



TasWater Customer Charter

July 2022

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DEFINITIONS..... **33**

1. Introduction

TasWater is the trading name for the Tasmanian Water & Sewerage Corporation Pty Ltd, a company established in accordance with the *Water and Sewerage Corporation Act 2012*.

Our vision is to be *'trusted, respected and making a positive difference in Tasmania.'*

We provide two essential services in Tasmania:

- the sourcing, treatment and delivery of reliable, quality water to our customers; and
- the collection, transportation, treatment and safe return of wastewater to the environment.

We have obligations under a number of laws including but not limited to:

- *Building Act 2016*
- *Environmental Management and Pollution Control Act 1994*
- *Environmental Protection and Biodiversity Conservation Act 1995 (Cth)*
- *Fluoridation Act 1968*
- *Land Use Planning and Approvals Act 1993*
- *Personal Information Protection Act 2004*
- *Public Health Act 1997*
- *Statutory Holidays Act 2000*
- *Residential Tenancy Act 1997*
- *Water Act 2007 (Cth)*
- *Water Management Act 1999*
- *Water and Sewerage Industry Act 2008*
- *Water and Sewerage Industry (Community Service Obligation) Act 2009*
- *Water and Sewerage Corporation Act 2012*
- *Work Health and Safety Act 2012*

We are incorporated as a proprietary company limited by shares and owned by Tasmania's councils and the Tasmanian Government. We are governed by an independent Board of Directors that reports to the Owners' Representatives Group.

2. Purpose of our Customer Charter

The purpose 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 relevant legislation and the *Customer Service Code* issued by the *Regulator*. It also outlines the rights and responsibilities of our customers and our commitment to providing reliable *water services* and *sewerage services*.

Our contact details are highlighted throughout the document. Should you prefer to simply call and make an *enquiry* - our Customer Service Centre can be contacted on 13 6992.

3. Commencement

This Customer Charter is applicable from 1 July 2022.

4. Variation

In accordance with the *Customer Service Code*, before varying this Customer Charter, we will consult with you and submit the Customer Charter to the *Regulator*, with details of customer consultation undertaken, for the *Regulator* to review and approve. We are not, however, required to consult with you if variation to this Customer Charter is required to reflect a change in legislation or industry technical standards.

5. Provision of Customer 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. Our Customers

For the purpose of this Customer Charter you are our customer if you:

- own and occupy a property that is connected to our *infrastructure*; or
- own (but do not occupy) a property that is connected to our *infrastructure*; or
- occupy a property that is connected to our *infrastructure*, and are liable for service charges; or
- own or occupy a property that is not connected to our *infrastructure*, but to which a *service* is available from us and we impose a *service charge*; or
- otherwise receive or use a *water service* or *sewerage service* provided by us.

8. Customer Classes

We use the following customer classes:

Water services

- Full *service* water customers – customers receiving a *potable water supply* without any limitations to supply, as outlined below
- Limited water quality customers – customers receiving water from a supply (or part of a supply) which has an alert in place in relation to the use and/or consumption of water.
- *Limited water supply customers* – customers that:
 - are connected to a water main that periodically does not contain water under positive pressure; or
 - have a connection designed to provide low or intermittent flow, such as where the customer has been required to install, operate and maintain an individual tank or pump; or
 - are connected to a non-reticulation water main that is subject to significant pressure variations due to either:
 - a pumped supply where the low pressure is below 50 kPa and the high pressure is above 500 kPa; or

- an inlet supply to a trunk reservoir such that when the reservoir inlet valve is open the pressure is below 50 kPa; or
- receive a supply we determine to be inadequate
- Customers with both limited water quality and limited water supply
- Fire service customers
- Unconnected customers within our *serviced land* – customers that are within *serviced land* but not connected to our *water infrastructure*.

Sewerage services

- Full service sewerage customers – customers receiving a standard *sewerage service*, including pressure sewer schemes
- Septic tank effluent disposal (STED) customers – customers receiving a limited *sewerage service*, where septic tanks are pumped out periodically at the *owner's* expense
- Unconnected customers within our *serviced land* – customers that are within *serviced land* not connected to our *sewerage infrastructure*.

Trade waste

- **Category 0 trade waste customer** means a customer discharging *trade waste* of very low volume or strength, equivalent to or less than that of a standard residential dwelling.
- **Category 1 trade waste customer** means a customer discharging low volume and low impact *trade waste* which is minimal risk to the *sewerage infrastructure* and can be managed through cleaner production methods.
- **Category 2 trade waste customer** means a customer discharging low to medium volume and low impact *trade waste* which requires physical pre-treatment at the source to make it acceptable for discharge to the *sewerage infrastructure*, and includes those customers in subcategories 2A, 2B and 2C as set out in our Price and Service Plan.
- **Category 3 trade waste customer** means a customer discharging *trade waste* which through volume, composition or quality, individually or combined, poses a medium risk to the operation of our *sewerage infrastructure*.
- **Category 4 trade Waste customer** means a customer discharging *trade waste* which through volume, composition or quality, individually or combined, poses a high risk to the operation of our *sewerage infrastructure*.
- **Tankered waste** means *trade waste* that is accepted (at our discretion) directly at designated receiving facilities that is not otherwise permitted to be discharged at the source into our *sewerage infrastructure*, in accordance with regulation 15 of the *Water and Sewerage Industry (General) Regulations 2019*.

9. Information

9.1. Enquiries

We have systems in place to provide the following information to you in plain English intended to be easily understood, through an *enquiry* facility, including our website www.taswater.com.au:

- *account* information
- *account* payment options
- concession entitlements
- programs available to you if you are having payment difficulties, including our Financial Hardship Policy

- information about our *complaint* handling procedures
- information about the *Tasmanian Ombudsman*
- information held by us in relation to you and
- our policies.

9.2. Fees for Information or Advice

We will not charge you, or others affected by our operations, a *fee* for the provision of information or advice unless stated otherwise in the *Customer Service Code* and this Customer Charter or as permitted by law.

9.3. Sustainable Use of Water

We operate in a range of unique, diverse and important regions within 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.

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.taswater.com.au.

9.4. Regulatory Information

Upon request we will provide you with a copy of any regulatory instruments other than the primary legislation under which we operate, including a copy of the *Customer Service Code*. We will also make available copies or links via our website www.taswater.com.au.

9.5. Communication Assistance & Provision of Information

We will make available to you information as specified in the *Customer Service Code*. In the communication of this information, we will provide you access to a telephone interpreter service through:

- For *TTY service* users - phone 13 3677 then ask for 13 6992
- For speech-to-speech relay - phone 1300 555 727 then ask for 13 6992
- TIS National Interpreter Service – call 13 1450.

We will also make available to you a large print version (at least 16 point in height) of the *fees* payable for providing information to you.

We will also publish a statement in languages other than English, advising of the availability of a telephone interpreter service which will be set out in *accounts* we issue to you.

9.6. Customer Information

We will provide you with information concerning your rights and obligations in relation to us and our rights and obligations in relation to you. This includes, but is not limited to, providing information about:

- how we will deal with a *complaint* made by you
- how you may be provided with information held by us in relation to you and our policies
- any *fees* that we may charge for providing information to you
- *services* that we provide for special needs customers
- the uses that you are permitted, and are not permitted, to make of our *services*
- your obligations as specified in this section of the Customer Charter and
- information about drinking water quality, and the management of drinking water quality, if such information is available.

