

# ENFORCEABLE UNDERTAKING

## ESSENTIAL SERVICES COMMISSION ACT 2001

Undertaking to the Essential Services Commission under section 54ZD of the  
*Essential Services Commission Act 2001*

by

Greater Western Water Corporation (ABN 70 066 902 467)

### 1. Person giving this Undertaking

1.1 This Undertaking is given by Greater Western Water Corporation (ABN 70 066 902 467) (**GWW**) to the Essential Services Commission (**Commission**), for the purposes of section 54ZD of the Essential Services Commission Act (**ESC Act**).

### 2. Background

- 2.1 GWW is a water corporation established under the *Water Act 1989 (Vic)*.
- 2.2 GWW provides water and recycled water supply, sewerage and trade waste services to approximately 564,000 residential customers and more than 47,000 non-residential customers across Melbourne and the western region. GWW operates across an area of 3,700 square kilometres stretching from Melbourne's central business district and inner suburbs to Little River in the south, Myrning in the west and Lancefield in the north.

### 3. The Commission's concerns

- 3.1 The Commission considers that GWW did not comply with clauses 6.2, 11(c) and 11(d) of the Water Industry Standard – Urban Customer Service (Versions 1 and 2) (**Water Industry Standard**), and consequently section 4F(6) of the *Water Industry Act 1994*.
- 3.2 Specifically, the Commission considers that:
- (a) GWW did not adequately protect the personal information of a customer affected by family violence by sending a bill to an address that was not the customer's specified address;
  - (b) GWW's Family and Domestic Violence Policy (**FDV Policy**):
    - (i) was unduly narrow insofar as it provides for the secure handling of information in relation to customers "identified" by GWW as experiencing or being impacted by family violence, rather than all customers on the basis that any customer may be affected by family violence but may not have been identified as such; and
    - (ii) did not properly specify the circumstances in which a family violence affected customer's debt will be waived.

### 4. Admissions and resolution

- 4.1 In order to resolve the Commission's concerns, GWW:
- (a) admits and acknowledges that:
    - (i) it failed to issue a bill to a customer's specified address, in contravention

of clause 6.2 of the Water Industry Standard;

- (ii) the FDV Policy did not specify that protections for the secure handling of customer information apply to all customers who are affected by family violence including those that had not identified as experiencing family violence and did not specify the circumstances in which GWW will waive the debt of a customer who is affected by family violence, in contravention of clauses 11(c) and 11(d) of the Water Industry Standard
- (b) has undertaken the following actions:
- (i) replaced its billing system, removing the manual process that allowed the underlying cause of the billing incident to occur; and
  - (ii) engaged with the relevant customer directly to discuss the incident and support the customer.
- (c) and further undertakes to:
- (i) review and update its FDV policy, associated processes and training in accordance with the Compliance Improvement Action Plan (**Action Plan**) contained in Annexure A;
  - (ii) evaluate and monitor compliance of GWW's new billing system with the Water Industry Standard, as set out in the Action Plan;
  - (iii) appoint an independent auditor to prepare a report on GWW's implementation of the Action Plan, and provide a copy of the report to the Commission.
- (d) will, on and from the Commencement Date, and at its own expense:
- (i) implement the Action Plan in accordance with the requirements set out in Annexure A;
  - (ii) maintain the Action Plan for a period of 24 months from the Commencement Date;
  - (iii) provide copies of any documents described in Annexure A when requested by the Commission.

## 5. Commencement and Term of Undertaking

- 5.1 This Undertaking must be executed by GWW.
- 5.2 This Undertaking comes into effect on the date when GWW is given notice of the Commission's acceptance of the Undertaking (**Commencement Date**).
- 5.3 The Undertaking remains in effect for 24 months from the Commencement Date.

## 6. Compliance with Undertaking

- 6.1 In the event that GWW has reason to believe that it has not complied with a requirement of this Undertaking, it will report a non-compliance to the Commission within 15 business days of becoming aware of the non-compliance.
- 6.2 GWW will provide further information or particulars to the Commission concerning any possible non-compliance reported to the Commission within a reasonable time upon request by the Commission.

## 7. Maintaining Records and Monitoring of Undertaking

- 7.1 GWW commits to maintaining records confirming any actions, steps, or measures it takes pursuant to meeting the terms of this Undertaking and retaining those records

for a period of at least seven years following the conclusion of this Undertaking.

- 7.2 GWW will produce any records in relation to any actions, steps, or measures it is required to take under this Undertaking to the Commission if requested during the term of the undertaking or within seven years following the conclusion of this Undertaking.
- 7.3 For the purpose of monitoring, GWW will:
  - (a) update its Executive Leadership Team on the implementation of the Action Plan every six (6) months;
  - (b) provide the GWW Board a 6-monthly report on the implementation of the Action Plan;
- 7.4 GWW will provide reports to the Commission on progress made toward implementing the terms of this Undertaking at six months, 12 months and 18 months after the Commencement Date.
- 7.5 Within one month prior to the conclusion of the term of this Undertaking, GWW will provide a final report to the Commission on its implementation of, and/or compliance with, the terms of this Undertaking.

