



Customer Water and Wastewater Code

South East Queensland

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PART A – INTRODUCTION

This Customer Water and Wastewater Code (Code) is made under section 93 of the *South East Queensland Water (Distribution and Retail Restructuring) Act 2009 (DR Act)*.

Terms in *italics* are defined in Part D of this Code.

1. PURPOSE

The purpose of this Code is to provide for:

- a) standards and conditions of service and supply, including in relation to availability, that a *distributor-retailer* must meet in providing *relevant services* to *small customers*;
- b) what *distributor-retailers* are entitled to expect from *small customers* in relation to those services; and
- c) the basis upon which complaints can be made to the Energy and Water Ombudsman (*EWOQ*) in the event that a *small customer* and a *distributor-retailer* are unable to first resolve their own dispute about whether the standards and obligations contained in this Code have been met.

In providing for these matters, the objective of this Code is to ensure that there is an appropriate balance between the interests of *small customers* and their *distributor-retailers*, acknowledging:

- a) the need for adequate protection of *small customers'* interests and to deal with *small customer* complaints appropriately;
- b) the requirements or restrictions placed on *distributor-retailers* and *small customers* under the *water legislation*; and
- c) that the *distributor-retailer's customer service standards* referred to in section 5.1 form part of the obligations under this Code.

These objectives may change over time to reflect, for example, new *customer service standards*, changing technology and improvements in industry standards.

SCOPE

1.1 Relevant laws

Not all aspects of a *distributor-retailer's* obligations are regulated by this Code. Their obligations and some aspects of their relationships with *small customers* are also affected by a number of other relevant instruments and regulators. These include:

- a) the *South-East Queensland Water (Distribution and Retail Restructuring) Act 2009 (DR Act)*;
- b) the *Water Act 2000 (Water Act)*; and
- c) the *Water Supply (Safety and Reliability) Act 2008 (Water Supply Act)*,

(together, *water legislation*).

Some provisions of this Code restate or summarise legal obligations of *distributor-retailers* and/or *small customers* under the *water legislation* or other legislation. In those cases, the legislation should be referred to for full details of requirements. This Code is not legislation, and to the extent of any inconsistency between a provision of this Code and a provision in an Act or Regulation, the legislative provision prevails.

1.2 Where does this Code apply?

This Code applies to *distributor-retailers* (see section 1.2.1) and their *small customers* (see section 1.2.2), in relation to the *relevant services* (see section 1.3), provided that the premises to which the *relevant services* relate are located within the South East Queensland (*SEQ*) region as shown in the diagram set out in **Attachment 1**.

Customers whose properties are outside *SEQ* should contact their local council or water and wastewater service provider regarding the service standards that apply to their water and wastewater services.

1.2.1 Who is a distributor-retailer?

A *distributor-retailer* is a council-owned business which supplies water services (such as reticulated drinking water) and wastewater services (such as sewerage services) to households and businesses in *SEQ*.

In *SEQ*, there are three *distributor-retailers* who each operate in their own distinct geographic areas. These businesses currently trade as:

- a) Unitywater operating in SEQ north;
- b) Queensland Urban Utilities operating in SEQ central; and
- c) Allconnex Water operating in SEQ south.

Attachment 1 sets out a diagram of the geographic areas (including the local council boundaries) in which the three *distributor-retailers* operate and will provide an indication to *small customers* as to who is their particular *distributor-retailer*.

1.2.2 Which types of customers are covered by this Code?

This Code applies to '*small customers*' of *distributor-retailers*. In order to be covered by this Code, a person has to be both a '*customer*' (see section 1.2.2.1) and a '*small customer*' (see section 1.2.2.2).

People who are not *customers* / *small customers* have other rights and protections. These are described in section 1.2.3.

1.2.2.1 Who is a customer?

A person is a *customer* only if the person has (or would have, if connected) a direct billing relationship with a *distributor-retailer*.

For premises already connected to the *distributor-retailer's* water and sewerage system, the person who has a direct billing relationship with the *distributor-retailer* is the person in whose name the water and sewerage account is issued for the premises. This means that some people such as tenants and occupiers are not covered by this Code (see section 1.2.3.).

For premises not yet connected to the *distributor-retailers'* system, a person is considered to be a *customer* of the *distributor-retailer* if the *distributor-retailer* is obliged to connect the premises under the *water legislation* and to provide a customer account in the person's name once connected.

Regardless of whether premises is connected or unconnected, a *customer* also needs to be a *small customer* to be covered by this Code (see below).

1.2.2.2 Which customers are small customers?

A *small customer* is a *customer* who is either:

- a) a residential *customer*; or
- b) a non-residential *customer* who uses, or would use, if connected, no more than 100kL of drinking water and/or reticulated recycled water per annum.

If a non-residential *customer* has no volumetric history (e.g. they are a new *customer* or have changed premises), the *distributor-retailer* must treat the *customer* as a *small customer* if:

- a) similar non-residential *customers* typically use less than 100kL per annum; or
- b) the non-residential *customer* advises the *distributor-retailer* that it is likely to use no more than 100kL per annum and the *distributor-retailer* reasonably agrees.

People who are *small customers* for this Code are treated as '*small customers (water)*' for the purposes of the dispute resolution functions of the EWOQ under the *Energy and Water Ombudsman Act 2006 (EWO Act)*. See section 2 for further details.

1.2.3 People other than customers/small customers

As outlined in section 1.2.2, not everyone who consumes (or pays for) water is covered by this Code.

The list below provides a general indication of the type of water consumers who are unlikely to be covered by this Code. Other avenues for resolution of disputes around water and wastewater services may be available for these consumers (see **attachment 2**).

(a) Tenants and similar occupiers

In most cases, the definition of a *customer/small customer* does not include people such as tenants or other occupiers who do not own the premises to which the water or sewerage services are being supplied. In the case of residential tenants, the *customer* is the landlord who owns the premises (even if the tenant is paying for the water consumption through a rental tenancy arrangement) because the landlord is the person who has the direct billing relationship with the *distributor-retailer*.

(b) Occupiers in complexes (eg. retirement villages, shopping centres)

Some people who do not have freehold title over the premises consume and pay for water indirectly in arrangements with complex owners (such as some retirement village occupants or retail shop occupants etc).

Usually these people are charged for their water and wastewater as part of overall charges which their complex owners levy on them. Where this is the case, the person is not the *customer* of the *distributor-retailer* because the *distributor-retailer* does not issue a bill in that person's name. Instead, the account for the water is issued to the complex owner who owns the premises, and the complex owner itself is the *customer* of the *distributor-retailer*.

(c) Body Corporates (common areas and particular circumstances)

In the case of a community titles scheme, usually the lot owner receives a direct account from the *distributor-retailer* in their own name and would be considered to be a *customer* (and therefore will be covered by this Code provided that the person is also a *small customer* under section 1.2.2.2). However, in some cases, the bill does not go to the lot owner and the *distributor-retailer* bills the body corporate. This usually occurs where water is consumed in common areas (e.g. swimming pools and gardens). It may also occur in some cases if the premises are not sub-metered and the *distributor-retailer* has an agreement with the body corporate to bill the body corporate on behalf of the lot owners¹. Where the body corporate receives the bill, the body corporate is the *customer* for the services covered by that bill.

¹ See section 196 of the *Body Corporate Community Management Act 1997*.