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

- notify us at least five days before vacating your property or selling or leasing your property to another person
- ensure each *water meter* is accessible by us
- maintain the *property owner's infrastructure* upon notice by us
- remove trees upon our request
- seek our consent for any building or construction work which might interfere with a *service* or *infrastructure* or require connection to *infrastructure*
- not alter any *water system* or *sewerage system* connected to our *water infrastructure* or *sewerage infrastructure* without our consent or, where required, without seeking a Certificate for Certifiable Work
- observe restrictions we impose in accordance with *water law* and
- pay all applicable charges relating to your property and other tariffs and charges.

You must 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.

You may ask us to provide you with information we hold about the history of *services* we have provided to you, or payments made by you to us, and we will provide that information to you within 10 *business days*. Where your *account* and usage history extends beyond three years we may impose upon you a *reasonable charge* for the provision of that information, in accordance with the relevant Public Record Office Standard General Disposal Schedule as regulated by the Tasmanian Archives and Heritage Office.

Where we ask you for an information update, you will have at least 14 days to provide a response.

9.7. Disclosure of Incidents

Under the *Customer Service Code*, we must adequately respond to incidents that impact the level of reliability, security and quality of the supply of *services* to you.

We will disclose details of any incidents that may have a significant impact on you on our website. These details will include as a minimum:

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

9.8. Privacy

We will only collect information from you that is needed to enable us to conduct our business of providing *water services* and *sewerage services*. In most cases, this will include information such as your name and address, but in some limited circumstances, we may collect other personal information such as the need to use dialysis machines.

We will only collect this information with your 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* and the *Privacy Act 1988*.

Our policies and procedures comply with the *Personal Information Protection Act 2004* and the Australian Privacy Principles as set out in the *Privacy Act 1988*, which regulate the handling of personal information. A copy of our Privacy and Credit Reporting Policy and our Information Protection Statement can be obtained by phoning 13 6992, by writing to us, or by visiting www.taswater.com.au.

10. Services

10.1. Reticulated Drinking Water

We deliver drinking water to customers connected to our *water infrastructure*. Water is treated to meet the Australian Drinking Water Guidelines and requirements of the *Public Health Act 1997* and piped to storage reservoirs. The water is then distributed to customers through a reticulated network of pump stations and underground pipes.

Water services in serviced land will be supplied at the minimum pressure and *minimum flow rates* as outlined in our *Price and Service Plan* and the *Supplement*.

10.2. Sewerage

We are responsible for managing and maintaining sewerage assets that collect and treat *sewage* from customers connected to our *sewerage infrastructure*.

10.3. Development Services

We also provide development services, which include assessment and approval of service connections, or changes to existing connections, to our *water infrastructure* and *sewerage infrastructure*.

We assess referred planning applications from planning authorities, apply appropriate conditions and process building and plumbing related applications for Certificates for Certifiable Work (see our website www.taswater.com.au).

We also undertake a range of compliance activities including assessing *water infrastructure* and *sewerage infrastructure* as part of subdivisions and gifted assets, performing audit testing and field inspections and issuing Practical Completion and Final Acceptance certificates.

10.4. Trade Waste and Industrial Services

We provide *water services* and *sewerage services* to commercial and industrial customers, including *trade waste services*. We will advise customers of the standards and requirements necessary for entering a *trade waste* agreement or obtaining a *consent*.

10.5. Limited Supply Services

Water connections may occur where the pressure and flow available to individual consumers may vary considerably, both geographically and over time. These limited water supply *services* are described in more detail in section 8 of this Customer Charter.

Sewerage services may also be provided by septic tank effluent disposal (STED) schemes, where septic tank effluent is collected and disposed but where the septic tank is pumped out periodically at the *owner's* expense.

11. Connection & Service Provision

11.1. Obligation to Provide Regulated Water and Sewerage Services

Subject to *water law* and the *Customer Service Code*, 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

We will permit you, as an owner of land, to connect a property that is owned or occupied by you to our *infrastructure* within 10 *business days*, or such later date as agreed between us and you, if all of the following criteria are met:

- you request permission to connect the property to our *infrastructure*; and
- the property is classified as serviced land; and
- you have paid, or have agreed to pay, all applicable *fees* for connection; and
- you have complied with all reasonable terms and conditions of connection imposed by us; and
- there is no plan of subdivision, or other instrument of a type approved by the *Regulator*, that specifies that connection to our *infrastructure*, or provision of regulated *services* by us, will not occur.

To facilitate connection to our *infrastructure*, we also require all of the following:

- a land title has been issued for the property or consent received from the owner of the land;
- a Certificate for Certifiable Work has been issued (if required) or any other formal approval obtained;
- an application to connect has been submitted to us and has been completed to our satisfaction.

Our *serviced land* is where we will permit connection to our *infrastructure* and is detailed in our Water and Sewerage Network and Charges Policies document approved by the *Regulator* as part of the *Price Determination* process (see our website www.taswater.com.au). *Serviced land* maps are available on the Tasmanian Government website LISTMap - <https://maps.thelist.tas.gov.au/listmap/app/list/map>

12. Minimum Service Standards

12.1. Application of Minimum Service Standards

We will meet the *minimum service standards* as provided in the *Customer Service Code*.

These *minimum service standards* form part of our *Price and Service Plan* that has been approved by the *Regulator* as part the *Price Determination* process.

13. Quality of Services

13.1. Product & Service Quality

The *water services* and *sewerage services* we provide will comply with the *health regulations* and *environmental regulations* under which we operate and will be in accordance with the *minimum service standards*.

We will take all reasonable steps to ensure the safety of drinking water to protect public health. We will provide timely advice to customers immediately when we are aware of a public health risk, in a manner agreed with the Director of Public Health.

We will make information on alerts (including boil water alerts and do not consume notices) available to affected customers through a variety of methods including:

- direct mail
- information
- our website, www.taswater.com.au and
- messages on *accounts*.

Information will also be made available through our Customer Service Centre.

Our Drinking Water Quality Policy (see our website www.taswater.com.au) affirms our commitment to the *Public Health Act 1997*, the Tasmanian Drinking Water Quality Guidelines and the Australian Drinking Water Guidelines.

We aim to conduct all operations in accordance with our policies and procedures, management systems, operating *licence* and environmental legislation and *environmental regulations*.

13.2. Delivery Quality (Flow Rates)

Our *Price and Service Plan*, approved by the *Regulator*, details the *minimum flow rate* that we will provide to you.

We will ensure that your water supply is at least equal to the *minimum flow rate* except to the extent that:

- the *property owners' infrastructure* falls short of the required condition
- there is an emergency
- there is a water shortage
- there is an *unplanned interruption* or *planned interruption* to water services
- supply is restricted or *disconnected* in accordance with the *Customer Service Code*
- you are a *Limited Water Supply Customer* (section 13.4) or
- *water law* provides.

The flow rate will be measured at the *meter*, where installed and used for the purposes of billing, or at the tap nearest your *connection point* to our *infrastructure*.

13.3. Testing

At your request we will test flow rates and water quality for compliance with the product and *service* quality and delivery quality provisions as outlined in sections 13.1 and 13.2 of this Customer Charter.

