



CUSTOMER CHARTER

EFFECTIVE FROM 1 OCTOBER 2010

CONTENTS

1	INTRODUCTION	4
2	AIM OF OUR CUSTOMER CHARTER	5
3	COMMENCEMENT	5
4	VARIATION	5
5	PROVISION OF CHARTER OR SUMMARY & SUPPORTING DOCUMENTATION	5
6	DEFINITIONS	5
7	VISION & VALUES	5
8	OUR CUSTOMERS	6
9	CUSTOMER CLASSES	6
10	SERVICES	7
	10.1 RETICULATED DRINKING WATER	7
	10.2 SEWERAGE	7
	10.3 DEVELOPMENT SERVICES	7
	10.4 INDUSTRIAL SERVICES	7
	10.5 LIMITED SUPPLY SERVICES	7
11	CONNECTION & SERVICE PROVISION	7
	11.1 OBLIGATION TO PROVIDE WATER AND SEWERAGE SERVICES	7
	11.2 OBLIGATION TO CONNECT	7
12	MINIMUM SERVICE STANDARDS	8
	12.1 APPLICATION OF MINIMUM SERVICE STANDARDS	8
	12.2 REVIEW OF MINIMUM SERVICE STANDARDS	8
13	QUALITY OF SERVICES	8
	13.1 PRODUCT & SERVICE QUALITY	9
	13.2 DELIVERY QUALITY (FLOW RATES)	9
	13.3 TESTING	9
	13.4 LIMITED SUPPLY CUSTOMERS	9
14	RELIABILITY OF SERVICES	10
	14.1 SERVICE INTERRUPTIONS	10
	14.2 SPECIAL NEEDS	10
15	WORKS & MAINTENANCE	11
	15.1 WORKER IDENTIFICATION	11
16	FEES & CHARGES	12
	16.1 SCHEDULE OF FEES & CHARGES	12
	16.2 VARIATION	12
	16.3 LIABILITY FOR PAYMENT	12
17	CHARGES	12
	17.1 SERVICE CHARGES – WATER OR SEWERAGE	13
	17.2 WATER USAGE CHARGES	13
	17.3 TRADE WASTE CHARGES	13
18	COMPLAINTS, DISPUTES & CUSTOMER ENQUIRIES	13
	18.1 COMPLAINTS, ENQUIRIES & DISPUTES POLICY	13
	18.2 ACCOUNT DISPUTES	14
19	BILLING	14

19.1	BILL & BILLING PERIOD	14
19.2	WATER USAGE BILLING	15
19.3	METER READING	15
19.4	SPECIAL METER READINGS	15
19.5	ESTIMATED WATER USAGE ACCOUNTS	15
19.6	UNDETECTABLE LEAKAGE CONCESSION	16
19.7	ISSUING CUSTOMER BILLS	16
19.8	CONTENT OF BILLS	16
19.9	AMENDED BILLS	17
19.10	PRESENTATION OF CHARGES	17
19.11	ADJUSTMENT OF BILLS	17
19.12	CONCESSIONS	18
20	PAYMENTS	18
20.1	DUE DATE FOR PAYMENT	18
20.2	PAYMENT METHODS	18
20.3	FLEXIBLE PAYMENT PLANS	19
20.4	PAYMENT DIFFICULTIES	20
20.5	FINANCIAL HARDSHIP POLICY	20
21	COLLECTION	21
21.1	REMINDER NOTICES	21
21.2	SECURITY DEPOSITS	21
21.3	INTEREST & OTHER FEES	22
21.4	DISHONoured PAYMENT	23
22	RESTRICTION & DISCONNECTION	23
22.1	CIRCUMSTANCES FOR DISCONNECTION	23
22.2	CIRCUMSTANCES FOR RESTRICTION	23
22.3	LIMITS ON RESTRICTION & DISCONNECTION	23
22.4	REMOVAL OF RESTRICTIONS & DISCONNECTIONS	24
23	BUYING OR SELLING A PROPERTY	24
24	ACTIONS FOR NON-PAYMENT	25
24.1	LEGAL ACTION, RESTRICTION AND DISCONNECTION FOR NON-PAYMENT	25
24.2	LIMITS ON LEGAL ACTION, RESTRICTION OR DISCONNECTION FOR NON-PAYMENT	25
24.3	ADDITIONAL LIMITS ON RESTRICTION & DISCONNECTION FOR NON-PAYMENT	25
24.4	REMOVAL OF RESTRICTIONS & DISCONNECTIONS FOR NON-PAYMENT	26
25	CUSTOMERS' OBLIGATIONS	26
25.1	WATER	26
25.2	SEWAGE	26
25.3	BEN LOMOND WATER ASSETS	26
25.4	BILLING & PAYMENTS	27
26	INFORMATION	27
26.1	FEES FOR INFORMATION OR ADVICE	27
26.2	SUSTAINABLE USE OF WATER	27
26.3	SERVICE AND BILLING HISTORY	27
26.4	REGULATORY INFORMATION	27
26.5	COMMUNICATION ASSISTANCE & PROVISION OF INFORMATION	27
26.6	CUSTOMER INFORMATION	28
26.7	DISCLOSURE OF INCIDENTS	28
26.8	PRIVACY	28
27	DEFINITIONS	30

1 INTRODUCTION

Ben Lomond Water was established by the Tasmanian State Government as one of three water corporations under the Water and Sewerage Corporations Act 2008. Our purpose is to deliver efficient, effective and sustainable water supply and *sewerage services* to the Northern region of Tasmania. This includes all the *services* previously provided by the owner Councils, (Launceston City, West Tamar, Meander Valley, George Town, Dorset, Flinders, Break O'Day and Northern Midlands), and Esk Water.

Our objective is to protect the long-term interests of customers and to provide for the safe, environmentally responsible, efficient and sustainable provision of reliable and secure *water services* and *sewerage services* to the Tasmanian community. We have obligations under a number of laws including but not limited to:

- a. Water and Sewerage Industry Act 2008;
- b. Water and Sewerage Corporations Act 2008;
- c. Water Management Act 1999;
- d. Environmental Management and Pollution Control Act 1994;
- e. Environmental Protection and Biodiversity Conservation Act 1995(Cth);
- f. Public Health Act 1997;
- g. Fluoridation Act 1968;
- h. Water Act 2007 (Cth); and
- i. Land Use Planning and Approvals Act 1993.

We provide *water services* and *sewerage services* to a population of approximately 150,000 across North and North East Tasmania. Our *service* area extends almost 20,000 square kilometres. Customers include residential, commercial, industrial and rural customers.

Our assets include:

Connections	58,400
Length of water pipelines	1924.5km
Length of sewer mains	1,470.3km
Sewage treatment plants	33
Water treatment plants and dosing facilities	36
Total asset value	\$487.4 million

We are incorporated as a proprietary company limited by shares and are owned by the councils within our region. Our council owners receive dividend, income tax equivalent and guarantee fee payments.

We are controlled by a Board of Management consisting of a Chairperson, who is also the Chairperson of Onstream and five Directors. The chairperson and three of the directors also sit on the boards of Tasmania's other two regional water and sewerage corporations. The Board reports to the Owners' Representatives who in turn report to our owners.

We are focused on understanding and meeting the expectations of our customers and committed to delivering the highest possible level of service outlined in this Customer Charter.

2 AIM OF OUR CUSTOMER CHARTER

The aim of this Customer Charter is to provide answers to questions you may have about our business practices and to provide you with reasonable expectations around our *services*, processes and responsibilities.

The Customer Charter explains our obligations consistent with the requirements under the Water and Sewerage Act 2008 and the *Customer Service Code* issued by the *Regulator*. It also outlines the rights and responsibilities of our customers and our commitment where possible in providing reliable *water services*, *sewerage services* and *trade waste services*.

Our contact details are highlighted throughout the document should you prefer to simply ring and make an *enquiry*. Our Customer Service Centre (**136992**) is there for that purpose.

3 COMMENCEMENT

This Customer Charter is applicable from 1 October 2010.

4 VARIATION

Before varying this Customer Charter, we will consult with you and submit it to the *Regulator*, with details of customer consultation undertaken, for the *Regulator* to review and approve.

