

ATTACHMENT A: CUSTOMER CONTRACT

CUSTOMER CONTRACT

TASMANIAN WATER AND SEWERAGE CORPORATION

PTY LIMITED

ACN 162 220 653

This Contract is effective from 1 July 2015

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1 INTRODUCTION

1.1 Words used in this Contract

Some of the words used in this Contract have a special meaning. The meanings are set out in Schedule 1 at the end of this Contract.

2 WHAT IS A CUSTOMER CONTRACT AND WHO IS COVERED BY IT

2.1 What is a Customer Contract

The Contract is between us, and you.

This Contract provides the terms under which we provide, where available, Services to you. The Contract also sets out rights and obligations including your rights in any dispute with us.

This Contract is legally enforceable document and is a requirement of the Act.

2.2 Who is covered by this Contract

You are our Customer and you are covered by this Contract if you are:

- (a) the Owner and Occupier of property that is Serviced Land that is connected to our Infrastructure; or
- (b) the Owner (but not an Occupier) of a property that is Serviced Land that is connected to our Infrastructure; or
- (c) the Occupier of a property that is Serviced Land that is connected to our Infrastructure and is liable for a Service Charge.

If you are the Owner or Occupier of property that is Serviced Land that is not connected to our Infrastructure but to which a Service is available from us and we impose a Service Charge, you are also our Customer and covered by this Contract, except for:

- a) clause 4 (What Water Services we Provide) apart from clause 4.2 (New water connection to your property);
- b) clause 5 (What sewerage services do we provide) apart from clause 5.2 (New sewerage connection to your property);
- c) clause 6 (Trade Waste);
- d) clause 8 (Water meter installation, testing and maintenance);
- e) clause 9 (Factors Affecting Service); and

f) clause 10 (Disconnection or Restriction of Services).

2.3 Who is not covered by this Contract

You are not a Customer under this Contract where we have not authorised your connection to our Infrastructure or where we have entered into a separate agreement under section 61 of the Act.

2.4 When does this Customer Contract commence

- (a) Subject to the payment of any Security Deposit under clause 3 (Am I required to pay a deposit), this Contract commences when notified in accordance with the Act. On its commencement this version of the Contract replaces any previous Contract between you and us (unless you have a separate agreement with us for example a non-standard water or sewer agreement under section 61 of the Act in which case that contract will continue to apply); and
- (b) unless prohibited by law, any rights and liabilities that have accrued under any previous contract or agreement with us will be merged into this Contract.

2.5 Variations to this Contract

We may vary this Contract as permitted by the Act.

3 AM I REQUIRED TO PAY A SECURITY DEPOSIT?

3.1 Circumstances when you are required to pay a Security Deposit

In certain circumstances we may require you to pay us a security deposit. These circumstances are contained in the Customer Service Code. We will comply with the Customer Service Code and other relevant legislation in relation to the requirement for use, and return of the security deposit.

3.2 What if I don't pay the Security Deposit

If you do not comply with our requirement to provide a Security Deposit you cannot enter into this Contract.

4 WHAT WATER SERVICES DO WE PROVIDE

4.1 Connection to your property

As long as your property is connected to our Water Infrastructure we will deliver water to the Connection Point, except:

- (a) in the case of Planned Interruptions or Unplanned Interruptions under clauses 9.1 (Unplanned Interruptions) and 9.2 (Planned Interruptions); or

- (b) where, a Declaration has been issued under clause 9.3 (Ministers declaration) or we have determined that the circumstances in clause 9.4 (Water shortages) apply; or
- (c) where we are entitled to restrict or Discontinue supply under clause 10 (Disconnection or Restriction of Services); or
- (d) in the case of events beyond our reasonable control that impact our ability to provide water to you.

4.2 New water connections to your property

As long as your property is Serviced Land and has not been Disconnected by us, we will arrange and provide for a connection(s) to your property within 10 Business Days (or such later date as we both may agree), if your property meets the requirements of connection specified by in our Connections Policy.

4.3 Potable Water Quality

Subject to clause 4.4 and your property being connected to our Water Infrastructure we will supply Potable Water to the Connection Point at your property:

- (a) exercising due care and skill; and
- (b) in a proper and workmanlike manner and to a standard expected of a member of the water and sewerage industry in Tasmania; and
- (c) in accordance with our statutory obligations; and
- (d) that complies with the Health Regulations.

4.4 Non-Potable Water

If you are a Limited Water Quality Customer we will supply Non-Potable Water to the Connection Point at your property:

- (a) exercising due care and skill; and
- (b) in a proper and workmanlike manner and to a standard expected of a member of the water and sewerage industry in Tasmania; and
- (c) in accordance with our statutory obligations; and
- (d) which is not suitable for consumption and prior to entering into this Contract you acknowledge and agree that:
 - (i) we have specifically brought this to your attention; and
 - (ii) you should seek and adhere to any advice issued by the Department of Health and Human Services and/or the Director of Public Health; and

(iii) you accept all risks associated with any use of the Non-Potable Water.

