum 6hrs notice which ever is earlier.

River diversions customers (regulated or roster only) are requested to provide a minimum of 12 hours notice if there is more than 6 hours variation from their planned finish time.

#### **Message – acknowledgement**

When leaving a message between 7.00am and 7.00pm for a changed finish time, it can be taken as received and accepted if the planner does not contact customers within 3 hours for gravity irrigation customers.

Goulburn-Murray Water checks messages periodically during these hours, seven days a week. If a message is left outside these times then the customer must wait for formal confirmation.

Diversions customers have the ability to leave a message for the Diversions Inspector which will be received during normal office hours.

### 2.6.3 Expectations of Customers

#### **Adherence to Start and Finish Times**

Customers should adhere to scheduled start times, finish times and the flow rate ordered and confirmed to start to ensure consistent flow rates for themselves and other customers.

#### **Accuracy of Water Orders**

To assist in the effective operation of the supply system customers need to ensure orders are an accurate description of the delivery that will be taken by the customer.

#### **Corrective Action**

Where notification is not given, overdue meter outlets may be closed by Goulburn-Murray Water.

Meter outlets that have finished earlier than scheduled may be opened by Goulburn-Murray Water employees until such time as the ordered water can be placed elsewhere to maintain system security.

Goulburn-Murray Water will endeavour to contact customers in these circumstances, where contact can be made.

#### **Water Entitlement Management**

Goulburn-Murray Water provides customers with the WaterLINE and WaterLINE Online service to assist in managing their entitlement. It is the customer's responsibility to manage their water use within water entitlement and ensure that their total water use does not exceed their entitlement allocated.

Customers are encouraged to record their meter reading at the start of each irrigation season and monitor this regularly during the irrigation season.

### 2.6.4 Contact and Communication

It is expected that Goulburn-Murray Water and customers will interact in a polite & respectful manner.

#### **Contact with Goulburn-Murray Water**

Communicating directly with the Goulburn-Murray Water is possible through WaterLINE during the listed times:

- 7.30am to 12.00 noon. (Every day during irrigation season)
- 1.00pm to 4.00pm (Monday to Friday excluding Public Holidays)
- A message facility is available at all times and is periodically checked between 7.00am and 7.00pm seven days a week.

Diversions Inspectors are available during the hours of 7:30am to 5:00 pm daily (weekdays only).

WaterLINE cannot be contacted between the hours of 3.00am and 4.30am each morning to allow for data down loading.

#### **Emergency Contact**

Should emergency assistance be required during the irrigation season please contact 1800 064 184 (7 days a week, 24 hours a day).

### 2.6.5 Service Standard

#### Irrigation Season

The gravity channel irrigation season is determined by Goulburn-Murray Water each year and is normally 15 August to 15 May unless there is a water shortage.

Goulburn-Murray Water is obligated to supply water during the irrigation season.

Outside of the irrigation season water delivery will be negotiated with customers who have a special requirement however this delivery will be at the discretion of Goulburn-Murray Water in accordance with the Goulburn-Murray Water "Out of Season Water Delivery Policy".

Pumped Irrigation Districts, River and Groundwater Diversions irrigation season is 1 July to 30 June. Water may be diverted within the irrigation season providing, on regulated streams orders are placed on WaterLINE, unregulated streams and ground water licenses the area able to be irrigated or licensed entitlement volume is not exceeded, and that water taken is in accordance with roster restriction in place.

#### Water Supply Levels

Goulburn-Murray Water will make every endeavour to maintain the water level in gravity irrigation channels at the design \*supply level during a planned irrigation supply. The water level will not deliberately be raised above supply level to satisfy customer desires.

\*Supply level - is the designed hydraulic channel level that provides adequate head of water to all land intended to be serviced by the channel. (Meter outlet water wheels are generally set so that at supply level there is 385 mm water depth against large meter wheel door and 305 mm against small meter wheel door).

For customers accessing water from rivers, streams and creeks, it is the responsibility of the customer to ensure pump foot valves are accessible to the water at low flows.

#### Consistent Flow Rate

Goulburn-Murray Water will aim to ensure a consistent flow rate of irrigation delivery at the customers ordered rate. Goulburn-Murray Water will pro-actively attempt to advise customers, within reason, of significant known channel and river fluctuations that may affect their irrigation for longer than 4 hours.

#### Rationing of Water Supply

Gravity channel irrigators supply will be allocated based on the customers delivery shares when a formal rationing period is declared.

Regulated river diverters supply will be based on the customers extraction share and Unregulated diversions customers will be rationed in accordance with the roster and restriction policy implemented by Goulburn-Murray Water.

### 2.6.6 Gravity Irrigation Water Delivery Service Performance Indicators and Targets

The key performance measure for water delivery is the "Percentage of Orders Delivered on The Day Ordered". The targets for each operations unit established in consultation with Water Service Committees for the 2007/08 year are shown in the table below:

<b>Based on all orders</b>	<b>Target 07/08</b>
Delivered on the day ordered	
Shepparton	91%
Central Goulburn	92%
Rochester-Campaspe	83%
Pyramid-Boort	82%
Murray Valley	87%
Torrumbarry	94%

### **2.6.7 Gravity Irrigation Channel Domestic and Stock Supplies**

Water supplies for domestic and stock purposes from channels will be available during the designated irrigation season. Some supplies may be available outside of the irrigation season however these can not be guaranteed. All supply should be taken in accordance with water use conditions.

### **2.6.8 Rivers and Stream Domestic and Stock Supplies**

Water supplies for domestic and stock purposes from rivers and streams may be taken 12 months of the year if water is available.

## **2.7 Delivery of Pumped Irrigation Water**

Goulburn-Murray Water manages several pumped irrigation water supply systems that provide irrigation water via pressurised pipe schemes.

### **2.7.1 Water Ordering and Confirmation**

Water orders are required to be lodged using the interactive system WaterLINE or WaterLINE Online. Two days notice of intention to water is required.

### **2.7.2 Commencement and Ceasing Water Supply**

The irrigation start time will be as ordered unless Goulburn-Murray Water notifies the customer of any change.

Completion of irrigation should be at the ordered finish time

### **2.7.3 Expectations of Customers**

#### **Adherence to Start and Finish Times**

Customers should adhere to scheduled start times, finish times and the flow rate ordered to ensure consistent flow rates for themselves and other customers.