5 PROVISION OF CHARTER OR SUMMARY & SUPPORTING DOCUMENTATION

We will make this document, and any material referenced in it, available to our customers and the community. A Customer Charter Summary will be sent to our customers. This information, along with the *Customer Service Code*, will be placed on our website and it can be requested and will be made available.

6 DEFINITIONS

For ease of understanding, words shown in *italics* have been included in the DEFINITIONS SECTION at the end of this document.

7 VISION & VALUES

We want to be recognised as a leader in the efficient delivery of sustainable regional *water services*. Our aim is to deliver high quality, cost effective *water services* and *sewerage services* to the region.

In achieving our vision *Ben Lomond Water* will adhere to the following values:

- We value our staff, their safety and well being and we acknowledge the importance of balancing work and family life.

- We value our customers, their safety, their need for high quality cost effective *service* delivery and their opinions.
- We value the environment and acknowledge our role in ensuring our *services* are delivered sustainably.
- We value our reputation and we accept that as a new organisation we need to demonstrate our integrity, professionalism, innovation and leadership to our customers and to the wider community.

8 OUR CUSTOMERS

Our primary commitment is to maintain a standard of *service* and supply to our customers which is no less than was made available by the individual councils on 30 June 2009.

For the purpose of this Customer Charter we will consider you our customer if you receive an *account* from us, and meet one or more of the following requirements:

- a. Own and occupy a *serviced land* property connected to *Ben Lomond Water's infrastructure*.
- b. Own a *serviced land* property connected to *Ben Lomond Water's infrastructure*, but do not occupy it — for example, a landlord or an owner of an unoccupied property.
- c. Occupy a *serviced land* property which is connected to *Ben Lomond Water's infrastructure* and are liable to pay water usage or sewage volumetric charges, for example, a residential tenant or lessee of an industrial property.
- d. Own a *serviced land* property which is not currently connected to *Ben Lomond Water's infrastructure*, but to which a satisfactory connection can be made available.
- e. Otherwise receive or use a *water service* or *sewerage service* provided by *Ben Lomond Water*.

9 CUSTOMER CLASSES

We have identified four customer groups.

In order to maintain consistency with terminology used in the *Customer Service Code* and elsewhere, *Ben Lomond Water* refers to these groups as our customer classes.

Our customer classes are:

- i. those with a *serviced land* property, who are connected to a *water service* or *sewerage service*;
- ii. those with a *serviced land* property which is not connected to a *water service* or *sewerage service*;
- iii. those with an un-serviced property with an approved connection to a *water service* or *sewerage service*, generally through an *individual written agreement*; and
- iv. those who may be using or receiving a *water service*, *sewerage service* or other *service* provided by *Ben Lomond Water*, by means other than those identified above.

Depending upon the customer class identified above, there may be differences in the applicability of the information contained within this Charter. Regardless of the differences

that may relate to specific connection and *service* characteristics, we believe all our customers are entitled to receive the same level of respect and professionalism in their contact and dealings with us.

10 SERVICES

10.1 RETICULATED DRINKING WATER

We deliver water to connected customers in accordance with the Tasmanian Drinking Water Guidelines and Public Health Act.

10.2 SEWERAGE

We are responsible for managing and maintaining sewerage assets. *Sewage* is collected through sewer networks and we also manage re-use schemes for irrigators.

10.3 DEVELOPMENT SERVICES

We also provide development services which relate to *water infrastructure* and *sewerage infrastructure*. We are responsible for assessing and approving this *infrastructure* through planning, building and plumbing applications.

10.4 INDUSTRIAL SERVICES

We provided *water services* and *sewerage services* to industrial customers, including *trade waste*.

10.5 LIMITED SUPPLY SERVICES

Connections may occur where water is directly supplied through *Ben Lomond Water's* trunk mains rather than through a *reticulation system*. As supply is directly from the main pipeline the pressure and flow available to individual consumers will vary considerably, both geographically and over time.

11 CONNECTION & SERVICE PROVISION

11.1 OBLIGATION TO PROVIDE WATER AND SEWERAGE SERVICES

If your property is connected to our *system*, we will provide the relevant *service* in accordance with the *Customer Service Code*.

11.2 OBLIGATION TO CONNECT

Where, immediately prior to 1 July 2009, a customer of a council or bulk water authority was connected to its *water infrastructure* or *sewerage infrastructure* we will continue to provide that *service*, unless varied by a customer contract.

For properties to be connected to our *infrastructure* they must meet and comply with the *connection* requirements listed below:

- a. the property is within our defined *service land* and within 30 metres of our *infrastructure*; and
- b. you request that we connect your property to our *infrastructure*; and
- c. you have paid, or have agreed to pay, all applicable *fees* for connection; and
- d. you have complied with all reasonable terms and conditions of connection imposed by us; and
- e. the connection is made by the provisions of *Customer Service Code*, this Customer Charter or a policy contained in an approved *price and service plan* of *Ben Lomond Water*; and
- f. the physical characteristics or location of your property are not such as to require the application of unusual or unusually costly *infrastructure*, design, or installation techniques in order for the connection to be made; and
- g. no plan of subdivision, or other instrument of a type approved by the *Regulator*, specifies that connection to our *infrastructure*, or provision of *services* by us, will not occur.

Under the Water and Sewerage Industry Act 2008, we will connect a property within 10 *business days*, unless otherwise agreed with the owner or *occupier*.

12 MINIMUM SERVICE STANDARDS

12.1 APPLICATION OF MINIMUM SERVICE STANDARDS

Overtime we will meet the *minimum service standards* as provided in the *Customer Service Code*. The *Regulator* acknowledges we have not had the opportunity to establish a baseline of performance against required service standard categories.

While we have high level service standards, detailed customer service levels such as response times and duration of interruptions were not measured by local government and, therefore, in many circumstances, are unknown.

Measuring these more detailed customer services requires specific systems which we do not as of yet have. We will establish these as part of our *price and service plan*. They will be submitted for the first *Price Determination*. The *price and service plan* will outline the *services* we will provide and the price we will charge for these *services* over a three year period commencing 1 July 2012.

12.2 REVIEW OF MINIMUM SERVICE STANDARDS

The *minimum service standards* framework will be reviewed by the *Regulator* by 30 June 2013.

13 QUALITY OF SERVICES

Our reticulated water supply *services* primarily fit within one of the following categories:

- a. *Potable water supply*; and
- b. *Non-potable water supply*.

Customers in Gladstone, Ringarooma, Herrick, Ledgerwood, Derby, Winnaleah, Branxholm, Fingal, Mathinna, Cornwall, Rossarden, Mole Creek, Whitemark, Lady Barron & Lilydale receive a *non-potable water* supply and as such are under a permanent boil water notice.

There are approximately 80 customers to whom we provide a pre-treated water supply. We advise them regularly of its unsuitability for human consumption.

13.1 PRODUCT & SERVICE QUALITY

Our Water Quality Policy affirms our commitment to the Tasmanian Drinking Water Quality Guidelines issued by the Director of Public Health.

The *services* we provide comply with the *health regulations* and *environmental regulations* under which we operate. We will take all reasonable steps to ensure the safety of drinking water to protect public health. Information on permanent and temporary boil water alerts will be made available on our website. It is also available by contacting our Customer Service Centre or from our office located at 36-42 Charles Street, Launceston.

13.2 DELIVERY QUALITY (FLOW RATES)

As we develop our *price and service plan* for approval by the *Regulator*, we will establish *minimum flow rates*.

Once that happens we will ensure that your water supply is at least equal to those *minimum flow rates* except where:

- a. a *property owner's infrastructure* falls short of the required condition;
- b. there is an emergency;
- c. there is a water shortage;
- d. there is an *unplanned interruption* or *planned interruption* to water services;
- e. supply is restricted or *disconnected* in accordance with the *Customer Service Code*;
or
- f. *water law* provides.

The flow rate will be measured at the *meter* installed and used for the purposes of billing, or at the tap nearest the customer's *connection point* to *Ben Lomond Water's infrastructure*.

13.3 TESTING

Once the *minimum flow rates* have been determined we will, upon your request, test flow rates and water quality for compliance.