1.3 What is a relevant service?

Distributor-retailers provide a number of services which relate to water or wastewater. However, not all of those services are covered by this Code. Only the following types of water services and wastewater services provided to *small customers* are covered by this Code:

- a) reticulated potable water supplies (e.g. drinking and household water);
- b) dual reticulation recycled water supplies (e.g. 'purple pipe' supplied where there is also reticulated water available); and
- c) certain sewerage services (e.g. transportation and treatment).

These services are referred to as *relevant services* in this Code, and are treated as '*water entity functions*' for the purpose of dispute resolution under the *EWO Act*. See section 2 for further details.

This Code does not apply to certain services, including the following (even if supplied to a *small customer*):

- a) reticulated potable water supplied to a metered standpipe;
- b) raw water supplies (i.e. water which is not intended for consumption as potable water);
- c) trade waste services;
- d) storm-water harvesting; and
- e) stand-alone recycled water (i.e. recycled water other than dual reticulation).

The services in the above paragraph are not subject to dispute resolution under the *EWO Act*.

2. CODE COMPLIANCE

2.1 When a distributor-retailer might not be able to comply with the Code

In some instances, it may not be possible for a *distributor-retailer* to meet the requirements outlined in this Code. The following instances are considered to be acceptable reasons for not meeting some of the standards outlined in the Code:

- a) A law would prohibit the *distributor-retailer* from complying with the requirements set out in this Code.
- b) Where this Code restates a legal obligation provided for elsewhere, that law provides for a 'reasonable excuse' and the *distributor-retailer* has a reasonable excuse in the circumstances.

- c) If water services supplied to the *distributor-retailers* (for on-supply to *customers*) is not provided in accordance with contractual requirements or if complying with this Code would place the *distributor-retailer* in breach of those supply contracts².
- d) Where the *distributor-retailer's* performance of its obligation directly relies on the *small customer* meeting the *small customer's* correlating obligations under this Code and the *small customer* has failed to do so.
- e) Where the *distributor-retailer* is unable to comply due to the actions of a third party who is not performing work for, on behalf of, or in association with, the *distributor-retailer*³.
- f) Where any force majeure circumstance in either the *SEQ water grid* or a *distributor-retailers'* reticulation network, would preclude performance of an obligation under this Code.

If any of the above instances would prevent the *distributor-retailer* from meeting the relevant obligation in part, the *distributor-retailer* must continue to meet the requirement to the extent that it is able to do so.

2.2 What happens if the standards in this Code are not met?

2.2.1 Individual disputes

A dispute between a *small customer* and a *distributor-retailer* relating to a *relevant service* under this Code may be referred to the Energy and Water Ombudsman Queensland (EWOQ). Either the *small customer* or the *distributor-retailer* may refer the dispute, however the referring party must have attempted to resolve the dispute with the other party prior to referring the matter to the EWOQ.

While most matters will tend to be resolved by agreement between the *distributor-retailer* and the *small customer* facilitated by the EWOQ, the EWOQ has the power to make a number of types of orders regarding a dispute. If such an order is not complied with, it can be lodged and enforced as an order of the Magistrates Court in the way outlined in the *EWO Act*.

The EWOQ can refuse to deal with certain types of complaints, for example complaints which arose before this Code was made, those that are not made within the timeframes required by the *EWO Act* and those that are trivial or vexatious. The EWOQ will also refuse to investigate matters if the referring party has not attempted to resolve the dispute with the other party first. The EWOQ can be contacted for further details about the circumstances in which it will investigate complaints and disputes.

² In SEQ bulk water treatment and supply is provided to the *distributor-retailers* by the bulk water entities owned by the State. It would be inappropriate to require *distributor-retailers* to comply with particular standards if the *distributor-retailer* cannot control the quality of those services.

³ For example, it would not be an excuse if the non-compliance were due to work done by the *distributor-retailer's* contractors.

2.2.2 Systemic issues and public interest matters

While individual disputes are dealt with by the *EWOQ* (refer to section 2.2.1), the Queensland Water Commission (*QWC*) can also seek reports from a *distributor-retailer* about complaints received by the *distributor-retailer* relating to matters mentioned in this Code.

Where information obtained through reporting (or other means) reveals systemic or significant issues have arisen in relation to one or more *distributor-retailers* which go beyond the need to achieve redress for an individual dispute, the *QWC* will consider whether the matters giving rise to a breach of this Code also give rise to a separate offence under the *DR Act*. If so, the *QWC* may seek enforcement orders.

3. AMENDMENT TO THIS CODE

3.1 Who can amend the Code?

This Code may only be amended by the Minister administering the *DR Act* (*Minister*). Amendments to this Code can be made on the *Minister's* own initiative or in response to a proposal by the *QWC*, a *distributor-retailer* or other stakeholders such as members of the public.

3.2 What process applies to Code amendments?

3.2.1 Substantive amendments

Subject to section 3.2.3, for substantive amendments, the *Minister* will prepare a draft of the proposed amendment to the Code and publish a notice in a newspaper circulating in the *SEQ region*, inviting submissions on the draft, before making the amendments.

3.2.2 Minor amendments

Under the *DR Act*, the Minister can make amendments to the Code to correct minor errors (such as a typographical errors) or insubstantial changes without a public notification and submissions process.

3.2.3 Stated amendments

Section 97(3)(b) of the *DR Act* allows for amendments to be made by the Minister without a public notification and submissions process where the Code itself states that an amendment can be made without going through a public consultation process.

The following are stated amendments for the purpose of this Code:

- a) where the amendment reflects or complements changes in an Act or Regulation;
- b) where this Code provides for a transitional provision (i.e. the standard or obligation under the Code applies from a specified date which is later than the date this Code comes into effect) and the amendment is to provide a longer transitional time than was originally stated;
- c) if the rate referred to in the definition of the term 'security deposit interest rate' ceases to be published, where the amendment is to replace this reference with a reference to another suitable external interest rate measurement; and
- d) amendments made to provide for minimum periods for payment of customer accounts.

Having these types of stated amendments will:

- a) help to ensure that the Code remains consistent with the law (where consultation on the changes will ordinarily otherwise be undertaken as part of the legislative amendment process);
- b) ensure that obligations under the Code are capable of being met by the new *distributor-retailers* who are still in transitional phases of operations; and
- c) ensure that there continues to be a suitable minimum interest rate for security deposits in the event that the current external measurement ceases to be available.

4. COMMENCEMENT

This Code commences on 1 January 2011. *Relevant services* provided by a *distributor-retailer* to a *small customer* after this date are covered by this Code. However, where the Code states that a particular obligation or standard only applies after a later date specified in the relevant section of the Code, that obligation or standard applies from the specified later date.

PART B – STANDARDS AND CONDITIONS OF SERVICE AND SUPPLY

5. CUSTOMER SERVICE STANDARDS

5.1 Customer service standards required under this Code

A *distributor-retailer* is required to have *customer service standards* (either for each local council geographic area or for the whole of its business) which must specify, at a minimum:

- a) the extent of unplanned interruptions (e.g. number per 1000 connections or per 100km of mains);
- b) time for restoration of service after an unplanned interruption (e.g. % restored within X hours);
- c) response / reaction time for incidence (e.g. X hours for urban, Y hours for rural); and
- d) minimum flow or pressure at the connection to the *customer's* property⁴ (litres / minute at connection, m3 per second, metres head or other appropriate basis).