## **8. Acknowledgements and Publication of Undertaking**

- 8.1 GWW acknowledges that:
  - (a) the Commission will make this Undertaking publicly available by publishing it on its website and in its online Register of Enforcement Action;
  - (b) the Commission may from time to time, make public reference to this Undertaking including in news media statements and in Commission publications;
  - (c) this Undertaking in no way limits or affects any rights or remedies available to any other person arising from the conduct; and
  - (d) the Commission may publish a summary of the independent auditor's reports on GWW's implementation of the Action Plan on its website and in its online Register of Enforcement Action.
- 8.2 GWW commits to publishing a copy of this Undertaking on a website maintained by GWW for the period of this Undertaking.
- 8.3 GWW commits to publishing a notice summarising the purpose and key terms of this Undertaking, to be approved by the Commission, prominently on a website maintained by GWW for the term of the Undertaking or a period agreed by the Commission.
- 8.4 GWW acknowledges it must pay all its own costs in relation to this Undertaking including costs associated with remediation or compensation associated with this Undertaking, and costs related to implementation of the Action Plan.

**Executed as an Undertaking**

Executed by **Greater Western Water Corporation ABN 70 066 902 467** by its authorised person under Instrument of Delegation current as at the date of signing, who states that they have received no notice of any revocation of their authority:

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\_\_\_\_\_  
Authorised person (Signature)

Maree Lang  
\_\_\_\_\_  
Name of authorised person (Print)

Managing Director  
\_\_\_\_\_  
Authorised person position (Print)

Dated: 19 August 2024

Accepted by the Essential Services Commission pursuant to section 54ZD of the Essential Services Commission Act 2001 and signed on behalf of the Commission:

  
\_\_\_\_\_  
Sarah Sheppard  
Chief Executive Officer

29 August 2024  
\_\_\_\_\_  
Date

## **ANNEXURE A**

GWW undertakes to implement the Compliance Improvement Action Plan (**Action Plan**) by undertaking the actions set out in this Annexure.

### **A1. Review of Domestic and Family Violence Policy and associated processes**

- A1.1 Within 12 months of the Commencement Date, GWW will review its Family and Domestic Violence Policy and associated processes relating to:
- (a) the process for separating customer accounts and creating new accounts; and
  - (b) the process for reviewing and updating customer details, particularly contact information.
- A1.2 The reviews referred to in clause A1.1 above will be carried out by an independent reviewer (or reviewers) with expertise in family violence and Victoria's water legislation, and they will be required to provide a report on their findings and recommendations to GWW within 3 months of being appointed.
- A1.3 GWW will provide the Commission a copy of the report, together with GWW's response to the findings and recommendations of the independent reviewer (or reviewers) referred to in clause A1.2, within 3 months of the report being provided to GWW. The response will articulate which recommendations, in whole or part, GWW intend to implement and the associated timeframes.
- A1.4 Within 12 months of the Commencement Date, GWW will also review its Family and Domestic Violence Policy and include information to provide greater clarity that protections for the secure handling of customer information apply to all customers who are affected by family violence and to specify the circumstances in which GWW will waive the debt of a customer who is affected by family violence..

### **A2. Training**

- A2.1 GWW will ensure that:
- (a) Customer facing teams within the GWW Customer Experience function will undertake specialist domestic and family violence training to support identification of customers who may be affected by domestic or family violence, handling customer disclosures with empathy, protecting data, privacy and confidentiality (including training on the procedures to follow to ensure that the correct billing address is used), providing support and protection and effective handling of perpetrator interactions as part of their induction when commencing their employment and annually;
  - (b) the Executive Leadership Team and Senior Leaders of GWW will undertake domestic and family violence awareness training, presented by an expert in family violence, to support an understanding of the types of domestic and family violence and best practice in family violence protection annually.
- A2.2 GWW will maintain a record of the training provided under clause A2.1 including number of attendees, the content of the training, and the dates the training was completed.
- A2.3 The training referred to in clause A2.1 will be reviewed annually by an independent person (or persons) with expertise in family violence and Victoria's water legislation.
- A2.4 The training provided under clauses A2.1(a) and A2.1(b) will commence within 6 months from the Commencement Date.

### **A3. Billing system compliance monitoring**

- A3.1 GWW will conduct compliance checks of customer interactions to ensure customers who have separated their accounts are not coupled together in GWW's billing system for these new separate accounts. These checks will commence within 3 months of the Commencement Date, and be conducted quarterly using a sample of 4 per cent of customer interactions.
- A3.2 The compliance checks referred to in clause A3.1 will be undertaken by the Customer Assist Team, overseen by the General Manager, Customer Experience.
- A3.3 Within 3 months of the Commencement Date, GWW will implement a compliance monitoring and improvement plan where, at least every six months the results of the compliance checks referred to in clause A3.1, together with any breaches, will be analysed to determine whether any measures should be put in place to promptly detect and remedy non-compliance based on the root cause of any identified issues.

### **A4. Review of compliance with Action Plan**

- A4.1 The Executive Leadership Team will oversee the compliance monitoring program in clause A3 and implementation of this Action Plan.
- A4.2 Within 3 months of the completion of A1.3, GWW will appoint a suitably qualified third party with relevant expertise (**Independent Auditor**) to complete a review of GWW's implementation of the Action Plan (**Implementation Review**) and will notify the Commission of the nominated Independent Auditor. GWW will instruct the Independent Auditor to complete the Implementation Review and prepare a report that identifies whether GWW has implemented the Action Plan and the adequacy of that implementation.
- A4.3 GWW will use best endeavours to ensure the Independent Auditor appointed for the Implementation Review:
  - (a) completes the Implementation Review within 90 business days of their appointment, by provision of the report referred to above to GWW; and
  - (b) has appropriate access to all staff, records, documentation and information necessary to conduct the Implementation Review.
- A4.4 Within five business days of receipt of the Implementation Review report, GWW will provide a copy of the report to the Commission.
- A4.5 Within 20 business days of receipt of the Implementation Review report, GWW will provide the Commission its response to any recommendations of the Independent Auditor including proposed steps or timings for implementation as relevant.