We will:

- a. advise you prior to the test that a *reasonable charge* may be imposed if the test demonstrates compliance; and
- b. meet the cost of a test if it demonstrates that we are not complying.

13.4 LIMITED SUPPLY CUSTOMERS

As far as is possible we will provide a continuous water supply. Some customers may experience periods where water will not be available for extended periods, particularly in

summer. Where a connection is within one of these areas we will advise those affected customers through the development of our *price and service plan*.

Repairs and/or maintenance of large diameter bulk water pipelines generally take much longer than urban reticulation pipelines. This means interruptions to supply may be for extended periods. If customers require water for commercial purposes or otherwise require a guaranteed supply, we strongly recommended that a storage tank be installed.

Some customers located close to treatment plants will regularly receive water with normal chlorine levels higher than is usual for consumers in reticulated areas. However, these levels will always be significantly below the Australian Drinking Water Guideline health value and should not cause any problems. Excess chlorine will dissipate if the water is allowed to stand.

14 RELIABILITY OF SERVICES

14.1 SERVICE INTERRUPTIONS

We aim to minimise interruptions to our *services*. In the event of interruptions to supply we will:

- a. attend the site and take action to rectify the situation as soon as possible. Our response will take into consideration all aspects of the event including the impact on customers, the community, the environment, property and traffic;
- b. provide as much information as we are able to via our Customer Service Centre, website and where appropriate, media outlets;
- c. ensure that, in the event of a *sewage* spill on your property, damage and inconvenience is minimised; and
- d. ensure that a *sewage* spill is promptly cleaned up and the affected area disinfected.

We will comply with standards specified in the *approved transitional service standards*, when developed, for *unplanned interruptions* of *water services* and *sewerage services*.

In the event of an *unplanned interruption*, we will aim to restore *services* as soon as we are able.

If we know we need to carry out a *planned interruption to services* we will let you know in writing of the time and approximate duration of the interruption at least two *business days* in advance.

14.2 SPECIAL NEEDS

We understand that we have some customers with special needs. We will keep an up to date register of those customers who:

- a. require the services of a dialysis machine; or
- b. are assessed to have special requirements, because of a medical condition affecting the customer or persons to whom services are provided by the customer; or
- c. are special needs customers as determined by the *Regulator*.

If you are one of those customers we will contact you:

- a. as soon as possible in the event of an *unplanned interruption* to a *service*; and
- b. at least four *business days* before a *planned interruption* unless you request a longer period of notice.

In all cases we will ensure that all reasonable attempts are made so that, so far as is reasonably practicable:

- a. customers registered with us will continue to have *services* provided to them, despite *planned interruptions* or *unplanned interruptions*;
- b. inconvenience to these customers is minimised; and
- c. the provision of *services* to these customers, or the resumption of their *services* following a *planned interruption* or *unplanned interruption*, takes priority, if necessary, over the needs of other customers.

15 WORKS & MAINTENANCE

15.1 WORKER IDENTIFICATION

We will not enter your property without appropriate identification and our officers will produce that identification for inspection upon request.

Section 56F of the Water and Sewerage Industry Act 2008 authorises *Ben Lomond Water's* officers to:

- a. enter and remain on land to carry out preliminary investigations in connection with the installation of *infrastructure*; or
- b. enter and remain on land where *Ben Lomond Water's infrastructure* is situated to carry out operational work or protective work on the *infrastructure*; or
- c. enter and remain on any land for the purposes of carrying out operational or protective work on land on which *Ben Lomond Water's infrastructure* is situated; or
- d. bring on to the land any vehicles and equipment that *Ben Lomond Water* considers necessary or appropriate for the work to be carried out on the land.

In the absence of an existing easement, right-of-way or other prearranged agreements we will only exercise a power of entry under this section between the hours of 7 a.m. and 7 p.m. on any day unless:

- a. the *occupier* consents; or
- b. an emergency exists.

In the case of *trade waste* inspections this restriction on entry times does not apply. We will only enter the property at times we reasonably believe the property is in operation, unless it is an emergency.

Where we seek to enter land, unless in the case of an emergency and where there is no pre-existing agreement, we will give the *occupier* of the land not less than seven days written notice stating the reason, the date and time of the proposed entry.

16 FEES & CHARGES

Our *fees* have been calculated using the same method as applied previously by the respective council and have been adjusted in line with the regulated customer cap increase approved by State Treasury.

16.1 SCHEDULE OF FEES & CHARGES

We will publish on our website (www.benlomondwater.com.au) a list of all *fees* and charges and the manner in which they are calculated. We will provide you with these details within five *business days* of receiving a request.

16.2 VARIATION

We may vary *fees* to customers for *approved transitional service standards*. We will let you know of any relevant determination of the *Regulator* in writing at least 28 days before imposing or varying:

- a. a *fee* that you are to be charged; or
- b. the method for calculation of that *fee*; or
- c. a policy that is to apply in the determination of a *fee* that is to be charged.

We may calculate a pro rata *fee* to effect a variation in *fees* where the variation date falls within a *billing period*.

16.3 LIABILITY FOR PAYMENT

The property owner is liable for the payment of all water *service charges* and sewerage *service charges* relating to their property.

Under certain circumstances, landlords may be able to pass certain costs on to lessees or tenants. These circumstances are listed under Section 17 of Tasmania's Residential Tenancy Act 1997.

Where a *meter* is installed, the owner/landlord may pass on to the tenant the water usage charges. The transfer of any responsibility for payment of water usage *accounts* is a matter for the owners and their tenants to determine, and will not involve any action by *Ben Lomond Water*.

Accounts will be sent to the property owner unless an agreement existed between the property owner and the relevant council prior to 1 July 2009.

For serviced multi tenement properties a separate water *service charge* or sewerage *service charge* will apply to each individual tenement. The landlord or the body corporate will receive the *account*. Payment of the *account* will be a private negotiation between incumbent tenants.

17 CHARGES

Where more than one type of charge is applied to an *account*, we will itemise each charge and *fee* separately.

The following is a summary of our *service charges*.

17.1 SERVICE CHARGES – WATER OR SEWERAGE

The *service charge* is a fixed charge for the general cost of providing *systems*. All serviced properties will be liable for payment of a *service charge*, whether connected or otherwise. The *service charge* may be influenced by the size of the connection or property value.

The *service charge* applies to both developed properties and vacant land where *infrastructure* exists and service provision is possible.

17.2 WATER USAGE CHARGES

Where properties are metered, water usage charges will be levied at a rate per kilolitre.

17.3 TRADE WASTE CHARGES

Trade waste charges apply to commercial and industrial customers with a *Trade Waste Agreement* (TWA). TWA charges will be assessed and determined in consideration of the volume and composition of discharged waste, the additional *system* loading and treatment requirements of the customers discharged waste.

Ben Lomond Water alternatively applies a Commercial Disposal Charge for smaller commercial customers.

18 COMPLAINTS, DISPUTES & CUSTOMER ENQUIRIES

18.1 COMPLAINTS, ENQUIRIES & DISPUTES POLICY

We are committed to resolving *complaints* directly with you.

Our Complaints Policy is available online at www.benlomondwater.com.au or by contacting our Customer Service Centre on 13MYWATER (13 6992).

Complaints are accepted by phone, email, in writing and via the website.

Telephone	13MYWATER or 13 6992
Postal Address	PO Box 745 Launceston TAS 7250
Email	enquiries@blwater.com.au
Internet	www.benlomondwater.com.au

Our Complaints Policy provides information on the process involved in responding to an *enquiry* or resolving a *complaint*. We will:

- a. aim to resolve each *complaint* within 10 *business days*;
- b. provide you with written notification and explanation if we cannot meet that timeframe and advise when we will provide a reply to your *complaint* or unresolved *enquiry*;
- c. ensure the substance of the *enquiry* or *complaint* is addressed in the reply;
- d. provide the reasons for the decision including details of the legislative or policy basis for the reasons if appropriate; and

- e. give you the opportunity to have the *complaint* referred to our Executive Manager Corporate Services if you are not satisfied with the way we have handled your *enquiry* or *complaint*, or if you were not satisfied with the outcome.

The Executive Manager will review the response to ensure the *complaint* has been properly investigated and the final decision takes account your rights and obligations.