4.5 Water flow rate

We will ensure that the water we supply to your property is supplied at the Minimum Flow Rate at the Meter, or if there is no Meter the tap nearest the Connection Point, except:

- (a) in the case of Planned Interruptions or Unplanned Interruptions under clauses 9.1 (Unplanned Interruptions) and 9.2 (Planned Interruptions); or
- (b) where a Declaration has been issued under clause 9.3 (Ministers declaration) or where we have determined that the circumstances in clause 9.4 (Water shortages) apply; or
- (c) where we are entitled to restrict or Discontinue supply under clause 10 (Disconnection or Restriction of Services); or
- (d) where your infrastructure does not comply with the required conditions; or
- (e) where the Act or the *Water Management Act 1999* (Tas) provides otherwise; or
- (f) where you are a Limited Water Supply Customer.

4.6 Water pressure

We will use our best endeavours to ensure that the water we supply to your property is at a Minimum Pressure at the Connection Point.

4.7 Testing

If you believe that we are not complying with our obligations under clause 4.3(d) or clause 4.5 (Water flow rates) you can make a request in writing to us to undertake relevant testing.

If testing indicates that we are complying with our obligations, you may be required to pay the testing costs.

4.8 Rectification after testing

If testing carried out under clause 4.7 (Testing) indicates that we are not compliant with our obligations, we must rectify any deficiency as soon as possible, or within a time we can mutually agree.

4.9 Special Needs Customers

If you require the services, for use of a dialysis machine or for other special health reasons or special needs you should notify us. If you are eligible to be classified as a Special Needs Customer, we will include you on our list of Special Needs Customers

and ensure that all reasonable attempts are made to provide a water supply that meets your reasonable health needs.

If you are a Special Needs Customer you will receive advance notification of any Planned Interruptions to the Water Service under clause 9.2 (Planned Interruptions). In addition, we will make best endeavours to contact you as soon as possible in the event of any Unplanned Interruptions.

4.10 Breaks of your water system

If you become aware that your Water Service has become blocked, leaks, bursts or spills (**Break**), and you suspect that the Break is as a result of a failure or fault within our Water Infrastructure, you should notify us.

4.11 Our procedures for Blockages

If there is a Break in our Water Infrastructure due to its failure or fault, we will make reasonable endeavours to ensure that we:

- (a) promptly attend the site upon being notified; and
- (b) take action to rectify the situation taking into account potential or actual impact on you, others affected by the failure or fault, any affected property and the environment.

4.12 Responsibilities for rectifying Breaks

If the Break occurs in our Water Infrastructure we will clear the Break at our cost. You may be liable to pay to the extent you have contributed to the Break

If the Break occurs in Your Water System, you are responsible for arranging the Break to be cleared by a licensed plumber or drainer.

5 WHAT SEWERAGE SERVICES DO WE PROVIDE

5.1 Connection to your property

If your property is connected to our Sewer Infrastructure, we will remove the Sewage from your property at the Connection Point, except:

- (a) in the case of Planned Interruptions under clause 9.1 or Unplanned Interruptions under clause 9.2; or
- (b) where we are entitled to restrict or Discontinue supply under clause 10; or
- (c) in the case of events beyond our reasonable control which impact our ability to provide Sewerage Services to you.

5.2 New sewerage connections to your property

As long as your property is Serviced Land and has not been Disconnected by us, we will arrange and provide for a connection(s) to your property within 10 Business Days (or such later date as we both may agree), provided that your property meets the requirements for connection under our Connections Policy. Supply of Sewerage Services.

We will provide the Sewerage Services to the Connection Point at your property:

- (a) exercising due care, and skill; and
- (b) in a proper and workmanlike manner and to a standard expected of a member of the water and sewerage industry in Tasmania; and
- (c) in compliance with applicable requirements under Environmental Regulations; and
- (d) in accordance with our statutory obligations.

5.3 Blockage of your sewer system

If you are aware that your Sewerage Service has become blocked, leaks, bursts or spills (**Blockage**), and you suspect that it is as a result of a failure or fault in our Sewerage Infrastructure, you should notify us.

5.4 Our procedures for faults in our Sewerage Infrastructure

If there is a Blockage in our Sewerage Infrastructure due to a failure or fault in our Sewerage Infrastructure, we will make reasonable endeavours to ensure that we:

- (a) promptly attend the site upon being notified; and
- (b) take action to rectify the situation taking into account potential or actual impact on you, and others affected by the failure or fault, any affected property and the environment; and
- (c) inconvenience and damage to you is minimised; and
- (d) the affected area is suitably cleaned up as soon as possible in such a manner to ensure to minimise the risk to human health.

5.5 Responsibilities for cleaning Blockages

- (a) If a Blockage occurs in our Sewerage Infrastructure we will clear it at our cost. You may be liable to pay to the extent you have contributed to the Blockage.
- (b) If the Blockage occurs in Your Sewerage System, you are responsible for arranging for it to be cleared by a licensed plumber or drainer.

6 TRADE WASTE

You may discharge Trade Waste into our Sewerage Infrastructure only if you have entered into a separate agreement with us to do so pursuant to section 61 of the Act, except for:

- (a) Category 1 and 2 Trade Waste customers, as defined in Schedule 1 - Definitions.

