

BARANGAROO SOUTH

RETAIL SUPPLY MANAGEMENT PLAN

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REVISION 4



BARANGAROO

SOUTH

RETAIL SUPPLY MANAGEMENT

PLAN

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1. Introduction

This document provides a description of the policies and practices, of Lendlease Recycled Water (Barangaroo South) Pty Limited (LLRW), that ensure the safety, technical and retail management of the Wastewater and Recycled Water infrastructure constructed, owned and operated by the LLRW at Barangaroo, Sydney, New South Wales.

This Plan is prepared in accordance with the Water Industry Competition (General) Regulation 2008 (the Regulation) Schedule 2 (Conditions for retail supplier's licences), Part 2 (Additional conditions for license for water supply) Section 8, (Retail Supply Management Plans). Accordingly, the scope of this Plan addresses the prescriptive requirements of the Regulation, Lendlease's retail management approach and the IPART audit guidelines as follows:

Planning:

The arrangements that the licensee (LLRW) has made in relation to:

- (a) the events & circumstances that could adversely affect the licensee's ability to supply water
- (b) the probability of the occurrence of any such event or circumstance
- (c) the measures to be taken by the licensee:
 - i. to prevent the occurrence, or minimise the effect, of any such event or circumstance, and
 - ii. to arrange for alternative supplies of water (excluded; refer 1.4 below), and
- (d) The arrangements that the licensee has made, or proposes to make, to ensure that it complies with:
 - i. its code of practice for customer complaints & its code of practice for debt recovery, and
 - ii. the marketing code of conduct and the transfer code of conduct.

Implementation

The licensee:

- (a) must ensure that its retail supply management plan is fully implemented and kept under regular review and that all of its activities are carried out in accordance with that plan, and
- (b) must, if the Minister so directs, amend its retail supply management plan in accordance with the Minister's direction.

Compliance

If the Minister or IPART so demands, or if any significant change is made to its retail supply management plan, the licensee:

- (a) must provide the Minister or IPART with a report, prepared by an approved auditor in such manner and form as the Minister or IPART may direct, as to the adequacy of the plan, or
- (b) must pay the Minister's or IPART's costs of conducting an investigation into the adequacy of the plan.

In the preparation of this Plan LLRW have also considered IPART's Water Licensing Audit Guidelines for the purpose of assuring all stakeholders that this Plan and its associated controlling actions have the resilience and integrity required under Regulation.

This Retail Management Plan is available on Lendlease Barangaroo South's website (www.livingutilities.com). Printed copies of this Plan are available at Lendlease's principal office – Level 14, Tower 3, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, BARANGAROO, NSW 2000.

All correspondence in relation to this document should be directed to:

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2. Purpose

This Retail Supply Management Plan (Plan) has been prepared by Lendlease Recycled Water (Barangaroo South) Pty Limited (LLRW) for the Barangaroo Precinct, Millers Point NSW pursuant to LLRW's obligation under its NSW Retail Supplier 's Licence No 15_034R granted by the Minister for Water under section 10 of the Water Industry Competition Act 2006 (WICA) 13 July 2015 for the following specified water industry infrastructure:

- Infrastructure used for the production, treatment, filtration, storage, or conveyance of non-potable water.

This Plan describes the risk management approach to the retail services and the operation and maintenance of the infrastructure to ensure reliable and safe performance in the event of adverse events or circumstances.

LLRW is responsible for periodically reviewing and updating the Plan.

3. Scope

The Barangaroo Project, Sydney is a \$6bn urban transformation of the western edge of Sydney's central business district and will provide extraordinary benefits for Sydney, NSW and Australia.

Lendlease, as Developer, is responsible for Barangaroo South (Project) – the southern 7.5 hectares of the Barangaroo Project. The Project is destined to become the greenest and most advanced financial district and the first large scale, carbon neutral precinct in Australia. With a mix of uses, including commercial, residential, retail and dining along with a new landmark hotel, on completion it will be home to around 1,200 residents, 23,000 office workers and more than 2.9 hectares of public space.

The Project will incorporate environmental sustainable design initiatives with a view to achieving 6 Stars Green Star Certified Rating (version 3) as defined by the Green Star Office. The project will also target to achieve 5 Star NABERS Energy as defined by the National Australian Built Environment Rating System.

Lendlease is obligated under its arrangements with the Barangaroo Delivery Authority (BDA) to meet Climate Positive Benchmarks for the Barangaroo Works including undertaking and completing Infrastructure Works for the Barangaroo Project and specifically to provide the BDA with the ability to source recycled water for Headland Park and Stage 2 from the recycled water treatment plant.

The Climate Positive Benchmarks for water include the provision of infrastructure capable of:

- capturing, treating, storing, delivering and exporting an amount of recycled water which is not less than the amount of potable water which is used or is reasonably capable of being used in Premises to be located on Stages 1 & 2; and
- delivering recycled water to Stages 1 & 2 which is not less than the amount of potable water which is used or is reasonably capable of being used in built form (excluding any located in the Headland Park)

The Climate Positive Benchmarks are an important environmental commitment and are realized through the development and operation of a state of the art water recycling plant. The recycled water plant captures wastewater streams and provides recycled water to the entire Barangaroo Project. The plant has sufficient capacity to have the potential to export outside of the precinct for the following uses:

- Toilet flushing
- Irrigation
- Cooling tower makeup (export customers)
- The Recycled Water Plant (RWP) serving the Barangaroo Project has been designed to produce approximately 1,065kL per day of recycled water. The detailed design of the plant is described in the Infrastructure Operating Plan (refer) and includes the following summary components and unit processes:
 - Receipt of sewage from Barangaroo South precinct
 - Sewer Mining from Sydney Water Corporation (SWC) sewer main

- Grease Removal System
- Solids Screening System including macerating pumps
- Bioreactor System
- Membrane Bioreactor (MBR) System
- Reverse Osmosis,
- Ultra Violet Light (UV) and Chlorine Disinfection Systems, and
- Ancillary tanks, pumps, piping, electrics, instrumentation and controls

The Infrastructure described above is presented diagrammatically in Appendix 1

In November 2013 Lendlease Recycled Water (Barangaroo South) Pty Ltd (“LLRW”) applied to IPART for a Network Operator’s Licence and a Retail Supplier’s Licence pursuant to the Water Industry Competition Act 2006 (Act).

The Network Operator’s License No 15_029 and Retail Supplier ‘s Licence No 15_034R were granted by the Minister of Water on the 28 February 2015 and 13 July 2015 respectively.

4. Definitions

Asset means the recycled water plant and infrastructure at the Barangaroo Project.

ACCC is the Australian Consumer and Competition Commission. It is an independent Commonwealth statutory authority whose role is to enforce the *Competition and Consumer Act 2010*.

ASIC is the Australian Securities and Investments Commission, and acts as Australia's corporate, markets and financial services regulator.

Barangaroo Project means the urban renewal of Barangaroo to a mixed use development delivering a Gross Floor Area of approximately 501,000 m² and some 11 hectares of Public Domain (including the Headland Park) as contemplated by the Concept Plan Approval for Lots 1-6 (inclusive) in DP 876514, Lot 7 DP 43776, Lot 100 DP83823, Lots 6-7 DP 869022.