If you remain dissatisfied, we will advise you of your right to lodge a *complaint* with the *Tasmanian Ombudsman*. Further details of the procedure and a *complaint* form can be obtained from the *Tasmanian Ombudsman* by phoning 1800 001 170 or by accessing the *Tasmanian Ombudsman's* website at http://www.ombudsman.tas.gov.au/how_to_make_a_complaint

18.2 ACCOUNT DISPUTES

If the *complaint* involves a dispute over an amount of money to be paid, we will not seek this amount from you until the dispute has been resolved. However any amount owed by you which is not the subject of a dispute must still be paid.

If you are dissatisfied with the outcome of the arbitration, mediation or negotiation process, you may lodge a *complaint* with the *Tasmanian Ombudsman*.

Where the *complaint* is lodged with the *Tasmanian Ombudsman* before the date that the amount in dispute is otherwise due and payable, you are not liable to pay this amount until:

- the *complaint* is dismissed by the *Tasmanian Ombudsman*; or
- the *Tasmanian Ombudsman* completes the investigation of the *complaint* and resolves that you are liable to pay the amount that is in dispute.

A dispute will be considered resolved if:

- a. an internal review has been conducted and you have been informed of the decision; and
- b. 10 *business days* have passed since you were informed; and
- c. you have not:
 1. sought a further review under clause 4 of the *Customer Service Code*; or
 2. lodged a *complaint* with the *Tasmanian Ombudsman*.

We will not consider a dispute resolved until any claim lodged with the *Tasmanian Ombudsman* has been finalised.

19 BILLING

19.1 BILL & BILLING PERIOD

We will issue *accounts* in accordance with the *Customer Service Code*. We will issue four *account* instalments over the period of 12 months with a *billing period* of no less than one month and no more than three months.

As we transition to new and revised tariff structures we will issue four individual *accounts* annually for both *service charges* and water usage charges in accordance with the timeframes required by the *Customer Service Code*.

19.2 WATER USAGE BILLING

A separate *account* will be issued for water usage if applicable.

19.3 METER READING

Meters are used to measure water usage for billing. Customers must ensure the *meter* is accessible for reading, testing, inspection and replacement by *Ben Lomond Water*.

Our aim is to read all *meters* every *billing period* or at least every 12 months.

At your request, a separate *bill* will be issued for each property you may own. If different parts of a property have separate water *meters* installed in respect of different customers then a separate *bill* may be issued for each of the customers.

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

Properties not currently metered will have *meters* installed as part of the Water Metering Tasmania project. The project is currently in the planning phase and roll-out is expected to take place in 2011 and 2012.

19.4 SPECIAL METER READINGS

At your request a *special meter reading* can be arranged within five *business days* at a *reasonable charge* payable by you.

You are not liable to pay for the special reading if it is shown that the *meter* has inaccurately measured the amount of water supplied.

19.5 ESTIMATED WATER USAGE ACCOUNTS

In the event that a water *meter* cannot be accessed, we will leave a note advising that we have visited the property. You can contact us within five days to arrange a suitable time for the *meter* to be read.

In the event that a water *meter* cannot be made accessible, either for security reasons, or any other reason, an application can be made for the relocation of the water *meter* at your expense.

An *account* may be issued based upon an estimated usage volume in the following situations:

- a. where access to the *meter* cannot be obtained and attempts to contact you have been unsuccessful; or
- b. if we believe a *meter* has not been recording accurately.

If an estimated reading is required, it will be calculated:

- a. by having regard to the quantity of water delivered to the land in any previous or subsequent period or periods; or
- b. by having regard to the quantity of water delivered to any similar property during the period concerned.

A clear statement that the reading is an estimate will be shown on the *account*.

19.6 UNDETECTABLE LEAKAGE CONCESSION

Where written evidence of an undetected leak and subsequent repair is presented, customers may be eligible for a once only reduction of water usage charges.

This reduction, of up to 50 per cent of the amount over your average *account*, may be provided where an *undetectable water leak* has resulted in an unusually high water *bill*.

No reduction will be provided for a detectable leak including leaks from above ground, customer assets including toilet cisterns, taps and stock troughs as it is your responsibility to regularly inspect your property, maintain your internal plumbing and take immediate action when a leak is detected.

Eligibility for a reduction is at our discretion.

19.7 ISSUING CUSTOMER BILLS

We will issue an *account* to:

- a. you at your nominated address; or
- b. your *customer agent* at the address you nominate via written request; or
- c. any person authorised to act on your behalf at the address you nominate.

19.8 CONTENT OF BILLS

An *account* will contain the following information in language that is non-technical and likely to be easily understood:

- a. the date of issue;
- b. the customer's name, billing address and *account number*;
- c. the address of the property and the *billing period* to which the charges in the *bill* relate;
- d. the date by which payment is required;
- e. the options for payment that are available;
- f. information about the services and options that we are able to offer you if you are experiencing financial difficulties;
- g. details on how to contact our Customer Service Centre, including our 24-hour service difficulties and faults telephone number;
- h. referral to interpreter services we offer;
- i. information on concessions and discounts available and any concessions or discount to which you may be entitled; and
- j. a clear statement of the rate of interest or amount of *fee* to be charged on outstanding amounts and from what future date the interest or *fee* is to be applied.

Where water *meters* are installed, the associated *bill* will contain:

- a. details of any *meter* reading at the property to which the *bill* relates;
- b. specify whether it was a *special meter reading* or not; and

- c. include the *meter* registration number and the date on which the *meter* was read.

If the reading is an estimate, it will be made clear on the *account*.

19.9 AMENDED BILLS

An amended *account* will be issued in due course for any properties where land use and/or classification circumstances have changed which may impact on the charges i.e. subdivision, amalgamated properties and new connections; and where council water and sewerage charges were based on property valuations, for renovated properties and new buildings. If you have:

- had a supplementary valuation from the Valuer-General; and/or
- had a supplementary rates notice from your council since 1 July 2009; or
- had your water/sewerage connection changed;

an amended *account* will be issued during the course of the year.

19.10 PRESENTATION OF CHARGES

An *account* will separately itemise each charge, including:

- a. any non-usage charge designed to recover the fixed costs of providing *services*; and
- b. the usage charge for each *service* to the property, including *fees* determined by the volume of water provided, or estimated to be provided; and
- c. any *service charge* to the property; and
- d. any other charge in connection with the provision of *services* provided; and
- e. any other charges.

19.11 ADJUSTMENT OF BILLS

Except in the case of *fraud*, we may recover from you an amount undercharged in respect of any *billing period* if:

- a. the amount to be recovered is limited to the amount undercharged in the 12 months prior to us first becoming aware that you have been undercharged;
- b. the amount to be recovered is listed as a separate item on the next *bill* issued or on a *bill* specific to the undercharged amount and issued to you other than as part of a regular sequence of *accounts*;
- c. an explanation is provided on the *account* as to how the undercharging occurred and how the amount owing has been calculated;
- d. the total period in which you have been undercharged was a period of 30 days or less, in which case you may pay the amount to be recovered over a 30 day period, which ends not less than 30 days after the day on which the *bill* is sent;
- e. where the total period in which you were undercharged was a period of more than 30 days, in which case you may pay the amount to be recovered over a time period at least equal to that period in which undercharging occurred, up to a maximum of 12 months and beginning on the day on which the *account* is sent to; and
- f. it allows you to pay the amount to be recovered through a flexible *payment plan* in accordance with clause 6.2 of the *Customer Service Code*.

We are not entitled to claim a *fee* or interest from you in relation to an undercharged amount except if the undercharging occurred as a result of *fraud*.

Where we have *disconnected a service* because of *fraud*, we may:

- a. estimate the usage that has not been paid for; and
- b. recover the amount that would have been payable together with any *fee* or interest payable.

If we overcharge you, we will:

- a. inform you within 10 *business days* of becoming aware of the error; and
- b. refund to you the amount overcharged, together with any interest payable in accordance with any reasonable instructions.

Where no reasonable instructions for refund are received from you we will credit the amount overcharged, together with any interest payable to your next *account*.

