

IN THE MATTER OF GREATER WESTERN WATER CORPORATION

Approved exceptions to billing cycles

Enforceable undertaking accepted by the Essential Services Commission

PART A – INTRODUCTORY MATTERS

1. Application of this document.

- 1.1 **Part A** of this document contains introductory and general matters which apply to Parts B and C.
- 1.2 **Part B** of this document sets out certain exceptions to billing cycle requirements, applying to Greater Western Water Corporation (ABN 70 066 902 467) (**GWW**), which are hereby approved by the Essential Services Commission (**Commission**) for the purpose of clause 6.1 of the Water Industry Standard – Urban Customer Service (**WIS**).
- 1.3 **Part C** of this document, including Annexure A, is an enforceable undertaking, given by GWW to the Commission, pursuant to section 54ZD of the *Essential Services Commission Act 2001* (Vic) (**ESC Act**) (**Undertaking**).

2. Background

- 2.1 GWW is a “water corporation” and a “metropolitan water corporation” established under the *Water Act 1989* (Vic) (**Water Industry Act**), and a “water business” as defined in the WIS.
- 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 kilometers stretching from Melbourne's central business district and inner suburbs to Little River in the south, Myrniong in the west and Lancefield in the north.
- 2.3 Relevantly, under the WIS:
 - a) clause 6.1(a) provides that a water business' billing cycle must be at least quarterly unless otherwise approved by the Commission;
 - b) clause 6.2(a) provides that a water business must send (directly, or through an E-bill) a bill to (i) a customer at the physical or electronic address specified by the customer, or (ii) a customer's agent or representative at the physical or electronic address as specified by the customer;
 - c) clause 6.3 provides for the content that a bill must include, which includes the amount that the customer is required to pay, and information on concessions available and any concession to which the customer may be entitled;
 - d) clause 6.5(b) provides for the content of an E-bill if a water business sends an E-bill;

- e) clause 6.7(a) provides that a water business may recover from a customer an amount undercharged if, among other requirements, and 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;
- f) clause 6.7(d) provides that, 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; and
- g) clause 7.1(a) provides that a water business must accept payment from customers, among other means, (v) by direct debit arrangement in accordance with any agreement between the water business, the customer and the customer's bank, and (vi) in advance.

3. Conduct of concern

- 3.1 In the period following 29 May 2024, GWW failed to comply with multiple provisions of the WIS on certain occasions, and consequently section 4F(6) of the Water Industry Act.
- 3.2 Specifically, the implementation of GWW's new billing and collections payment system, which went live on 29 May 2024, caused widespread data migration and billing errors which resulted in the contraventions. The different contraventions impacted customers in different ways, with some contraventions affecting a significant number of customers over large periods of time. These contraventions include that GWW on certain occasions:
 - a) failed to have a quarterly billing cycle for customers, by suspending the regular issue of bills, in contravention of clause 6.1(a) of the WIS;
 - b) failed to send bills to customers at a physical or electronic address specified by the customer, in contravention of clause 6.2(a) of the WIS;
 - c) failed to include all required content on bills, and in particular failed to include any concession to which the customer may be entitled, in contravention of clause 6.3(o) of the WIS;
 - d) failed to include all of the required information on E-bills sent to customers, in contravention of clause 6.5(b) of the WIS;
 - e) failed to inform, repay or credit customers, who were overcharged by reason of incorrectly calculating or applying concessions, in the manner required or within the required timeframe, in contravention of clause 6.7(d) of the WIS; and
 - f) failed to accept payment from customers by direct debit arrangement and accept payment from customers in advance, in contravention of clause 7.1(v) and (vi) of the WIS. Specifically, GWW acknowledges that it turned off direct debit availability for

customers who have direct debit in full arrangements with GWW, in circumstances where it did not inform customers that it did so and continued allowing customers to sign up to direct debit agreements even though it knew that it could not accept payment via direct debits.

4. Admissions and resolution

4.1 GWW admits and acknowledges that it engaged in the conduct described in clause 3.2, by which it contravened the WIS and section 4F of the Water Industry Act.

4.2 Since May 2024, GWW has completed the following actions:

- a) increased the number of staff in technology and billing teams to restore billing to be closer to pre-go-live levels, with most customers now receiving quarterly bills on time;
- b) increased the number of customer service staff available to return to appropriate levels of service for customers, including reducing the significantly higher average call-wait time and call-abandonment rates, and increasing face-to-face customer support;
- c) strengthened GWW executive and Board oversight and its management of risks for future system changes;
- d) updated customer bills to make them easier to understand and provided remediation to individual customers;
- e) participated in an independent review at the request of the Minister for Water and accepted all of the recommendations of that review.

