

Water codes review

Email submission

Date submitted: 26 July 2022

Submission written by: Wannon Water

Hi Edward,

Thank you for the opportunity to provide feedback on the proposed Urban Water Industry Standard. Our feedback is attached noting that similar feedback applies to the Rural Water Industry Standard.

Please note that we agree with the aspirational perspective of the proposed changes but note that some of the changes may have financial impacts associated with upgrading our systems that we are yet to quantify.

Regarding implementation, we note that the standard is effective from 1 January 2023. Clarification is sought regarding required timeframes for developing and implementing new customer charters, noting that the next price review period commences from 1 July 2023 and there is likely to be changes required to our customer charter at that time. If possible, we are seeking to avoid having to make and issue two customer charters in a short period of time. Ideally, we would make one update to our customer charters that incorporates the changes to the water industry standard and changes associated with the commencement of the new pricing period.

Thank you

Steven Kearns (he/him/his)

Branch Manager Retail Services

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Mon, Tue, Wed & Fri – 7.45am to 5.00pm

Thu – 7.45am to 11.45am

wannonwater.com.au



Title	No.	Clause	Feedback
Charges – Variation	2.1 (a)	A water business must notify each customer of any proposed variation in charges for services applicable to that customer at least five business days before they take effect.	<ul style="list-style-type: none"> We suggest this clause is not necessary as the Water Act contains requirements to publish our prices on the newspaper before they take effect It would be inefficient to send a separate letter to approximately 80% of our customers
Special meter readings	5.2	<p>(a) A water business may charge a customer an additional fee for a special meter reading.</p> <p>(b) A water business must not charge a fee to a customer for a special meter reading:</p> <ul style="list-style-type: none"> (i) if that is a self-read under clause 5.1; (ii) if the property has a digital meter; or (iii) if the customer is receiving assistance under a water business' customer support policy (pursuant to the policy in clause 10.2). <p>(c) Upon request by the customer a water business must determine a customer's outstanding charges outside of the normal billing cycle.</p> <p>(d) The water business may calculate the outstanding charges by:</p> <ul style="list-style-type: none"> (i) accepting a self-read under clause 5.1; (ii) arranging for a special meter reading at a reasonable charge payable by the customer; or (iii) where permitted by the Water Act 1989 (Vic) and this industry standard providing an estimated bill at no cost to the customer. 	<ul style="list-style-type: none"> We suggest that this clause does not apply to a "tenant meter reading fee"
Content of bills	6.3	A bill must include:.....	<ul style="list-style-type: none"> The comparison document indicated bills need to include a link to where the customer charter can be found – however the actual clause does not have any reference to the customer charter
E-bill	6.5 (b) & definitions	<p>An E-bill must include:</p> <ul style="list-style-type: none"> (i) a clear and accessible link to the full bill or instructions about how to access the full bill; (ii) the amount payable and the due date; (iii) the methods by which the bill can be paid; (iv) the customer's current water usage; (v) information about assistance that is available if a customer is experiencing difficulties paying and how to access this assistance; and (vi) information about a water business' customer support policy 	<ul style="list-style-type: none"> We send pdf bills via email The pdf bill includes the information set out in this proposed clause The items not currently included in the body of the email are (iii), (iv), (v) and (vi) It is expected that all of these items can be included in the body of the email We question the value of sub-clause (iv) and suggest this requirement be removed – including the customer's current water use on its own does not add value, noting that the bill includes a graph showing current water use compared to previous billing cycles We will need to investigate the cost to update the body of the email to also include the information set out in this proposed clause Our existing billing system is scheduled to be replaced in the second half of 2023 For bills sent via SMS, it is suggested that part of the registration for SMS bills includes a disclaimer and acknowledgement that the customer will not receive the information set out in this clause, but that it can be obtained by contacting the water business

Title	No.	Clause	Feedback
Adjustment of bills	6.7	<p>(a) A water business may recover from a customer an amount undercharged if:</p> <p>(i) except in the case of illegal use, the amount is limited to the amount undercharged in the four months prior to the water business notifying the customer that undercharging has occurred;</p> <p>(ii) the amount to be recovered is listed as a separate item and is explained on or with the customer's bill; and (iii) it allows the customer to pay the amount to be recovered in instalments over four months or through a water business' flexible payment plan in accordance with clause 7.2</p> <p>(b) A water business must not charge interest on undercharged amounts.</p> <p>(c) A water business may identify an amount undercharged as a result of a customer's illegal use of water or recycled water by estimating, in accordance with the Water Act 1989 (Vic), the usage for which the customer has not paid. In respect of this amount, a water business may exercise other rights available to it, including rights under clause 15.</p> <p>(d) If a water business overcharges a customer, it must inform the customer within 10 business days of becoming aware of the error; and refund or credit the amount overcharged in accordance with the customer's instructions.</p>	<ul style="list-style-type: none"> Consider making amendments to this clause to limit the four months back-billing to situations where the water business is at fault Our current practice is to <u>not</u> back-bill customers for errors where we are at fault, even though we are able to back-bill for up to 12 months If the customer is at fault, then back-filling could be for a longer period – perhaps unlimited, but would need to be reasonable. For example, if a customer deliberately refused access to a property preventing an actual meter reading – once an actual reading is obtained, back-filling should be able to occur if the estimated reads were less than actual reads Otherwise, this could result in water businesses over estimating water use to avoid losses through being unable to back-bill for underestimated use
Flexible payment plans	7.2 (b)	<p>On establishing a flexible payment plan or a revised plan, the water business must give the customer a schedule of payments in writing, showing:</p> <p>(i) the total number of payments to be made;</p> <p>(ii) the period over which the payments are to be made;</p> <p>(iii) the date by which each payment must be made; and</p> <p>(iv) the amount of each payment.</p>	<ul style="list-style-type: none"> In reference to clause (iii) and (iv), we suggest that details of every payment only be required when requested by the customer
Reminder notices	15.2 (a)	A water business must send a customer a reminder notice of an unpaid bill, no later than two business days after the due date if the bill is not paid by the due date.	<ul style="list-style-type: none"> Suggest that reminder notices not be issued within two days of the due date of the original bill
	15.2 (b)	A water business may commence the process set out at clause Error! Reference source not found. 4 if no response is received by the customer within seven business days of the reminder notice being sent.	<ul style="list-style-type: none"> Error should refer to clause 15.4
Final notices	15.3 (a)	A water business must send a customer a final notice of an unpaid bill if the bill is not paid by the due date of the reminder notice.	<ul style="list-style-type: none"> Subclauses noted a "a)", whereas all other subclauses are noted as "(a)"
	15.3 (b) (iii)	The final notice must include.....the due date of the final notice, which must not be earlier than 6 business days after the issue of the final notice;	<ul style="list-style-type: none"> "6" should be "six"