19.12 CONCESSIONS

If you hold a valid Pensioner Concession Card, or Health Care Card issued by Centrelink, or a Department of Veterans Affairs Repatriation Health Gold Card, you may be eligible for a concession on your *account*. The concession can only be claimed once on the principal place of residence.

An application form is available from our *website*. Alternatively we will post, email, or fax a form to you. The full year concession amount for eligible customers in 2010/11 is \$68.25 for water charges and \$68.25 for sewerage charges, where they apply. An application for a concession can be made at any time during the year; however the amount of concession is prorated from the date that we receive the completed application form. Prorated concessions are available for customers who are only eligible for a part of the year.

Unless your circumstances have changed you should not need to reapply and the concession amount will show on your *account*. However if your card expired during the year and you have been reissued a new card, or you move house and have a new principal place of residence, or were out of the country during the year, and the card was suspended, then you will need to reapply.

20 PAYMENTS

20.1 DUE DATE FOR PAYMENT

You will have a minimum 28 days from the date of issue to pay your *account*.

20.2 PAYMENT METHODS

We will accept payment:

- a. by direct debit arrangement in accordance with an agreement between *Ben Lomond Water*, you and your bank, call 13MYWATER (13 6992) for further details;
- b. Centrelink recipients can arrange automatic payments through Centrepay, call 13MYWATER (13 6992) for further details;
- c. electronically through Bpay by contacting your financial institution, Internet via www.service.tas.gov.au or telephone service 1300 729 859;

d. by mail addressed to:

Ben Lomond Water
PO Box 5118
Launceston TAS 7250;

e. in person at any Service Tasmania shop or Australia Post outlet;

f. in advance, including periodic payments in advance via the methods listed in (a) to (c) above.

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

Payment methods may vary over time, but will remain consistent with the requirements of the *Customer Service Code*. We will advise you of any changes.

20.3 FLEXIBLE PAYMENT PLANS

Subject to *water law* we will make flexible *payment plans* available and in accordance with your capacity to pay. A flexible *payment plan* will:

- a. state how the total amount to be paid under the flexible *payment plan* has been calculated;
- b. state the period over which you will pay the agreed amounts;
- c. specify an amount to be paid in each instalment under the flexible *payment plan*; and
- d. state that the flexible *payment plan* may be renegotiated at your request if there is a demonstrable change in your financial circumstances.

Details of the plan will be confirmed in writing prior to, or as soon as practicable after, the flexible *payment plan* commences.

We will not offer a flexible *payment plan* if you have:

- a. entered into more than two flexible *payment plans* with us in the previous 12 months and failed to comply with the terms and conditions of the flexible *payment plans* without reasonable excuse; or
- b. entered into more than three flexible *payment plans* with us and failed to comply with the terms and conditions of the flexible *payment plans* without reasonable excuse.

You are taken to have entered into a flexible *payment plan* with us when you make the first payment to us under the flexible *payment plan* and the plan continues to be in force until the agreed payments are completed.

Where a flexible *payment plan* requires you to pay instalments over a period of more than three months, we will:

- a. monitor your consumption after the flexible *payment plan* has been entered into where such information is available; and
- b. ensure that the flexible *payment plan* enables both you and *Ben Lomond Water* to agree to adjust the instalments payable under the flexible *payment plan* to account for monitored variations in water usage.

We will not increase the amount of the flexible *payment plan* that you are required to pay, or alter the frequency of the payment instalments, unless you provide consent or the flexible *payment plan* allows for adjustments to account for the liability arising from your *service* consumption.

Where you enter into a flexible *payment plan*, we will not charge interest or impose a *fee* except in accordance with the plan.

20.4 PAYMENT DIFFICULTIES

When you notify us that you are having difficulty paying an amount that is, or may become, due we may assist by:

- a. making provision for an alternative payment arrangement in accordance with your capacity to pay by offering to enter into a flexible *payment plan*; and
- b. referring you to an independent financial counsellor at no cost to you, where appropriate.

20.5 FINANCIAL HARDSHIP POLICY

We have a Residential Hardship Policy which provides assistance if you are experiencing financial hardship.

You are considered to be experiencing financial hardship if -

- a. you occupy, as your principal place of residence, a property in respect of which the you are a customer of *Ben Lomond Water*; and
- b. you have notified us that you are experiencing financial hardship or expect in the near future to experience hardship or difficulties in paying an amount of money specified in an *account* that is or may be issued by us in relation to the property; or
- c. an accredited, independent financial institution, or an institution that provides assistance, on a not-for-profit basis, to people experiencing financial difficulty, has notified us that you are experiencing financial hardship and are having difficulty, or expect to have difficulty in the near future, in paying an *account* issued by us in relation to the property; and
- d. you would, in normal circumstances, pay the amount of money or monies that are, or may become, due and payable to us.

Without limiting this general obligation, our Residential Hardship Policy will:

- a. provide internal assessment processes and policies:
 - i. to determine your eligibility for assistance using objective criteria as indicators of financial hardship;
 - ii. to make an early identification of your financial hardship; and
 - iii. to determine the internal responsibilities for the management, development, communication and monitoring of the policy.
- b. provide for staff training about *Ben Lomond Water's* policies and procedures and ensure customers in financial hardship are treated with respect and sensitivity and in a manner that does not reflect any bias against such customers;
- c. exempt customers in hardship from supply restriction, legal action, and additional debt recovery costs while payments are made to *Ben Lomond Water* in accordance with an agreed flexible *payment plan* or other payment schedule;
- d. state any circumstances in which *Ben Lomond Water* will waive or suspend *fee* and interest payments on outstanding amounts;
- e. offer a range of payment options in accordance with the customer's capacity to pay;

- f. provide for written confirmation of any alternative payment method to be sent within 10 *business days* of an agreement being reached;
- g. offer information and referral to the services of independent financial counsellors;
- h. offer information about *Ben Lomond Water's* dispute resolution policy, and your right to lodge a *complaint* with the *Tasmanian Ombudsman* if the hardship claim is not resolved satisfactorily;
- i. detail the circumstances in which the policy will cease to apply; and
- j. provide for a review mechanism of the policy and its associated procedures.

You may view our Residential Hardship Policy on our internet site at www.benlomondwater.com.au or contact our Customer Service Centre on 13MYWATER (13 6992) to request a copy.

21 COLLECTION

21.1 REMINDER NOTICES

If you fail to pay by the due date stated in the *account*, we will send a reminder notice prior to taking action for non-payment (in the same manner in which we sent the *account*) that:

- a. notifies you that a debt is due and must be paid;
- b. provides information on any assistance that is available, including information about the *Tasmanian Ombudsman* and our Residential Hardship Policy;
- c. provides information about the action we may take if the debt is not paid; and
- d. advises the rate of any interest and *fees* that may be charged, for failure to pay a debt due, from the date specified in the reminder notice and until the debt is paid.

In addition to the requirements above, a reminder notice will contain all the information listed under Content of *Bills*, previously detailed in this Charter, excluding information about *meter* readings, usage, previous *bills* or past payments.

21.2 SECURITY DEPOSITS

Before connecting your property to our *infrastructure* we may require you provide a security deposit. This will only be required for the connection of *services* to a property that is to be used wholly or partly for non-residential purposes if you:

- a. have no history of paying *accounts* for *services* provided by us in respect of that business; or
- b. have an unsatisfactory record in relation to the payment of *accounts* for *services* provided by us; or
- c. have an unsatisfactory credit rating.

A security deposit will only be required for the connection of *services* to a property that is to be used wholly for residential purposes if you:

- a. are a new customer and have failed to produce acceptable identification; or
- b. within the preceding two years you have been responsible for the *fraud* of *services*; or
- c. are believed by us to have previously taken or diverted, without authority, water or *sewage* from our *infrastructure*; or

- d. have previously left premises without settling, with us, an *account* for *services* and –
 - i. the *account* remains outstanding; and
 - ii. you are refusing to pay the *account*; or
- e. have refused to enter into a flexible *payment plan* or other payment option and have either or both of the following:
 - i. an unsatisfactory record in relation to the payment of *services* provided by us;
 - ii. an unsatisfactory credit rating.

The amount of the security deposit will not be greater than 37.5 per cent of your annual *bill*, based on either previous billing history or the average use of a comparable customer over a comparable period.