5.2 Customer services standards outside of this Code

In addition to the *customer service standards* imposed under this Code, most *distributor-retailers* will also have other standards in place around issues such as:

- a) levels of compliance with drinking water quality (e.g. number of incidences of non-compliance with drinking water management plans or Australian Drinking Water Guidelines (*ADWG's*));
- b) numbers of complaints around drinking water quality (e.g. number per 1000 properties per year);
- c) sewerage overflows to customer property (e.g. number per 1000 connections); and
- d) odour complaints (e.g. number per 1000 connections).

5.3 Obligation to publish

A *distributor-retailer* must publish and maintain the *customer service standards* for their *relevant services* imposed by this Code, on their website. Where a *distributor-retailer's* published service standard is in conflict with this Code, this Code prevails.

⁴ It is preferable that the standards indicate differences if the connection is for rural trickle feed.

6. CONNECTION AND SERVICE PROVISION

6.1 Obligation to provide relevant services

Subject to the *water legislation* and the other provisions of this Code, if a *small customer's* premises are connected to a *system* or if the premises is *available*⁵ to be connected to a *system*, the *distributor-retailer* must provide *relevant services* to the *small customer* in accordance with this Code.

6.2 Obligation to connect to distributor-retailers' system

Where a *small customer* requests connection to a *relevant service* that is *available*, and:

- a) all applicable connection fees have been paid;
- b) the *small customer* has complied with all reasonable terms and conditions of connection:
 - (i) imposed by the *distributor-retailer* (which may include requiring a security deposit where permitted under section 11.2); and
 - (ii) detailed in this Code; and
- c) the connection is technically feasible,

then the *distributor-retailer* must connect or agree to connect the *small customer's* premises to the *system* within 20 business days after the request (or such later time as agreed).

6.3 Right of access to premises

An *authorised person* appointed by the *distributor-retailer* has a right of access⁶ to *small customer's* premises, to:

- a) install, read, test, maintain, or alter meters;
- b) replace meters and other *equipment of the distributor-retailer*;
- c) connect or restrict or restore supply;
- d) inspect, make safe, operate, change, maintain, remove, repair or replace any infrastructure or *equipment of the distributor-retailer*; and
- e) disconnect unauthorised connections to the *distributor-retailer's system* .

Where a distributor-retailer disconnects an unauthorised connection, the distributor-retailer may be able to recover certain costs associated with the disconnection.⁷

⁵ See section 164 of the *Water Supply Act* for the circumstances when a water service provider (i.e. a *distributor-retailer*) is required to provide access to the water supply or sewerage infrastructure.

⁶ See Chapter 2, Part 3, Div 2 of the *Water Supply Act*. The right of access only applies to the services for which the *distributor-retailer* is registered as a service provider under that Act.

An *authorised person* of a *distributor-retailer* must comply with the *water legislation* and wear and present appropriate identification in undertaking any of the above functions.

An *authorised person* has a right of access at any reasonable time to read, check the accuracy of a meter or maintain or replace a meter. For other activities on the person's premises, the *authorised person* is required to seek consent or provide notices (except in urgent circumstances to protect infrastructure).

6.4 Small customers' obligations

A *small customer* must:

- a) pay for all *relevant services* provided by the *distributor-retailer*;
- b) comply with *water legislation*, in particular:
 - (i) provide convenient and unhindered access to the *small customer's* premises;
 - (ii) not interfere with or damage the *equipment of the distributor-retailer* or use water or equipment that interferes with the supply to another *customer* or causes damage to another party; and
 - (iii) provide a security deposit where requested by the *distributor-retailer* under section 11.2; and
- c) comply with the reasonable requirements of the *distributor-retailer* in accordance with *water legislation*.

A *small customer* should not provide inaccurate, incomplete, misleading or deceptive information to its *distributor-retailer*, as this may affect the *distributor-retailer's* ability to provide *relevant services* in accordance with this Code.

A *small customer* should also inform the *distributor-retailer* of any changes to information the *small customer* has previously provided to the *distributor-retailer*, including any material changes of use of premises that are likely to affect water consumption, for example, if the premises are converted into flats or the premises are changed to include a home business. Some of these issues are likely to be covered where a development application involves a material change of use.

6.5 Obligations if the small customer is not the occupier

In some instances, the *small customer* will not occupy the supplied premises themselves (e.g. the property is tenanted) and the *small customer's obligation* under this Code can only be satisfied by, or with the cooperation of, the occupant of the relevant premises.

In these cases, the *small customer's* obligations are satisfied if they have taken all reasonable steps to ensure the occupier fulfils the obligation. An example of the *small*

⁷ Section 33 of the *Water Supply Act* enables the distributor-retailer to remove unauthorised connections. Provisions under the *Water Supply Act* also allow for the cost of disconnection and certain other costs associated with the unauthorised connection (see section 33(3) and section 40 of the *Water Supply Act*).

customer taking reasonable steps would include requesting that the occupier provide access for the *distributor-retailer*.

7. COMPLAINTS AND DISPUTES

7.1 Complaints and disputes policy

A *distributor-retailer* must have and comply with practices and procedures that are consistent with this Code and that follow the Australian Standard (AS ISO 10002—2006 Customer satisfaction—Guidelines for complaints handling in organisations) for dealing with complaints from *small customers*⁸.

Without limiting this general obligation, a *distributor-retailer's* complaints and disputes policy must provide:

- a) that the *distributor-retailer* will take no more than 10 business days to acknowledge an enquiry or complaint;
- b) that a reply to a *small customer's* enquiry or complaint must deal with the substance of the enquiry or complaint or tell the *small customer* when the *small customer* will receive such a reply if the enquiry or complaint is complex;
- c) that the *distributor-retailer* will give the *small customer* reasons for the decision;
- d) for a complaints escalation process that gives a *small customer*:
 - (i) the opportunity to raise a complaint up to the level of a senior manager within the *distributor-retailer's* management structure;
 - (ii) information about accessing the EWOQ, including
 - contact details and information about the EWOQ; and
 - the fact that the EWOQ's own legislation requires that the *small customer* and *distributor-retailer* must endeavour to resolve a dispute before the EWOQ will investigate a matter; and
- e) that the *distributor-retailer* is restricted in its ability to recover an amount of money in dispute, until the dispute has been resolved.

7.2 Resolution of disputes

A *distributor-retailer* and a *small customer* must first endeavour to resolve any dispute between them about *relevant services* in good faith.

A *distributor-retailer* may consider a dispute to have been resolved if:

⁸ If there is any inconsistency between the Australian Standard and this Code, this Code prevails.

- a) it has informed the *small customer* of its decision on the complaint or any internal review of the complaint (including providing reasons in accordance with its complaints and dispute policy);
- b) 10 business days have passed since the *small customer* was informed; and
- c) the *small customer* has not sought a further review by escalating the dispute to a senior manager in accordance with its complaints and dispute policy.

A *distributor-retailer* under paragraph (a) may inform the *small customer* that it considers the *small customer's* complaint to be trivial, frivolous or vexatious and that action is not necessary.

A *small customer* may refer a dispute to the EWOQ for dispute resolution, even if the *distributor-retailer* considers the matter 'resolved'.