#### **Accuracy of Water Orders**

To assist in the effective operation of the supply system customers need to ensure orders are an accurate description of the delivery that will be taken by the customer.

#### **Water Entitlement Management**

Goulburn-Murray Water provides customers with the WaterLINE and WaterLINE Online service to assist in managing their entitlement. It is the customers responsibility to manage their water use within water entitlement and ensure that their total water use does not exceed their entitlement allocated.

Landowners are encouraged to record their meter reading at the start of each irrigation season and monitor this regularly during the irrigation season.

### **2.7.4 Contact and Communication**

Communication directly with the Goulburn-Murray Water is possible through WaterLINE during the listed times:

- 7.30am to 12.00 noon. (Every day during irrigation season)
- 1.00pm to 4.00pm (Monday to Friday excluding Public Holidays)
- A message facility is available at all times and is periodically checked between 7.00am and 7.00pm seven days a week.

WaterLINE cannot be contacted between the hours of 3.00am and 4.30am each morning to allow for data down loading.

### **Emergency Contact**

Should emergency assistance be required during the irrigation season please contact 1800 064 184 (7 days a week, 24 hours a day).

### **2.7.5 Service Standard**

#### **Irrigation Season**

Pumped Irrigation Systems irrigation season is normally 1 July to 30 June unless there is a declared water shortage. Water may be diverted within the irrigation season providing orders are placed on WaterLINE.

#### **Consistent Flow Rate**

Goulburn-Murray Water will aim to provide consistent flow rate and will proactively contact customers when it becomes aware of supply issues.

#### **Capacity Controls on Water Supply**

Pumped Irrigators supply will be allocated based on the customers capacity shares if demand exceeds system capacity.

### **2.7.6 Pumped Irrigation Water Delivery Service Performance Indicator and Target**

The key performance measure for water delivery is the "Percentage of Orders Delivered on The Day Ordered". The target for pumped irrigation supply is 85%.

## **2.8 Delivery of Pumped Domestic and Stock Supply**

Goulburn-Murray Water manages several domestic and stock water supply schemes where water is delivered through pumped pressurised pipe systems to customer property boundaries. Customers have an annual water allowance that is subject to agreed business rules. These rules are available from the Goulburn-Murray Water and have been established with consultation with water users.

### **2.8.1 Commencement and Ceasing Water Supply**

Notification of intention to take water is not required. Water will normally be available on demand where customers adhere to agreed capacity share.

### **2.8.2 Contact and Communication**

Contact with Goulburn-Murray Water should be directed to the local Goulburn-Murray Water office in business hours.

Emergency assistance be required during the irrigation season please contact 1800 064 184 (7 days a week, 24 hours a day).

### **2.8.3 Service Standard**

Pumped supply season will normally cover the full 12 month period where water is available from the source. Additional details are available from the local office.

#### **Flow Rate**

The normal tapping size is 20mm.

#### **Connection**

The point of supply to each property will be the nearest point to the main pipeline. A minimum pressure will be provided at property boundary as 10 meter head above high point on property.

Customers are required to have 4 days on farm storage capability.

## **2.9 Delivery of Gravity Fed Domestic and Stock Supply**

Goulburn-Murray Water operates several domestic and stock water dam fill schemes where water is delivered through a gravity fed channel system to customer property boundaries.

Water availability depends on water resource available and supply restriction policy is implemented in times of declared water shortages.

### **2.9.1 Commencement and Ceasing Water Supply**

Goulburn-Murray Water will provide at least one week's notice of pending gravity dam fill. Twenty four hours notice of actual start time (which may be communicated by another customer at the completion of their dam filling) will be given.

Gravity fed dam fill will commence at agreed start time and dams will not be filled by Goulburn-Murray until customers are notified.

Supply is to cease within 2 hours of agreed finish time or a minimum of 12 hours notice of finish time is required for gravity dam fills if finish time is to be changed.

### **2.9.2 Contact and Communication**

Contact with Goulburn-Murray Water should be directed to the local Goulburn-Murray Water office in business hours.

Should emergency assistance be required during the irrigation season please contact 1800 064 184 (7 days a week, 24 hours a day).

#### **Rain Events**

Gravity fed dam fill customers should notify Goulburn-Murray Water as soon as possible of changed circumstances and wait for confirmation prior to ceasing taking water.

### **2.9.3 Service Standard**

#### **Dam Filling Season**

The gravity dam filling season is negotiated annually with the Water Service Committee under established guidelines and advertised in the local press.

#### **Consistent Flow Rate**

Goulburn-Murray Water will endeavour to ensure consistent flow rate, as agreed, and to pro-actively advise customer of known channel fluctuations.

### **Channel Levels**

Gravity fed dam fill channels will run at general operating level as determined by Goulburn-Murray Water.

### **Cleaning of Private Channels**

Gravity fed dam fill private channels should be in a clean condition and capable of carrying the required flow, prior to commencement of dam filling. In conjunction with a Water Services Committee representative, a decision may be made not to fill dams where channels are not appropriately cleaned.

## **2.9.4 Non-Standard Service**

### **Supplementary Dam Fills**

Requests to fill gravity fed dams a second time may be available infrequently if water is available. Details of application process are available from Goulburn-Murray Water.

### **Dam Filling Outside the Designated Season**

Gravity fed dam fill outside the designated season is dependent on water availability, maintenance activities and subject to Water Services Committee agreement.

## **2.10 Delivery of Groundwater Services**

Goulburn-Murray Water manages the licensing and extraction of water from groundwater aquifers within its region. Groundwater extraction is managed under the groundwater licence in accordance with the licence conditions, which allows pumpers to extract their licence volume annually subject to any restriction that may be in place.

### **2.10.1 Intensive Management Areas**

Groundwater management plans for intensive use areas have been established through consultation with local groundwater users. Implementation of these plans by Goulburn-Murray Water in priority Groundwater Management Areas increases the activities specifically required to manage the equitable sharing of the available resource.

Licensed diverters may access their groundwater entitlement in accordance with licence conditions and the compliance requirement of the Management Plan or the Intensive Management rules applicable to their area.

### **2.10.2 Groundwater Supply for Domestic and Stock Purposes**

Water supplies for domestic and stock purposes from groundwater aquifers may be taken 12 months of the year if water is available.

### **2.10.3 Private Groundwater Discharge**

Groundwater from private groundwater bores may be discharged to drains and channels where and when specifically authorised.