4.3 GWW estimates that:

- a) by its undertaking in clause 12.2 of Part C, the value of the charges that it has undertaken not to bill are in the amount of approximately \$75 million (based on average bills); and
- b) by its undertakings in clauses 12.1, 14.1 and 16.1 of Part C, the value of the credits to be provided to customers is expected to be approximately \$55 million.

5. Purpose of the approved exceptions to billing cycles and the Undertaking

5.1 The Commission's purpose in approving the exceptions in **Part B** and accepting the Undertaking in **Part C** is to:

- a) promote the long-term interests of Victorian consumers in relation to the regulated water industry;
- b) ensure that GWW ceases certain conduct that contravenes the WIS, and meets its obligations under the WIS, as modified by the approved exceptions to billing cycles,

going forward;

- c) promote GWW's timely return to compliance with quarterly billing cycles, as required by clause 6.1 of the WIS;
- d) provide redress for residential and small business customers of GWW who are adversely affected by the contravening conduct;
- e) establish within GWW such structures and procedures that will assist to detect and prevent any future contraventions of the WIS; and
- f) increase public awareness and promote general education and compliance of the WIS and deterrence of contraventions of the WIS by GWW and other water businesses.

6. Definitions

6.1 The following definitions apply:

"Commencement Date" means the date by which (a) this document is executed by GWW, (b) this document so executed is accepted by the Commission, and (c) GWW is given written notice of the Commission's acceptance of the Undertaking (as set out in **Part C** of this document);

"2024 Charges" means water and sewage charges (including both usage and network charges) for the period 1 January 2024 to 31 December 2024;

"January to March 2025 Charges" means water and sewage charges (including both usage and network charges) for the period 1 January 2025 to 31 March 2025;

"April 2025 to June 2026 Charges" means water and sewage charges (including both usage and network charges) for the period 1 April 2025 to 30 June 2026;

"direct debit in full" means where a customer's full bill is direct debited each billing period;

"EWOV" means the Energy and Water Ombudsman Victoria;

"large business customer" means a customer that is not a residential customer or a small business customer (as defined in the WIS);

"quarterly usage period" means the three monthly period over which water usage data is collected and analysed by GWW for the purposes of calculating water usage charges;

"small business customer", as defined in the WIS, means a non-employing business (including sole proprietorships and partnerships without employees) or a business employing fewer than 20 people which has an active Australian Business Number.

7. Acknowledgements and Publication

7.1 GWW acknowledges that:

- a) the Commission will make this document (including the Undertaking in **Part C**) 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 document (including the Undertaking in **Part C**), including in news media statements and in Commission publications;
- c) the Commission may publish a summary of the independent auditor's reports on GWW's implementation of the Undertaking in **Part C** and the Action Plan (referred to in Annexure A of the Undertaking) on its website and in its online Register of Enforcement Action;
- d) the Undertaking in **Part C** (as distinct from the approvals in **Part B**) in no way limits or affects any rights or remedies available to any other person arising from GWW's conduct; and
- e) nothing in the Undertaking in **Part C** is intended to restrict the right of the Commission to take action under the Essential Services Commission Act for relief in the event GWW does not fully implement and/or perform its obligations under the Undertaking or in relation to any other event.

7.2 GWW commits to publishing prominently on a website maintained by GWW for a period of three (3) years from the Commencement Date:

- a) a copy of this document; and
- b) a notice and media release, in a form to be approved by the Commission, summarising the purpose and key terms of this document.

7.3 GWW acknowledges it must pay all its own costs in relation to this document (including the Undertaking in **Part C**), including any costs associated with remediation or compensation, and costs related to implementation of the Action Plan.

PART B – APPROVED EXCEPTIONS TO BILLING CYCLES

8. Scope of this Part

8.1 This Part sets out the approved exceptions to billing cycles, applying to GWW, which are hereby approved by the Commission for the purpose of clause 6.1(a) of the WIS.

9. Approved exceptions which apply to all customers

9.1 In respect of all 2024 Charges for which any bill was issued prior to **1 September 2025**, the requirement for GWW's bills to be issued at least quarterly does not apply.