Barangaroo Works means any parts of the Works, any Works Portions or any parts of Works Portions, which:

- (a) are Infrastructure Works
- (b) are Public Domain Works
- (c) is the BIC Works Portion (relating to the Barangaroo Innovation Centre)
- (d) is the Ferry Facility Works Portion; or
- (e) is agreed by the Authority and the Developer to be Barangaroo Works, or is otherwise taken to be Barangaroo

Concept Plan Approval means the instrument of approval entitled "Determination of the Barangaroo Concept Plan (MPA No. 06_0162)", approved by the Minister on 9 February 2007 and modified on 16 February 2009 and 11 November 2009, as further modified from time to time.

Climate Positive Benchmarks means:

(a) in the case of water: relevant infrastructure is delivered, commissioned and certified as being fully operational by an independent expert reasonably acceptable to the Authority (BDA) which:

- (i) by the first Climate Positive Relevant Date, is capable of capturing, treating, storing, delivering and exporting an amount of recycled water which is not less than the amount of potable water which is used or is reasonably capable of being used in Premises having an aggregate GFA of not less than (redacted) m²;
- (ii) by the second Climate Positive Relevant Date, is capable of capturing, treating, storing, delivering and exporting an amount of recycled water reasonably capable of being used in Premises having an aggregate GFA of not less than (redacted) m²;
- (iii) by the third Climate Positive Relevant Date for that Works Portion which has a GFA, when added to the GFA of all other Works Portions whose Climate Positive Relevant Date has previously occurred, of (redacted) m², is capable of:

- A. capturing, treating, storing, delivering and exporting an amount of recycled water which is not less than the amount of potable water which is used or is reasonably capable of being used in Premises having an aggregate GFA of the Developable GFA, and GFA of (redacted) m² to be located on Stage 2; and
- B. delivering recycled water to Stage 2 which is not less than the amount of potable water which is used or is reasonably capable of being used in built form (excluding any located in the Headland Park) having an aggregate GFA of not less than (redacted) m²;

Climate Positive Contributions means the physical elements, required to achieve the Climate Positive Benchmarks, which form part of the Scoped Barangaroo Works.

Customer means the person or entity consuming the recycled water services provided at the Barangaroo Project, and has a contractual relationship with the Owner.

Infrastructure Works means the relevant works described under the heading 'Infrastructure Works' in Schedule 6.

IPART is the Independent Pricing and Regulatory Tribunal of NSW, which has been set up to provide independent regulatory decisions and advice to protect the ongoing interests of the consumers and citizens of NSW.

Minister is the NSW Minister for Lands and Water.

Network Operator means the company responsible for operating the recycled water network and associated assets, under the Network Operator's Licence.

Operator means the company or companies contracted by the Owner to operate the networks which are part of the Barangaroo Project.

Owner is the owner of the assets which comprise the Barangaroo Project.

Project means the undertaking by the Developer of the following:

- (a) the design, funding, marketing and delivery of land and Buildings on the Site (excluding that part of the Site comprising any part of Hickson Road, Block 5 or Block 6)
- (b) the design, funding and delivery of the Barangaroo Works
- (c) subject to clause 16, the funding and delivery of the VMP Remediation Works, if the Developer is appointed under this deed to carry them out
- (d) subject to clauses 16 and 17, the funding and delivery of the Other Remediation Works and the Developer PDA Other Remediation Works; and
- (e) the funding and delivery of infrastructure to support the Site (excluding that part of the Site comprising any part of Hickson Road, Block 5 or Block 6).

Retail Suppliers Licence means the licence granted under the Water Industry Competition Act 2006 to allow the provision of retail utility services.

RWP means Recycled Water Plant.

Stage 1 means that part of the Barangaroo Project which comprises the Project.

Stage 2 means that part of the Barangaroo Project (which comprises 'stage 2' generally relating to Block 5, 6, 7 and 8);

WICA is the Water Industry Competition Act 2006 (NSW), and its associated amendments and regulations.

5. Other Conditions under Regulation and/or License

5.1 Conditions Under License

Schedule B under Retail Supplier's Licence No 15_034R prescribes a comprehensive list of standard conditions which the Minister has determined to impose pursuant to section 13(1)(b) of the Act as well as those obligations imposed by the Regulation:

- B1 - Ongoing capacity to operate,
- B2 - Obtaining appropriate insurance,
- B3 - Maintaining appropriate insurance,
- B4 - Complying with NSW Health requirements,
- B5 – Complying with Audit Guidelines from IPART
- B6 - Reporting in accordance with the reporting manual,
- B7 – Reporting information in relation to the Register of Licences
- B8 - Provision of copy of Plans,
- B9 – Delineating responsibilities,
- B10 – Notification of changes to Authorised Person,
- B11 – Infrastructure to be used, and
- B12 – Notification of operation,

While the above conditions are not specifically required to be addressed under this Plan, these are required under licence and are listed for completeness and affirmation that LLRW will meet these conditions as applicable.

5.2 Conditions Under Regulation

In addition to this Plan LLRW as licensee must meet the following conditions under Regulation, Schedule 2 Parts 1 & 2 and to which LLRW commits to meeting as applicable to Licence No 15_034R unless directed otherwise by IPART or the Minister:

- Part 1
 1. Provision of information
 2. Implementation of government policy with respect to social programs
 3. Customers to be notified of translation of services
 4. Code of practice for customer complaints
 5. Code of practice for debt recovery
 6. Codes of conduct, and
 7. Environmental protection.
- Part 2
 1. This Retail supply management plan
 2. Non-potable water to match customer's needs
 3. Obligation not to over commit
 4. Notice of intended termination of supply of water
 5. Notice of water restrictions
 6. Matters to be contained on the licensee's website, and
 7. Water to be supplied under contract to small retail customers

While the above conditions are not specifically required to be addressed under this Plan, these are required under license so for the benefit of doubt and for completeness LLRW affirms it will meet these conditions as applicable.

6. Interconnecting Plans under the Regulation

This Plan forms part of a suite of plans required under the Regulation as part of LLRW's obligations as both a Retail Supplier (this requirement) and a Network Operator (not part of this Licence requirement) in relation to the water Infrastructure as follows.

6.1 Network Operator's Licence (2 plans)

1. **Infrastructure Operating Plan (IOP)** pursuant to the Regulation Schedule 1, Part 2, Section 6 and describes the design, construction, operation and maintenance of the water infrastructure and its integrity.
2. **Water Quality Plan (WQP)** pursuant to the Regulation Schedule 1, Part 2, Section 7 and describes the non-potable water quality integrity of the water infrastructure having regard to defined guidelines (Australian Guidelines for Water Recycling - AGWR1), the purposes for which water is to be used and for which water is not used (this plan).

6.2 Retail Supplier's Licence

1. **Retail Supply Management Plan** for water supply pursuant to the Regulation, Schedule 2 Part 2 (Additional conditions for licences for water supply) Section 8, (Retail Supply Management Plans).