We will:

- advise you prior to the test that a *reasonable charge* may be imposed on you if the test demonstrates compliance with the product and *service* quality and delivery quality provisions of this Customer Charter and
- pay the cost of a test if it demonstrates that we are not complying with the product and *service* quality and delivery quality provisions of this Customer Charter.

We will rectify any deficiency in satisfying sections 13.1, 13.2 and 13.3 of this Customer Charter as soon as possible, or within a time agreed with you.

13.4. Limited Supply Customers

We provide a number of limited supply services to customers. The level of service to these customers may be short of the *minimum service standards* due to the reasons outlined under section 8 of this Customer Charter.

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

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 *limited water supply customers* require water for commercial purposes or otherwise require a guaranteed supply we strongly recommended that a storage tank be installed.

14. Reliability of Services

14.1. Service Interruptions

In accordance with a *Price and Service Plan* and our *licence*, we have developed and implemented plans, systems and processes to manage our assets to provide reliable *services*. We also have policies, practices and procedures to minimise the impact of *planned interruptions* and *unplanned interruptions* to *services*.

We will take all reasonable steps to comply with the obligations provided in this Customer Charter in relation to *planned interruptions* and *unplanned interruptions* and comply with standards specified in the *minimum service standards* for *planned interruptions* and *unplanned interruptions* of *water services* and *sewerage services*.

Where a *service* has been *disconnected* or restricted because of an *unplanned interruption*, we will restore the *service* to you, or remove the restriction, as soon as practicable.

We have policies, practices and procedures to deal with a burst, leak or blockage in our *sewerage infrastructure* or *water infrastructure*, including to:

- promptly attend the site upon notification
- take action to rectify the situation as soon as possible, taking into consideration all aspects of the event including the potential or actual impact on customers, others affected by the failure, the environment, property and traffic
- provide at least two *business days'* notice, in writing, of a *planned interruption* to *services* or publish a notice in a newspaper circulating generally in the area in which the *planned interruption* is to take place, detailing the extent, reason, commencement time and approximate duration of the *planned interruption*
- provide as much information as we can about any *unplanned interruption*, including the estimated duration of any *unplanned interruption*, via our Customer Service Centre (available 24 hours a day on telephone 13 6992), website and, where appropriate, media outlets
- ensure that, in the event of a *sewage* spill on your property, damage and inconvenience to you and others is minimised and
- ensure that a *sewage* spill is promptly cleaned up and the affected area disinfected.

In respect of our reliability of service arrangements, a set of service standards have been approved by the Regulator and are available in the *Customer Service Code*. Key service standards include that:

- The **maximum** period within which we will begin to take action to deal with an *unplanned interruption* to a *water service* (ie attendance at the site of the *unplanned interruption* to undertake initial inspection) is as follows:
 - Priority 1: a burst or leak that causes, or has potential to cause, substantial damage or harm to customers, water quality, flow rate, property or environment – 60 minutes to attend, 90 per cent of the time
 - Priority 2: a burst or a leak that causes, or has the potential to cause, minor damage or harm to customers, water quality, flow rate, property or environment – three hours to attend, 90 per cent of the time
 - Priority 3: a burst or leak that causes no discernible impact on customers, property or the environment – three days to attend, 90 per cent of the time.
- The **average** period for which an *unplanned interruption* to a *water service* may be expected to continue after we become aware of the *unplanned interruption* is:
 - three hours, at least 80 per cent of the time
 - five hours, at least 94 per cent of the time (at least 95 per cent of the time from 1 July 2025).
- The **average** period for which a *planned interruption* to a *water service* may be expected to continue is five hours, at least 90 per cent of the time
- The **maximum** period within which we will begin to take action to deal with a sewer spill, break or choke (ie attendance at the site to undertake initial inspection) is within one hour, 90 per cent of the time

In the event of an *unplanned interruption* or a *planned interruption* extending beyond the maximum periods specified above we will, in accordance with the circumstances of the particular *unplanned interruption* or *planned interruption*, provide regular updates to affected customers and other stakeholders via one or more of the following means, as appropriate:

- our Customer Service Centre (telephone 13 6992)
- our website (www.taswater.com.au)
- SMS
- social media
- flyers
- personal visits (“door-knocks”)
- media outlets.

If an *unplanned interruption* or *planned interruption* extends beyond eight hours we will provide appropriate emergency alternate drinking water supplies or sanitary facilities. Emergency alternate drinking water supplies will be provided by, but not be limited to, bottled or tankered water or a common community filling point. Emergency alternate sanitary facilities will be provided by, but not be limited to, portable temporary toilets and, in some urgent and critical instances, temporarily re-location of affected customers.

14.2. Special Needs Customers

We understand that some customers have special needs. We will keep a current register of those customers who:

- require the services of a dialysis machine or
- based on medical advice, are determined by us to have special requirements because of a medical condition affecting the customer or persons to whom services are provided by the customer or
- are special needs customers as determined by the *Regulator*.

You should notify us if you require *services* for use of a dialysis machine or for other special health reasons or special needs.

If you are registered with us as a special needs customer we will contact you as soon as possible in the event of an *unplanned interruption* to a *service* and at least four *business days* before a *planned interruption* unless you request a longer period of notice, in which case that longer notice will be given if it is reasonably necessary and able to be accommodated by us.

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

- customers registered with us as special needs customers will continue to have *services* provided to them, despite *planned interruptions* or *unplanned interruptions* and
- inconvenience to these customers is minimised and
- 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. Quality Improvement Programs

Subject to *water law*, we have implemented programs to maintain our *systems* in accordance with the *minimum service standards*.

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

15.2. Works, Worker Identification and Rights to Enter & Remain

We will not enter your property without appropriate identification, which we will produce for inspection upon request.

Section 56F of the *Water and Sewerage Industry Act 2008* authorises our officers to:

- enter and remain on land to carry out preliminary investigations in connection with the installation of *infrastructure* or
- enter and remain on land where *TasWater's infrastructure* is situated to carry out operational work or protective work on the *infrastructure* or
- enter and remain on any land for the purposes of carrying out operational or protective work on land on which *TasWater's infrastructure* is situated and
- bring on to the land any vehicles and equipment that the *TasWater* officer considers necessary or appropriate for the work that the *TasWater* officer is to carry 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 7am and 7pm on any day unless the *occupier* consents or 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. Except 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 7 days' written notice stating the reason, the date, and time of the proposed entry.

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

15.3. Works – Consideration for Impacts on Stakeholders

We are aware that in undertaking operational or capital works we may adversely impact upon the local (or immediate) community. As far as is reasonable and practicable, we will access, manage and mitigate these impacts.

16. Fees & Charges

Our *fees* are applied in accordance with the *Price and Service Plan* that the *Regulator* has approved as part of a *Price Determination* process.

16.1. Schedule of Fees & Charges

We publish:

- a list of all the types of *fees* that we may charge and
- the amount of the *fees* or the methods or policies applicable for the calculation of the *fees*.

on our website (www.taswater.com.au) and, if requested by you, will provide you a copy within 5 *business days*.

16.2. Variation

Subject to *water law*, the *minimum service standards* and any relevant determination of the *Regulator*, we may vary our *fees*.