9.2 In respect of all January to March 2025 Charges, provided that these amounts are billed by GWW to customers no later than **12 months from the end of the** quarterly usage period in question, the requirement for GWW's bills to be issued at least quarterly does

not apply, so long as:

- a) in the bill issued, the amount to be recovered from the previous quarters is listed as a separate item and is explained on or with the customer's bill;
- b) the bill issued allows the customer to pay the amount to be recovered from the previous quarters in instalments over four months or through a water business' flexible payment plan in accordance with clause 7.2 of the WIS.

9.3 In respect of all April 2025 to June 2026 Charges, the requirement for GWW's bills to be issued at least quarterly does not apply, provided that GWW has:

- a) given notice to the customer in compliance with clause 1 of Annexure A of the Undertaking;
- b) issued any bill to customers within 12 months of the end of the quarterly usage period in question;
- c) in the bill issued, the amount to be recovered from the previous quarters is listed as a separate item and is explained on or with the customer's bill; and
- d) the bill issued allows the customer to pay the amount to be recovered from the previous quarters in instalments over four months or through a water business' flexible payment plan in accordance with clause 7.2 of the WIS.

10. Approved exceptions in respect of large business customers only

10.1 In relation to large business customers only, in respect of all 2024 Charges, provided that these amounts are billed by GWW to those customers by no later than **28 February 2026**, the requirement for GWW's bills to be issued at least quarterly does not apply, so long as:

- a) in the bill issued, the amount to be recovered from the previous quarters is listed as a separate item and is explained on or with the customer's bill, and
- b) the bill issued allows the customer to pay the amount to be recovered from the previous quarters in instalments over four months or through a water business' flexible payment plan in accordance with clause 7.2 of the WIS.

PART C – ENFORCEABLE UNDERTAKING

11. Scope of this Part

11.1 This Part sets out the terms of the Undertaking, given by GWW to the Commission pursuant to section 54ZD of the ESC Act.

12. Undertaking in respect of 2024 Charges

12.1 In respect of any bills issued to residential or small business customers containing 2024 Charges, prior to 1 September 2025, where the bill was issued either:

- a) more than 7 months since that customer's previous bill in respect of the property in question; or
- b) for a new customer, more than 7 months since that customer first became registered with GWW in respect of the property in question,

GWW will:

- c) for current customers, apply an \$80 credit to the customer's account; and
- d) where the account has been closed:
 - (i) provide a scheme where the former customer can provide their payment details and apply for a payment of \$80, within 12 months of the Commencement Date; and
 - (ii) publicise that scheme on its website and by letters to the affected customers (where practicable), such communications to be approved by the Commission.

12.2 GWW will not bill any further 2024 Charges for residential and small business customers that were not charged in previous bills issued before **1 September 2025**.

12.3 GWW will not seek to recover or retain any payments for 2024 Charges for residential and small business customers, unless those charges were billed prior to 1 September 2025.

13. Undertaking in respect of April 2025 to June 2026 Charges

13.1 GWW will not issue a bill or seek to recover or retain payments for any April 2025 to June 2026 Charges imposed on residential and small business customers that have experienced a delay in the delivery of their bill, unless GWW has given notice to the customer in compliance with clause 1 of Annexure A of the Undertaking.

14. Redress for 2025 and 2026 bills

14.1 For any January to March 2025 Charges or April 2025 to June 2026 Charges, for

any residential and small business customer that:

- a) has not been issued a bill for those charges as at **1 September 2025**; and
- b) has experienced a delay of between four (4) and twelve (12) months in the issue of their bill (from the end of the quarterly usage period to be billed);

GWW will provide redress by adding a credit to a customer's account based on the following sliding scale:

- c) bills sent more than 4 months from the end of the quarterly usage period in question, up to 6 months - \$80 account credit;
- d) bills sent more than 6 months from the end of the quarterly usage period in question, up to 9 months - \$160 account credit
- e) bills sent more than 9 months from the end of the quarterly usage period in question, up to 12 months from the end of the quarterly usage period in question - \$240 account credit.

This redress is not cumulative and does not apply to quarterly usage periods where GWW has credited the water and sewerage charges for the full period. It is a one off account credit based on the longest period of delay and will be credited to a customer's account for the first billing period that the customer's bill is not delayed.

[Example: if a customer is issued two bills, sent 10 months after the end of one quarter and 7 months after the end of the next quarter, the customer will be entitled to a \$240 account credit only, not \$400.]