7. Stakeholders

This Plan refers to stakeholders, namely those persons, entities and authorities that have an interest in the infrastructure and supply of water under license. These stakeholders are listed below:

| Stakeholder | Role |
|---|---|
| Barangaroo Development | Freehold owner of the Barangaroo Project site |
| Lendlease Millers Point Pty Ltd (LLMP) | Developer |
| Lendlease Building | Project Managers for design and construction |
| City of Sydney | Local Government Authority (LGA) |
| Lendlease Recycled Water (Barangaroo South) Pty Ltd (LLRW) | Owner of the Asset including the private network |
| Commercial Occupiers, Public and Precinct resident's | End-users of Wastewater and Recycled Water by LLRW |
| Independent Pricing and Regulatory Tribunal (IPART) | The independent economic regulator for NSW. In this case administers the WICA legislation. Reports to Minister of Water in relation to WICA license approval and ongoing audit and regulation of licensed activities. |
| Minister of Water & Department of Health | WICA Licence Approver. Supports the executive and statutory roles of the NSW Minister for Health and the Minister Assisting the Minister for Health (Mental Health and Cancer). |
| Department of Planning and Infrastructure | Administers environmental and water legislation other than WICA including noise and air quality (odour); |
| NSW Metropolitan Water Directorate | The Metropolitan Water Directorate: <ul style="list-style-type: none"> • leads a whole-of-government approach to water planning for greater Sydney and the lower Hunter • provides policy advice on water industry competition and reform • delivers recycling funding and support • and implements the Water for Life education and engagement program. Administers the Water Act and Water Management Act |
| Energy and Water Ombudsman of NSW (EWON) | Manages complaints (except for water pricing) which the Licensee has not resolved to the satisfaction of the complainant which has referred the complainant to EWON. |

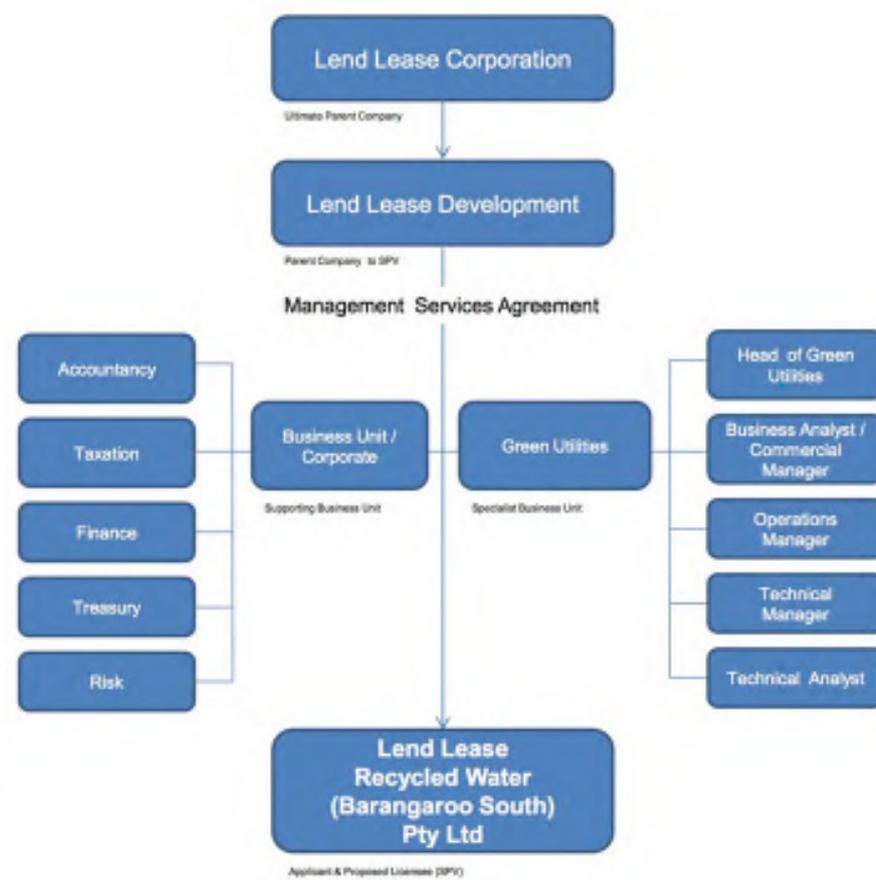
| | |
|---------------------------|--|
| Sydney Water (SWC) | Supplier of potable water, and sewage when Infrastructure off-line |
| Veolia | Operations and Maintenance of the Recycled Water Plant and network |
| Computershare | Customer relations and billing for the scheme |

8. Supply and Billing Relationships

Corporate Structure

Lendlease Recycled Water is an SPV (Special Purpose Vehicle) business unit of Lendlease Development. The ultimate parent company being Lendlease Corporation, which is one of the leading development businesses in Australia.

The strength and depth within the Lendlease organisation will ensure all risks associated with the commercial and operational outcomes will be managed competently and diligently at all times.



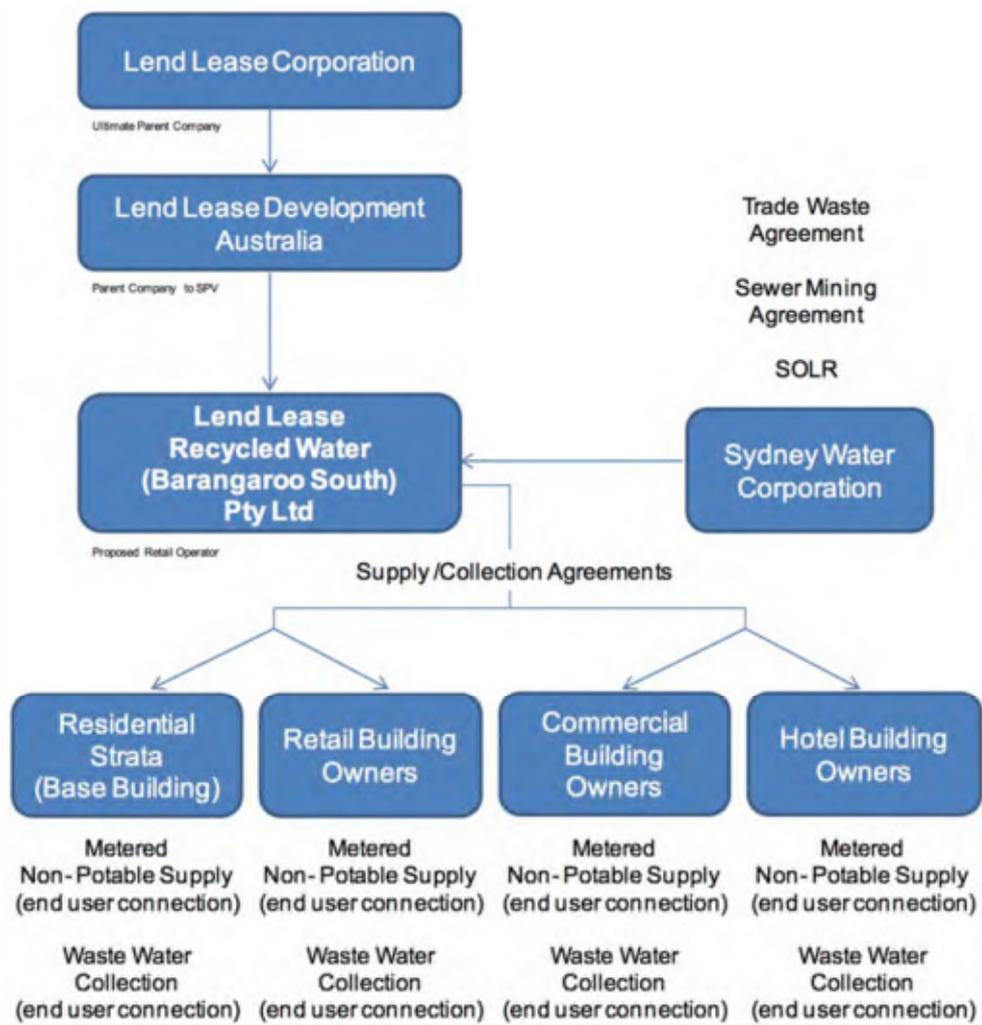
Commercial Agreement

A number of commercial and operational contractual agreements are implemented to ensure all parties understand and meet their obligations.

Supply/Waste agreements detail obligations to ensure the quality and quantity of Wastewater, Recycled Water and Trade Waste are processed through the network.