If you are a Category 1 or 2 Trade Waste customer, subject to the Consent (see Schedule 2) you may discharge trade waste into our sewerage infrastructure. If the Consent is silent in relation to a matter covered by this Contract, the terms and conditions of this Contract will apply to your discharge of Trade Waste in relation to that matter.

The Trade Waste customer listing on TasWater's website (www.taswater.com.au) provides an indicative list, based on industry type, which existing and potential Trade Waste customers can use to self-identify the trade waste category which most likely applies to them.

7 SERVICES WE ARE NOT RESPONSIBLE FOR

We are not responsible for:

- (a) the installation, commissioning, maintenance or replacement of a Backflow Prevention device installed at the outlet of a Meter where the Meter is greater than 25 millimetres; or
- (b) a private fire service; or
- (c) private extension or trunk services or property service pipes from private extensions; or
- (d) infrastructure located beyond the Connection Point (excluding the water Meter); or
- (e) any illegal connections or
- (f) any services installed contrary to requirements under the Act; or
- (g) the provision of facilities and parts for the repair of any goods supplied to you pursuant to this Contract.

8 WATER METER INSTALLATION, TESTING AND MAINTENANCE

8.1 Water meter installation and maintenance

We may install a water Meter at your property. The installed Meter remains our property and we will maintain it.

We may charge you for the cost of repair or replacement of the Meter if it is wilfully or

negligently damaged.

For the avoidance of doubt, nothing in this clause 8 requires us to read, test, maintain, repair or replace any water meter on your property which is not owned by TasWater.

8.2 Access to the water meter

We may enter your property at all reasonable times without notice for the purpose of testing, inspection, maintenance and replacement of the Meter.

8.3 Water meter readings

Where your property has a water Meter installed and owned by TasWater we will measure the quantity of water supplied to you based on the Meter reading. You will be charged for the quantity of water measured by the water Meter in accordance with clause 11 (Your Account), unless the Meter is faulty and we are required to adjust those charges under clause 8.5 (Over reading water meter), 8.6 (Under reading water meter) and clause 8.7 (Malfunctioning or damaged water meter).

8.4 Meter testing

If you believe that the Meter installed at your property is inaccurate you must make a request to us that we test it. Any such request may require payment of the Deposit. You must also advise us if you would like to be present or have a representative present for the testing process.

8.5 Over reading water meter

If testing shows that the water Meter is outside the acceptable limit error specified in the *National Measurement Regulations 1999* (Cth) and as a result you have been overcharged we will:

- (a) repay the Deposit to you; and
- (b) refund the amount that has been overcharged plus interest in accordance with you reasonable instructions; or
- (c) adjust your next Account by the percentage error identified in the test in your next Account if we do not receive any instructions from you.

8.6 Under reading water meter

If our test shows that the water Meter is under reading then we will:

- (a) repay the Deposit to you; and
- (b) adjust your next Account by the percentage error identified in the test in your next Account subject to the limitations in clause 12.4 (Undercharging).

8.7 Accurate water meter

If testing shows that the water Meter is within the limited error specified in the *National Measurement Regulations 1999* (Cth) we will keep the Deposit and you will be liable to pay us for our reasonable testing costs.

8.8 Malfunctioning or damaged water meter

If our testing determines that the water Meter has malfunctioned, or it has been damaged so that it can no longer measure the flow of water, we may (at our discretion) estimate the volume of water supplied during the relevant Billing Period:

- (a) based on volume of water supplied during the corresponding or closest corresponding Billing Period in the previous year; or
- (b) as the average cost for a sample of not less than 5 properties in a similar class to the affected property based on the corresponding or similar Billing Period.

9 FACTORS AFFECTING SERVICE**9.1 Unplanned Interruptions**

We may disconnect or restrict Services in the event of:

- (a) an emergency;
- (b) a situation where we need to avert danger to any person or property.

If there is an Unplanned Interruption to the Services we will minimise the inconvenience to you in accordance with our Customer Charter and the Price and Services Plan and restore the Services as soon as practicable.

9.2 Planned Interruptions

If there is a Planned Interruption to the Services, we will minimise the inconvenience to you in accordance with our Customer Charter and the Price and Services Plan.

Where practicable, we will provide you with 2 business days written notice of the Planned Interruption or publish a notice in a newspaper circulating generally in the area which the Planned Interruption is to take place detailing:

- (a) the extent of the Planned Interruption;
- (b) the reason for the Planned Interruption;
- (c) the time at which the Planned Interruption will occur; and
- (d) the time at which, or circumstances, if any, when the Services will return to normal.

9.3 Ministers declaration

In accordance with the Minister's approval under the *Water Management Act 1999* (Tas), we may interrupt, limit or place restrictions on the supply of our Water Services to you if the Minister declares a water supply emergency. You must comply with our supply conditions during this time.

9.4 Water shortages

We may interrupt, limit or place restrictions on the supply of our Water Services to you, if:

- (a) there is a shortage of water; or
- (b) for any other unavoidable cause, we are unable to supply the quantity of water which we would otherwise supply to you; or
- (c) we believe that the reduction or restriction is necessary to avoid future water shortages.