Where you have paid us a security deposit we will pay interest on the security deposit calculated at the rate specified under Interest and Other Fees below.

We may use the security deposit, and any interest earned on the security deposit, to offset a debt due and payable to us:

- a. if you fail to pay an amount owing for the provision of a *service* and we restrict or *disconnect* the *service*; or
- b. if you do not provide us with any reasonable instructions for the return of the security deposit and accrued interest, in relation to a final *account*.

We will return the security deposit and any accrued interest within 10 *business days* of the customer completing:

- a. one year's payments, in the case of a customer in premises that are wholly residential; or
- b. two years' payments, in the case of a customer in premises that are wholly or partly non-residential premises.

If the customer does not provide reasonable instructions for the return of the security deposit and any accrued interest, we will credit the amounts in the next *account* as part of a regular series of *accounts*.

21.3 INTEREST & OTHER FEES

We will not charge interest or *fees* except in accordance with the provisions of the *Customer Service Code*.

Where interest is to be charged, or calculated, for a refund on overcharged amounts, as interest earned on a security deposit paid or for failure to pay a debt due, it will be calculated at the *bank bill rate*. Interest will accrue daily and will be capitalised (if not paid or refunded) every 90 days.

Where a *fee* is to be applied for failure to pay a debt due, the amount of the *fee* will be a *reasonable charge*.

A *fee* for failure to pay a debt due will not be charged if:

- a. the *account* balance is less than \$50; or
- b. you are eligible for a concession; or

- c. you pay the overdue amount within five days of the due date; or
- d. you have contacted us prior to the fifth day after the due date and have been offered a flexible *payment plan*.

21.4 DISHONoured PAYMENT

We may recover an amount charged by our financial institution (at time of publication - \$9) if the payment is dishonoured or reversed by including the amount charged:

- a. in the next *account* issued as part of a regular sequence of *accounts*; or
- b. in an *account* that is issued outside of the regular sequence of *accounts*.

22 RESTRICTION & DISCONNECTION

22.1 CIRCUMSTANCES FOR DISCONNECTION

We may *disconnect* a *sewerage service* if:

- a. a *planned interruption* is required for maintenance or safety purposes; or
- b. we have reasonable grounds to suspect that an offence has been committed relating to the safety or illegal use of our *infrastructure*; or
- c. we have reasonable grounds to suspect that water or *sewage* has been taken or diverted from our *infrastructure* without authority; or
- d. we are satisfied on reasonable grounds that interference with the supply of a *service* has jeopardised the safety of our *infrastructure*; or
- e. a request has been made and agreed to for *disconnection* or restriction.

We may only *disconnect* a *water service* in respect of non-residential premises if one or more of clauses (a) to (e) above have been satisfied; or a debt due in respect of the supply of a *water service* to the premises has not been paid.

22.2 CIRCUMSTANCES FOR RESTRICTION

We may only restrict a *water service* supply in respect of residential premises if one or more of clauses (a) to (e) above have been satisfied; or a debt due in respect of the supply of a *water service* to the premises has not been paid.

A restriction may reduce the supply of water to no less than two litres per minute at the tap nearest the *meter*.

22.3 LIMITS ON RESTRICTION & DISCONNECTION

With the exception of *unplanned interruptions*, we will not restrict or *disconnect services* if:

- a. it is a Friday, public holiday, weekend, day before a public holiday, or after 3.00 pm; or
- b. you are registered as a special needs customer; or
- c. we believe the restriction or *disconnection* will cause health, safety or environmental hazard and any customer concerns; or

- d. the Tasmania Fire Service has declared a day of total fire ban in the area in which the property is located.

In accordance with *water law*, we will not restrict or *disconnect services* to a customer unless, where practicable, we have advised those affected in writing, or published a notice in a newspaper circulating generally in the area, or made an announcement on the local radio station in which the restriction or *disconnection* is to take place, detailing:

- a. the extent of the proposed restriction or *disconnection*;
- b. the reason for the proposed restriction or *disconnection*;
- c. the time at which the restriction or *disconnection* is to occur; and
- d. the time at which, or the circumstances, if any, in which, the *service* will cease to be restricted or *disconnected*.

22.4 REMOVAL OF RESTRICTIONS & DISCONNECTIONS

We will restore a *service* as soon as practicable:

- a. after becoming aware that the reason for the restriction or *disconnection* no longer exists;
- b. receiving in writing from you an undertaking of compliance; or
- c. receiving payment from you of a *reasonable charge* imposed by us.

23 BUYING OR SELLING A PROPERTY

When purchasing or selling property you will be required to complete a Change of Ownership form and submit it to us. The form can be obtained from our website at www.benlomondwater.com.au or by phoning 13MYWATER (13 6992).

When selling a property the Vendor is required to fill out the vendor section only of the Change of Ownership form and forward it to us. Once the Change of Ownership form has been received a *meter* reading will take place on settlement date. Your *account* will be finalised and depending on your payment circumstances, you will receive a final *bill* or a refund.

If a vendor does not provide Change of Ownership details they will continue to pay charges until they advise us of the change of ownership.

As the Purchaser, the Change of Ownership form is essentially an application to become a customer of *Ben Lomond Water*.

When purchasing a property the Purchaser is required to complete the Purchaser section of the Change of Ownership form and forward it to us. Once the Change of Ownership form has been received a *meter* reading will take place on the settlement date. The *account* will be set up and the Purchaser will receive a *bill* for their portion of the *service charges* for the remainder of the financial year.

We request Property Lawyers / Conveyancers notify us of the disposal or acquisition of property by asking clients to complete and forward a Change of Ownership form.

If a restriction device is fitted at the time of sale, the Vendor is responsible for its removal and payment of the overdue *account*. *Fees* for removal can be found on our website.

24 ACTIONS FOR NON-PAYMENT

24.1 LEGAL ACTION, RESTRICTION AND DISCONNECTION FOR NON-PAYMENT

We may take legal action, *disconnect* or restrict your *water service* for non-payment and will notify you in writing as soon as practicable of our intention to do so.

We will only take legal action or restrict your *water service* for non-payment if:

- a. more than 28 *business days* have elapsed since we issued the *account* for which payment has not been made and more than 14 days have elapsed since the issue of a reminder notice;
- b. you have been sent a reminder notice, which also includes information on our Residential Hardship Policy and other payment programs that are available; and
- c. we or our agent have taken all reasonable steps to make contact with you about the non-payment in the following ways:
 - i. in person;
 - ii. by telephone; or
 - iii. by facsimile or email (but only if you acknowledge receipt of the facsimile or email); and
- d. you have been notified of the proposed restriction or legal action and the associated costs, including the cost of removing a restrictor; and
- e. you have:
 - i. been offered a flexible *payment plan* and refused or failed to respond; or
 - ii. agreed to a flexible *payment plan* and failed to comply with the arrangement.

24.2 LIMITS ON LEGAL ACTION, RESTRICTION OR DISCONNECTION FOR NON-PAYMENT

We will not commence legal action or take steps to restrict a *water service* or *disconnect* a non-residential customer due to non-payment if:

- a. the amount owed is less than \$120, unless consecutive *bills* have not been paid in full over a period of not less than 12 months; or
- b. the customer is eligible for and has lodged an application for a concession and the application is outstanding; or
- c. the amount in dispute is subject to an unresolved *complaint* procedure; or
- d. the debt is paid within the period specified in the reminder notice; or
- e. a flexible *payment plan* is entered into or another agreement to pay the debt within the period specified in the reminder notice.

Our rights under *water law* to pursue a debt owed by a person who is no longer a customer are not restricted by the *Customer Service Code*.

24.3 ADDITIONAL LIMITS ON RESTRICTION & DISCONNECTION FOR NON-PAYMENT

We will not take steps to restrict a *water service* or *disconnect* a non-residential customer due to non-payment if:

- a. it is a Friday, public holiday, weekend, day before a public holiday, or after 3.00 pm;
or
- b. the customer is registered as a special needs customer; or
- c. we believe the restriction or *disconnection* will cause health, safety or environmental hazard and any customer concerns; or
- d. the Tasmania Fire Service has declared a day of total fire ban in the area in which the property is located.