Long-term operations and maintenance agreements ensure the operator and owner work together for the benefit of the precinct. Strict Key Performance Indicators (KPI's) ensure the consumer receives the highest quality of product, combined with exceptional service delivery.

Utility Services Agreements (USA's) executed with Sydney Water Corporation ensure recycled water supply and waste services external to the private networks are maintained.



Recycled Water Scheme O&M Operator

LLRW has engaged Veolia, to manage the operation of the recycled water scheme.

Across Australia, Veolia has over 20 long term operations contracts, involving more than 40 water and wastewater treatment plants, recycling over 600 megalitres a day, producing high quality treated water. Including its subsidiary United Water, Veolia has more than 865 employees providing water and wastewater services to up to 4 million people in Australia and New Zealand.

Billing Operator

LLRW has engaged Computershare, to provide utilities billing and associated services on their behalf, for the recycled water scheme.

Computershare provides complete, end-to-end Customer Management and Managed Services and has demonstrated experience in supporting more than 750,000 end use customers across Energy, Gas and Water utilities across Australia. Computershare has operated in the utility services market in Australia for more than 15 years and throughout that time have managed utility services for client partners including Alinta Energy, AusNet Services, Unitywater, Horizon Power, CS Energy, Q Energy, SunWater and many more.

9. Codes

This section addresses the arrangements that LLRW and its Operator have made, or proposes to make, to ensure that each entity complies with:

- LLRW code of practice for customer complaints and LLRW code of practice for debt recovery, and
- The marketing code of conduct and the transfer code of conduct.

Codes of Practice

LLRW's code of practice for customer complaints (Appendix 2) is provided in the appendices and has been prepared pursuant to the Regulation, Schedule 2, Part 1, and Section 4 Code of practice for customer complaints and in conformance with AS ISO 10002-2006 Customer Satisfaction-Guidelines for complaints handling in organisations.

LLRW's code of practice for debt recovery (Appendix 3) is provided in the appendices and has been prepared pursuant to the Regulation, Schedule 2, and Part 1, section 5 Code of practice for debt recovery and in conformance with ACCC and ASIC Debt collection guideline for collectors and creditors.

Notably the Codes of Practice are generally applied in relation to small retail customers. Notwithstanding, LLRW or its Operator's codes of practice developed for all existing and proposed sewerage services and recycle water project will be generally applied as a matter of good business practice and governance.

Codes of Conduct

On the 27th July 2012 the minister for Finance and Services gazetted the **Marketing Code of Conduct and Transfer Code of Conduct**. LLRW commits to implementing and complying with the codes in its operations.

Accordingly, LLRW will;

- Not engage in misleading, deceptive or unconscionable conduct, whether by act or omission
- Not exert undue pressure on a Customer, nor harass or coerce a Customer
- Ensure information provided to a Customer is truthful and in plain language
- Ensure that information provided to individual Customer is relevant to that Customer's circumstances, and
- Provide only timely, accurate, verifiable and truthful comparisons.

Conditions Under License

LLRW will systematically manage and regularly review its risk profile at a strategic, operational and project level. LLRW have developed a risk management and compliance frame work that determines the process and identifies tools for realizing its objectives, which is documented in the following pages of this plan.

LLRW is committed to:

- Conducting all of its business operations and dealings in full compliance with the law, and
- Ensure that all its employees understand what they must do so that LLRW achieves full compliance.

In order to deliver on its commitment to full compliance with the law, LLRW will;

- Establish and maintain governance, structures, management systems and controls that reflect the nature of the obligations and associate compliance risks

- Encourage and maintain a culture that values and supports compliance, through L&D, leadership, knowledge sharing
- Monitor the regulatory environment
- Assign to responsible managers to manage compliance to obligations
- Audit (internal and external), Monitor and Measure compliance, and
- Receive, investigate and Respond to complaints and reports of compliance issues.

10. Planning

The planning requirement of the Regulation, Schedule 2, Part 2, Clause 8 (1) requires this Plan to document the arrangements that the Licensee (LLRW) has made, or proposes to make, in relation to:

- (a) the events & circumstances that could adversely affect the licensee's ability to supply water
- (b) the probability of the occurrence of any such event or circumstance
- (c) the measures to be taken by the licensee:
 - i. to prevent the occurrence, or minimise the effect, of any such event or circumstance, and
 - ii. to arrange for alternative supplies of water in response to any such event or circumstance, and
- (d) The arrangements the licensee has made, or proposes to make, to ensure that it complies with:
 - i. its code of practice for customer complaints and its code of practice for debt recovery, and
 - ii. The marketing code of conduct and the transfer code of conduct.

Items (a) through (c) inclusive above immediately focus LLRW's approach and methodology applying proven Risk Management principles.

The sections thereafter address (a) through (c) sequentially, namely:

- the potential adverse events and circumstances
- their probability of occurrence
- the potential consequence of their occurrence, and
- the measures taken to minimise the impact of such occurrences including making arrangements for alternative supplies of potable water in substitution or recycled water for non-potable end-uses

Later sections under this Planning section address item (d) accordingly.

11. Conditions under Regulation and/or License

To create a sound basis for the development of the plant design and subsequent operations procedures for the Barangaroo scheme, Lendlease engaged Water Futures to undertake and facilitate a series of risk assessments.

The objective of these risk assessments was to identify the events and circumstances that could adversely affect the licensee's ability to provide the required water services, and identify appropriate controls to adequately manage and mitigate these risks.

Two workshops were held in order to develop a comprehensive scheme risk assessment. The workshops took place on Thursday 12th September and on Tuesday 25th November 2014.

Attendees at the workshops are listed in Table 9.1 below

The scope of the workshops covered water services risks to customers, public health and the environment. Risks to related legal, commercial and regulatory requirements were also investigated.

Water services to be provided to Barangaroo include:

- Provision of sewerage services
- Recycling of sewage: both imported via sewer mining as well as that generated on site
- Supply of recycled water for non-potable dual reticulation uses within the Barangaroo Development
- Export of recycled water from Barangaroo for dual reticulation and cooling uses (later stages of scheme)
- Disposal of all treatment residuals, untreated sewage and any excess recycled water to Sydney Water wastewater network
- Billing, stakeholder, customer relations and retail management.

Table 9.1 – Attendance at Risk Workshops

| Name | Role | Organisation | Workshop presence | |
|-------------------|--|---|-----------------------------|----|
| | | | #1 | #2 |
| Jessica Hanna | Technical Analyst | Independent Pricing and Regulatory Tribunal | Y | N |
| Santo Cannata | Senior Environmental Health Officer & Business Coordinator | South Eastern Sydney Public Health Unit | Y | N |
| Nanda Altavilla | Recycled Water Assessment Specialist | NSW Office of Water and Metropolitan Water Directorate. | Y | N |
| Robert Marr | Sydney Industry J Metro Branch | Environment Protection Authority | Y | N |
| Charlie Gauci | Manager, Inspection Strategy | NSW Fair Trading Plumbing Inspection and Assurance Services | Y | N |
| Andrew Matthews | Specialist Environmental Health Officer | City of Sydney Health and Building – North City Planning, Development & Transport | Y | N |
| Danielle Francis | Principal Adviser, Competition & Regulation | Sydney Water | Y | N |
| Matt Jessup | Managing Director (Flux Consultants) | For Barangaroo Delivery Authority | Y | N |
| Laze Kelepurovski | Infrastructure Manager, Barangaroo South | Lend Lease (various divisions) | Y | N |
| Chris Polin | Project Engineer, Barangaroo South | | Y | Y |
| Andrew Boutchard | Development Manager | | Y | Y |
| James Peterson | Development Manager J Operations | | Y | N |
| Neil Wight | Commissioning Manager | | Y | N |
| Chris Rust | Senior Designer J hydraulics | | Y | N |
| Nick Fisher | Senior Project Manager – basement & infrastructure | | Y | N |
| David Radford | Head of Living Utilities | | Lend Lease Living Utilities | Y |
| Andrew Scerri | Sustainability Consultant | Y | | N |
| Bob Norris | Sustainability Manager | Y | | N |
| Duncan St Claire | Operations Manager | N | | Y |
| Alban Delpy | Operations Manager Fairfield | Veolia | N | Y |
| Ines Fernandez | Not entered | | N | Y |
| Phil Evans | Operations ManagerBarangaroo | | N | Y |
| Glen Millott | Engineering Manager | WJPS | Y | N |
| Ken Woods | NSW Service Manager | | Y | N |
| Tom Carpenter | Infrastructure and asset management consultant | IQJAM | Y | N |
| Dan Deere | Water quality management consultant | Water Futures | Y | Y |