We will provide you written notice of interruption or publish a notice in a newspaper circulating generally in the area which the interruption is to take place detailing:

- (a) the extent of the interruption;
- (b) the reason for the interruption;
- (c) the time at which the interruption will occur; and
- (d) the time at which, or circumstances, if any, when the services will return to normal.

10 DISCONNECTION OR RESTRICTION OF SERVICES

10.1 Disconnection or restriction of supply for non-payment

- (a) If:
 - (i) Your property is a non-residential premises; and
 - (ii) you fail to pay your Account by the due date; and
 - (iii) you have failed to make alternative arrangements for payment;

we may Disconnect or restrict the supply of water to your property in accordance with clause 10.2 (Notice of disconnection or restriction of supply of water for non-residential premises) and clause 10.7 (Restoration of supply after restriction or disconnection).

- (b) We will not take action to restrict the supply of water to your property, until we

have provided you with notice under clause 10.2 (Notice of disconnection or restriction of supply of water for non-residential premises).

10.2 Notice of disconnection or restriction of supply of water for non-residential premises

- (a) If your property is a non-residential premises and you fail to pay your Account by the due date we will send you a reminder notice, the contents of which will comply with the provisions of the Customer Service Code. This notice will be sent to you in the same manner in which accounts are sent to you under clause 11.3 (How Accounts are sent).
- (b) Should the amount specified in the reminder notice remain outstanding beyond the due date specified in that notice, we will issue you a notice of disconnection or restriction in accordance with the Customer Service Code, detailing:
 - (i) the extent of the proposed restriction or disconnection; and
 - (ii) the reason for the proposed restriction or disconnection; and
 - (iii) the time at which the restriction or disconnection is to occur; and
 - (iv) the time at which, or the circumstances, if any, in which the regulated service will cease to be restricted or disconnected.

The Customer Service Code also provides us with the option to notify you through the publishing of a notice in a newspaper circulating generally in the area.

10.3 Notice of restriction of supply of water for residential premises

- (a) We may restrict the supply of Water Services to your property if it is residential premises and you have not paid a debt due in respect of the supply of the Water Service to your property.
- (b) If you fail to pay your Account by the due date we will send you a reminder notice, the contents of which will comply with the provisions of the Customer Service Code. This notice will be sent to you in the same manner in which accounts are sent to you under clause 11.3 (How Accounts are sent).

10.4 Minimum flow rate during restriction

If we restrict the supply of water to you, we will provide a supply of water no less than two litres per minute at the tap nearest the Meter or if no Meter is installed the tap nearest the Connection Point.

If you believe the restriction will cause a health hazard you should contact us.

10.5 Disconnections and restrictions of Services for other reasons

We may also Disconnect or restrict the supply of Services to your property, if:

- (a) we suspect on reasonable grounds that you have committed an offence relating to safety in respect of our Infrastructure; or
- (b) we suspect on reasonable grounds that you have committed an offence relating to illegal use of our Infrastructure; or
- (c) we suspect on reasonable grounds that you, are taking or diverting, or have taken or diverted, water or Sewage from our Infrastructure without our authority; or
- (d) we are satisfied on reasonable grounds that you have engaged in conduct that has interfered with the supply of Services to other Customers or have jeopardised the safety of our Infrastructure; or
- (e) you have requested or agreed to the Disconnection or restriction.

10.6 Limitations on disconnections or restriction

With the exception of Unplanned Interruptions, we will not take steps to restrict or Disconnect the supply of water to your property:

- (a) without giving you notice under clauses 10.2 (Notice of disconnection or restriction of supply of water for non-residential premises) and clause 10.3 (Notice of restriction of supply of water for residential premises); or
- (b) if you registered with us in accordance with clause 4.8 that you are a Special Needs Customer; or
- (c) if you are experiencing financial hardship and have entered into a payment assistance arrangements with us and you are complying with those arrangements; or
- (d) on a Friday, public holiday, weekend, day before a public holiday, or after 3.00pm; or
- (e) if we believe that the restriction or Disconnection will cause a hazard having taken into consideration the consequences of the restriction or Disconnection to health, safety, the environment and any of your concerns; or
- (f) if a day of total fire ban has been declared by the Tasmanian Fire Service in the area where your property is located.

10.7 Restoration of supply after restriction or disconnection

When the reasons for the Disconnection or restriction no longer exist we will restore the

Services as soon as practicable.

11 YOUR ACCOUNT

11.1 When will your Account be sent

We will issue you an Account for the Services within 30 days of the end of the Billing Period. Your Account may include:

- (a) the Variable Water Charge;
- (b) a Fixed Sewerage Charge;
- (c) a Fixed Water Charge;
- (d) Trade Waste Charges;
- (e) any other charges set out in our Price and Services Plan;
- (f) a Service Charge.

Some of our Charges are subject to GST.