24.4 REMOVAL OF RESTRICTIONS & DISCONNECTIONS FOR NON-PAYMENT

We will restore a *service* restricted or *disconnected* for non-payment as soon as practicable after:

- a. the debt is paid; or
- b. a flexible *payment plan* is entered into; or
- c. an agreement to pay the debt and any additional *reasonable charge* that may be imposed for the cost of restoring the *service* has been made.

25 CUSTOMERS' OBLIGATIONS

We will provide information in order for you to meet certain obligations as detailed below:

25.1 WATER

You should:

- a. be aware that certain appliances may be unsuitable or not perform efficiently with some types of water;
- b. ensure all internal plumbing is maintained in good order and in compliance with plumbing standards; and
- c. contact us on 13 6992 if you have concerns or enquiries about water quality.

25.2 SEWAGE

You should:

- a. dispose of household waste correctly;
- b. not flush foreign objects other than toilet paper into the *sewerage system* through toilets, sinks, baths and showers, as they can cause blockages; and
- c. keep overflow relief gullies and access chambers (sewerage manholes) that may be on your property free of obstruction.

25.3 BEN LOMOND WATER ASSETS

You should:

- a. advise us immediately if damage occurs to any of our assets on your property, or report deliberate damage or suspected criminal activity relating to our assets, by calling us on 13 6992;
- b. if you are planning to build a new home or carry out renovations, you should submit building plans to us for approval prior to commencing work; and
- c. provide reasonable access to water *meters*, to enable our employees to read and maintain the *meter* safely and efficiently.

25.4 BILLING & PAYMENTS

You should:

- a. advise us of a change of address or ownership or any change to land use; and
- b. contact us if you are unable to pay an *account* in full by the due date.

26 INFORMATION

26.1 FEES FOR INFORMATION OR ADVICE

Unless stated otherwise in the Customer Charter, we will not charge a *fee* for the provision of information or advice required under this Charter.

26.2 SUSTAINABLE USE OF WATER

We will provide information about how we are meeting our responsibilities in relation to the sustainable use of Tasmania's water resources and how you may conserve water. For further information, please visit our website www.benlomondwater.com.au or www.savewater.com.au

We operate in a range of unique, diverse and important regions within northern Tasmania. Many of these areas are highly valued for environmental, aesthetic, cultural, heritage or recreational reasons.

We are committed to ensuring we care for the environment and comply with all environmental legislation to ensure sustainability for future Tasmanian generations.

26.3 SERVICE AND BILLING HISTORY

We are unable to provide *service* and billing history data to customers. This problem will be rectified in July 2011 with the introduction of a comprehensive billing system.

26.4 REGULATORY INFORMATION

Upon request we will provide you with a copy of any regulatory instruments other than primary legislation under which we operates, including a copy of the *Customer Service Code*.

26.5 COMMUNICATION ASSISTANCE & PROVISION OF INFORMATION

We will have available to you:

- a. information as specified in the *Customer Service Code*;

- b. a telephone interpreter service on;
 - i. *TTY service* user phone 133 677
 - ii. Speech-to-speech relay 1300 555 727
- c. large print version of the *fees payable*, consisting of the text that is at least 16 point in height; and
- d. a statement in languages other than English, advising of the availability of a telephone interpreter service on *accounts* we issue to you.

26.6 CUSTOMER INFORMATION

We will use reasonable endeavours to keep you informed of your obligations and rights under *water law* including the need:

- a. to give us at least five days notice before vacating the property or selling or leasing the property to another person;
- b. to maintain the *property owner's infrastructure* upon notice by us;
- c. to remove trees upon our request;
- d. to seek our consent for any building or construction work which might interfere with a *service or infrastructure*;
- e. to not alter any *system* connected to our *infrastructure* without our consent;
- f. to observe restrictions we impose in accordance with *water law*; and
- g. to pay all applicable charges relating to their property and other tariffs and charges.

You are required to advise us of anything on your property that you know could be dangerous to our employees or contractors, such as a dangerous dog or guard dog.

26.7 DISCLOSURE OF INCIDENTS

We will disclose on our website details of any incidents that may have a significant impact on you and which are not otherwise captured by existing reporting arrangements in place with other industry regulators. This information includes, but is not limited to:

- a. a description of the incident;
- b. the possible causes of, or contributing factors to, the incident;
- c. an estimate of the number of customers affected;
- d. our response to the incident; and
- e. the measures proposed by us to reduce the probability of such an incident happening again.

26.8 PRIVACY

We will only collect information from you which is needed to enable us to conduct the business of providing *water services, sewerage services* and associated *services* within our Region. In some limited circumstances, we may collect personal information such as the need to use dialysis machines.

We will only collect this information with your written consent, or otherwise in accordance with an applicable law or regulation.

We are committed to ensuring your information is protected and only used in accordance with the Personal Information Protection Act 2004 (Tas), or for a purpose authorised by our Customer Charter.

Our policies and procedures comply with the Personal Information Protection Act 2004 (Tas) and National Privacy Principles, which ensure that your privacy is protected.

A copy of our Privacy Policy can be obtained by telephoning 13MYWATER (13 6992), by writing to us, or by visiting www.benlomondwater.com.au.

27 DEFINITIONS

"account" is defined in the Water and Sewerage Industry (Customer Service Standards) Regulations 2009 and (for the purpose of this Charter) means a written instrument issued, or to be issued, to a customer of *Ben Lomond Water*, setting out any fees or interest that are payable to *Ben Lomond Water* by the customer.

"account number" means the number assigned to the record of the customer's use of a service provided by *Ben Lomond Water* and debits and credits in respect of the property.

"approved transitional service standards" means the standards and conditions for the provision of a service as detailed in *Ben Lomond Water's price and service plan* approved by the *Regulator* under section 65 of the Water and Sewerage Industry Act 2008.

"backflow prevention" means protection against the reverse flow of liquid within a piped plumbing system which could cause contaminants being drawn into *Ben Lomond Water's* water supply system.

"bank bill rate" means a daily published rate no less than the pre-tax rate of return that *Ben Lomond Water* would earn over the period that the amount remains outstanding, or the period that a security deposit amount is held, were that amount to be invested in bank bills over a term of 90 days.

"Ben Lomond Water" means the Tasmanian Water and Sewerage Corporation (Northern Region) Pty Ltd and defined as a entity under the Water and Sewerage Industry Act 2008, meaning:

- a. a person holding a *licence* or an *interim licence* granted under the Water and Sewerage Industry Act 2008; or
- b. a person deemed to hold a *licence* under section 32 of the Water and Sewerage Industry Act 2008; or
- c. a person who has surrendered his or her *licence* under the Water and Sewerage Industry Act 2008; or
- d. a person whose *licence* has been cancelled or suspended; or
- e. a person who has obligations under section 33 of the Water and Sewerage Industry Act 2008; or
- f. a person who, but for an exemption under section 90 of the Water and Sewerage Industry Act 2008, would be required to hold a *licence* under section 30 of the Water and Sewerage Industry Act 2008.

"bill" has the same meaning as the term '*account*' as defined in the Water and Sewerage Industry (Customer Service Standards) Regulations 2009.

"billing period" has that same meaning as in the Water and Sewerage Industry (Customer Service Standards) Regulations 2009 and is defined, in relation to a customer, as meaning the period (which may be recurrent) in respect of which an *account* may be issued by *Ben Lomond Water* to the customer.

"business day" means a day that is not -

- a. a Saturday or Sunday; or
- b. a statutory holiday within the meaning of the Statutory Holidays Act 2000.

“complaint” means a written or verbal expression of dissatisfaction about an action, proposed action or failure to act by *Ben Lomond Water*, including a failure of *Ben Lomond Water* to observe its published policies, practices or procedures.

“connection point” means –

- a. the point at which the customer's pipes connect with the *water infrastructure* or *sewerage infrastructure*; or
- b. such other point as may be prescribed in the regulations made and in force under the Water and Sewerage Industry Act 2008.

“customer agent” means a person who, for and on behalf of a customer, has the administrative responsibility to facilitate payment of the customer's *bill* for *services* provided by *Ben Lomond Water*.

“Customer Service Code” means a code developed and issued by the *Regulator* in accordance with section 57 of the Water and Sewerage Industry Act 2008.