The output of the risk management sessions are documented in the Water Futures document titled “Barangaroo Health and Env Risks V2”. The risk register created as an output of these workshops has been further developed as additional risks were identified.

Preventative Measures/Controls

This section addresses the preventative measures to be undertaken or controls to be put in place to prevent the occurrence, or minimise the effect, of the events or circumstances identified through the risk assessment process.

LLRW’s approach aligns with AS/NZS ISO 31000:2009 as follows:

- Avoiding the risk by deciding not to start or continue with the activity that gives rise to the risk
- Removing the risk source; namely removing the potential for an adverse event or circumstance
- Changing the likelihood or risk of an adverse event or circumstance
- Changing the consequence or risk outcome, or
- Retaining the risk by informed decision.

Based on the output of the risk assessment a significant number of the resultant action were eliminated through the design process or integrated into the construction of the plant. The remainder of the risk management actions were addressed in the following plans, protocols and contract documents:

- Operations and Maintenance Agreement (NSW) Recycled Water Plant
- Framework Agreement - Billing and Compliance Services
- Operational Agreement - Provision of Billing and Compliance Services for Barangaroo South Site
- Infrastructure Operating Plan (IOP)
- Water Quality Management Plan (WQMP)
- Barangaroo EHS Plan
- Emergency Response Plan
- Business Continuity Management Plan
- Utility Services Agreement
- Trade Waste Agreement
- Sewer Mining Agreement

Alternative Supply/Continuity of Service

In the event of any failure or unscheduled outage of the recycled water treatment infrastructure, due to an adverse event or circumstance, it is the responsibility of LLRW to ensure continuity of supply of sewage services and recycled water supply for both commercial and residential customers. Significant redundancy (see Figure 9.3) has been built into the recycled water infrastructure to allow:

- Replacement of recycled water using potable water “Top Up” of recycled water storage tank.
- Bypass of the RWP and direct discharge of sewer flows into Sydney Water wastewater network (Hickson Rd connection point) during periods of plant unavailability.
- Sewer mining of Sydney Water wastewater network (Hickson Rd connection point)

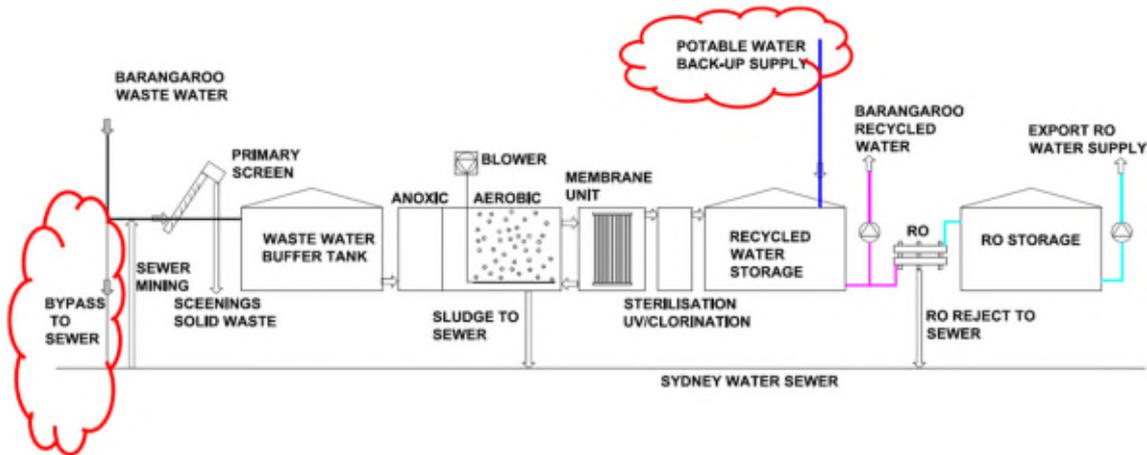
All project agreements reflect these contingency arrangements and the following communications protocols have been established to govern these events:

- Coordination Protocol – LLRW & SWC
- Operations Protocol A – LLRW & Veolia
- Operations Protocol B – LLRW & Customer
- Operational Agreement – LLRW & Computershare

Together with Veolia and Computershare, LLRW has established Emergency Response and Business Continuity Management Plans to manage continuity of service events.

Prior to full commencement of RWP operations, a scenario exercise will be undertaken between all stakeholders.

Figure 9.3 Redundancies for Continuity of Supply



Community Education

The Wastewater Treatment System is a biological system vulnerable to damage from chemical discharges in the sewer being collected. Components within the treatment train, such as the membranes, can be damaged or blocked by illegal discharge of corrosive chemicals or oils and grease into the Wastewater.

A critical component of the operation of the recycled water plant is the education of the users. An ongoing comprehensive communication plan will be implemented addressing such things as:

- Illegal discharges into the sewer
- Education of customers with commercial food preparation areas, and approved cleaning agents
- Consequence from illegal discharge to sewer causing damage to the recycled water plant.
- Appropriate uses for recycled water
- Education regarding potential colour within the recycled water
- Best water management practices for users.

12. Implementation

This section affirms that LLRW as licensee:

- Ensures that its retail supply management plan is fully implemented and kept under regular review and, in particular, that all of its activities are carried out in accordance with that plan, and
- if the Minister so directs, will amend its retail supply management plan in accordance with the Minister's direction.

Implementation

This Plan will be implemented by LLRW on execution of its operation, service and maintenance agreement of the RWP following the D&C construction by Lendlease Building (LLB).

Prior to the implementation of this Plan and in a timely manner as applicable to each stakeholder LLRW will make available on its website this plan or make it available as applicable to all stakeholders.

In the case of those LLRW personnel responsible for implementing and administering this Plan, LLRW will ensure those responsible are made fully aware of the obligations required under this Plan and implement these accordingly.

Prior to commencement of commercial operations, LLRW will simulate the occurrence of potential adverse events or circumstances, to ensure that the planned actions are implemented in a timely and proper manner to mitigate the impact of these situations.

Should the treatment actions take longer than anticipated or other contingency circumstances arise, the fallback position will always be to shut down the RWP and provide potable water to its customers in lieu of recycled water.

Amendments

This Plan shall be formally reviewed annually by LLRW.

Amendments to this Plan may be categorised as LLRW improvements, or those directed by the Minister. In any event, the revised Plan shall be made publicly available via the LLRW website. In addition, this Plan may be amended as necessary following outcomes of site inspections and audit findings by LLRW, or any other authorised stakeholder.