11.2 What information is on your Account

We will ensure that your Account contains details of:

- (a) the date the Account was issued;
- (b) your name, billing address and Account Number;
- (c) the address of your property and the Billing Period to which the Charges relate;
- (d) if a water Meter is installed at your property, the details of any water Meter reading including the Meter registration number and the date the water Meter was read;
- (e) if a water Meter is installed at your property, the average daily rate of water use at the property to which the account relates; and
- (f) if your property is a residential premises, a graphical illustration of your current water usage. If the data is available, the graphical illustration will include your usage for each Billing Period over the past 12 months and a comparison of your usage for the same period in the previous year;
- (g) the total amount of money you are required to pay, with each Charge payable under this Contract is separately itemised on the Account;
- (h) the date you are required to pay the Account;
- (i) the options for payment that are available;

-
- (j) the services and options that we are able to offer if you are experiencing financial difficulties;
 - (k) details of our enquiry facility;
 - (l) interpreter services we offer;
 - (m) any outstanding credit or debit from previous Accounts;
 - (n) any payments made to us since the previous Account was issued;
 - (o) any available concessions and discounts and any concession or discount you are entitled to;
 - (p) any adjustments that have been made to the amount otherwise owed;
 - (q) information about any interest that may be charged on any outstanding amount on your Account, including the applicable rate of interest and the date from which interest may be applied.

11.3 How Accounts are sent

- (a) We will send your Account to the address to which the Charges relate, or your last known address.
- (b) You may nominate another address to which your Account should be sent, and this may include an email address.
- (c) Your Account will be considered delivered to you if it is sent by one of those means.

11.4 How payments can be made

You may pay your Account by any of the following methods:

- (a) mail;
- (b) electronic means;
- (c) direct debit;
- (d) in person at a network of agencies or payment outlets;
- (e) through a facility provided by a provider of income support (if any).

You can also choose to elect to pay your Account in advance using any of the above payment methods.

12 WHAT YOU PAY

12.1 Responsibility to pay the Account

You must pay us the amount of your Account by the date specified in your Account, unless there is a dispute.

12.2 Concessions

- (a) You may be entitled to a concession pursuant to the *Water and Sewerage (Customer Service Obligations) Act 2009* (Tas). You must apply to us for the concession and establish your eligibility.
- (b) If you are eligible, we will ensure that the concession is granted from the date on which your application for concession was lodged and you must pay your Account less the concession.
- (c) To obtain information on whether you are eligible see our website (www.taswater.com.au) or contact us.

12.3 Overdue Account balances

We may charge you interest on overdue Account balances at the Bank Bill Rate.

The interest will accrue on a daily basis at the Daily Rate commencing on the due date until the overdue amount is paid in full.

12.4 Undercharging

If you have been undercharged as a result of our error, we may (except in the case of Fraud) adjust your next Account to recover the undercharged amount if:

- (a) the amount to be recovered is limited to the amount undercharged in the 12 months prior to us first becoming aware that you had been undercharged; and
- (b) the amount to be recovered is listed as a separate item on your next Account issued after we become aware of the undercharge or on an Account specific to the undercharged amount and issued to you other than as part of a regular sequence of Accounts; and
- (c) an explanation is provided on your Account in clause 12.4(b) as to how the undercharging occurred and how the amount owing has been calculated; and
- (d) it allows, where the total period in which you were undercharged was a period of 30 days or less, for you to pay the amount to be recovered over a 30 day period, which ends not less than 30 days after the day on which the Account, referred to in clause 12.4(b), is sent to you; and
- (e) it allows, where the total period in which you were undercharged was a period of

more than 30 days, you to pay the amount to be recovered over a time period at least equal to that period in which undercharging occurred, up to a maximum of 12 months and beginning on the day on which the Account, referred to in clause 12.4(b), is sent to you; and

- (f) it allows you to pay the amount to be recovered through our flexible payment plan in accordance with clause 14.2 (Flexible payment plans).

12.5 Overcharging

If you have been overcharged due to our error, we will refund the amount of the overpayment and interest calculated at the Bank Bill Rate either:

- (a) in accordance with your reasonable instructions; or
- (b) where you have not provided reasonable instructions by crediting your next Account after we become aware of the error.

13 THE AMOUNT THAT WE CHARGE YOU

13.1 How prices are determined

Charges have been approved by the Regulator in its Final Report and Price Determination as set out in our Price and Service Plan approved by the Regulator.

13.2 How are our charges varied?

We can only vary our charges in accordance with the Regulator's decisions as set out in its Final Report and Price Determination.

13.3 Notification of price variations

We will notify you in writing of any changes to our Charges in your first Account of each financial year.

13.4 Other fees and charges

- (a) The Regulator approved a number of miscellaneous fees in its Final Report and Price Determination which apply to each financial year in the regulatory period.

We may charge you a cost reflective fee for any other services you request from us as set out in Schedule 4 of the Price Determination.

- (b) We may also charge you other fees, charges and amounts where we are entitled to do so under the Act or in the event any tax, levy or duty is imposed or passed onto us by any Government, including without limitation GST, carbon tax, or an environmental tax or any similar tax, levy or duty.

13.5 Dishonored or declined payments

If payment of your Account is dishonored or declined, we may recover from you an amount charged by our financial institution. We may include this amount in the next Account issued to you, or where we are not going to send you another Account, in an Account sent to you otherwise than as part of a regular sequence of Accounts.