We will directly notify you in writing at least 28 days in advance of imposing or varying:

- a *fee* that you are to be charged or
- the method for calculation of the *fee* that you are to be charged or
- 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*.

The notification requirements for the imposition or variation do not apply if there is in force a *Price Determination* or an interim price order made in accordance with *water law* which does not require such notice to be given.

16.3. Liability for Payment

The property *owner* is liable for the payment of all charges relating to his or her property, including *fixed charges*, *service charges* and *variable charges*.

Under certain circumstances, landlords may be able to pass certain costs on to lessees or tenants. For residential properties, these circumstances are listed under section 17 of the *Residential Tenancy Act 1997*.

Where a *meter* is installed the *owner/landlord* may pass the *variable charges* on to the tenant. The transfer of any responsibility for payment of *variable charge accounts* is a matter for the *owners* and their tenants to determine, and does not involve *TasWater*.

For serviced multi-tenement properties and strata schemes, *fixed charges* and *variable charges* will be applied in accordance with our Sub-Metering Policy as set out in our Water and Sewerage Network and Charges Policies document approved by the *Regulator* as part of the *Price Determination* process (see our website www.taswater.com.au).

17. Charges

We will, where relevant, separately itemise each charge on your *account*.

The following is a summary of our *fixed charges*, *variable charges*, *service charges* and *trade waste charges*.

17.1. Fixed Charges – Water or Sewerage

A *fixed charge* relates to the general cost of providing *systems*. All properties connected to our *water infrastructure* and/or *sewerage infrastructure* will be charged a *fixed charge* in accordance with the *Price and Service Plan* approved by the *Regulator* as part of the *Price Determination* process.

17.2. Variable Charges

A *variable charge* means a charge, for a *service*, that varies according to the volume of the water delivered to, or *sewage* removed from, the property to which the charge relates. Where properties are metered, a *variable charge* for the *water service* will be levied at a rate per kilolitre of water passing through the *meter*.

17.3. Service Charges – Water or Sewerage (for unconnected properties)

A *service charge* relates to the availability of a *water service* or *sewerage service* to a property within *serviced land* that is either not connected to a *water system* or *sewerage system*, or where connection is provided other than through a *connection point*.

Service charges will be levied in accordance with the Service Charges Policy in our Water and Sewerage Network and Charges Policies document approved by the *Regulator* as part of the *Price Determination* process (see our website www.taswater.com.au).

17.4. 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 customer's discharged waste.

Category 0 customers' *trade waste charges* will include application fees and sewerage charges. We will not levy trade waste charges on these customers.

Category 1 and Category 2 commercial customers' fixed *trade waste charges* include an application fee and an annual *trade waste charge*. We may levy additional charges for non-compliance, for paper waste macerators or for sites physically unable to install any *trade waste* pre-treatment systems that we require to ensure compliance.

Category 3 and Category 4 industrial customers' fixed *trade waste charges* vary depending on their individual agreement with us, and will include an application fee, volumetric charge and mass load charge. We may also levy additional charges for non-compliance.

18. Complaints, Disputes & Customer Enquiries

18.1. Policies, Practices and Procedures

We have policies, practices and procedures for the handling of *complaints* and *enquiries* from customers and the resolution of disputes between us and our customers. Our Complaints, Enquiries and Disputes Management Policy provides:

- information on the process by which you may make an *enquiry* or *complaint* to us and
- that we will take no more than 48 hours to commence action to resolve your *complaint* or unresolved *enquiry* and
- that we will take no more than 10 *business days* to provide a reply to your *complaint* or unresolved *enquiry* and
- that, if this timeframe (as outlined above) cannot be achieved, we will communicate with you to explain why the timeframe could not be achieved and when we will provide a reply to your *complaint* or unresolved *enquiry* and
- that a reply to your *enquiry* or *complaint* must deal with the substance of your *enquiry* or *complaint*; and
- the reasons for a decision made by us in resolution of your *complaint*, will be communicated to you, including details of the legislative or policy basis for the reasons if appropriate and
- a *complaint* and dispute escalation process that gives you:
 - an opportunity to raise the *complaint* or dispute up to the level of a senior manager within *TasWater* and
 - information about referral to the *Tasmanian Ombudsman* (www.ombudsman.tas.gov.au/making_a_complaint or telephone 1800 001 170) in the event that you have already raised the *complaint* or dispute to a higher level and you are still not satisfied with our response and
- that our ability to recover an amount of money which is in dispute is restricted until the dispute has been resolved and
- that you, as a complainant, are informed of each of the matters listed above and
- that you, as a complainant, are informed about your rights as a customer in relation to the resolution of disputes as detailed in the *Customer Service Code* and
- consideration of the relevant Australian Standard on *complaints* handling.

We are committed to resolving *complaints*, *enquiries* and disputes directly with you. Our Complaints, Enquiries and Disputes Management Policy is available on our website, www.taswater.com.au or by contacting our Customer Service Centre on 13 6992.

Complaints, *enquiries* and disputes can be communicated to us by phone, email, in writing and/or via our website:

Telephone	13 6992
Postal Address	GPO Box 1393 Hobart TAS 7001
Email	enquiries@taswater.com.au
Internet	www.taswater.com.au

18.2. Resolution of Disputes

We will endeavour to resolve any dispute in good faith and directly with you and others affected by our operations.

Where you and *TasWater* agree to resolve, by way of arbitration, mediation or negotiation, a dispute concerning the amount of money that you are required to pay, you are not liable to pay the amount that is in dispute until the process of arbitration, mediation or negotiation is concluded. However any amount owed by you which is not the subject of a dispute must still be paid when it falls due.

If you are still not satisfied after you have followed our *complaints* and disputes escalation process, you may lodge a *complaint* with the *Tasmanian Ombudsman*.

Where a *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 *Tasmanian Ombudsman* either dismisses the *complaint* or has completed the investigation of the *complaint* and resolved that you are liable to pay all, or part, of the amount that is in dispute.

We may consider a dispute about the amount of money that you are required to pay to us resolved if:

- we have informed you of our decision on the dispute or any internal review of the dispute and
- 10 *business days* have passed since you were informed and
- you have not
 - sought a further review under clause 4 of the *Customer Service Code* or
 - lodged a *complaint* with the *Tasmanian Ombudsman*.

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

19. Billing

19.1. Accounts and Billing Period

We will issue *accounts* in accordance with the *Customer Service Code*. Unless you have elected to enter into a separate *service* contract, we will issue *accounts* with a *billing period* of not less than one month and not more than three months, unless otherwise approved by the *Regulator*.

We will issue combined *accounts* for *fixed charges*, *variable charges*, *service charges* (if applicable) and any miscellaneous *fees* and charges (if applicable) in accordance with the timeframes required by the *Customer Service Code*.

That is, subject to section 19.11 of this Customer Charter, we:

- will issue you an *account* within 30 days of the conclusion of the *billing period* to which the charges in the *account* relate but
- may issue you an *account* at any time during a *billing period* to which the charges in the *account* relate.

Payment is due within 35 days of the due date on the *account*.

A separate *account* will be issued by us, at your request, for each property in relation to which you are our customer. If different parts of a property have separate water *meters* installed in respect of different customers, we may issue a separate *account* for each of those customers.

19.2. Meter Reading

Meters are used to measure water usage for billing. You must ensure that your *meter* is accessible for reading, testing, inspection and replacement by *TasWater*.