### **2.10.4 Groundwater Monitoring**

Goulburn-Murray Water will proactively monitor groundwater levels to protect the water resource from over allocation and for the protection of existing users access to water.

## **2.11 Surface Drainage**

Where formal surface drainage schemes exist the operations and maintenance of the drains are the responsibility of Goulburn-Murray Water.

### **2.11.1 Service Standard**

Properties that have access to Goulburn-Murray Water drains are classified from division 1 to division 8 depending on the area of land that has access to the drain. Additional information on the divisions and how rating is applied can be accessed from the Operating Tariff Criteria available at Goulburn-Murray Water offices or website.

Customers also have the ability to discharge drainage water into a gravity irrigation channel under certain conditions where formal drainage schemes do not exist.

### **2.11.2 Level of Service**

The level of service provided by each drain has been declared by Goulburn-Murray Water. The design standard of drains is to remove the excess rainfall runoff from an irrigated catchment over 5 days. The standard design rainfall is a 24 hour summer storm with an Average Recurrence Interval of 1 in 2 years (this is approximately 50 mm). However, some drains have higher level of service depending on what design standard was in place at the time of construction.

### **2.11.3 Connection**

Discharge to the Goulburn-Murray Water drains is via authorised drainage inlets only. Operation of drainage inlets is generally the responsibility of the landholder or drainage group.

Where a customer is authorised to discharge drainage into a water supply channel (where no alternative drainage service exists) the following applies:

- Discharge as per the individual permit.
- Day-time pumping only is permitted.
- Permission is required each time.
- Permission may be denied, delayed or removed pending operational requirements on the channel.

### **2.11.4 Drainage Water Quality**

Water discharged into Goulburn-Murray Water drains must not be polluted, such as with dairy or piggery effluent or other unauthorised chemical or fuel residues.

### **2.11.5 Goulburn-Murray Water Community Drainage Schemes**

Goulburn-Murray Water manages and maintains Community Drains in accordance with the established policies and procedures communicated to these drain users.

### 2.12 Water Use from Surface Drains

Water use from Goulburn-Murray Water drains under certain conditions will be approved and managed in accordance with Goulburn-Murray Water Drainage Diversion Strategy.

An agreement to access water from the drain may be granted if conditions of water access from the drain are met by diverters.

Access, reliability of supply and water quality is at the risk of the diverter as water availability is dependent on unreliable water sources.

#### 2.12.1 Service Standard

There are three levels of drain diversion standard agreements:

- Tier 1** Low Flow
- Tier 2** Low Flow (restricted)
- Tier 3** High Flow, (a) Gravity, (b) Pumped

##### **Tier 1 - Low Flow**

- Diverters are allowed to divert drain flows at any time, subject to agreement conditions.
- Diversions are for irrigation of a set volume onto an agreed area.
- New Tier 1 agreements can only be issued while there are excess drain flows as identified by the Drain Diversion Plan for each drain catchment.
- Fees are based on the volume specified in the agreement and usage over agreed volume will be charged.
- All Tier 1 agreements can be subject to allocation adjustments dependent on continued use.

##### **Tier 2 - Low Flow (restricted)**

- Diverters are allowed to divert drain flows when the gravity irrigation low reliability water share allocation is equal to or exceeds 50% of high reliability water share
- Diversions are for supplementary direct irrigation of a set volume onto an agreed area.
- Fees are based on the volume specified in the agreement and usage over agreed volume will be charged.
- In years when diversions are not permitted then no diversion volumetric charges will be payable. Annual service fees will still be payable.
- All Tier 2 agreements can be subject to allocation adjustments depending on continued use.

##### **Tier 3 - High Flow Gravity**

- Diversions are made through a specific structure with a sill set at 50% of the design drain flow level, or at a level determined by taking into consideration the drain characteristics at the specific location.
- Diverters are allowed to divert drain flows which occur at any time above the fixed sill level.
- Diversions are for harvesting to storage to use as and when required.
- No fees are payable for volumes diverted. For Fixed Annual Service Fee refer Goulburn-Murray Water's schedule of charges.

- A flow meter is not usually required provided the site is solely for the purpose of high flow diversions.

**Pumped**

- Diverters are allowed to divert high drain flows only when authorised by Goulburn-Murray Water.
- Diversions are for harvesting opportunity flows to storage to use as and when required.
- Diversions are made by pump in a standard drain diversion structure.
- No fees are payable for volumes diverted. For Fixed Annual Service Fee refer Goulburn-Murray Water's schedule of charges.
- A flow meter may be required.

**2.12.2 Diversion from Goulburn-Murray Water Community Drainage**

Management of diversion from Goulburn-Murray Water Community Drains will be managed in accordance with the policies and procedures detailed in the Community Surface Drain Administration Document. This includes as existing and any new developments requiring the approval of Goulburn-Murray Water.

**2.13 Goulburn-Murray Water Sub Surface Drainage**

Goulburn-Murray Water operates and manages groundwater pumps to provide a range of services compatible with Shepparton Irrigation Region Catchment Strategy (SIRCS) aims.

**2.13.1 Service Standard**

The levels of service provided by Goulburn-Murray Water groundwater pumps are based on measured groundwater level response after 2 months of pumping.

Service Level	Annual Average Period of Operation	
	Less Than 6 months/yr	More Than 6 months/yr
<b>A</b>	Beneath orchards where levels are held more than 2 m below surface.	Beneath orchards where levels are held more than 2 m below surface.
<b>B</b>	Levels drawn down by 30 cm or more after 2 months pumping.	Levels drawn down by 20 cm or more after 2 months pumping.
<b>C</b>	Levels drawn down by 30 to 10 cm after 2 months pumping.	Levels drawn down by 20 to 7 cm after 2 months pumping.
<b>D</b>	Levels drawn down by less than 10 cm after 2 months pumping.	Levels drawn down by less than 7 cm after 2 months pumping.

**2.13.2 Non-Standard Services**

Customers adjacent to Goulburn-Murray Water groundwater pumps may be authorised to divert the pumped groundwater for irrigation purposes.

**2.14 Stock and Access**

Drain and channel reserves and easements should not to be used for stock access, stock watering, general access, grazing, hay storage or any other purposes without the express permission of Goulburn-Murray Water.

### 2.15 Private Works

Private Works on Goulburn-Murray Water drains and channels are to be licensed maintained and managed in accordance with the terms and conditions of the licence. Unauthorised works may be removed by Goulburn-Murray Water.