13. Compliance

This section affirms that if the Minister or IPART so demands, or if any significant change is made to its retail supply management plan, LLRW as licensee:

- will provide the Minister or IPART with a report, prepared by an approved auditor in such manner and form as the Minister or IPART may direct, as to the adequacy of the plan, or
- will pay the Minister's or IPART's costs of conducting investigation into the adequacy of the plan.

IPART Audit

This Plan may be audited by IPART or its representative at any time pursuant to IPART's Audit Guideline Water License Audits, Water — Guidelines, September 2009 or as amended and accessible from IPART's website.

LLRW Audit

All LLRW personnel must perform their duties lawfully and in accordance with Lendlease and LLRW policies. Even so, all business activities, products and services, including performing our core and support processes, carry a measure of risk.

It follows that ways of doing business have been identified to eliminate risk or mitigate risk to a level acceptable to Lendlease. The procedures and approaches for this are contained in LLRW's Risk Management Policy; namely, procedures include the applicable risk management tools and the level of checking and verification required to properly conduct business.

Lendlease's Corporate Compliance Group has been established to provide a level of assurance to company shareholders that Lendlease is going about its business to meet its legal and contractual obligations, complying with its corporate procedures, mitigating its risks and meeting our corporate governance objectives as defined in its corporate policies.

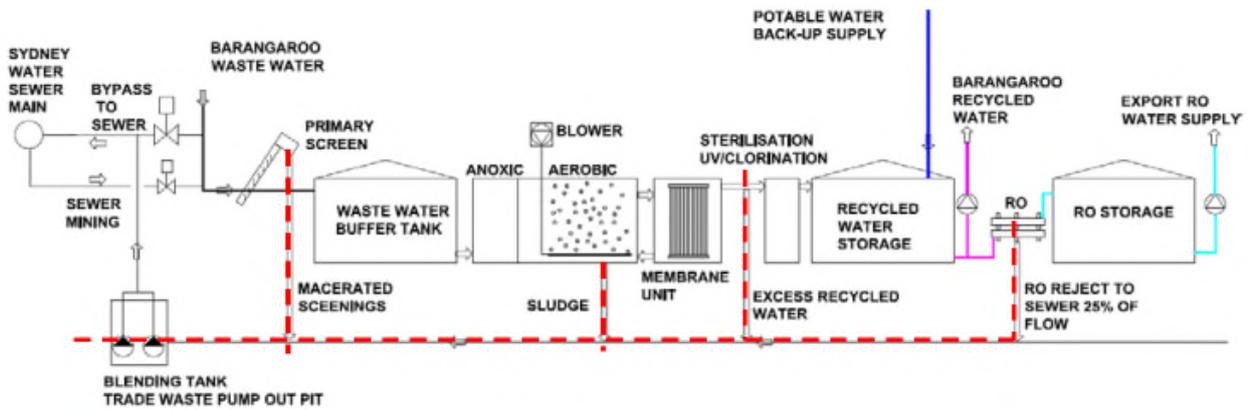
It follows that in addition to IPART audits pursuant to their Audit Guidelines, LLRW shall regularly audit this Plan, its companion plans (IOP and WQP) and the Service Agreement between LLRW and its Operator to ensure LLRW is meeting its obligations under each.

Audit Outcomes

For IPART audits, following the submission of the final audit report, LLRW may be required to take action to manage the audit outcomes. As prescribed in the IPART Audit Guidelines IPART will discuss the process for addressing any issues and the actions that the licensee proposes to take in response to the audit findings on a case-by-case basis.

For LLRW internal audits, LLRW will take immediate applicable corrective action to any non-conformance, observation of opportunity for improvement followed by review and investigation as necessary to determine cause and then put in place preventative actions to avert any reoccurrence of the non-conformance.

14. Appendix 1 – Process Block Flow Diagram



15. Appendix 2 – Customer Complaint Handling

**CODE OF PRACTICE
CUSTOMER COMPLAINT
HANDLING**

Purpose

This code of practice provides a guideline for complaint handling by management and employees of;

- **Lendlease Recycled Water (Barangaroo South) Pty Limited** in relation to its Recycled water, potable water and trade waste services
- **Lendlease Chilled Water (Barangaroo South) Pty Limited** in relation to its Chilled water supply services
- **Lendlease Embedded Network (Barangaroo South) Pty Limited** in relation to its network charges to the electrical retailers
- **Operators of the Networks**

For ease, each entity nominated above will be known as Lendlease Living Utilities (LLLU) forthwith.

This code of practice is for Lendlease Living Utilities internal use only. A short version shall be made available to Customers and to the general the public and shall be included as part of Customer Contracts.

Scope

Lendlease Living Utilities own and operate the central infrastructure on the Barangaroo South precinct. As part of the operations LLLU and its entities have a series of supply agreements with its customers and electrical retailers.

In most cases our entities enter into separate Operator agreements of the networks, as such Lendlease Living Utilities and its specialist Operator's each commit to provide these services in accordance with this code of practice. LLLU and its Operator will share responsibility for customer communication, complaints handling and debt recovery. The split of responsibility is as follows:

- **LLLU** - All financial related customer interface matters including tariff setting and debt recovery
- **Utility Operator** - All operational related customer interface matters

This policy applies to all complaints from customers or other members of the community received by LLLU or its Operators.

Reference Standard

This code of practice conforms to and takes from *AS/ISO 10002—2006 Customer Satisfaction; Guidelines for complaints handling in organisations*, as published by Standards Australia.

Policy

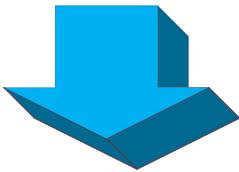
LLLU and its Operator's share common corporate goals of Customer Focus. We are committed to Customer Service Excellence including handling Customer complaints in relation to service, technical and financial matters. We assure our customers of this commitment through the following actions:



Receipt of Complaint

Receipt of complaints

Upon receiving a complaint, the complaint will be recorded with supporting information and a unique identifier code given to the customer (Appendix 1). The record of the initial complaint will identify the remedy sought by the complainant and any other information necessary for the effective handling of the complaint. LLLU aims to resolve customer complaints at the first point of contact by providing a solution or negotiating an agreed course of action.



Assess the Compliant

Tracking of complaints

The complaint will be tracked from initial receipt through the entire process until the complainant is satisfied or the final decision is made. An up-to-date status will be made available to the complainant upon request and at regular intervals.

Initial assessment of complaint

After receipt, each complaint will be initially assessed in terms of criteria such as severity, safety implication, complexity, impact, and the need and possibility of immediate action.



Resolve

Investigation of complaints

Every reasonable effort will be made to investigate all the relevant circumstances and information surrounding a complaint. The level of investigation will be commensurate with the seriousness, frequency of occurrence and severity of the complaint.

Response to complaints

If it is not possible to resolve the complaint immediately, we will provide an initial response within:

- 2 working days if the complainant has phoned or spoken directly to us, or
- 5 working days if the complainant has written or sent an email and the matter cannot be responded to sooner by making contact with the complainant.

Our initial response can be:

- a solution presented to, and accepted by, the complainant or
- our intended course of action to resolve the complaint.

If the complaint cannot be resolved to the complainant's satisfaction, it will be escalated to the next level of management for resolution.

Following an appropriate investigation, we will offer a response, for example correct the problem and prevent it happening in the future. If the complaint cannot be immediately resolved, then it will be dealt with in a manner intended to lead to its effective resolution wherever possible.