15. No future billing where delay of more than 12 months

15.1 GWW will not:

- a) issue a bill (except a bill in respect of a credit or zero dollar amount) to any residential and small business customer for any January to March 2025 Charges or April 2025 to June 2026 Charges more than 12 months from the end of the quarterly usage period in question; or
- b) seek to retain or recover payments for such charges, unless they were billed within 12 months from the end of the quarterly usage period in question.

16. Direct debit arrangements

16.1 For any residential and small business customer that:

- a) had a direct debit in full arrangement in place; and
- b) that direct debit in full arrangement was cancelled, switched off, or otherwise impacted by the conduct acknowledged in clause 3.2(f) above;

GWW will provide the customer with a \$80 account credit.

16.2 In respect of such customers whose accounts have been closed, GWW will:

- a) provide a scheme where the former customer can provide their payment details and apply for a payment of \$80, within 12 months of the Commencement Date; and
- b) publicise that scheme on its website and by letters to the affected customers (where practicable), such communications to be approved by the Commission.

17. Compliance Improvement Action Plan

17.1 GWW will improve its compliance and implement a 'compliance uplift' program in accordance with the Compliance Improvement Action Plan contained in Annexure A to this Undertaking (**Action Plan**).

17.2 GWW will, on and from the Commencement Date, and at its own expense:

- a) implement the Action Plan in accordance with the requirements set out in Annexure A;
- b) maintain the Action Plan for a period of three (3) years from the Commencement Date; and
- c) for a period of four (4) years from the Commencement Date, provide copies of any documents described in Annexure A when requested by the Commission.

18. Redress Fund

18.1 If the total of all credits issued to customers in accordance with clauses 12.1, 14.1 and 16.1 does not exceed an amount of \$55 million **within 2 years of the Commencement Date**, the difference will be distributed in accordance with the following priorities, subject to the plan for the distribution being approved by the Commission:

- a) as additional credits to customers affected by the conduct admitted in clause 3.2 above;
- b) as credits to customers experiencing vulnerability; and
- c) as a payment to a third party entity approved by the Commission.

19. Referral to EWOV

19.1 Clause 19.2 applies to bills that:

- a) include any 2024 Charges, January to March 2025 Charges, or April 2025 to June 2026 Charges; and
- b) were issued between four (4) and twelve (12) months from the end of the quarterly usage period billed.

19.2 If a customer makes a complaint to GWW in relation to any bills to which this clause

applies, GWW will notify the complainant (in writing upon the receipt of the complaint) that they may complain further to EWOV, and provide the complainant with EWOV's contact details.

20. Commencement of Undertaking

20.1 This Undertaking comes into effect on the Commencement Date.

21. Compliance with Undertaking

21.1 For the period of three (3) years from the Commencement Date, in the event that GWW has reason to believe that it has not complied with a requirement of this Undertaking or with any of the provisions of the WIS set out in clause above, it will report the non-compliance to the Commission within 15 business days of becoming aware of the non-compliance.

21.2 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.

22. Maintaining Records and Monitoring of Undertaking

22.1 GWW will maintain 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 10 years from the Commencement Date.

22.2 Unless agreed with the Commission otherwise, GWW will produce, within 30 days of the request, any records in relation to any actions, steps, or measures it is required to take under this Undertaking to the Commission if requested within 10 years from the Commencement Date.

22.3 For the purpose of monitoring, for the period of three (3) years from the Commencement Date, GWW will:

- a) update its Executive Leadership Team on the implementation of the Action Plan every three (3) months;
- b) within two (2) months of each six (6) month anniversary of the Commencement Date, provide its Board with six (6) monthly Implementation Review reports on the implementation of the Action Plan, as set out in the Action Plan.

22.4 On a date that is three (3) years and two (2) months from the Commencement Date, GWW will provide the Commission with a final report detailing its implementation of, and compliance with, the terms of this Undertaking.

ANNEXURE A TO UNDERTAKING: Compliance Improvement Action Plan

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

Delayed bills after the commencement of the Undertaking

1. For residential and small business customers who experience delayed bills after the Commencement Date, GWW will:
 - 1.1. within 4 months of the end of the quarter to be billed, notify the customer of the delay in issuing their bill;
 - 1.2. include in that notification an estimated amount (based on typical residential and small business customer quarterly bills), which must state clearly that it need not be paid until the amount of the usage is confirmed;
 - 1.3. upon the later issue of a confirmed bill, offer a payment plan to assist the customer to pay the confirmed amount, and inform the customer of the steps the customer needs to take to access the payment plan; and
 - 1.4. inform the customer of their right to complain to EWOV, and provide contact details for EWOV.