Where a *meter* is installed and used for the purposes of billing, we will use reasonable endeavours to ensure that it is read every *billing period*.

19.3. Presentation of Customer Water Usage

Where water *meters* are installed and used for the purposes of billing, and you are a residential customer, we will issue you a *bill* which includes a graphical illustration of your current water usage and, to the extent the data is available:

- your usage for each *billing period* over the past 12 months at that *connection point* and
- a comparison of your usage during the *billing period* with your usage at that *connection point* for the same period in the previous year.

19.4. Special Meter Readings

You may ask us to undertake a *special meter reading* outside of the normal *billing period*. A *special meter reading* can be arranged within five *business days* at a *reasonable charge* payable by you. You will not be liable to pay for the *special meter reading* if it is shown that the *meter* has inaccurately measured the amount of water supplied to the property.

19.5. Access to Water Meters

Where a water *meter* cannot be accessed, we will leave a note advising that we have visited the property and requesting that you read the meter within 3 *business days*. Alternatively, you can contact us within 5 *business days* to arrange a suitable time for the *meter* to be read, at your cost.

In the event that a water *meter* cannot be made accessible, for security or any other reason, you may apply for water *meter* to be relocated at your expense.

We may, in certain circumstances, issue you with an account based on an estimated reading. We will undertake these estimated readings in accordance with *water law*.

We will include a clear statement on the *account* to advise that the reading is an estimate.

19.6. Undetectable Leakage Bill Reduction

You are responsible for water usage (including leaks and associated losses) at your property and/or from the *meter*. A leaking private pipe beneath a building or underground may result in excessive water consumption and there may be no visible sign of water loss (eg damp areas etc). You may identify that a leak may be occurring by monitoring your water consumption using the *meter readings* and your resulting *bills* for any unusual activity.

Where you could not reasonably have detected a leak on your private plumbing prior to the receipt of a *bill*, and the *undetectable water leak* has resulted in an unusually high water *bill* for you, you may be eligible for a once only reduction of *variable charges*.

In these circumstances, we may reduce (by up to 50 per cent) the portion of the *variable charge* that exceeds your average water usage for the property. Eligibility for a reduction and the total remission applied is at our discretion.

In order to apply for a reduction in a *bill* as above, you must provide us with written evidence of an *undetectable water leak* and subsequent repair of this leak.

No reduction will be provided for a leak that could reasonably have been detected (including leaks from above ground customer assets including toilet cisterns, hot water cylinders, taps and stock troughs) through

regular inspection of your property and proper care and maintenance of your internal plumbing, or where you have failed to take timely action when a leak is detected.

19.7. Issuing Customer Bills

We will issue a *bill* to:

- you at the physical or electronic address specified by you or
- your *customer agent* at the physical or electronic address specified by you, if you have made a written request to us or
- any person authorised to act on your behalf at the physical or electronic address specified by that person.

If no address has been specified, we may send the *bill* to the physical address of the property in respect of which the charges have been incurred, or to your last known address.

19.8. Content of Bills

At a minimum, a *bill* will contain the following information in language that is non-technical and likely to be easily understood:

- the date of issue of the *bill*
- your name, billing address and *account number*
- the address of the property and the *billing period* to which the charges in the *bill* relate
- where water *meters* are installed and used for the purposes of billing:
 - the details of any *meter reading*, whether it is a *special meter reading* or not, at the property to which the *account* relates, and
 - the *meter* registration number and
 - the date on which the *meter* was read, or if the reading is an estimation, a clear statement that the reading is an estimation.
- the amount you are required to pay for the previous *billing period* in respect of the property
- the date by which you are required to pay, which must be a date after the *minimum period*
- the options for payment that are available to you
- information about the services and options that we are able to offer customers experiencing financial difficulties
- details of our *enquiry* facility, including a 24 hour service difficulties and faults telephone service number
- referral to interpreter services offered by us
- any outstanding credit or debit from previous *bills*
- the amount of any payments made by you to us since the previous *bill* was issued
- information on concessions and discounts available and any concession or discount to which you may be entitled
- any adjustments that have been made to the amount otherwise owed in respect of the *account*, including refunds, underpayments, concessions and discounts
- where water *meters* are installed and used for the purposes of billing, the average daily rate of water use at the property for the current *billing period*; and
- if we intend to charge interest or a *fee* on outstanding amounts, a clear statement of the rate of interest or amount of *fee* and from what future date the interest or *fee* is to be applied.

A *bill* issued by us to you other than as part of a regular sequence of *accounts* is not required to contain:

- information regarding the payments made by you to us since the previous *bill* was issued or
- the amount that you are required to pay for the previous *billing period* in respect of the property.

19.9. Amended Bills

We will issue an amended *bill* in due course for any properties where land use and/or classification circumstances have changed which may impact on the charges i.e. subdivision, new connections, change of use and new buildings.

An amended *bill* will be issued if you have:

- had your water/sewerage connection changed or
- any other amendments or adjustments to charges.

19.10. Presentation of Charges

We will itemise each charge on a *bill* separately, including:

- any non-usage charge designed to recover the fixed costs of providing *water services* and *sewerage services* and
- the usage charge for each *service* to the property, including *fees* determined by the volume of water provided or, if applicable, *sewage* removed, or estimated to be provided or removed and
- any *service charge* to the property and
- any other charge in connection with the provision of *services* provided and
- any other charges.

19.11. Adjustment of Bills

We may recover an amount undercharged in respect of any *billing period* from you if:

- except in the case of *fraud*, 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 and
- the amount to be recovered is listed as a separate item on the next *bill* issued to you after we become aware of the undercharge, or on a *bill* specific to the undercharged amount and issued to you other than as part of a regular sequence of *accounts* and
- except in the case of *fraud*, an explanation is provided on your *bill*, referred to in the second dot point above, as to how the undercharging occurred and how the amount owing has been calculated and
- except in the case of *fraud*, where the total period in which you were undercharged was a period of 30 days or less, we allow you to 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* on which the undercharge is listed is sent to you and
- except in the case of *fraud*, where the total period in which you were undercharged was a period of more than 30 days, we allow you to 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 *bill* on which the undercharge is listed is sent to you and
- we allow you to pay the amount to be recovered through a *payment plan* in accordance with section 20.4 of this Customer Charter.

We are not entitled to impose a *fee* or interest on you in relation to an amount by which you have been undercharged, except if the undercharging occurred as a result of you committing *fraud*.

Where we have *disconnected* a *water service* or *sewerage service* provided to you and you have been undercharged as a result of you committing *fraud*, we may estimate the usage that you have not paid for, and recover from you the amount that would have been payable together with any *fee* or interest payable in accordance with section 21.3 of this Customer Charter.

If we overcharge you for a *water service* or *sewerage service* because of our error, or inaccurate metering, we will inform you within 10 *business days* of becoming aware that you have been overcharged and refund you the amount overcharged, together with any interest payable, in accordance with your reasonable instructions.

Where we receive no reasonable instructions for refund from you, we will credit the amount overcharged (plus any interest payable) to your next *account*.

19.12. Concessions

If you hold a valid concession card, you may be eligible for a state government funded concession on your *account*. The concession can only be claimed per annum and only on your principal place of residence.