Feedback

Communicating the decision

The decision or any action taken regarding the complaint, which is

relevant to the complainant or to the personnel involved, will be communicated to them as soon as the decision or action is taken.



Evaluate for Lessons Learned

Closing the complaint

If the complainant accepts the proposed decision or action, then the decision or action will be carried out and recorded. If the complainant rejects the proposed decision or action, then the complaint will remain open. We will continue to monitor the progress of the complaint until all reasonable internal and external options of recourse are exhausted or the complainant is satisfied.



Learn and Adapt Process and Systems

Lessons Learned

LLLU and its Operator will regularly review all complaints received and identify where improvements may be achieved to ensure the highest level of Customer Satisfaction. LLLU and its Operator will where identified through its review process:

- Design and develop training
- Review corporate Policy and Codes of Practice
- Review communication techniques

Recourse to further action

In the event a customer is not satisfied with the handling of their complaint, they will be advised of their right to raise their concerns with the Energy and Water Ombudsman of NSW (EWON) for external review. This option is also available to the customer at any time after first lodging their complaint with the Operator.

Contact EWON on 1800 246 545 or at www.ewon.com.au



Appendix 1

Barangaroo South Precinct Utilities Customer Complaint Form

| | | | |
|--|----------------------------------|----------------------------------|----------------------------------|
| Service Type | Type of Complaint | | |
| Date of Submission | Quality <input type="checkbox"/> | Billing <input type="checkbox"/> | Service <input type="checkbox"/> |
| Name | Usage <input type="checkbox"/> | Other <input type="checkbox"/> | |
| Preferred Contact Details | Preferred Time | | |
| Email Address | | | |
| Brief Description of Complaint | | | |
| Additional Comments | | | |
| Only for Office use | | | |
| <i>Date & Time Received</i> | | <i>Case Owner</i> | |
| <i>Action Resolved</i> <input type="checkbox"/> <i>Referred</i> <input type="checkbox"/> <i>Cancelled</i> <input type="checkbox"/> | | | |
| <i>Referred To</i> | | | |
| <i>Reference Number</i> | | | |
| <i>Brief Description of Resolution or Cancellation</i> | | | |

16. Appendix 3 – Debt Recovery

**CODE OF PRACTICE
DEBT RECOVERY**

Purpose

This code of practice provides a guideline for debt recovery by management and employees of;

- **Lendlease Recycled Water (Barangaroo South) Pty Limited** in relation to its Recycled water, potable water and trade waste services
- **Lendlease Chilled Water (Barangaroo South) Pty Limited** in relation to its Chilled water supply services
- **Lendlease Embedded Network (Barangaroo South) Pty Limited** in relation to its network charges to the electrical retailers

For ease, each entity nominated above will be known as Lendlease Living Utilities (LLLU) forthwith.

This code of practice is for Lendlease Living Utilities internal use only. A shorter version shall be made available to Customers and to the general the public and shall be included as part of Customer Contracts.

Background

Lendlease Living Utilities own and operate the central infrastructure on the Barangaroo South precinct. As part of the operations LLLU and its entities have a series of supply agreements with its customers and electrical retailers.

In most cases our entities enter into separate Operator agreements of the networks, as such Lendlease Living Utilities and its specialist Operator's each commit to provide these services in accordance with this code of practice. LLLU and its Operator will share responsibility for customer communication, complaints handling and debt recovery. The split of responsibility is as follows:

- **LLLU** - All financial related customer interface matters including tariff setting and debt recovery
- **Utility Operator** - All operational related customer interface matters

This policy applies to all complaints from customers or other members of the community received by LLLU or its Operators.

Licence Holder Obligation

Included

Pursuant to the above Regulation, LLLU shall:

- establish and comply with this code of practice for debt recovery
- provide copies of this code of practice to the Minister, IPART and to the Ombudsman (EWON), and
- keep its customers informed as to the provisions of this code of practice.

Not Included

This code of practice applies to persons that have a small retail customer (body corporates / householders) contract with LLLU for Trade Waste services, Recycled and/or Potable Water supply services and does not apply to tenants of customers (without derogating tenants 'rights under law). This code also generally applies to large customers (e.g. Commercial Office Tower).

Guiding Principles

This code of practice conforms to and takes from ACCC and ASIC Debt Collection Guideline: for collectors and creditors as published by the ACCC and ASIC in October 2005 and reprinted in April 2010.

Notably the ACCC/ASIC guideline is specifically developed for Debt Collection Agencies whereas

this code of practice is for reference by LLLU appointed personnel for handling debt recovery by LLLU. Only when this code of practice is followed through to completion and debt remains shall LLLU transfer debt recovery to a third party debt Collection Company.

Practical Guidance

Contact for a reasonable purpose only

Communications with the debtor must always be for a reasonable purpose, and should only occur to the extent necessary. It is considered necessary and reasonable for LLLU to contact a debtor to:

- give information about the debtor 's account
- convey a demand for payment
- accurately explain the consequences of non-payment, including any legal remedies available to the collector/creditor, and any service restrictions
- make arrangements for repayment of a debt
- put a settlement proposal or alternative payment arrangement to the debtor
- review existing arrangements after an agreed period
- ascertain why earlier attempts to contact the debtor have not been responded to within a reasonable period, if this is the case. and
- ascertain why an agreed repayment arrangement has not been complied with, if this is the case

Making contact with the debtor

Under privacy laws, LLLU has an obligation to protect the privacy of debtors. When making direct contact, we must always ensure the person we are dealing with is the debtor. This must be done every time we make contact before you divulge any information about the debt, the process for its recovery or other confidential information.

The privacy limits on disclosing information to third parties apply to the debtor 's spouse, partner and/or family as much as they apply to other third parties. Having established the debtor 's identity, you should then identify who you are and whom you work for, and explain the purpose of the contact.

We identify ourselves only by company name and enquirers first name and also give at least basic information about the debt, including the name of the creditor and any assignee of the debt, and details of the account and the amount claimed.

Hours of contact

We only contact the debtor or a third party at reasonable hours, taking into account their circumstances and reasonable wishes. The following are considered reasonable:

| Contact Method | Periods | Times |
|---|------------------|-----------------|
| By Phone, emails and fax | Monday to Friday | 7.30am – 9.00pm |
| | Weekends | 9.00am – 3.00pm |
| | Public Holidays | Nil |
| Face-to-Face (not by LLLU; by third party collector only) | Monday to Friday | 9.00am – 9.00pm |
| | Weekends | 9.00am – 3.00pm |
| engaged by LLLU | Public Holidays | Nil |

There may be reasons why contact during the above times is unreasonable, or contact outside of these times is reasonable. For instance, a debtor may ask that contact be made at other or more restricted times. This may be for a range of reasons including but not limited to debtor is a shift

worker, or is responsible for children and contact around meal times is not convenient or debtor does not wish to be contacted when other family members are present or other.

In these and other such cases, the reasonable wishes of the debtor should be respected, and contact limited to the times requested by the debtor. However, we may alter the time of contact if, after reasonable efforts over a reasonable period of time to contact the debtor during normal hours or at the times requested by the debtor, if we have not been able to do so.

Frequency of contact

Debtors are entitled to be free from excessive communications from collectors. Communications must always be for a reasonable purpose, and should only occur to the extent necessary.

Unduly frequent contact designed to wear down or exhaust a debtor, or likely to have this effect, constitutes 'undue harassment' or coercion and is contrary to this code of practice. This is particularly likely if we would make a number of phone calls or other contacts in rapid succession.