“disconnect” (**“disconnection”**, **“disconnected”**) means to physically prevent the flow of water or sewerage.

“enquiry” means a written or verbal approach by a customer which can be satisfied by *Ben Lomond Water* providing written or verbal information, advice, assistance, clarification, explanation or referral about a matter.

“environmental regulation” includes applicable requirements of the Environment Protection Authority, the Environmental Management and Pollution Control Act 1994 and associated subordinate legislation.

“fee” includes –

- a. a one-off *fee* or charge; and
- b. a volumetric charge; and
- c. a *fee* that is payable periodically; and
- d. a scale of *fees* or charges; and
- e. an amount of money determined using a method of calculation or by application of a policy.

“fraud” means dishonest activity causing actual or potential financial loss to *Ben Lomond Water* including but not limited to theft of money or property. *Fraud* usually involves deception including the deliberate falsification, concealment, destruction or use of falsified documentation or the improper use of information or position.

The theft of property belonging to *Ben Lomond Water* but where deception is not used is also considered *fraud*.

The concept of *fraud* can involve fraudulent or corrupt conduct by internal or external parties targeting *Ben Lomond Water* or fraudulent or corrupt conduct by *Ben Lomond Water* itself targeting external parties.

“health regulation” means the regulation of health, public safety and monitoring with respect to the supply of drinking water by the Director of Public Health, the Public Health Act 1997, the Fluoridation Act 1968 and associated subordinate legislation.

“individual written agreement” means a specific agreement entered into between *Ben Lomond Water* and a customer relating to provision of a non-standard *service* and identifying specific terms and conditions which apply to such a *service*.

“infrastructure” means *water infrastructure* or *sewerage infrastructure*.

“interim licence” means a *licence* granted under section 89 of the Water and Sewerage Industry Act 2008.

“licence” means a *licence* granted under section 35(1) or a temporary *licence* granted under section 43(5) of the Water and Sewerage Industry Act 2008.

“meter” means a device used for the measurement of the flow of water or *sewage* –

- a. through *water infrastructure* or *sewerage infrastructure*; or
- b. such other *infrastructure* or *system* as may be prescribed in the regulations made and in force under the Water and Sewerage Industry Act 2008.

“minimum flow rate” means the minimum rate of flow of water as detailed in *Ben Lomond Water's price and service plan*.

“minimum service standards” means the *minimum service standards* as listed in Schedule 1 of the *Customer Service Code*.

“non-potable water” means water that, on the basis of both health and aesthetic considerations, does not comply with the health guideline values contained in the Australian Drinking Water Guidelines and is not, therefore, suitable for drinking or culinary purposes.

“occupier” of land means a person who has, or is entitled to, possession or control of the land and includes –

- a. a person who occupies the land or part of the land jointly or in common with any other person; and
- b. a person who occupies part of the land.

“payment plan” means a plan, containing the matters that are required under regulation 26(7) of the Water and Sewerage Industry (Customer Service Standards) Regulations 2009 to be specified in such a plan, for payment by a customer of an amount of money that is due and payable by the customer to *Ben Lomond Water*.

“planned interruption” in relation to a property, means an interruption, to the provision of a *service* to the property that is necessary in order to maintain, augment or upgrade *Ben Lomond Water's infrastructure*.

“potable water supply” means a supply fit for immediate human consumption (i.e. drinking water) which complies with the health guideline values contained in the Australian Drinking Water Guidelines.

“price and service plan” means a *price and service plan* approved under section 65 of the Water and Sewerage Industry Act 2008.

“Price Determination” means a *Price Determination* by the *Regulator* under section 66 of the Water and Sewerage Industry Act 2008.

“property owner's infrastructure” includes the customer's pipes, any fittings or apparatus and other equipment of the customer connected to a *system*.

“reasonable charge” means a *fee* or charge that is set in accordance with a *Price Determination* or Pricing Order or, where not applicable, under the pricing principles of the Water and Sewerage Industry Act 2008.

“Regulator” means the *Regulator* established under section 11 of the Water and Sewerage Industry Act 2008.

“service” means the provision of a *water service* or a *sewerage service* by *Ben Lomond Water*.

“service charge” means a charge levied under section 68A of the Water and Sewerage Industry Act 2008.

“serviced land” means a description of land, whether identified by individual title or by locality, that *Ben Lomond Water* will permit to be connected to its *water infrastructure* or *sewerage infrastructure*. Its boundaries will be dynamic and may move as the capacity of the *system* evolves.

“sewage” means the waste matter which passes through sewers and includes *trade waste*.

“sewerage infrastructure” means any *infrastructure* that is, or is to be, used for –

- a. the collection or storage of *sewage* and includes the *connection point*; or
- b. the conveyance or reticulation of *sewage*; or
- c. the treatment of *sewage*, including any outfall pipe or other work that stores or conveys water leaving the *infrastructure* used for the treatment of *sewage*; or
- d. any other *infrastructure* used in connection with *sewage* and declared to be *sewerage infrastructure* by the Minister by order –

and includes a combined *system* but does not include –

- e. any pipe, fitting or apparatus that is situated upstream of a customer's *connection point* to a sewer main; or
- f. *infrastructure* situated entirely within the one land holding and not connected to any other *infrastructure* situated within another land holding; or
- g. any other *infrastructure* used in connection with *sewage* and declared not to be *sewerage infrastructure* by the Minister by order.

“sewerage service” means –

- a. a *service* that is provided in connection with the collection, storage, treatment, conveyance or reticulation of *sewage* and includes a retail *service* for the collection of *sewage*; or
- b. any other *service* declared to be a *sewerage service* by the Minister by order.

“sewerage system” means the pipes, fittings, *meters* and other connected accessories required for or incidental to the discharge or conveyance of *sewage* to *Ben Lomond Water's sewerage infrastructure*, but does not include *Ben Lomond Water's sewerage infrastructure*.

“special meter reading”, in relation to a water *meter* that is used for the purposes of *Ben Lomond Water*, means a reading of the *meter* at a time other than the end of the period at which the *meter* would usually be read by *Ben Lomond Water*.

“system” means *Ben Lomond Water's water system* or *sewerage system*.

“Tasmanian Ombudsman” means the Ombudsman appointed under the Ombudsman Act 1978.

“trade waste” means the liquid waste generated by any industry, business, trade or manufacturing process.

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

“undetectable water leak” means excessive water loss resulting from a leaking pipe beneath a building or underground where no visible sign of water loss could have been reasonably detected by the customer prior to *Ben Lomond Water* issuing a *bill*.

“unplanned interruption” in relation to a property, means an interruption to the provision of a *service* to the property that is an interruption that –

- a. is not caused by *Ben Lomond Water*; or
- b. is necessitated by an event beyond *Ben Lomond Water's* control.

“water infrastructure” means any *infrastructure* that is, or is to be, used for –

- a. the collection or storage of water, including from a dam or reservoir or a water production plant; or
- b. the treatment of water; or
- c. the conveyance or reticulation of water and includes the *connection point*; or
- d. any other *infrastructure* used in connection with water and declared to be *water infrastructure* by the Minister by order –

but does not include –

- e. any pipe, fitting or apparatus that is situated downstream of a customer's *connection point* to a water main; or
- f. any pipe, fitting or apparatus that is situated upstream of a customer's *connection point* to a stormwater drain; or
- g. *infrastructure* situated entirely within the one landholding and not connected to any other *infrastructure* situated within another landholding; or
- h. any other *infrastructure* used in connection with water that is declared not to be *water infrastructure* by the Minister by order.

“water law” means the relevant powers and obligations in the Water and Sewerage Industry Act 2008 or the Water Management Act 1999 and associated subordinate legislation.

“water service” means a *service* that is provided in connection with the collection, storage, treatment, conveyance, reticulation or supply of water and includes a retail *service* for the supply of water, but does not include –

- a. supply or use of water for irrigation purposes; or
- b. supply or use of water in connection with the generation of electricity.

“water system” means the pipes, fittings, *meters* and other connected accessories required for or incidental to the supply and measurement of water provided by *Ben Lomond Water*, but does not include *Ben Lomond Water's water infrastructure*.