14 WHAT CAN YOU DO IF YOU ARE UNABLE TO PAY YOUR ACCOUNT

14.1 Are you experiencing financial hardship?

If you are experiencing financial hardship you should contact us and we will provide you with information about the schemes available to assist you under our Financial Hardship Policy.

14.2 Flexible payment plans

- (a) If you are experiencing difficulty in paying your Account you should contact us. Subject to clause 14.3 we will offer you a flexible payment plan having regard to your capacity to pay and the pattern of your consumption of Services.
- (b) Our flexible payment plan will:
 - (i) state how the total amount to be paid under the flexible payment plans has been calculated; and
 - (ii) state the period over which you will pay the agreed amounts; and
 - (iii) specify an amount to be paid in each instalment under the flexible payment plan; and
 - (iv) be able to be renegotiated at your request if there is a demonstrable change in your financial circumstances; and
 - (v) ensure that it enables you and us, by agreement, if instalments are over a period of more than 3 months, to adjust the instalments required to be paid to Account for the liability arising from consumption of water or Sewage after the payment plan has been entered into; and
 - (vi) be confirmed in writing to you prior to, or as soon as practicable after the flexible plan commences.

14.3 When you can't enter into a flexible payment plan

We are not required to offer to enter into a flexible payment plan with you if:

- (a) within the previous 12 month period you have entered into more than 2 flexible payment plans with us and failed without reasonable excuse to comply with any

or all of the terms and conditions of the flexible payment plan; or

- (b) you have entered into more than 3 flexible payment plans with us and failed, without reasonable excuse, to comply with any or all of the terms and conditions of the flexible payment plan.

14.4 Term of your flexible payment plan

Your flexible payment plan commences when you make your first payment to us under the flexible payment plan and continues in force until payments under the flexible payment plan are completed.

15 YOUR RESPONSIBILITIES

15.1 Your Water System

If you are a property Owner you are responsible for maintaining all of the pipes and fittings between our Water Infrastructure and the building and/or taps on your property. This is referred to as Your Water System.

As a property Owner, you are responsible for any damage caused by the failure of Your Water System.

15.2 Your Sewer System

You are responsible for maintaining all sewer pipes and fittings within your property up to the Connection Point. This is referred to as Your Sewer System.

15.3 Altering and unauthorised connection or use

You must not:

- (a) wrongfully take, use or divert any water supplied by us; or
- (b) wrongfully interfere with the operation of a Meter or prevent a Meter from registering the quantity of water supplied by us; or
- (c) wrongfully discharge any substance into a System owned by us.

You must obtain our consent before carrying out any activity that may cause destruction of, damage to, or interference with our System.

15.4 Leaving, Selling, or leasing your Property

You must:

- (a) Notify us at least five days before you vacate, sell or lease the property to another person.

16 LIABILITY

16.1 Conditions and warranties of the Contract

Except as otherwise provided in this Contract or prohibited by law, all other terms, conditions, or warranties implied by law (except those statutory guarantees implied pursuant to the Australian Consumer), custom, or usage are excluded.

Despite any other provision of this Contract, nothing in this Contract is to be read as excluding, restricting or modifying the application of the Australian Consumer Law which cannot be excluded, restricted or modified.

Notwithstanding any other provision of this Contract, the liability of TasWater, if any, for anything arising out of or in connection with the provision of any services under this Contract (including a breach of a guarantee or warranty implied by the Australian Consumer Law in relation to the supply of any service, not of a kind ordinarily acquired for personal, domestic or household use or consumption) is limited, at TasWater's option, to:

- (a) the supplying of the services again; or
- (b) the payment of the cost of having the services supplied again.

Notwithstanding any other provision of this Contract, the liability of TasWater, if any, for anything arising out of or in connection with the supply of goods under this Contract (including a breach of a guarantee or warranty implied by any law (including any Legislative Requirements), except for any guarantee or warranty implied by sections 51, 52 or 53 of the Australian Consumer Law, in relation to the supply of any goods, not ordinarily acquired for personal, domestic or household use or consumption) is limited, at TasWater's option, to:

- (a) the replacement of the goods or the supply of equivalent goods;
- (b) the repair of the goods;
- (c) the payment of the cost of replacing the goods or of acquiring equivalent goods;
or
- (d) the payment of the cost of having the goods repaired.

17 WHEN DOES MY CONTRACT TERMINATE

17.1 Termination of this Contract

This Contract will terminate between us and you if you cease to be covered by this Contract as described in clause 2.2 (Who is covered by this Contract).

The termination of this Contract does not affect any of your or our rights or obligations that accrue prior to termination.

18 WHAT CAN YOU DO IF YOU ARE NOT HAPPY WITH OUR SERVICES

18.1 Complaints

If you are not satisfied with the solution offered or action taken by us, you may make a complaint in accordance with our Disputes Resolution Policy.

To obtain a copy of our Disputes Resolution Policy see our website (www.taswater.com.au) or contact us.

If you remain dissatisfied we will advise you of your right to lodge a complaint with the Tasmanian Ombudsman.