8. BILLING AND CUSTOMER ACCOUNTS

8.1 Billing cycle

From 1 July 2011, a *distributor-retailer* must use its best endeavours to issue a bill to each *small customer* at least quarterly.

8.2 Meter readings

A *distributor-retailer* must take reasonable steps to read the meter at each *small customer's* premises at least once every 12 months.

A *distributor-retailer* may use an estimated meter read rather than a meter read in order to issue a *small customer's* account, but must comply with section 8.3 and ensure that:

- a) an estimated meter read does not occur in two or more consecutive billing cycles for a *small customer*, unless there is a reasonable excuse (e.g. access to the meter was unavailable); and
- b) from 1 July 2011, the *small customer's* account must clearly indicate when the account is based on an estimated meter read.

If the *small customer* requests it and a *distributor-retailer* agrees, a *small customer* may do a 'customer meter read' of the meter.

These arrangements are designed to ensure that if a *distributor-retailer* has difficulty accessing the meter etc, that an account can still be based on a meter reading performed by the *small customer*.

It is not intended that a *distributor-retailer* regularly fails to perform its obligation to read the meter at the *small customer's* premises for themselves. Nor is it intended that the *small customer* be able to insist on performing this task instead of the *distributor-retailer* on a normal basis.

8.3 Estimated meter read

A *distributor-retailer*, in providing an estimated meter read for a *small customer's* premises, must have regard to the previous account for that *small customer's* premises.

8.4 Special meter readings

Upon request by a *small customer* (but subject to the payment of any applicable fee), a *distributor-retailer* must provide a special reading of the meter for the *small customers'* premises to work out the amount of water consumed at the premises since the last meter reading of the premises. The distributor-retailer is entitled to charge a fee (not exceeding cost recovery) for a special meter reading.

A special meter reading might be needed, for example, if a *small customer* is selling the relevant property, and requires a meter reading before the settlement date to work out final figures for settlement⁹.

8.5 Meter accuracy test

A *small customer* may request the *distributor-retailer* to test or arrange for an independent test of the meter at the *small customer's* premises. A *distributor-retailer* or *independent tester* may request the payment of a meter test fee before undertaking any testing.

A *distributor-retailer* must provide advice to the *small customer* on the process for undertaking a meter test which must include:

- a) the *prescribed margin* for meter reading accuracy;
- b) timing for completion of the test;
- c) timing for providing a meter test result report; and
- d) a statement that if the meter tests outside the *prescribed margin* the *small customer's* account will be adjusted in accordance with section 8.12 of the Code.

Where the results of the test undertaken by the *distributor-retailer* or *independent tester* show that the meter tested is registering incorrectly, the *distributor-retailer* must refund or reimburse the meter test fee paid by the *small customer* and adjust the *small customer's* account accordingly. Under the *water legislation*, there is a time limitation on overcharged amounts which are due to meter inaccuracy, so that no recovery can be claimed if the account is more than 12 months old¹⁰.

An *independent tester* is required by legislation to provide *small customers* with a meter test report. Where the *small customer* is aware that the *independent tester* has not given a copy of the report to the *distributor-retailer* as well, the *small customer* is expected to provide a copy of the report to the *distributor-retailer* in order to satisfy the *distributor-retailer* that the *small customer's* account should be adjusted and the meter test refunded (where the

⁹ See section 99AI of the *DR Act*.

¹⁰ See section 99AN(2) of the *DR Act*.

meter was found to be registering inaccurately.)

8.6 Meter replacement

A *distributor-retailer* must replace a meter at no cost to the *small customer* if the meter:

- a) is found to be defective (i.e. registering outside the *prescribed margin* and unable to be repaired); or
- b) is replaced as part of a meter replacement program.

However, in cases where the *small customer* has damaged the *distributor-retailer's* meter, the *distributor-retailer* is able to recover the reasonable cost of repairing the damage from the *small customer*¹¹.

8.7 Issue of accounts

A *distributor-retailer* may issue a *customer* account to:

- a) a *small customer* at the physical, postal or *electronic address* specified by the *small customer*; or
- b) a *small customer's* agent at the physical, postal or *electronic address* specified by the *small customer* if the *small customer* has made a written request to the *distributor-retailer* to use an agent.

8.8 Content of an account

A *distributor-retailer* must include at least the following information in a *small customer's* account:

- a) the *small customer's* name;
- b) the supply address where water and/or wastewater services have been supplied;
- c) the date the account was issued;
- d) the period covered by the account;
- e) whether the amount is based on an actual meter read or an estimated meter read¹².
- f) dates of the previous and current meter reads where applicable;
- g) number of days from the previous meter read to the current meter read;
- h) separation of the bulk water costs and the distribution and retail charges;
- i) the total charge for this account;
- j) the total charge for the previous account;

¹¹ See section 40 of the *Water Supply Act*.

¹² While the obligation to put the estimated meter read as a notation on the account from 1 July 2011 is on a best endeavours basis, the requirement referred to in section 8.2 (to not conduct estimated meter reads for 2 or more consecutive billing cycles) is effective from 1 January 2011, including for billing cycles before 1 July 2011.

- k) any concessions, discounts or rebates applied;
- l) any interest charged for late payment;
- m) the pay by date;
- n) the methods by which the account can be paid;
- o) a telephone enquiry number for account and payment enquiries; and
- p) a 24 hour telephone number for faults and emergencies.

8.9 Presentation of charges

The distribution and retail component of an account must include the amount charged for:

- a) water and wastewater services; and
- b) the *fixed access charges* associated with being able to be provided with the service.

8.10 Presentation of water usage in accounts

An account issued to a *small customer* who is a residential *customer* must display the *small customer's* current water usage and, to the extent the data is available:

- a) usage from the *small customer's* previous account period;
- b) usage compared to the same time the previous year; and
- c) a comparison of consumption with other residential *customers*.

8.11 Review of accounts

Within 20 business days of receiving a *small customer's* request, the *distributor-retailer* must review the *small customer's* account.

If the parties cannot agree on the amount owing, the complaints and dispute resolution processes set out in this Code will apply.

After the date which is 20 business days after the receipt of the request, the *distributor-retailer* may require the *small customer* to pay the higher of:

- a) that portion of the account that is not in dispute; or
- b) the average amount of the *small customer's* account for the premises in the last 12 months,

pending the resolution of the dispute.

Once the dispute is resolved, the *customer* must pay any balance owing to the *distributor-retailer*, or the *distributor-retailer* must *refund* any overpaid amount to the *small customer*, within 20 business days after the date on which the dispute is resolved.

8.12 Adjustment of accounts

This section only applies for a water account which contains charges for water consumed since 1 July 2010.

8.12.1 Time limitation on adjustments of accounts

If the period of an overcharge or an undercharge is unknown, no refund to a *small customer* (to adjust for an overcharge), nor any recovery by a *distributor-retailer* (to adjust for an undercharge), will go back more than 12 months from the time that the error was discovered.

8.12.2 Limitation on recovery of interest on adjustments

No interest is payable by the *customer* on any amount undercharged by the *distributor-retailer*, nor is any interest payable by the *distributor-retailer* on any amounts overcharged to the *small customer*.