### 2.16 Vermin and Noxious Weeds

The policy for control of vermin and noxious weeds on drains and channels is detailed in Clause 4.4.

### 2.17 Planned Interruptions

Should Goulburn-Murray Water be required to conduct any form of maintenance on the water supply system that may cause an interruption to customers supply, customers will be informed of the time and duration of any planned interruption to a supply service at least five days in advance.

### 2.18 Unplanned Interruptions

In the event where an issue causes an unplanned interruption to supply services Goulburn-Murray Water will aim to rectify the situation as soon as possible to ensure supply is restored to our customers in a timely manner.

### 2.19 Licensing

Goulburn-Murray Water is delegated by the Minister for Water to conduct relevant water licensing requirements for customers under Goulburn-Murray Water jurisdiction and in accordance with the Water Act 1989

Goulburn-Murray Water is charged with the responsibility to assess applications for works licenses and take and use water licenses along with the transfer, renewal and amendment to them.

Goulburn-Murray Water will set Key Performance Indicators after a review of the processing capabilities of the new state wide Water Register due for implementation on 1 July 2007. These will be available in due course.

A licence issued or granted before 1 July 2007 need not comply with Rural Water Customer Service Code.

Subject to any conditions prescribed or fixed under water law, 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:

- Clause 3 relating to works and maintenance;
- Clause 5 relating to charges;
- Clause 6 relating to complaints and disputes;
- Clause 7.4, 7.5, 7.6 and 7.7 relating to billing;
- Clause 8 relating to payments;
- Clause 9 relating to collection; and
- Clause 11 relating to information,

unless Goulburn-Murray Water expressly identifies any significant departures from this charter to the customer.

### **3 WORKS AND MAINTENANCE**

#### **3.1 Goulburn-Murray Water Maintenance Obligations**

Goulburn-Murray Water will implement maintenance programs to maintain its systems in accordance with its approved service standards.

Where a maintenance problem is reported it will be assigned a Priority Code and Goulburn-Murray Water will aim to have the problem rectified within the agreed timeframe. In non-urgent cases, it will communicate the time frames below to customers and following investigation, where possible, communicate a more accurate estimated time of repair.

Goulburn-Murray Water has an extensive channel, pipeline and drainage system we therefore welcome the cooperation of customers to report maintenance issues as soon as they arise.

##### **3.1.1 Priority Code & Maintenance Response Times**

<b>Priority Code</b>	<b>Event</b>	<b>Timeframe (within)</b>
<b>1 (Emergency)</b>	An event that may result in severe injury, major loss of water or cause supply disruption greater than 12 hours.	24 Hours
<b>2 (High)</b>	An event that may cause minor injury or significant disruption to water supply.	4 Working Days
<b>3 (Medium)</b>	An event that may cause minor disruption to water supply	After all Priority 1 & 2
<b>4 (Winter)</b>	General maintenance that can not be rectified during the irrigation season.	Prior to next Irrigation Season

The key performance measure for Maintenance service is “The Percentage of Maintenance Requests Responded to Within Agreed Times”. The target established for priority 1 and 2 is 85%.

#### **3.2 Customers Maintenance Obligations**

The property owner is responsible for maintaining all private channels and works from the point of connection to the Goulburn-Murray Water system. Details regarding the Goulburn-Murray Water system boundaries are available from the local Goulburn-Murray Water office.

#### **3.3 Use of Herbicides**

Goulburn-Murray Water conducts annual weed spraying programs which involve the use of herbicides. Customers who have concerns relating to the sensitivity of herbicides next to their property are required to contact Goulburn-Murray Water to register as a sensitive user.

#### **3.4 Damage to Goulburn-Murray Water Assets**

The cost of repair of damage to Goulburn-Murray Water assets by the customer is the responsible of the customer.

### 3.4.1 Stock Damage

Stock access to Goulburn-Murray Water owned channel and drain banks may be permitted after authorisation from Goulburn-Murray Water.

Should stock damage be identified by Goulburn-Murray Water the following procedure will apply:

- Area where stock damage is occurring will be identified.
- Discussion with landowner/s to ensure that the damage does not re-occur.
- A letter will be issued to the landowner/s concerned confirming that the stock damage has been identified and the negotiated action may prevent the damage from re-occurring.
- Any stock damage, which has occurred prior to contacting the landowner/s by Goulburn-Murray Water, will be repaired at Goulburn-Murray Water cost.
- Any stock damage, which has occurred after the landowner/s have been notified in writing, will be repaired by Goulburn-Murray Water, at the landowner's cost.
- All costs recovered from the landowner/s will be under the provisions of the Water Act 1989.

### 3.5 Vermin and Noxious Weed Control

The responsibility for the control of vermin and noxious weeds is a shared responsibility.

#### **Water Supply and Drainage Easements**

The landowner is responsible for control of vermin and noxious weeds.

#### **Water Supply and Drainage Reserves and Goulburn-Murray Water Freehold Land**

Goulburn-Murray Water shall be responsible for control of vermin and noxious weeds.

#### **Land Leased from Goulburn-Murray Water**

The lessee is responsible for control of vermin and noxious weeds, with this responsibility clearly stated in the lease agreement.

#### **Expectations**

Those responsible for control as listed above must take measures to control designated noxious weeds and vermin in accordance with the Catchment and Land Protection Act (1992).

Only herbicides/pesticides that are registered for the designated situation are to be used and usage must comply with all conditions listed on the Product Label.

Those responsible for control must keep records of the management practices undertaken for weed or vermin control on the area.

### 3.6 Worker Identification

Employees or contractors associated with Goulburn-Murray Water will not enter a customer's property without appropriate identification. This identification will be available for sighting upon request by the customer.

### **3.7 Keys Held by Goulburn-Murray Water**

Where Goulburn-Murray Water holds keys to a customer's property, 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 MANAGING OUR ENVIRONMENT AND WATER RESOURCES**

In order to ensure Goulburn-Murray Water manages its impact on the environment in a responsible manner it has a dedicated Environmental Management System. Goulburn-Murray Water has achieved certification in AS/NZS ISO 14001 which requires an ongoing commitment to meeting specific environmental standards.