19 PRIVACY

We will treat your personal information according to the provisions in the *Personal Information Protection Act 2004* (Tas) and the *Privacy Act 1988* (Cth).

SCHEDULE 1 – DEFINITIONS

Account means an account as defined in the *Water and Sewerage Industry (Customer Service Standards) Regulations 2009* and includes a written instrument issued, or to be issued to you by us, setting out any Charges or interest that are payable to use by you.

Account Number means the number assigned to record your use of a Service provided by us and debits and credits in respect of the property.

Act means the *Water and Sewerage Industry Act 2008*.

Australian Consumer Law means the law as set out in Schedule 2 of the *Competition and Consumer Act 2011* (Cth).

Australian Drinking Water Guidelines means the current version of the Australian Drinking Water Guidelines published by the National Health and Medical Research Council/Natural Resource Management Ministerial Council.

Backflow Prevention means protection against the reverse flow of liquid within a piped plumbing system which could cause contaminants being drawn into our Water Infrastructure.

Bank Bill Rate means a daily published rate no less than the pre-tax of return that we earn over the period that the amount remains outstanding, or the period that a Security Deposit is held, were that amount to be invested in bank bills over a term of 90 days.

Billing Period has that same meaning as in the *Water and Sewerage Industry (Customer Service Standards) Regulations 2009* and means the period (which may be recurrent) in respect of which an Account may be issued by us to you.

Business Day means a day that is not a Saturday or a Sunday or a public holiday or a statutory holiday as defined in the *Statutory Holidays Act 2000* (Tas) in Hobart.

Category 1 Trade Waste customer means a customer discharging low volume and low impact Trade Waste which is minimal risk to the Sewerage Infrastructure and can be managed through cleaner production methods.

Category 2 Trade Waste customer means a customer discharging low to medium volume and low impact Trade Waste which requires physical pre-treatment at the source to make it acceptable for discharge to the Sewerage Infrastructure, and includes those customers in subcategories 2A, 2B and 2C as set out in the Price and Services Plan.

Charge includes the charges set out in clause 11.1 (When will your Account be sent), a one-off fee or charge, a volumetric charge, a fee that is payable periodically, a scale of fees or charges and an amount of money determined using a method of calculation or by application of a policy.

Complaint means a written or verbal expression of dissatisfaction about an action, proposed action or failure to act by us, including a failure by us to observe our published policies, practices or procedures.

Connection Charge means a cost-based charge for connecting a particular customer to water or sewerage infrastructure.

Connection Point means the point at which your pipes connect with the Water Infrastructure or Sewerage Infrastructure or such other point as may be prescribed in the regulations made and in force under the Act.

Connections Policy means the policy developed by TasWater pursuant to section 56U of the Act which forms part of the Price and Service Plan.

Consent means the specific terms and conditions that must be complied with, in addition to any general terms and conditions of this Contract that are not inconsistent with those terms and conditions, for TasWater to accept discharge of Trade Waste to its Sewerage Infrastructure from Category 1 or 2 Trade Waste customers.

Contract means this document and includes any schedules, appendices and annexures to this Contract.

Customer Service Code means the *Tasmanian Water and Sewerage Industry Customer Service Code*.

Customer means a person referred to in clause 2.2 (Who is covered by this Contract).

Customer Charter means the customer charter required under the Act and approved by the Regulator.

Daily Rate means the Bank Bill Rate plus 6% divided 365.

Deposit means a fee or charge set in accordance with the Price and Services Plan or the Price Determination or, where not applicable, under the pricing principles of the *Water and Sewerage Industry Act 2008* (Tas).

Disconnect (“**disconnection**”, “**disconnected**”) means to physically prevent the flow of water or sewage.

Dispute Resolution Policy means our Complaints Policy adopted by us and published on our website (www.taswater.com.au).

Environmental Regulations means requirements under the *Environmental Management and Pollution Control Act 1994* (Tas) and associated legislation.

Enquiry means a written or verbal approach you which can be satisfied by us providing written or verbal information, advice, assistance, clarification, explanation or referral about a matter.

Financial Hardship Policy means a financial hardship policy required under the Water and Sewerage Industry (Customer Service Standards) Regulations 2009 (Tas).

Fixed Charge means a recurrent charge for the provision of a regulated service to a customer but not including a variable charge.

Fixed sewerage charge means a recurrent charge for the provision of a regulated sewerage service to a customer but not including a variable charge or a Trade Waste Charge.

Fixed water charge means a recurrent charge for the provision of a regulated water service to a customer (including the provision of a regulated water supply to a Limited Water Supply Customer and a Limited Water Quality Customer) but not including a variable charge.

Fraud means dishonest activity causing actual or potential financial loss to us including but not limited to theft of money or property. Fraud usually involves deception including the deliberate falsification, concealment, destruction or use of falsified documentation or the improper use of information or position. The theft of property belonging to us but where deception is not used is also considered fraud. The concept of fraud can involve fraudulent or corrupt conduct by internal or external parties targeting us or fraudulent or corrupt conduct by us itself targeting external parties.

GST goods and services tax within the meaning of the GST Act.