8.12.3 What a distributor-retailer must do if a small customer is undercharged

To recover an amount undercharged by a *distributor-retailer* to a *small customer*, the *distributor-retailer* must do the following:

- a) list the amount owing as a separate item on or with the *small customer's* account; and
- b) offer the *small customer* time to pay that amount by instalments, over a period being no longer than 12 months (or the period during which the undercharging occurred if that is less than 12 months).

8.12.4 What a distributor-retailer must do if a small customer is overcharged

Where a *distributor-retailer* overcharges a *small customer*, the *distributor-retailer* must:

- a) inform the *small customer* within 10 business days of becoming aware of the error; and
- b) *refund* to the *small customer* the amount overcharged with the next account issued.

If a *small customer* requests that an overcharged amount is paid before the next account is issued, the *distributor-retailer* must *refund* the amount at the earlier requested time, provided that this time is reasonable.

9. LEAKS POLICIES

While a *small customer* is responsible for infrastructure located on their own premises, it is recognised that the distributor-retailer can have a role in assisting *small customers* in

managing issues around leaks on the *small customer's* property. *Distributor-retailers* are to have in place a 'concealed leaks policy' for this purpose.

The concealed leaks policy must, at a minimum, allow for:

- a) the types of concealed leaks to which the policy applies;
- b) provision of information which will assist *small customers* to physically identify concealed leaks;
- c) a remission to be provided by the *distributor-retailer* for concealed underground leaks. The policy must provide information about:
 - (i) the types of customers for whom remission will be provided (e.g. residential *customers*, pensioners and/or community groups);
 - (ii) the minimum percentage amount of remission payment provided on estimated water loss due to the concealed leak;
 - (iii) whether there is any limit on remission claims (e.g. dollar or volume caps);
 - (iv) whether there is any limit on the frequency of claiming remission (e.g. number of claims permitted per premises / *customer*); and
 - (v) the evidence and process required to support a leak remission claim.

The *distributor-retailer* must make its concealed leaks policy available on its website.

The requirement for a *distributor-retailer* to put in place a concealed leaks policy does not make the *distributor-retailer* liable in any way for the integrity of the *small customer's* infrastructure, nor does it remove the *small customer's* obligation to pay outstanding charges for water supplied (except to the extent that a remission is given under the policy).

10. PAYMENTS

10.1 Payment methods

A *distributor-retailer* must give its *small customers* the option to pay accounts:

- a) in person at one or more agencies or payment outlets;
- b) by mail;
- c) by electronic means; and
- d) by direct debit arrangement.

A *distributor-retailer* may include payment in advance, but cannot require a *small customer* experiencing hardship to pay in advance (security deposits are not payments in advance: see section 11.2).

A *distributor-retailer* must not require *small customers* to agree to a direct debit arrangement as a condition of receiving *relevant services*.

10.2 Flexible payment plans (instalment plans)

A *distributor-retailer* must make an *instalment plan* available to a *small customer* experiencing financial difficulties / hardship (established in accordance with section 10.3), but only if the *small customer* has not failed to comply with an *instalment plan* in the last 12 months.

The *instalment plan* must:

- a) state the relevant amount;
- b) state the period over which the *small customer* will pay the relevant amount to the *distributor-retailer*;
- c) specify the amount and timing of each instalment payment to be made during that period; and
- d) be confirmed by the *small customer*.

Interest may only be charged on an instalment not paid by the *small customer* on the due date for payment of that instalment under the *instalment plan*.

When offering an instalment plan, the *distributor-retailer* must:

- a) take into account the *small customer's* capacity to pay; and
- b) allow the instalment plan to be re-negotiated at the request of the *small customer* if there is a demonstrable change in their circumstances.

10.3 Policies about financial difficulties and hardship

A *distributor-retailer* must have a policy which applies to *small customers* who have the intention but not the capacity to make a payment within the timeframe required (*hardship policy*). A failure to have a capacity to pay can be identified by any of the following:

- a) the *small customer* themselves,
- b) the *distributor-retailer*,
- c) an independent accredited financial counsellor; or
- d) a not-for-profit organisation providing assistance to people experiencing financial difficulty

A *hardship policy* must contain:

- a) processes to identify *small customers* experiencing payment difficulties, including identification by the *distributor-retailer* and self-identification by the *small customer*;
- b) flexible payment options (including an *instalment plan*) for the payment of accounts;
- c) an outline of a range of programs that the *distributor-retailer* may use to assist these *customers*;
- d) information about appropriate government concession programs and financial counselling services;
- e) details of the circumstances in which the *hardship policy* will cease to apply in

- respect of a particular *small customer*; and
- f) provision for periodic internal review of the *hardship policy* and its associated procedures.

11. COLLECTION OF ACCOUNTS

11.1 Reminder notices

If a *small customer* fails to pay an account by the due date for that account, the *distributor-retailer* must send a reminder notice to the *small customer* within 10 business days after the due date, in the same manner in which it sent the *small customer* the account.

If the *small customer* has referred a dispute about the account to the *EWOQ*, the *distributor-retailer* must not send additional reminder notices until the dispute has been resolved.

11.2 Security deposit

11.2.1 When a security deposit can be requested.

A *distributor-retailer* may require a *small customer* to provide a security deposit only if:

- a) the *small customer* has not provided credit history information reasonably required by the *distributor-retailer*; or
- b) the *distributor-retailer* has reasonably formed a view that the *small customer* has an unsatisfactory or no credit history.

11.2.2 Maximum amount of a security deposit that can be requested

The maximum security deposit that can be requested by the *distributor-retailer* is:

- a) 1.5 times the *small customer's* actual or estimated quarterly account, if the *small customer* is billed quarterly; or
- b) 2.5 times the *small customer's* actual or estimated monthly account, if the *small customer* is billed monthly.

A *distributor-retailer*, if holding a security deposit, must give an annual notice advising the *small customer* of the amount of the security deposit which is held.

11.2.3 Interest on security deposits

Where a *distributor-retailer* has received a security deposit from a *small customer*:

- a) the *distributor-retailer* must separately account for a *small customer's* security deposit at all times;
- b) the security deposit accrues interest at the *security deposit interest rate*;
- c) the interest on the security deposit is held by the *distributor-retailer* for the *small customer* until such time as it is used or refunded in accordance with this Code.

11.2.4 Use and reinstatement of a security deposit

The *distributor-retailer* can use the deposit and any accrued interest to cover the amount owing and any reasonable associated administrative cost if:

- a) the *small customer* has failed to pay an amount owing on an account; and
- b) the *distributor-retailer* has followed all recovery processes as outlined in this Code (which, for the avoidance of doubt, do not include bringing a recovery action against the *small customer* or restricting the *small customer's* supply).

If all or part of the security deposit is used by the *distributor-retailer*, the *small customer* must reinstate the security deposit or that part within 20 business days of receiving a written request from the *distributor-retailer*.

11.2.5 Notification of use of a security deposit

If a security deposit is used by a *distributor-retailer*, it must include in its annual statement for the affected *small customer* (referred to in section 11.2.2), details:

- a) about when the security deposit was used,
- b) about the amount of the security deposit that was used; and
- c) to enable the *small customer* to identify why the security deposit was used (i.e. which account was previously outstanding).

11.2.6 Refunding security deposits

The *distributor-retailer* must *refund* any security deposit (and any interest accrued) if the *small customer* complies with all of its payment obligations for a continuous period of two years. The *small customer* is taken to have complied with its payment obligations if it has received no more than one reminder notice and no *supply restriction* notices during the period.