Goulburn-Murray Water is committed to ensuring it manages our vital water resources with the view to conserving this precious resource and ensuring its security for future generations. As such Goulburn-Murray Water has implemented a number of initiatives to help achieve a sustainable future. These include;

- Establishment of water efficiency programs and targets aimed at improving the efficiency of water deliveries
- Implementation of new technology to measure and control water more accurately
- Modernisation and reconfiguration of water delivery systems to provide water savings and system efficiencies to minimise impact on environment
- Contributing to the implementation of Catchment Management Authorities regional catchment programs
- Implementation of government programs such as measurement and accounting of water use
- Implementation of water monitoring programs and assessment of planning applications to protect water quality and minimise adverse environmental impacts.
- Implementation of water restrictions and rationing during times of limited water
- Introduction of Stream Flow and Groundwater Management Plans in stressed streams and aquifers to encourage sustainable water use
- Compliance with agreed minimal environmental flow requirements
- Management of salt interception schemes

Customers wanting to understand how they can contribute to the conservation of our water resources can contact Goulburn-Murray Water for further information.

## **5 CHARGES**

### **5.1 Variation**

Goulburn-Murray Water charges can be varied throughout the term of this Charter subject to water law, approved service standards and any relevant determination of the Essential Services Commission.

Goulburn-Murray Water will notify customers of any variation in charges for supply services or a licence as soon as practicable or with the first bill after the decision to vary charges has been made.

Variation in charges will be calculated on a pro-rata basis should the change occur during a billing period

### **5.2 Schedule of Charges**

Should you require a schedule of all charges relevant to Goulburn-Murray Water customers, this will be available from your local Goulburn-Murray Water office or via the Goulburn-Murray Water website. ([www.g-mwater.com.au](http://www.g-mwater.com.au))

## **6 Enquiries, Complaints and Disputes**

### **6.1 General Enquiries**

Goulburn-Murray Water is committed to supplying a high level of service to our customers. We encourage customers to contact us with any queries or issues as soon as they arise which will allow a prompt and effective response. We aim to resolve all issues raised in a mutually acceptable manner with our customers.

Our customers may make general enquiries to Goulburn-Murray Water by contacting any local office during business hours or through a written enquiry. A 24 hour emergency phone is provided to customers for use in emergency situations and is available by phoning 1800 013 357.

Should a written reply be requested by the customer Goulburn-Murray Water will reply within 10 business days to the enquiry or complaint.

Goulburn-Murray Water's response to an enquiry or complaint will deal with the substance of the enquiry or complaint or will inform the customer when they will receive such a reply if the enquiry or complaint is complex.

The response issued by Goulburn-Murray Water will provide reasons for any decision to be given and include the legislative or policy basis for the reasons if appropriate.

- General enquiries may include
- Account information
- Bill payment information
- Concession entitlements
- Programs available to customers having payment difficulties
- Information about G-MW's complaint handling procedures
- Information about EWOV
- Water allocations
- Water ordering
- Licence applications and renewals
- Application fees

Unless stated otherwise Goulburn-Murray Water will not charge a fee for the provision of information or advice to customers or others affected by its operations.

### **6.2 Complaints and Disputes**

Goulburn-Murray Water has policies and procedures for the handling of complaints from customers and other stakeholders. A copy of the G-MW complaints management policy can be obtained from the G-MW website on [www.g-mwater.com.au](http://www.g-mwater.com.au) or by making a general enquiry to any G-MW office (refer section 6.1 above).

Should a customer believe that their issue has not been dealt with in an acceptable manner customers can escalate their complaint either through attendance at their local Goulburn-Murray Water or request that the complaint be escalated to a supervisor or manager within Goulburn-Murray Water.

In the event that the complaint is not satisfactorily resolved the complaint can be referred to senior management by contacting the Manager Water Administration.

A person making a complaint can expect to:

- have complaints treated as genuine and to be properly investigated;
- be given appropriate and easily understood information regarding the complaints process.

Issues arising between the Water Service Committee members and Goulburn-Murray Water will be managed in accordance with the Code of Conduct for Customer Committees.

Action taken by a customer in this manner does not prejudice any action that a customer may subsequently take with the Energy and Water Ombudsman Victoria or by legal proceedings. The dispute resolutions as set out here do not extend to complaints which are under consideration by the Energy and Water Ombudsman Victoria or any court or tribunal, or which have been previously considered by any of those bodies.

If you consider your complaint has not been adequately resolved by Goulburn-Murray Water you may choose to contact the Energy and Water Ombudsman by phone on free call 1800 500 509.

### **6.3 Resolution of Complaints/Disputes**

Goulburn-Murray Water will consider a complaint/dispute resolved if:

- It has informed the complainant of its decision on the complaint/dispute or any internal review of the complaint/dispute and;
- 10 business days have passed since the complainant was informed; and
- The complainant has not
  - sought a further review under this clause; or
  - lodged a claim with Energy and Water Ombudsman Victoria or another external dispute resolution forum.

### **6.4 Billing Dispute**

If the complaint/dispute is in relation to an amount of money owed to Goulburn-Murray Water by the customer, payment will not be requested from the customer unless the dispute has been resolved in favour of Goulburn-Murray Water as set out in clause 6.3.

## **7 BILLING**

### **7.1 Billing Frequency**

Goulburn-Murray Water will consult with Water Service Committees and customers generally to determine the dates or periods for billing customers. Timeline for the payment of accounts is provided in Schedule A of this Charter.

### **7.2 Goulburn-Murray Water Meter Readings**

Goulburn-Murray Water will ensure that all customers whose properties have a meter which measures volumetric use will have an actual meter reading in accordance with Goulburn-Murray Water's Standard Irrigation Area Meter Reading Procedure which allows for;

- All meter readings to be checked and verified against the database prior to the commencement of each irrigation season.
- Meters with expected usage will be read in November and February of each season. February readings are to be used for billing purposes.
- All meters are to be read in May or at the end of the irrigation season. These readings are to be used for final usage clarification and billing purposes.

