

# NEV Water Code of Conduct for Debt Recovery

## Document Control

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|-------------------------|-----------|-----------------------------|-------|---------------------------|-------------------|
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## History of Revisions

| Version | Revised By  | Date       | Nature of Changes                  |
|---------|-------------|------------|------------------------------------|
| Draft   | V. Tripathi | 18/05/2017 | First Draft                        |
| Rev 1   | G. Cameron  | 21/9/2017  | Revised and updated for WICA audit |
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## 1. Context

Narara Ecovillage Co-operative Limited (NEV) is creating a socially, environmentally and economically sustainable community.

As the WICA license holder, NEV will be responsible for the design, construction, commissioning, operation and maintenance of all potable, non-potable and sewerage infrastructure distribution networks from source up to the customer connection points in accordance with the Water Services Association of Australia (WSAA) guidelines.

NEV plans to produce and treat water on site for the use of households and for possible commercial applications. This aspect is critical to the success of the village and the quality of life of all those living and visiting NEV. NEV aims to be self-sufficient in providing water and be iconic in water management for a community.

## 2. Aim

The purpose of this Code of Conduct is to describe how NEV will respond to overdue customer invoices.

## 3. Scope

This Code of Conduct is applicable to all NEV water and sewer customers.

## 4. CODE OF CONDUCT

### Customer Contract

NEV will execute a customer contract with each retail customer. The contract will be unique to the scheme and will fully define all inclusions and exclusions. The details of cost to supply the customer will be fully detailed in the customer contract. The actual pricing tariffs will be published on the NEV Water website.

The Customer Contract will nominate invoicing arrangements including frequency and payment terms.

If a customer is having difficulty paying a bill or is concerned about not being able to pay on time, NEV will try to reach an achievable agreement with the customer to pay what is owing.

The options may include:

- a short extension of time;
- a payment plan to pay the account in regular instalments over an agreed time-frame;
- a budget plan where regular manageable amounts are debited from the customer's nominated account; or,
- access to a Payment Assistance Scheme that operates through the Ecovillage Benevolent Fund or other local welfare agencies.

## 5. Procedure

### Overdue Invoices

NEV will contact any customer who has not paid an invoice by the due date. Contact will typically be via telephone or by sending a reminder notice by post or email in the first instance.

NEV will continue to communicate and work with a customer to resolve any issue or dispute the customer may have with their invoice, and facilitate payment.

### Warning Notice:

At least 7 days prior to taking action for non-payment, NEV will send a payment warning notice that:

- provides information about help that is available to the customer, including information about the Energy and Water Ombudsman of NSW (EWON) and NEV's payment assistance policy; and
- advises the customer that the payment is overdue and must be paid to avoid legal action or supply restriction; and
- caution that, if legal action is taken or supply restricted, the customer may incur additional costs in relation to those actions
- Advises that NEV may charge interest on overdue invoices.

### Financial Hardship

NEV is committed to supplying our customers and acknowledge that from time to time, customers may have trouble paying an invoice by the due date.

Where a customer is unable to pay in invoice due to financial hardship, NEV will negotiate reasonable alternate payment terms. Failure to comply with the alternate payment terms may result in restriction of supply or termination of the Service Agreement.

### **Unpaid invoices and Restricted Supply**

As a last resort NEV may restrict the supply of services to a customer and/or take legal action. This will happen if:

- more than 14 days have elapsed since the issue of the reminder notice to the customer;
- more than 7 days have elapsed since the issue of the warning notice to the customer;
- NEV or its agent has attempted to make contact with the customer by telephone, email or in person, about the non-payment;
- the customer has been notified of the proposed restriction or legal action and the associated costs, including the cost of removing any restriction device; and,
- the customer has;
  - been offered a flexible payment plan and has refused or failed to respond; or
  - agreed to a flexible payment plan and has failed to comply with the agreed arrangement.

NEV will not unreasonably restrict or terminate supply to any customer. No action will be taken where there is an active dispute.

Where a notice to restrict supply is given to a customer, the conditions under which supply will be recommenced will be clearly stated.

NEV will not take steps to restrict a customer's service due to non-payment if:

- a. it is a Friday, public holiday, weekend, day before a public holiday, or after 3pm; or
- b. the customer is registered as medically dependant.

If the supply to a customer's property is restricted, NEV will continue to provide water for basic health and hygiene purposes and endeavour to notify the occupants either in person, by email or a phone call when the supply is restricted.

NEV will restore a restricted service within 24hours of becoming aware that the reason for the restriction has been resolved.

### **Contacting NEV**

NEV can be readily contacted to discuss invoicing issues via phone, email or post. Contact details are below:

Postal: 25 Research Road, Narara, NSW 2250

Phone: +61 2 4328 1588

Email: [accounts@nararaecovillage.com](mailto:accounts@nararaecovillage.com)

Web: [www.nararaecovillage.com/water](http://www.nararaecovillage.com/water)

## **Disputes**

The NEV Water customer contract will include a procedure for dispute resolution. Where a customer is not satisfied with the outcome of this process, they may choose to have the process externally reviewed.

The Energy and Water Ombudsman of NSW can be contacted on 1800 246 545. Additional contact details and a description of their services can be found at [www.ewon.com.au](http://www.ewon.com.au).