11.3 Interest on overdue accounts

A *distributor-retailer* may charge interest at the *prescribed interest rate* where a *small customer* has not paid a water account, other than where the *small customer* advises the *distributor-retailer* that the *small customer* disputes the account and has requested the *distributor-retailer* review the account, or when either party has referred the matter to the EWOQ.

Note that interest is not payable where a *small customer* is subject to an *instalment plan* under section 10.2, except where an instalment payment is defaulted upon (in which case the interest only accrues on the instalment amount).

11.4 Dishonoured payments

A *distributor-retailer* may recover from a *small customer* an amount charged by a *distributor-retailer's* financial institution due to a *small customer's* payment of an account not being honoured.

The *distributor-retailer* may also charge the *small customer* a reasonable amount to cover the *distributor-retailer's* administration costs in respect of a dishonoured payment.

12. QUALITY OF SERVICES

12.1 Service quality

A *distributor-retailer* must provide a *relevant service* to the *small customer's* premises in accordance with the *distributor-retailer's customer service standards* referred to in section 5.1.

12.2 Delivery quality (flow rates)

A *distributor-retailer* must ensure that water supply to *small customer's* premises is at least equal to minimum flow rates specified in the *customer service standard* except to the extent that:

- a) the minimum flow rates cannot be met because the *small customer's* own infrastructure falls short of the required condition;
- b) there is an imposed water restriction or emergency at the relevant time;
- c) there is an unplanned or planned *interruption* at the relevant time; or
- d) supply is restricted in accordance with this Code.

12.3 Reasonable care and remedy

If the *distributor-retailer* undertakes any work on a *small customer's* premises, the *distributor-retailer* must take reasonable care in undertaking such work and restore the area subject to the works to a state that is safe and as close as reasonable to its previous state.

13. RELIABILITY OF SERVICES

13.1 Appointments

This clause applies to an appointment which:

- a) is made between the *distributor-retailer* and a *small customer* who has an existing account for the premises (or the *small customer's nominated person*); and
- b) relates to the *distributor-retailer* attending the premises¹³ for the purpose of:
 - i) reading, testing, maintaining or inspecting the meter; or
 - ii) inspecting, altering or adding to the *small customer's* water service infrastructure.

When making an appointment the *distributor-retailer* must specify a time period for the appointment which:

- a) for urban areas must not exceed a period of 5 hours within a day; or
- b) for rural areas must not exceed a period of 1 day.

The *distributor-retailer* may reschedule the appointment by providing reasonable notice before the appointment.

13.2 Supply restriction

13.2.1 Circumstances in which supply can be restricted

A *distributor-retailer* may restrict supply to a *small customer's* premises in the following circumstances¹⁴:

- a) there is a health and safety matter that requires a *supply restriction* to remedy the matter and the *small customer* has been given reasonable notice;
- b) the *small customer* has not paid an account;
- c) the *small customer's* security deposit (if any) is owing;
- d) the *small customer* has been provided with at least two reminder notices and has not sought assistance in paying the *small customer's* account; or
- e) the *small customer* has failed, more than once in a 12 month period, to comply with an agreed *instalment plan*.

13.2.2 Limitations on supply restrictions

Despite section 13.2.1, a *distributor-retailer* cannot restrict *relevant services*, if:

¹³ This section does not preclude the distributor-retailer undertaking, without an appointment, its normal meter reading and maintenance in accordance with this Code.

¹⁴ See also section 99AT of the DR Act.

- a) the premises has been registered as a *special needs premises*;
- b) the restriction would lower the flow rate for the premises to less than the *prescribed minimum flow rate*;
- c) the small *customer's* account is less than 1 month in arrears¹⁵;
- d) it has been less than one month since the *distributor-retailer* requested a security deposit¹⁶;
- e) the *distributor-retailer* has not yet given a *supply restriction* notice; or
- f) a Local Fire Ban or State of Fire Emergency has been declared in the area in which the *small customer's* premises is located.

13.2.3 Supply restriction notice

The *supply restriction* notice must give the *small customer* at least 10 business days notice of restriction of supply of *relevant services*.

The 10 business days are counted from when the account is more than 1 month in arrears or where the security deposit request is more than 1 month outstanding.

A *supply restriction* notice must:

- a) explain that if supply is restricted, the *distributor-retailer* may charge costs associated with the restriction and removal of restriction, and specify the estimated amount of these costs; and
- b) include on, or with the notice, details of the existence and operation of the *EWOQ* including the *EWOQ's* contact details.

13.2.4 Return of normal supply after supply restriction

If a *small customer* subject to a *supply restriction* rectifies the grounds on which supply was restricted, the *distributor-retailer* must return normal supply within 5 business days.

13.2.5 Costs of supply restriction

The *distributor-retailer* may charge the costs associated with the restriction and removal of restriction as notified to the *small customer* under the *supply restriction* notice in section 13.2.3.

13.3 Special needs

¹⁵ See section 99AT of the DR Act.

¹⁶ See section 99AT of the DR Act.

Where a dialysis centre provides a *distributor-retailer* with confirmation that a person at a residential premises requires continued, uninterrupted and unrestricted water supply (a *special needs customer*), the *distributor-retailer* must:

- a) register the premises as a *special needs premises*; and
- b) arrange for supply to the *special needs premises* to be given priority supply identification such that if any *planned interruption* occurs, the *special needs customer* gets at least 48 hours notice.

13.4 Unplanned interruptions

After an unplanned *interruption* to the water and/or wastewater services, the *distributor-retailer* must as far as reasonably practicable restore service in accordance with an appropriate priority level.

The priority level must take into account:

- a) the number of *customers* (including but not limited to *small customers*) affected;
- b) the type of *customers* affected; and
- c) the impact of the *interruption* on *customers* and others affected.

13.5 Bursts, leaks, blockages and spills

A *distributor-retailer* must have policies, practices and procedures to deal with a burst, leak or blockage in the *system*, including to:

- a) promptly attend the site on notification;
- b) take action to rectify the situation taking into account the potential or actual impact on:
 - i) *small customers*;
 - ii) others affected by the failure including *customers* other than *small customers*;
 - iii) premises; and
 - iv) the environment; and
- c) provide information about any unplanned interruption through a 24 hour telephone facility;
- d) ensure that, in the event of a sewerage spill on a *small customer's* property:
 - i) damage and inconvenience to small customers and others affected is minimised; and
 - ii) the sewerage spill is promptly cleaned up and the affected area disinfected.

13.6 Planned interruption

A *distributor-retailer* must provide notification to a *small customer* (or the *nominated person* of a *small customer*) of a *planned interruption* at least 48 hours prior to the *interruption*. The notice must provide details of the *planned interruption*, including when normal supply to the *small customer's* premises will be restored.

A notice may be given by mail, letterbox drop, telephone, door knock or any other means which are appropriate and reasonable in the circumstances.

If a notice is sent by post it is deemed to have been received on the second business day after posting.

However, for work that needs to be performed without delay, the *distributor-retailer* must give whatever notice is practicable and reasonable.

13.7 Provision of drinking water supplies

A *distributor-retailer* must have policies, practices and procedures in relation to providing *small customers* and others affected by *interruptions* referred to in sections 13.4 to 13.6 with access to supplies of drinking water in the case of extreme circumstances caused by the *interruption*.