An application form is available from our website. Alternatively we *may* post or email a form to you. The full year concession amount for eligible customers for water and/or sewerage charges, where they apply, can be found on our website at www.taswater.com.au.

Consistent with our Customer Contract, we will apply the concession to your *account* from the day after we grant the concession to your *account* and for each *billing period* in which you are a customer and entitled to a concession.

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, your principal place of residence changes, or your card was suspended, you will need to contact us and/or reapply.

20. Payments

20.1. Due Date for Payment

Your *bill* will state the due date for payment. The due date for payment will be a date after the *minimum period*.

20.2. Payment Methods

Payment methods are listed on your *bill* and our website.

In addition to the payment methods specified in the *Customer Service Code*, we also accept payment by phone through Service Tasmania's automated credit card payment line (1300 729 859). Payment methods may vary over time but will remain compliant with the requirements of the *Customer Service Code*. We will advise you of any changes.

20.3. Payment Difficulties

Subject to *water law*, where you tell us that you are having difficulty paying an amount that is or may become due, we will assist you by:

- making provision for an alternative payment arrangement through a *payment plan* and
- offering to provide information to you about independent financial counselling.

If you are experiencing payment difficulties, we will be patient, flexible, sensitive and understanding when dealing with you.

20.4. Payment Plans

Subject to *water law*, if you are having difficulty paying an amount that is or will become due, we will make a *payment plan* available to you, formulated in accordance with your capacity to pay and having regard to your pattern of *service* consumption. A *payment plan* will:

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

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

We are not required to offer you a *payment plan* if you have:

- entered into more than two *payment plans* with us within the previous 12 months and failed, without reasonable excuse, to comply with the terms and conditions of those plans or
- entered into more than three *payment plans* with us and failed, without reasonable excuse, to comply with the terms and conditions of those plans.

Other than in the circumstances listed above, we will not refuse a reasonable offer made by you to enter into a *payment plan*.

You are taken to have entered into a *payment plan* with us when you make the first payment to us under the *payment plan*. The *payment plan* will continue to be in force until payments under the plan are completed.

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

20.5. Financial Hardship Policy

We will apply our Financial Hardship Policy to you if you are suffering from financial hardship. You are considered to be suffering financial hardship if:

- you occupy a property in respect of which you are our customer as your principal place of residence and
- either you, an independent accredited financial institution, or an institution that provides (on a not-for-profit basis) assistance to persons experiencing financial difficulty, have notified us that you are suffering financial hardship and are consequently having difficulty, or expect to have difficulty in the near future in paying an amount of money specified in an *account* that is or may be issued by us in relation to the property and
- you would, but for financial hardship, pay the amount of money or amount of monies that are, or may become, due and payable by you to us.

Our Financial Hardship Policy:

- contains policies and internal assessment processes for implementation by persons employed or engaged by us to enable those persons to:
 - determine your eligibility using objective criteria as indicators of financial hardship and
 - make an early identification of your financial hardship and
 - determine the internal responsibilities for the management, development, communication and monitoring of the policy

- provides for staff training about our policies and procedures and attempts to ensure that those persons treat you with respect and sensitivity and in a manner that does not reflect any bias against you
- exempts you, if you are suffering financial hardship, from supply restriction, legal action, and additional debt recovery actions while payments are made to us according to an agreed *payment plan* or other payment schedule
- states any circumstances in which we will waive or suspend *fee* and interest payments on outstanding amounts
- subject to *water law*, offers a range of payment options in accordance with your capacity to pay;
- provides for written confirmation of any alternative payment method to be sent to you within 10 *business days* of an agreement being reached
- offers information and referral to the services of independent financial counsellors
- offers information about our Complaints, Enquiries and Disputes Management Policy, and your right to lodge a *complaint* with the *Tasmanian Ombudsman* if your financial hardship claim is not resolved to your satisfaction
- details the circumstances in which the Financial Hardship Policy will cease to apply to you; and
- provides for a review mechanism of the Financial Hardship Policy and its associated procedures.

Our Financial Hardship Policy will be consistent with the *Customer Service Code* and the *Water and Sewerage Industry Act 2008*.

You may view our Financial Hardship Policy on our internet site at www.taswater.com.au or contact our Customer Service Centre on 13 6992 to request a copy.

21. Collection

21.1. Reminder Notices

If you fail to pay by the due date for payment date stated in your *bill*, we will, within 7 days after that date and prior to taking action for non-payment, send a reminder notice (in the same manner in which we sent the *bill*) that:

- notifies you that a debt is due and must be paid and
- provides information on any assistance that is available to you, including information about the *Tasmanian Ombudsman* (accompanied by the *Tasmanian Ombudsman's* telephone number) and our Financial Hardship Policy and
- provides information about the remedies we may pursue if the debt is not paid and
- advises you of the rate of any interest and *fees* that may be charged, for failure to pay a debt due, from the date specified in the notice and until the debt is paid to us.

In addition to the requirements listed above, a reminder notice will contain all of the information listed under section 19.8 of this Customer Charter, except information about *meter readings*, usage, previous *bills* or past payments.

21.2. Security Deposits

Before connecting your property to our *infrastructure* or for maintenance, upgrade or renewal of our *infrastructure* to which your property is connected, we may require you, as the person liable to pay the charges in connection with the provision of *services* to the property to be connected or altered, to pay a security deposit.

A security deposit 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 have:

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

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

- are a new customer and have failed, upon request, to produce acceptable identification or
- have, within the preceding two years, been responsible for the *fraud* in relation to *services* or
- are believed by us on a reasonable basis to have previously taken or diverted, without authority, water or *sewage* from our *infrastructure* or
- have previously left premises without settling, with us, an *account* for *services* and
 - the *account* remains outstanding and
 - you are refusing to pay the *account* or
- have refused to enter into a *payment plan* or other payment option and have either or both of the following:
 - an unsatisfactory record in relation to the payment of *services* provided by us
 - 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 section 21.3 of this Customer Charter.

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

- fail to pay an amount owing for the provision of a *water service* and/or a *sewerage service* and we restrict or *disconnect* the *service* or
- 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 you completing:

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

If you do not provide us with any reasonable instructions for the return of the security deposit and any accrued interest, we will credit the amounts in the next *account* that we issue you 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 for failure by you to pay a debt due, or where interest is to be paid by us on a refund on an overcharged amount, or as interest earned on a security deposit you have paid, the applicable interest rate is the *reference rate* + 6%. Interest will accrue daily and will be calculated by applying the daily rate to the amount outstanding, the amount overcharged, or the amount deposited.

For the purposes just described, the daily rate will be calculated in accordance with the following formula:

$$\text{Daily rate} = (\text{reference rate} + 6\%) / 365$$

Any unpaid interest will capitalise every 90 days. Unless payment is accepted on other terms, any part payment of an outstanding amount will go to reduce the amount of interest first.

Where interest is charged on an outstanding debt, it will accrue from the day after the due date and ends on the date the debt is paid in full, including both of those days.

Where interest is paid on a refund of an overcharged amount, it will accrue from the date of payment of the overcharged amount to the date the overcharged amount is refunded to you or credited to your *account* in full.

Where interest is to be paid on a security deposit, interest will accrue from the date the funds are received by us to the date the funds are either refunded to you or credited to your *account* in full.