### **7.3 Special Meter Readings**

Upon request by the customer, Goulburn-Murray Water will determine customers outstanding charges outside of the normal billing cycle. Goulburn-Murray Water may calculate the outstanding charges by;

- Arranging for a special meter reading. This will attract a fee payable by the customer.
- Requesting customers to provide a reading of the meter; or
- Providing an estimated bill at no cost to the customer. (where applicable)

### **7.4 Issue of Bills**

Goulburn-Murray Water will issue the bill to the physical address:

- Specified by the customer;
- Where the customer has made a written request to Goulburn-Murray Water, a customers agent at the address specified by the customer;
- Any person authorised to act on behalf of the customer at the address specified by that person.
- If no address is specified the bills will be forwarded to the physical property address

### **7.5 Content of Bills**

On all Goulburn-Murray Water bills issued to customers the following information will be provided:

- a) the date of issue;
- b) the customers billing address and account number;
- c) the address of the property at which the charges relate;
- d) (as applicable) the date on which the meter was read, or if the reading is an estimation, a clear statement that the reading is an estimation;
- e) the amount the customer is required to pay;
- f) the date by which the customer is required to pay;
- g) the ways in which a customer can pay the bill;
- h) information about help that is available if the customer is experiencing difficulties paying;

- i) details of Goulburn-Murray Water's enquiry facility, which includes a 24 hour emergency telephone service number;
- j) Referral to an interpreter services offered by Goulburn-Murray Water;
- k) Any outstanding credit or debit from previous bills;
- l) Information on concessions available and any concession to which the customer may be entitled;
- m) If the bill relates to a licence, that failure to pay may result in cancellation of the licence; and
- n) If Goulburn-Murray Water 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.

### **7.6 Presentation of Charges**

Goulburn-Murray Water will separately itemise charges (where applicable) on any bill issued; For example a typical gravity irrigation bill will include;

- Service Fee
- Additional Service Point Fee
- Entitlement Storage Fee High and Low Reliability Water Share
- Infrastructure Access Fee
- Infrastructure Use Fee

### **7.7 Adjustment of Bills**

#### **7.7.1 Undercharging**

Where Goulburn-Murray Water has undercharged a customer due to a Goulburn-Murray Water error, it may recover from the customer the amount undercharged according to the following guidelines:

- The amount to be recovered is limited to the amount undercharged in the 12 months (except where illegal use has occurred) prior to Goulburn-Murray Water notifying the customer that undercharging has occurred;
- The amount to be recovered is listed as a separate item and is explained on or with the customers bill;
- Customers are allowed to pay the amount recovered over a time period equal to the period in which undercharging occurred, up to a maximum of 12 months; and
- If requested, the customer may be offered an agreed instalment plan for the recoverable amount in accordance with clause 8.3 of this Charter.

Where Goulburn-Murray Water identifies an amount undercharged as a result of a customer's illegal use of water, an estimate of water use will be applied in accordance with Goulburn-Murray Water Bylaw 11.

#### **7.7.2 Overcharging**

Where a customer has been overcharged as a result of an error by Goulburn-Murray Water, Goulburn-Murray Water will;

- Inform the customer within 10 business days of becoming aware of the error; and
- Refund or credit the amount overcharged in accordance with the customers instructions.

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

## **8 PAYMENTS**

### **8.1 Payment Methods**

Goulburn-Murray Water will accept payment from customers:

- In person at a network of agencies or payment outlets (these will be listed on the bill);
- By mail;
- By electronic means;
- By direct debit arrangement in accordance with any agreement between Goulburn-Murray Water, the customer and the customers bank; and
- In advance

Goulburn-Murray Water will not require customers to agree to direct debit as a condition of providing a supply service or issuing a licence.

### **8.2 Payment Difficulties**

Goulburn-Murray Water will provide customers who are having payment difficulties, suffering hardship or upon request with information relating to programs to assist in the payment of their bill on a case by case basis.

This will include information on programs relating to:

- Flexible payment plans
- Any government assistance/rebate packages available

### **8.3 Flexible Payment Plans**

Any flexible payment plan offered by Goulburn-Murray Water will:

- State the period over which the customer will pay the agreed amount;
- Specify an amount to be paid in each period;
- Be able to be re-negotiated at the request of a customer if there is a demonstrable change in their circumstances; and
- Be confirmed in writing to the customer prior to or as soon as practicable after the flexible payment plan has commenced.

Goulburn-Murray Water is not required to offer a customer a flexible payment plan if the customer has had in the past 12 months, had 2 flexible payment plans cancelled due to non-payment unless the customer provides a fair and reasonable assurance (based on the circumstances) to Goulburn-Murray Water that the customer will comply with the plan.

## **9 COLLECTION**

### **9.1 Reminder Notices**

If a customer fails to pay by the required due date(s) stated in a bill, Goulburn-Murray Water will issue a reminder notice.

### **9.2 Warning Notices**

Warning notices will include the following information:

- Any assistance that is available to customers, including contact information for EWOV;
- Advising the customer that the bill is overdue and must be paid for the customer to avoid suspension or legal action;
- Caution that, if legal action is taken, the customer may incur additional costs in relation to those actions;
- The date from which interest may be applied on outstanding amounts, and the percentage interest rate that may be applied

If the account remains unpaid following the issue of a reminder notice Goulburn-Murray Water will;

- At the expiry of the interest-free period, 5 business days notice will be given to either pay or to contact Goulburn-Murray Water staff to discuss the financial position or water supply withheld as provided for in the Water Act 1989, Section 141 (1)(g);
- Customers who do not respond within the 5 business day period, will again be issue a notice giving a further 5 business day to either pay or to contact Goulburn-Murray Water staff to discuss the financial position or the account will be referred to a debt collection agency which has been engaged for collection purposes and whose officers work closely with Goulburn-Murray Water;
- A flexible instalment plan will be negotiated on a case by case basis and will include:
  - a. The period over which the customer will pay the agreed amount;
  - b. Specify an amount to be paid in each period;
  - c. renegotiate at the request of the customer if there is a demonstrable change in their circumstances;
  - d. be confirmed in writing to customer prior to or as soon as practicable after the flexible payment plan commencing
- Failure to adhere to the schedule of arrangement results in immediate withholding of water supply;
- Goulburn-Murray Water Hardship Guidelines will be used in conjunction with this section and define how the Authority will deal with customers facing financial hardship. The Hardship Guidelines can be viewed at Goulburn-Murray Water Tatura or any Goulburn-Murray Water local office.

### **9.3 Additional Contents of Reminders and Warning Notices**

All reminder and warning notices issued by Goulburn-Murray Water will contain (in addition to the requirements of clause 9.1 and 9.2) all of the information listed in clause 7.5 with the exception of usage, previous bills or past payments.

### **9.4 Interest and Other Charges**

Goulburn-Murray Water may charge interest on outstanding amounts. Prior to applying interest Goulburn-Murray Water will inform customers when interest is to be applied to outstanding amounts. The basis for calculation for the purpose of

charging interest on overdue amounts is available to be viewed at Goulburn-Murray Water Tatura.