14. INFORMATION

14.1 Enquiries

A *distributor-retailer* must have policies, practices and procedures to provide the following information at least during its business hours through an *enquiry facility*:

- a) account information;
- b) account payment options;
- c) fees and charges;
- d) concession entitlements offered by State and local governments;
- e) information for *small customers* who are having payment difficulties including the *distributor-retailer's hardship policy*;
- f) dispute resolution process including the *distributor-retailer's* complaints and disputes policy; and
- g) information about and contact details for the *EWOQ*.

14.2 Fees for information or advice

Unless otherwise stated in this Code, a *distributor-retailer* must not charge a fee for the provision of information or advice required under this Code.

14.3 Sustainable use of water

A *distributor-retailer* must provide information to *small customers* (and *customers* other than *small customers*) about the sustainable use of water and how *customers* may conserve water.

14.4 Account history

14.4.1 Information requests for distributor-retailer information

Upon request by a *small customer*, a *distributor-retailer* must if such data is available, provide the *small customer's* account and usage history for previous years (but not for the period before 1 July 2010 as before this date the water and wastewater services were provided by local councils).

The *distributor-retailer* may charge a reasonable fee for the production and/or mailing of such information.

The *distributor-retailer* must provide the above information to the *small customer* within 20 business days after the *small customer's* request.

14.4.2 Information requests for local council information

In some cases, *small customers* may wish to seek information which relates to use of water and wastewater services before the *distributor-retailers* took over operations from local councils.

Distributor-retailers are obliged to seek information about a *small customer's* consumption history from a local council on a *small customer's* behalf.

If the local council agrees¹⁷ to provide the consumption history to the *distributor-retailer*; and the *small customer* pays to the *distributor-retailer* any fees required by the council for provision of that information, then the *distributor-retailer* must provide the information to the *small customer* as soon as practicable after it is provided to the *distributor-retailer* by the council.

¹⁷ The *distributor-retailers* are able to access council information by agreement under section 53AI of the *DR Act*, where it is necessary to perform their functions. The effect of this provision ends on 1 July 2013. Note this is subject to the *Information Privacy Act 2009* and the *Right to Information Act 2009*.

Part C – Customer Service Charter

15. REQUIREMENT FOR CHARTER

15.1 Purpose of Charter

A *distributor-retailer* must have a customer service charter that for a *small customer*:

- a) summarises the *small customer's* and the *distributor-retailer's* respective rights and obligations;
- b) provides information about the *relevant services* performed by the *distributor-retailer*;
- c) provides information about the *distributor-retailer's hardship policy*;
- d) explains how the *distributor-retailer* will deal with complaints and disputes; and
- e) identifies that if a *small customer* remains unsatisfied, that the dispute may be referred to the *EWOQ*.

15.2 Publication of Charter

A *distributor-retailer* must:

- a) publish and maintain its customer service charter on its website; and
- b) free of charge in the first instance, make available a copy of its customer service charter to a *small customer* as soon as practicable following a request.

Part D – Definitions

‘Authorised person’ means a person with the necessary expertise, experience or approved training, who has been appointed, under the *Water Supply Act*, by the *distributor-retailer* and who may enter a non-residential part of a place for the purposes set out in Chapter 2, Part 3, Div 2 of the *DR Act*.

‘available’ in relation to whether a connection to a system is to be provided by a *distributor-retailer*, means that the *distributor-retailer* is obliged under the *water legislation* (s164 of the *Water Supply Act*) to provide the service to the relevant premises.

‘customer’ – see section 1.2.2.

‘customer service standards’ – standards of supply and service outlined in section 5.1.

‘distributor-retailer’ – see section 1.2.1.

‘DR Act’ means the *South-East Queensland Water (Distribution and Retail Restructuring) Act 2009*.

‘electronic address’ means an email, internet address or mobile device supplied by a *small customer* to a *distributor-retailer* for the purpose of receipt of accounts and other service related communications.

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

‘equipment of the distributor-retailer’ means all infrastructure which forms part of the *distributor-retailer’s system*, including the meter.

‘EWO Act’ means the *Energy and Water Ombudsman Act 2006*.

‘EWOQ’ means the Energy and Water Ombudsman Queensland under the *EWO Act*.

‘fixed access charge’ for the distribution and retail component of a *customer* account means the non-consumptive charges.

‘hardship policy’ – see section 10.3.

‘independent tester’ means a person accredited by the National Association of Testing Authorities (NATA).

‘instalment plan’ means a payment plan under section 10.2.

‘interruption’ means any temporary unavailability of water service supply to a *small customer* with an outage of the distribution network including outages affecting single premises.

‘kL’ or ‘kilolitres’ means 1000 litres

‘Minister’ means the Minister from time to time administering the *DR Act*.

‘nominated person’ may include an agent, a tenant at the *small customer’s* premises or an occupier at the *small customer’s* premises.

‘prescribed interest rate’ means a rate of interest no more than the rate of interest a local government in Queensland may charge for late payment of rates.

‘prescribed margin’ means a prescribed margin of 5%.

'prescribed minimum flow rate' means the flow rate on the premises will be at least 10 litres per minute at the tap nearest to the water meter.

'planned interruption' means a scheduled interruption to a service to a *customer* which is caused by a *distributor-retailer* to allow routine maintenance or augmentation to be carried out.

'refund' includes the payment of a credit, however if the *small customer* requests, the *distributor-retailer* must refund the amount by cheque or electronically.

'relevant service' – see section 1.3.

'security deposit interest rate' means, for any year, the bank bill swap rate for one year, as reported in the Australian Financial Review Money and Bond Market section on the first Friday of December of the previous year, less one full percentage point.

'SEQ region' or **'SEQ'** means the region as defined in the DR Act. This is further defined in s341 of the *Water Act 2000*.

'SEQ water grid' means the water services declared to be part of the market for SEQ under s3620ZCL of the *Water Act 2000*.

'small business customer' – see section 1.2.2.

'small customer' – see section 1.2.2.

'small customer (water)' – a *small customer*.

'special needs customer' means a *small customer* registered with a *distributor-retailer* under section 13.3.

'special needs premises' means a premises defined in section 13.3.

'supply restriction' or **'restriction'** as defined in section 13.2. It does not include a complete disconnection or cessation of the water supply or sewerage service.