Direct debit in full customers

2. In relation to the conduct acknowledged in clause 3.2(f) of the Undertaking above, at least two (2) weeks prior to the recommencement of direct debit functionality for direct debit in full customers, GWW will issue a clear written communication to those customers to explain the suspension of direct debit availability and how the reactivation of direct debit availability will affect them. This communication must include the dollar amount of any outstanding debt that the customer will be paying in the first direct debit upon recommencement, and include alternative payment options, including payment plans. GWW will also confirm the amounts to be debited with the customer via email or SMS at least seven (7) days before the first direct debit occurs.

Customer confidence and communication improvements

3. Within three (3) months of the Commencement Date, GWW will design, develop and distribute customer communications, in consultation with the Commission, to be sent with customer bills or E-bills for the following six (6) months, to inform customers of this Undertaking, and to assist its customers in reading and understanding their bills.
4. Within four (4) months of the Commencement Date, GWW will complete a comprehensive review of its customer communication framework. This review will have input from community sector organisations (as agreed with the commission) and be undertaken by an appropriately qualified independent consultant appointed by GWW, at GWW's expense. GWW will publicly

publish a summary of the review within one (1) month of its completion.

5. Within four (4) months of the Commencement Date, GWW will complete a review of its hardship grant application process, including proactive outreach and ways in which it may expand assistance to its customers. This review will be undertaken by an appropriately qualified independent consultant engaged by GWW, at GWW's expense. GWW will publicly publish a summary of the review within one (1) month of its completion.
6. Within one (1) month of the Commencement Date, GWW will produce public reporting on return to service metrics, on a monthly basis. This will be published on GWW's website at monthly intervals.

Customer contacts

7. Within one (1) month of the Commencement Date, GWW will put in place monitoring and quality assurance checks of its inbound customer service call levels, to monitor key metrics including average wait times, abandonment rates and peak wait times with a comparison to pre-go-live levels. In the event of average wait times exceeding key metric triggers, GWW will temporarily scale up customer service resources until average wait times reduce to below those key metric triggers.
8. GWW will ensure customers can continue to receive the support they need as they need it, including face-to-face support service at GWW offices in Footscray and Sunbury, and through targeted customer care days when required, for at least six (6) months from the Commencement Date. Demand for face-to-face demand and customer care days will be reassessed by GWW at the end of this period, and GWW will determine if they are still required.

Compliance Management System

Appointments

9. GWW will establish a compliance program for its billing system ecosystem, to ensure compliance with the WIS (**Compliance Program**). The Compliance Program must comply with the Australian Standard ISO 37301:2023 (or International Standard 37301:2021) (ISO 37301:2023), and each of the below requirements in this Annexure. To the extent that the below requirements are inconsistent with ISO 37301:2023, the requirements in ISO 37301:2023 prevail. For the purposes of this Undertaking, "billing system ecosystem" means the Oracle Customer Cloud Service platform and associated systems and processes to support the GWW Customer Experience function.
10. Within 90 days of the Commencement Date, GWW will appoint a senior manager with suitable qualifications or experience in corporate compliance as responsible for ensuring the Compliance Program is effectively designed, implemented and maintained (**Compliance Officer**).

11. Within 90 days of the Commencement Date, GWW will appoint a suitably qualified, external compliance professional (**Compliance Advisor**).

Risk Assessment

12. GWW will instruct the Compliance Advisor to:
 - 12.1. conduct a risk assessment (an external assurance process) within 120 days of being appointed as the Compliance Advisor (**Risk Assessment**); and
 - 12.2. provide GWW a written report outlining the findings (**Risk Assessment Report**) within 60 days of conducting the Risk Assessment.
13. GWW will use its best endeavours to ensure that the Risk Assessment Report:
 - 13.1. identifies the potential deficiencies in GWW's compliance systems relating to the billing system ecosystem which may create a material risk of GWW being in non-compliance with the WIS, taking into account but not limited to the contraventions for which admissions are made in this Undertaking, GWW's billing systems accuracy and its compliant handling procedures;
 - 13.2. qualitatively assesses the likelihood of these risks occurring;
 - 13.3. identifies where there may be gaps in GWW's existing compliance strategy procedures for managing these risks; and
 - 13.4. provides recommendations for any actions (including, but not limited to, controls and processes) to be taken by GWW based on the Risk Assessment.