### **9.5 Application of Funds**

Where possible and/or reasonable in the circumstances all amounts received by Goulburn-Murray Water will be applied to the debt that has been outstanding the longest.

### **9.6 Dishonoured Payment**

Goulburn-Murray Water may recover from a customer an amount charged by Goulburn-Murray Water's financial institution due to;

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

### **9.7 Powers of Sale or Transfer**

Goulburn-Murray water will, to extent allowable by law, sell, or cause to be transferred to itself, a property in relation to which any fees and charges that have been due to it remain unpaid for at least 36 months. Supply remains withheld unless professional advisers request supply to be made available to assist with the property sale;

Should Goulburn-Murray Water exercise a power of sale or transfer in accordance with water law, it will notify the customer in writing of;

- Its powers under water law to sell or transfer the property;
- When it intends to exercise its power of sale or transfer; and
- The process and consequences of those actions.

### **9.8 Regulatory information**

Goulburn-Murray Water will provide to customers upon request any regulatory instruments other than the Water Act, including a copy of this charter

## **10 ACTIONS FOR NON-PAYMENT**

### **10.1 Suspension**

Goulburn-Murray Water may suspend a customer's supply for non-payment if;

- More than 10 business days (Business day is defined as 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding Saturdays, Sundays, State and Federal public holidays) has elapsed since the issue of a reminder notice referred to in clause 9.1;
- The customer has been sent a warning notice referred to in clause 9.2 which includes information on programs that are available to help customers with payment difficulties; and
- Goulburn-Murray Water or its agent has attempted to make contact with the customer about the non-payment.

### **10.2 Restriction and Legal Action**

Goulburn-Murray Water may take legal action or restrict a customer's supply service for non-payment if:

- Goulburn-Murray Water has complied with the steps in clause 10.1;
- The customer has been notified of the proposed restriction or legal action and the associated costs; and
- The customer has;
  - Been offered a flexible payment plan under clause 8.3 and the customer has refused or has failed to respond; or
  - Agreed to a flexible payment plan and has failed to comply with the arrangement.

### **10.3 Limits on Suspension, Restriction and Legal Action**

Goulburn-Murray Water will not limit a customer's supply if;

- the amount owed by the customer is less than \$120, unless the customer has failed to pay consecutive bills in full over a period of not less than 12 months;
- the customer is eligible for and has lodged an application for a government funded concession and the application is outstanding; or
- the amount in dispute is subject to an unresolved complaint procedure in accordance with clause 6.2.

This clause does not restrict Goulburn-Murray Water's rights under water law to pursue debt owed to it by a person who is no longer a customer.

### **10.4 Additional Limits on Restriction**

Goulburn-Murray Water will not take steps to restrict a customer's service supply due to non-payment if:

- It is a Friday, public holiday, weekend, day before a public holiday or after 3:00 pm;
- It is a day of total fire ban declared by the Country Fire Authority in the area in which the property is located.

### **10.5 Removal of Restrictions**

Goulburn-Murray Water will restore a supply service that had been restricted or suspended under this clause within 1 business day of becoming aware of the reason for restriction or suspension no longer persisting. For customers wanting

## **GOULBURN-MURRAY WATER CUSTOMER SERVICE CHARTER**

---

water supply, following the removal of restriction they will be subject to normal ordering procedure as stated in clause 3.2.1.

## **11 INFORMATION**

### **11.1 Water Allocation Policy**

A copy of Goulburn-Murray Water's water allocation policy is available from local offices upon request and also on the Goulburn-Murray Water website.  
([www.g-mwater.com.au](http://www.g-mwater.com.au))

### **11.2 Overuse Policy**

It is important that all water users do not use more water than their entitlement allows. Any water used in excess of entitlement means less water available for other entitlement holders.

To encourage water users not to exceed entitlement, Goulburn-Murray Water has an overuse policy. Details of the policy are regularly made available through customer newsletters and media outlets and can be accessed at any Goulburn Murray Water Office.

### **11.3 Billing History**

Upon request from the customer Goulburn-Murray Water will, within 10 business days or other period by agreement, provide the customer with account and usage history for the preceding three years.

Goulburn-Murray Water 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 Offices Standards General Disposal Schedule for Records of Water Authorities.

### **11.4 Customer Obligations**

Goulburn-Murray Water will use reasonable endeavours to keep its customers informed of the customer's material obligations under water law.

## **11.5 Communication Assistance**

Goulburn-Murray Water provides free access to an interpreter service in line with guidelines issued by the Victorian Office of Multicultural Affairs.

***If you do not speak English and need to contact us, please call 9280 1993 and your call will be transferred to Goulburn-Murray Water with an interpreter on line to assist you.***

إذا أردتم التحدث معنا باللغة العربية الرجاء الاتصال على الرقم 9280 1993 وسوف يتم تحويل مكالمتكم إلى مؤسسة مياه غولبرن - ماري مع مترجم على الخط لمساعدتكم.

Nëse dëshironi që të flisni me ne në gjuhën Shqipe, ju lutemi që të telefononi në 9280 1993 dhe telefonata juaj do të kalohet në "Goulburn-Murray Water" dhe në linjë do të merret një përkthyes i cili/e cila do të jetë në gjendje t'ju ndihmojë.

Ako želite razgovarati sa nama na hrvatskom jeziku, uz pomoć tumača na liniji, molimo nazovite broj: 9280 1993 i bili ćete spojeni sa Goulburn-Murray Water.

اگر مایل هستید با ما به زبان دری گپ بزنید، لطفاً با نمبر 9280 1993 تیلیفون کنید و ارتباط شما با گلبرن - ماری واتر Goulburn-Murray Water (یک شرکت آب رسانی) برقرار شده و ترجمانی هم تیلیفونی به شما کمک خواهد کرد.

اگر می خواهید به زبان فارسی یا ما گفت و شنودی داشته باشید، لطفاً با شماره تلفن 9280 1993 زنگ بزنید تا تماس شما با کمک یک مترجم تلفنی با گلبرن - ماری واتر Goulburn-Murray Water (که یک شرکت آب است) برقرار شود.

Αν θέλετε να μιλήσετε μαζί μας στα ελληνικά, τηλεφωνήστε στο 9280 1993 και η κλήση σας θα μεταβιβαστεί στην εταιρεία ύδρευσης Goulburn-Murray Water με ένα διερμηνέα στη γραμμή για να σας βοηθήσει.