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

We will not charge you a *fee* for failure to pay a debt due if:

- your *account* balance is less than \$50 or
- you are eligible for a concession under the *Water and Sewerage Industry (Community Service Obligation) Act 2009* or
- you pay the overdue amount within five days of the due date or
- you have contacted us prior to the fifth day after the due date and have been offered a *payment plan* in accordance with section 20.4 of this Customer Charter except if the *fee* is charged in accordance with the *payment plan*.

21.4. Dishonoured Payment

We may choose to recover from you a fee charged by our financial institution due to a payment by you being dishonoured or reversed.

We may include the fee to be recovered from you in:

- the next *account* issued to you as part of a regular sequence of *accounts* or
- circumstances where we are not going to be sending another *account* to you, in an *account* that is sent to you otherwise than as part of a regular sequence of *accounts*.

22. Restriction & Disconnection

22.1. Circumstances for Disconnection

We may *disconnect* the supply of your *sewerage service* if:

- a *planned interruption* in relation to your property is required for maintenance or safety purposes; or
- we have reasonable grounds to suspect that you have committed an offence relating to the safety or illegal use of our *infrastructure* or
- we have reasonable grounds to suspect that, without authority, you are taking or diverting, or have taken or diverted, water or *sewage* from our *infrastructure* or

- we are satisfied on reasonable grounds that you have engaged in conduct that has interfered with the supply of a *service* to other customers or has jeopardised the safety of our *infrastructure*; or
- you have requested, or agreed to, the *disconnection* or restriction.

We may only *disconnect* the supply of your *water service* to your premises if one or more of the circumstances listed above has been satisfied or you are a customer of ours in respect of premises that are not residential premises and a debt due in respect of the supply of the *water service* to the premises has not been paid.

22.2. Circumstances for Restriction

Other than because of a *unplanned interruption*, we may only restrict the supply of your *water service* in respect of premises that are residential premises if one or more of the permitted situations described in section 22.1 of this Customer Charter has been satisfied or you have not paid a debt due in respect of the supply of a *water service* to the premises.

Such 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* to you if:

- it is a Friday, public holiday, weekend, day before a public holiday, or after 3.00pm or
- you are registered as a special needs customer or
- we believe that the restriction or *disconnection* will cause a hazard having taken into consideration the consequences of the restriction of *disconnection* to health, safety or environmental hazard and any customer concern or
- 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* and relevant provisions of the *Customer Service Code*, we will not restrict or *disconnect services* to a customer unless, where practicable, we have advised those affected in writing, or published a notice on our website, or published a notice in a newspaper circulating generally in the area in which the restriction or *disconnection* is to take place, or made in an announcement on the local radio station in which the restriction or *disconnection* is to take place, detailing the:

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

Under *water law*, we may impose penalties for non-compliance with a restriction that has been the subject of a published notice.

22.4. Removal of Restrictions & Disconnections

We will restore a *service* which has been restricted or *disconnected* as soon as practicable upon:

- the reason for restriction or *disconnection* no longer persisting or
- receipt of a written undertaking as to compliance by you in a form acceptable to us and
- payment by you of any *reasonable charge* imposed by us.

23. Actions for Non-Payment

We may only use the remedies specified in the *Customer Service Code* in respect of a debt due and payable by you to us and must, as soon as practical, notify you in writing of our intention to pursue a remedy against you in relation to non-payment. The remedies that may be used are:

- charging interest and *fees*
- taking action to recover the debt in a court of competent jurisdiction or
- the *disconnection* or restriction of a *service* under section 22 of this Customer Charter.

23.1. Legal Action, Restriction and Disconnection for Non-payment

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

- more than 28 days have elapsed since the issue of the *bill* referred to in section 19.8 of this Customer Charter and more than 14 days have elapsed since the issue of a reminder notice referred to in section 21.1 of this Customer Charter
- you have been sent a reminder notice referred to in section 21.1 of this Customer Charter, consistent with the information requirements referred to in section 22.3 of this Customer Charter, and including information on our Financial Hardship Policy and other programs that are available to help customers with payment difficulties and
- we or our agent have used our best endeavours to take all reasonable steps to make contact with you about the non-payment in the following ways:
 - in person
 - by telephone or
 - by email (but only if the customer acknowledges receipt of the email) and
- you have been notified of the proposed *disconnection*, restriction or legal action and the associated costs, including the cost of removing a restrictor and
- you have:
 - been offered a *payment plan* under section 20.4 of this Customer Charter and you have refused or have failed to respond or
 - agreed to a *payment plan* and have failed to comply with the arrangement.

We will give notice in writing to you if a *service* provided to you is *disconnected* or restricted for non-payment specifying:

- the extent of the restriction or *disconnection* and
- the reason for the restriction or *disconnection* and
- the date when the restriction or *disconnection* is to occur and
- that the *service* will not be restricted or *disconnected* if, within the period specified in the notice, you pay the debt; or enter into a *payment plan* or another agreement with us for you to pay the debt and
- the circumstances in which the *service* will cease to be restricted or *disconnected*.

23.2. Limits on Legal Action, Restriction or Disconnection for Non-payment

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

- the amount owed is less than \$120, unless you have failed to pay consecutive *bills* in full over a period of not less than 12 months or

- you are eligible for and have lodged an application for a concession relating to the amounts charged by us and the application is outstanding or
- the amount in dispute is subject to an unresolved *complaint* procedure in accordance with our Complaints, Enquiries and Disputes Management Policy or
- you pay the debt within the period specified in the reminder notice referred to in section 21.1 of this Customer Charter or
- you enter into a *payment plan* or another agreement with us to pay the debt within the period specified in the reminder notice.

These conditions do not restrict our rights under *water law* to pursue a debt owed by a person who is no longer a customer.

23.3. Removal of Restrictions and Disconnections for Non-payment

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

- pays the debt or
- enters into a *payment plan* with us to pay the debt or
- enters into an agreement with us to pay the debt and any additional *reasonable charge* that we may impose for the cost of restoring the *service* to the restricted or *disconnected* customer.

24. Customers' Obligations

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

24.1. Water

You should:

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

24.2. Sewage

You should:

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

24.3. TasWater Assets

You should:

- advise us immediately you become aware of damage occurring to any of our assets on your property, by calling us on 13 6992 and
- provide reasonable access to *water meters* to enable our employees (i.e. *TasWater* officers) to read and maintain the *meter* safely and efficiently.

24.4. Billing & Payments

You must notify us:

- of a change of address
- if your personal circumstances change and may affect concessions we provide or *fees* and interest we charge or
- if you are unable to pay an *account* in full by the due date.

24.5. Buying or Selling a Property

TasWater will update ownership records within 10 business days of receipt date of the notification of sale. Notification of sale will only be accepted from the solicitor or conveyancer acting on behalf of one of the parties, confirming settlement has occurred.

If notification is not provided we will update ownership records after the title has changed with the Land Titles Office using information provided by the Office of the Valuer General.

A final meter read is required to finalise accounts. If a *special meter reading* is required, this will be undertaken and charged in accordance with section 19.4 of this Customer Charter.

Once a change of ownership is complete, the vendor will receive a final statement for their portion of service or fixed charges and water usage up to the settlement date.

The purchaser will receive a new statement for their portion of charges from the settlement date, including any *reasonable charges* payable.