Location of contact

In most cases, the debtor's home will be the appropriate place to contact a debtor, with contact by letter or telephone generally being the appropriate mode of contact. However, if a debtor provides a telephone (including mobile phone) contact number as the means of contact, contact using that number will be appropriate whatever the debtor's location.

Sometimes, a debtor may not wish to be contacted at their home. If the debtor provides an alternative and reasonable location for contact and is able to be contacted at that location, the debtor should not be contacted at home.

Privacy obligations to the debtor

A debtor's personal information should always be treated with respect. The improper use of a debtor's personal information may cause that person serious difficulties. There are legal obligations under the NSW Privacy Act 1988 designed to protect the privacy of a debtor's personal information.

When a debtor is represented

A debtor has a right to have an authorised representative (such as a financial counsellor, financial advisor, community worker, solicitor, guardian or carer) represent them or advocate on their behalf about a debt. Except in the circumstances outlined below LLLU shall not contact a debtor directly after we know, or should know, that the debtor is represented and shall not refuse to deal with an appointed or authorised representative. LLLU is entitled to contact a debtor directly if:

- the representative does not respond to within a reasonable time (normally 14 days)
- the representative advises that they do not have instructions from the debtor about the debt
- the representative does not consent to act
- the debtor specifically requests direct communication with you
- the representative is not a solicitor and you advise that written authority stating that you are to communicate through the debtor's representative is required, and the debtor or their representative does not provide that authority.

Record keeping

Accurate record keeping by all parties is vital to promptly resolve disputes and allow collectors and debtors to limit or avoid costly collection activity. LLLU shall ensure:

- we maintain accurate, complete and up-to-date records of all communications with debtors, including the time, date and nature of calls about the debt, records of any visits in person, and records of all correspondence sent

- all payments made are accurately recorded (including details of date, amount and payment method).
- settlements are fully documented in relevant files and computer systems
- once a debt is settled, any credit reporting agency report on the debtor must be updated appropriately

Providing information and documents

Requests by debtors for information and/or documentation about an account should not be ignored. In certain circumstances, failure to provide information may constitute misleading and deceptive conduct or unconscionable conduct. LLLU shall provide such information as necessary to demonstrate proof of debt.

If liability is disputed

If a person LLLU contacts about a debt claims that they are not the alleged debtor or the debt has been paid or otherwise settled and we have not already confirmed their identity and liability, we shall suspend further collection activity (including credit report listing) until the debtor's identity and ongoing liability have been confirmed.

Conduct towards the debtor

A debtor is entitled to respect and courtesy, and must not be subject too misleading, humiliating or intimidating conduct. Such conduct is likely to breach the Commonwealth consumer protection laws, and may breach other laws as well.

Customers Suffering Financial Hardship

LLLU commitment

This code of practice provides for the deferment, in whole or in part, of payments owed by retail customers suffering financial hardship. In such cases of financial hardship LLLU shall not enforce disconnection of services in part or in whole.

Debtors

Debtors are legally responsible for paying the debts they legitimately owe, and they should not deliberately try to avoid their obligations. Whenever possible, debtors should take action before they get into difficulties. Debtors experiencing financial hardship should promptly contact LLLU to negotiate a variation in payments or other arrangement. In seeking a variation, debtors should be candid about their financial position, including their other debts. LLLU also recommends that debtors in financial difficulty consider seeking the assistance of a community-based financial counsellor, solicitor or other qualified adviser who may be able to help them with a debt negotiation.

Hardship

Proof of financial hardship shall be provided by the relevant customer. Examples of hardship may include but not be limited to:

- Loss of employment
- Low income constraints
- Pensioner (age, disability or other) budget constraints
- Commercial difficulties (businesses)
- other (undefined)

Assistance

Assistance may include one or more of the following:

- Deferment of payment for an agreed period of time
- Incremental instalments to recover the debt over time

- Regular smaller payments spread over time to assist budgeting by customers exposed to hardship.

Waiver

Notwithstanding the above commitment, LLLU having taken all steps reasonably practicable in accordance with this code of practice and the customer contract to recover debt and that debt still not paid by the customer may take such further actions as allowable to it in law to recover such debt but not disconnection of services to residential and other small retail customers, nor reduce the flow of non-potable water below necessary for basic hygiene or restrict the flow of sewage into the main.

Maintenance and Improvement

Collection of information

LLLU shall record the performance of its debt recovery handling process. LLLU shall establish and implement procedures for recording debt and for using these records and managing them, while protecting any personal information and ensuring the confidentiality of complainants. This shall include the following:

- specifying steps for identifying, gathering, classifying, maintaining, storing and disposing of records;
- recording its handling of debt recovery and maintaining these records, taking utmost care to preserve such items as electronic files and magnetic recording media, since records in these media can be lost as a result of mishandling or obsolescence;
- keeping records of the type of training and instruction that individuals involved in the debt recovery process have received;
- specifying LLLU's criteria for responding to requests for record presentation and record submissions made by a debtor or his or her agent; this may include time limits, what kind of information will be provided, to whom, or in what format;
- specifying how and when statistical non-personally identifiable debt data are disclosed to the public.

Analysis and evaluation of debt

All debt shall be classified and then analysed to identify systematic, recurring and single incident problems and trends, and to help eliminate the underlying causes of debt.

Monitoring of the debt recovery process

Continual monitoring of the debt recovery process, the resources required (including personnel) and the data to be collected shall be undertaken. The performance of the debt recovery process shall be measured against predetermined criteria.

Auditing of the debt recovery process

LLLU shall regularly perform or provide for audits of both LLLU and/or its Operators in order to evaluate the performance of the debt recovery process. The audit shall provide information on

- process conformity to debt recovery procedures, and
- process suitability to achieve debt recovery objectives.

The debt recovery audit may be conducted as part of LLLU quality management system audit. The audit results shall be taken into account in the management review to identify problems and introduce improvements in the debt recovery process. The audit shall be carried out by competent individuals independent of the activity being audited.

Management review of the debt recovery process

Senior management of LLLU shall review the debt recovery process on a regular basis in order

- to ensure its continuing suitability, adequacy, effectiveness and efficiency
- to identify and address instances of nonconformity with health, safety, environmental, customer, regulatory and other legal requirements
- to identify and correct product deficiencies
- to identify and correct process deficiencies
- to assess opportunities for improvement and the need for changes to the complaints handling process and products offered, and
- to evaluate potential changes to the complaints handling policy and objectives.

Records from any management review shall be maintained and used to identify opportunities for improvement.

Continual improvement

LLLU shall continually improve the effectiveness and efficiency of the debt recovery process. As a result, LLLU can continually improve the quality of its products. This can be achieved through corrective and preventive actions and innovative improvements. LLLU shall take action to eliminate the causes of existing and potential problems leading to customer debt in order to prevent recurrence and occurrence, respectively.

Debtor Disputes and Complaints Handling

In the event a customer has a complaint regarding the handling of their debt by LLLU, we shall direct the customer to our complaints handling system.

Dependent of the complaint and in the event a customer is not satisfied with the handling of their complaint by LLLU, we shall direct the customer to the Energy and Water Ombudsman of NSW (EWON) should they wish to take further action.

REFERENCE DOCUMENTS (to be prepared)

- Debt Recovery Policy
- Code of Practice for inclusion in Customer Contracts
- Debt Recovery Organisation and Responsibilities
- Debt Recovery Procedure
- Debt Recovery Administration Procedure
- Performance Monitoring - Key Performance Indicators (KPIs)
- Training Program
- Audit outline how Lendlease Living Utilities responds to overdue water bills and recovers outstanding payments.