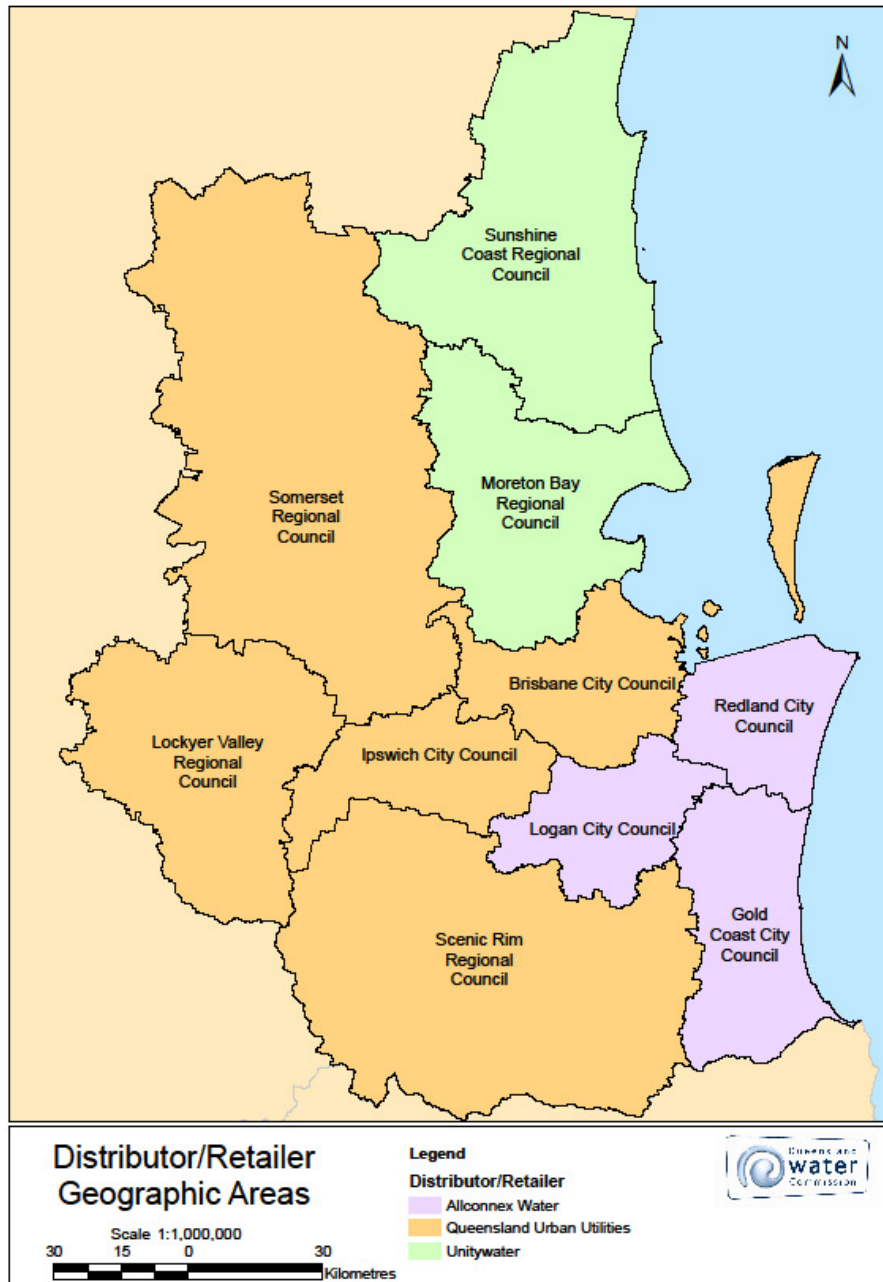
'system' means a *distributor-retailer's* physical infrastructure for providing the *relevant services*.

Water Act means the *Water Act 2000*

'water legislation' means any of the following: the *DR Act*; the *Water Act*; the *Water Supply Act* and any regulation, order, directive or statutory instrument made under any of those Acts.

'Water Supply Act' means the *Water Supply (Safety and Reliability) Act 2008*.

Attachment 1: Distributor-retailer geographic areas



Distributor-retailer geographic area ¹⁸

¹⁸ Some customers who live on or near the boundaries between distributor-retailers may not necessarily be serviced by the distributor-retailer operating in the geographic area where the premises are located.

Attachment 2: Entities who are not *customers* or *small customers*

The following table provides suggested avenues for dealing with water-related disputes if the entity is not considered to be a *small customer* for the purpose of this Code (see section 1.2.2). The table is suggestive only (consumers should seek their own advice) and does not provide a full list of people who are not covered by this Code.

Description	Circumstance	Possible avenue for disputes
<p>Residential Tenants</p>	<p>Unlike other utilities, there is no direct billing relationship between the <i>distributor-retailer</i> and the tenant. Therefore, the term <i>customer</i> does not include a tenant who receives or purchases these types of services from their landlord. Landlords are entitled to pass on the full water consumption costs to tenants where:</p> <ol style="list-style-type: none"> 1. certain water efficiency measures have been put in place for the premises; 2. the premises is individually metered; and 3. the tenancy agreement states that the tenant must pay for water consumption. <p>If the premises are not water efficient but conditions 2 and 3 above are met, the landlord can charge a tenant for water consumption that exceeds a reasonable amount. This amount should be agreed upon in the tenancy agreement.</p> <p>To avoid disputes, tenants should include a water meter reading in their Entry Condition Report and check whether the presence of water efficient devices is recorded in the Entry Condition Report. A water meter reading should also be included in the Exit Condition Report.</p>	<p>These obligations will form part of the tenancy agreement and can be dealt with as a dispute around the tenancy agreement. The Residential Tenancy Authority’s Dispute Resolution conciliation service may be able to assist.</p> <p>If agreement cannot be reached, it is possible to refer matters to the Queensland Civil and Administrative Tribunal for a hearing.</p>
<p>Retirement Villages</p>	<p>There may be no direct billing relationship between the <i>distributor-retailer</i> and the occupant. Therefore,</p>	<p>These obligations may form part of a service agreement between the occupant and the scheme operator</p>

Description	Circumstance	Possible avenue for disputes
	<p>the term <i>customer</i> does not include an occupant who receives or purchases these types of services from the retirement village’s scheme operator.</p> <p>Occupants in retirement village schemes registered under the <i>Retirement Villages Act 1999</i> have dispute resolution processes available to them under that Act in relation to disputes around charges levied under service agreements or other contracts.</p>	<p>and can be dealt with as a dispute around the service agreement.</p> <p>If agreement is not reached by negotiation between the occupant and the scheme operator, a party can apply for mediation through the Queensland Civil and Administrative Tribunal. If mediation is unsuccessful, the dispute can then be referred to the Queensland Civil and Administrative Tribunal (or if necessary a court) for a hearing.</p>
Retail Shop Leases	<p>There may be no direct billing relationship between the <i>distributor-retailer</i> and the lessee. Therefore, the term <i>customer</i> does not include a lessee who receives or purchases these types of services from the lessor.</p> <p>Lessees of retail shops and the recovery by a landlord of outgoings attributable to the use of services such as water by a lessee are governed by the <i>Retail Shop Leases Act 1994</i>.</p>	<p>These obligations may form part of the retail tenancy between the lessee and the lessor and can be dealt with as a dispute around that tenancy.</p> <p>If agreement is not reached by negotiation between the lessee and lessor, a party can apply for mediation. If mediation is unsuccessful, the dispute can then be referred to the Queensland Civil and Administrative Tribunal (or if necessary a court) for a hearing.</p>
Large customers	<p>Any non-residential <i>customer</i> whose consumption level is above the volumetric triggers outlined in section 1.2.2, will not be a <i>small customer</i> and this Code will not apply. There are however, minimum standards which apply to all <i>customers</i>, large and small.</p>	<p>These can be found in Part 4 of Chapter 4 of the <i>South-East Queensland (Distribution and Retail Restructuring) Act 2009</i> and will be summarised in each <i>distributor-retailer’s Customer Service Charter</i> on their website. Large <i>customers</i> may seek assistance from the Queensland Ombudsman (not the Energy and Water Ombudsman who only deals with <i>small customers</i>) or seek their own legal remedies.</p>