Definitions

account is defined in the *Water and Sewerage Industry (Customer Service Standards) Regulations 2019* and (for the purpose of this Customer Charter) means a written instrument issued, or to be issued, to a customer of *TasWater*, setting out any *fees* or interest that are payable to *TasWater* by the customer.

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

bill has the same meaning as the term '*account*' as defined in the (*Water and Sewerage Industry Customer Service Standards) Regulations 2019*.

billing period has that same meaning as in the *Water and Sewerage Industry (Customer Service Standards) Regulations 2019* 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 *TasWater* to the customer.

business day has that same meaning as in the *Water and Sewerage Industry Act 2008* and means a day that is not:

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

calendar day means any day in the year, including 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 *TasWater*, including a failure of *TasWater* to observe its published policies, practices or procedures.

connection point has that same meaning as in the *Water and Sewerage Industry Act 2008* and means:

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

consent means an agreed arrangement between the customer and *TasWater* for the customer to discharge *trade waste* into the *sewerage system*.

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 *TasWater*.

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 *sewage*.

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

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

fee has that same meaning as in the *Water and Sewerage Industry (Customer Service Standards) Regulations 2019* and includes:

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

fixed charge means a charge, which is recurrent, for the provision of a *service* to a customer, but does not include a *variable charge*.

fraud has the same meaning as in Regulation 20 of the *Water and Sewerage Industry (Customer Service Standards) Regulations 2019*.

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.

infrastructure means *water infrastructure* or *sewerage infrastructure*.

licence means a licence granted under section 35(1) of the *Water and Sewerage Industry Act 2008*.

Limited Water Supply Customer means a customer that:

- is connected to a water main that periodically does not contain water under positive pressure or
- has a connection designed to provide low or intermittent flow, such as where the customer has been required to install, operate and maintain an individual tank or pump or
- is connected to a non-reticulation water main that is subject to significant pressure variations due to either:
 - a pumped supply where the low pressure is below 50kPa and the high pressure is above 500kPa or
 - an inlet supply to a trunk reservoir such that when the reservoir inlet valve is open the pressure is below 50kPa or
 - receiving a supply of water that we determine to be inadequate.

meter has that same meaning as in the *Water and Sewerage Industry Act 2008* and means a device used for the measurement of the flow of water or *sewage*:

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

meter reading has the same meaning as in the *Water and Sewerage Industry (Customer Service Standards) Regulations 2019*.

minimum flow rate means the minimum rate of flow of water as detailed in *TasWater's Price and Service Plan*.

minimum period means 10 *business days*.

minimum service standards means the *minimum service standards* for the provision of a service as listed in Schedule 1 of the *Customer Service Code*.

occupier of land has that same meaning as in the *Water and Sewerage Industry Act 2008* and means a person who has, or is entitled to, possession or control of the land and includes:

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

owner means the person(s) who holds the freehold interest in any land that is connected to *infrastructure* or that a *service* is available to from *TasWater*.

payment plan means a plan, containing the matters that are required under regulation 26 of the *Water and Sewerage Industry (Customer Service Standards) Regulations 2019* 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 *TasWater*.

planned interruption, in relation to a property, has that same meaning as in the *Water and Sewerage Industry (Customer Service Standards) Regulations 2019* and means an interruption, to the provision of a *service* to the property that is necessary in order to maintain, augment or upgrade *TasWater'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*.

reference rate refers to the monthly 90-day Bank Accepted Bill rate published by the Reserve Bank of Australia. The rate to apply in each quarter is the rate for the second month preceding the start of each new quarter. The *reference rate* will apply from the first *business day* of each new quarter up to and including the last *business day* of that quarter. The *reference rate* for the next quarter must be published on our website two weeks before the start of that quarter.

Regulator means the Tasmanian Economic Regulator within the meaning of the *Economic Regulator Act 2009*.

service means the provision of a *water service* or a *sewerage service* by *TasWater*.

service charge means a charge levied on a customer under section 68A of the *Water and Sewerage Industry Act 2008* in relation to a property which may be connected or unconnected to *TasWater's water infrastructure* or *sewerage infrastructure*.

serviced land means land, whether identified by individual title or by locality, that *TasWater* will permit to be connected to its *infrastructure*.

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

sewerage infrastructure has that same meaning as in the *Water and Sewerage Industry Act 2008* and means any *infrastructure* that is, or is to be, used for:

- the collection or storage of *sewage* and includes the *connection point* or
- the conveyance or reticulation of *sewage* or
- 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
- 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:

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

sewerage service has that same meaning as in the *Water and Sewerage Industry Act 2008* and means:

- 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
- any other *service* declared to be a *sewerage service* by the Minister by order.

sewerage system has that same meaning as in the *Water and Sewerage Industry Act 2008* and means the pipes, fittings, *meters* and other connected accessories required for or incidental to the discharge or conveyance of *sewage* to *TasWater's sewerage infrastructure*, but does not include *TasWater's sewerage infrastructure*.

Supplement means the TasWater Supplement to Water Supply Code of Australia WSA 03-2011-3.1 MRWA Edition (available on our website at www.taswater.com.au)

special meter reading has the same meaning as in the *Water and Sewerage Industry (Customer Service Standards) Regulations 2019* and means in relation to a water *meter* that is used for the purposes of *TasWater*, 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 *TasWater*.

system means *TasWater's water system* or *sewerage system*.

Tasmanian Ombudsman means the Ombudsman appointed under the *Ombudsman Act 1978*.

TasWater means Tasmanian Water & Sewerage Corporation Pty Ltd ACN 162 220 653 and defined as a regulated entity under the *Water and Sewerage Industry Act 2008*.

trade waste has that same meaning as in the *Water and Sewerage Industry Act 2008* and means liquid waste generated other than in the course of domestic activities and includes liquid waste generated by any trade, industrial, commercial, educational, medical, dental, veterinary, agricultural, horticultural, scientific research or experimental activities.

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 private pipe beneath a building or underground where no visible sign of water loss could have been reasonably detected by the customer prior to *TasWater* issuing a *bill*.

unplanned interruption in relation to a property, has that same meaning as in the *Water and Sewerage Industry (Customer Service Standards) Regulations 2019* and means an interruption to the provision of a *service* to the property that is an interruption that:

- is not caused by *TasWater* or
- is necessitated by an event beyond *TasWater's* control.

variable charge means a charge, for a *service*, that varies according to the volume of the water delivered to, or *sewage* removed from, the property to which the charge relates.

water infrastructure has that same meaning as in the *Water and Sewerage Industry Act 2008* and means any *infrastructure* that is, or is to be, used for:

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

but does not include:

- any pipe, fitting or apparatus that is situated downstream of a customer's *connection point* to a water main or
- any pipe, fitting or apparatus that is situated upstream of a customer's *connection point* to a stormwater drain or
- *infrastructure* situated entirely within the one landholding and not connected to any other *infrastructure* situated within another landholding or
- 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 has that same meaning as in the *Water and Sewerage Industry Act 2008* and 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:

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

water system has that same meaning as in the *Water and Sewerage Industry Act 2008* and means the pipes, fittings, *meters* and other connected accessories required for or incidental to the supply and measurement of water provided by *TasWater*, but does not include *TasWater's water infrastructure*.