Compliance Policy

14. GWW will, within 60 days of the Commencement Date, issue a policy statement outlining GWW's commitment to compliance with the WIS (Compliance Policy).
15. GWW will ensure that the Compliance Policy:
 - 15.1. contains a statement of commitment to compliance with the WIS;
 - 15.2. contains an outline of how the commitment to compliance with the WIS will be realised within GWW, including appropriate key performance indicators for GWW's commitment to compliance;
 - 15.3. contains a requirement for all staff of GWW to report any Compliance Program related issues and compliance concerns to the Compliance Officer.

Staff training and induction

16. GWW will ensure that the Compliance Program includes a requirement for regular (at least annual) training for all officers, employees, representatives and agents of GWW (**Staff Training**), whose duties may potentially lead to or involve GWW contravening the WIS.
17. GWW will ensure that the Compliance Program includes a requirement that awareness of GWW's obligations under the WIS forms part of the induction (**Induction**) of all new officers, employees, representatives and agents whose duties may potentially lead to or involve GWW contravening the WIS.
18. GWW will ensure that the content of the Staff Training and Induction is reviewed and settled by a suitably qualified compliance professional or lawyer on at least an annual basis.

Reports to GWW Board/Leadership team

19. GWW will ensure that the Compliance Officer reports to the GWW Board:
 - 19.1. initially, in relation to the establishment of the Compliance Program and Risk Assessment Report consistent with ISO 37301:2023; and
 - 19.2. thereafter, every six (6) months on the continuing effectiveness of the Compliance Program.

Compliance Review

20. GWW will, 12 months after receiving the Risk Assessment Report, cause a review of the Compliance Program (**Review**) to be carried out by the Compliance Advisor or another suitably qualified, independent compliance professional (**the Reviewer**), including:
 - 20.1. whether the Compliance Program adequately covers areas identified in the Risk Assessment or previous Compliance Report as the case may be, and if not, what needs to be further addressed;
 - 20.2. whether the implementation of the Staff Training and Induction is materially consistent with the requirements of this Compliance Management System, and if not, what aspects need to be further developed;
 - 20.3. whether there are any potential deficiencies in GWW's Compliance Program that may create a material risk of GWW being in non-compliance with the WIS (**Material Risk**), and if so, recommendations for addressing the Material Risk.
21. GWW will use its best endeavours to ensure that within 30 days of the completion of the Review, the Reviewer includes the findings of the Review in a report to the Compliance Officer.
22. The Compliance Officer, within two (2) months of receiving the Review, must:
 - 22.1. provide the Review to the GWW Board; and

- 22.2. where a Material Risk has been identified by the Reviewer in the Compliance Report, provide a report to the GWW Board identifying how GWW can implement any recommendations made to address the Material Risk.

Implementation Reviews

23. Within four (4) months of the commencement of the Action Plan, GWW will appoint a suitably qualified third party with relevant expertise (**Independent Auditor**) to review GWW's implementation of this Undertaking and the Action Plan (**Implementation Reviews**) and will notify the Commission of the nominated Independent Auditor.
24. GWW will instruct the Independent Auditor to:
- 24.1. complete Implementation Reviews at the six-monthly milestones of the Undertaking; and
 - 24.2. prepare reports within 60 days of the Implementation Reviews that identify whether GWW has implemented the Undertaking and the Action Plan and the adequacy of that implementation.
25. GWW will use best endeavours to ensure the Independent Auditor who is appointed for the Implementation Reviews:
- 25.1. completes the Implementation Reviews;
 - 25.2. has appropriate access to all staff, records, documentation and information necessary to conduct the Implementation Reviews; and
 - 25.3. consults with community sector organisations (as agreed with the commission) and EWOV when conducting the Implementation Reviews, including to seek sample complaints made to EWOV in relation to GWW for the period under review.
26. Within 60 business days of receipt of the Implementation Reviews reports, GWW will provide a copy of the report to the Commission along with its own report on progress made toward implementing the terms of the Undertaking, including GWW's response to the most recent Implementation Reports, and proposed steps and timings as relevant.

Executed

Executed by **Greater Western Water Corporation ABN 70 066 902 467** by its authorised person under delegation from the Board of Directors, who states that they have received no notice of any revocation of their authority:

)
)
)
)
)



Authorised person (Signature)

LISA NEVILLE

Name of authorised person (Print)

CHAIR

Authorised person position (Print)

Dated: 30 October 2025

Executed by the **Essential Services Commission** pursuant to section 54ZD of the ESC Act and clause 6.1 of the WIS and signed on behalf of the Commission:



Gerard Brody, Chairperson

Name, Chairperson

Dated: 31 October 2025