Se volete parlare con noi in italiano, chiamate il 9280 1993 e la vostra chiamata verrà trasferita alla Goulburn-Murray Water con un interprete in linea che vi aiuterà nella comunicazione.

Ако сакате со нас да зборувате на македонски, ве молиме јавете се на 9280 1993 и вашиот повик ќе биде префрлен до Goulburn-Murray Water, па ќе ви помогнемо со помош на преведувач.

Ako želite da s nama razgovarate na srpskom, molimo vas nazovite 9280 1993 i vaš poziv ће бити прослеђен у Goulburn-Murray Water са тумачем на линији да вам помогне.

Eğer bizimle Türkçe olarak konuşmak isterseniz, lütfen 9280 1993 numaralı telefonu arayınız. Telefonda tercüman yardımıyla Goulburn-Murray Water su şirketine bağlanacaksınız.

Nếu muốn nói chuyện với chúng tôi bằng tiếng Việt, xin quý vị điện thoại số 9280 1993, rồi sẽ được chuyển đến Công Ty Cấp Thủy Goulburn-Murray và có thông dịch viên giúp quý vị qua điện thoại.

## **11.6 Privacy**

Goulburn-Murray Water collects and uses personal information from its customers, business partners and the community and values and protects the personal information it collects.

Goulburn-Murray Water is required to comply with the Information Privacy Act (Vic) 2000, which was introduced by Government to provide a legal framework to support the appropriate balance between the free-flow of information for the public good and the protection of personal information.

A Privacy Complaint form and Application for Access to Personal Information form are also available at [www.g-mwater.com.au](http://www.g-mwater.com.au). Further copies of this policy are available by contacting the Tatura Office on 03 5833 5500, 8am to 4.45pm Monday to Friday.

## **12 Schedule A**

### **12.1 Normal Billing and Payment Dates for the Financial Year**

Annual Fixed Charges accounts issued in July.

1. Payment in full by 23 August with 2% discount.
2. Payment in full by 16 December excluding Pyramid-Boort Irrigation District, Pyramid-Boort Waterworks Districts and Nyah Pumped District.
3. Payment in full by 16 January for Pyramid-Boort Irrigation District and Pyramid-Boort Waterworks Districts.
4. Payment in 4 equal instalments if all arrears are paid (excluding Nyah Pumped District) on:
  - a. 16 October
  - b. 16 November
  - c. 16 January
  - d. 16 February
5. Payment by 4 quarterly instalments for Nyah Pumped District on:
  - a. 29 September
  - b. 29 December
  - c. 29 March
  - d. 29 June
6. **Consumptive Charges\*: February Meter Read** – meters read in February and use over 20 ML billed in March with a due date of 16 April
7. **Consumptive Charges\*: End of Irrigation Season Meter Read** – meters read at the end of the season and all usage billed in June with a due date in July (28 days)
8. **Consumptive Charges\*: End of Season Meter Read (Pumped Districts, Diversions Service and Normanville Waterworks Only)** – All meters read as at 30 June and all usage billed in July with a due date in August (28 days).

\*Consumptive Charges includes Infrastructure Use Fee, Surface Drainage Water Use Fee, Subsurface Drainage Water Use Fee and Infrastructure Casual Use Fee.

## **13 Definitions**

**Allocation** means a specific volume of water available to a customer in a given irrigation season. In times of drought the entitlement may be represented in terms of percentage of entitlement.

**Arrears** mean an amount of money owed to Goulburn-Murray Water by a customer.

**Channel** means an (generally) open gravity water supply system through which Goulburn-Murray Water supplies customers

**Complaint** means a written or verbal expression of dissatisfaction about an action, a proposed action, or a failure to act by Goulburn-Murray Water, its employees or contractors.

**Customer** means a person who seeks a supply of water from Goulburn-Murray Water, applies for, or is the holder of, a licence; or has a private or other right to water under water law,

**Dam** means anything in which by means of an excavation, a bank, a barrier, or other works water is collected, stored or concentrated

**Delivery Share** means the share of the capacity of the distribution system which is available to a property in an irrigation district, expressed in megalitres per day and recorded in the Water Register in respect to that property.

**Distribution System** means the channels, pipes and other works waterways or wetlands, which are used to transport water from any of the river systems to properties and urban offtakes in water districts and irrigation districts.

**Domestic and Stock Use** has the meaning given to that term by the Water Act 1989 and is generally water for the use of household purposes, watering of animals, garden around the house and for fire prevention purposes.

**Emergency** means an event that has the potential to cause injury to a person, adverse effect on the environment or damage to a customer property

**Enquiry** means a written or verbal approach by a customer, which can be satisfied by providing written or verbal information.

**Irrigation Season** any period fixed by Goulburn-Murray Water by resolution and published in a newspaper generally circulating in the area concerned

**Licensee** means a person who is entitled to take and use water in accordance with the provisions of section 51 of the Water Act 1989.

**Meter Outlet** means the measuring device to measure water onto the customers property

**Maintenance** includes repair and replacement.

**Minister** means the Minister administering the Water Act 1989

**Overuse** means:

- in respect to a property within an Irrigation District - the volume of water used by the owner of a property in excess of the seasonal allocation applicable to that property; or
- in respect to a property within a Water District - the volume of water used by the owner of a property in excess of the water allowance, water supplied by agreement and any assignment of allocation applicable to that property.

**Planned Interruption** means an interruption that is caused by Goulburn-Murray Water to allow planned maintenance to be carried out.

**Property** unless stated otherwise is a reference to a serviced property

**Private Works** are works carried out by customers that do not fall under Goulburn-Murray Water responsibility.

**Schedule of Charges** are charges approved by the Essential Services Commission for a financial year

**Sub Surface Drainage** is a service that collects and removes excess groundwater.

**Surface Drainage** is a service that collects and removes irrigation induced excess surface water

**Surface Irrigation** is a service that provides for the application of water to the surface of a customers property

**Suspension** means the suspension of customer access to any water ordering or request system, including rejecting a water order received by a water business.

**Unplanned interruption** means an interruption which is caused by a fault in Goulburn-Murray Water system

**Unregulated Streams** are streams that generally do not have access to a water storage dam

**Water Act 1989** includes all amendments to, and any regulations made under, that Act.

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

**Water Register** means the Victorian Water Register kept in accordance with Part 5A of the Water Act 1989.