GST Act means A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Health Regulations means the regulation of health, public safety and monitoring with respect to the supply of drinking water by the Director of Public Health, the Public Health Act 1997 (Tas), the Fluoridation Act 1968 (Tas) and associated subordinate legislation.

Infrastructure means Water Infrastructure or Sewerage Infrastructure.

Limited Water Supply Customer means a Customer that:

- (a) Is connected to a water main that periodically does not contain water under positive pressure; or
- (b) has a connection designed to provide low or intermittent flow, such as where the customer has been required to install, operate and maintain an individual tank or pump; or
- (c) is connected to a non-reticulation water main that is subject to significant pressure variations due to either:
 - (i) a pumped supply where the low pressure is below 50 kPa and the high pressure is above 500 kPa; or
 - (ii) an inlet supply to a trunk reservoir such that when the reservoir inlet

valve is open the pressure is below 50 kPa; or

- (iii) receiving a supply the regulated entity determines to be inadequate.

Limited Water Quality Customer means a customer receiving water from a supply which has a permanent boil water alert in place or a customer receiving Non-Potable Water from a supply the regulated entity has declared to be non-potable.

Loss means any loss, damage, injury, fees or expenses whatsoever, howsoever and to whomsoever caused.

Meter means a device used for the measurement of the flow of water or Sewage through Infrastructure or such other infrastructure or system as may be prescribed by the Act and subordinate legislation.

Metering Charge means the metering charge as detailed in the Price and Service Plan.

Minimum Flow Rate means the water flow rate which was provided as at 1 July 2009.

Minimum Pressure means the minimum pressure of as detailed in the Price and Service Plan.

Minister means the Minister for Primary Industries and Water.

Non-Potable Water means water that, on the basis of both health and aesthetic considerations, does not comply with the health guideline values contained in the Australian Drinking Water Guidelines and is not, therefore, suitable for drinking or culinary purposes.

Occupier means a person who has, or is entitled to, possession or control of the land and includes a person who occupies the land or part of the land jointly or in common with any other person and a person who occupies part of the land.

Owner means:

- (a) the registered proprietor of the land noted on the Folio of the Register maintained by the Recorder of Titles; or
- (d) the legal owner of general law land maintained by the Recorder of Titles.

Planned Interruption in relation to a property, means an interruption, to the provision of a Service to the property that is necessary in order to maintain, augment or upgrade our Infrastructure.

Potable Water means water that complies with the health guideline values contained in the Australian Drinking Water Guidelines.

Price and Service Plan means a regulated entity's price and service plan approved by the Economic Regulator under section 65 of the Act.

Price Determination means the Regulator's Price Determination for the period 1 July 2015 to 30 June 2018 published on DD MMMM 2015.

Property Owner's Infrastructure includes your pipes, any fittings or apparatus and your other equipment connected to a System.

Recorder of Titles means the Recorder of Titles appointed under section 4 of the *Land Titles Act 1980*.

Regulated Entity means TasWater.

Regulation means any regulation pursuant to statute and includes the *Water and Sewerage Industry (General) Regulations 2009*.

Regulator means the Economic Regulator within the meaning of the *Economic Regulator Act 2009*.

Regulatory period means the period covered by the Price Determination.

Security Deposit means an amount not greater than 37.5 per cent of your annual bill, based on your previous billing history or the average use of a comparable Customer over a comparable period.

Service means the provision of a Water Service or a Sewerage Service by us.

Service Charge means a charge levied on a customer, in relation to a property which may be connected or unconnected to either water or sewerage infrastructure. Levied under section 68A of the *Water and Sewerage Industry Act 2008*.

Serviced Land means a description of land, whether identified by individual title or by locality, that we will permit to be connected to our Infrastructure.

Sewage means the waste matter which passes through sewers and includes Trade Waste.

Sewerage Infrastructure means any Infrastructure that is, or is to be, used for:

- (a) the collection or storage of Sewage and includes the Connection Point; or
- (e) the conveyance or reticulation of Sewage; or
- (f) the treatment of Sewage, including any outfall pipe or other work that stores or conveys water leaving the Infrastructure used for the treatment of Sewage; or
- (g) any other Infrastructure used in connection with Sewage and declared to be sewerage infrastructure by the Minister by order; and
- (h) includes a combined System but does not include –
 - (i) any pipe, fitting or apparatus that is situated upstream of your Connection Point to a sewer main; or

- (ii) Infrastructure situated entirely within the one land holding and not connected to any other Infrastructure situated within another land holding; or
- (iii) any other Infrastructure used in connection with Sewage and declared not to be sewerage infrastructure by the Minister by order.

Sewerage Service means a Service that is provided in connection with the collection, storage, treatment, conveyance or reticulation of Sewage and includes a retail Service for the collection of Sewage or by any other Service declared to be a sewerage service by the Minister by order.

Sewerage System means the pipes, fittings, meters and other connected accessories required for or incidental to the discharge or conveyance of Sewage to our Sewerage Infrastructure, but does not include our Sewerage Infrastructure.

Special Meter Reading means in relation to a water Meter that is used for our purposes, means a reading of the Meter at a time other than the end of the period at which the Meter would usually be read by us.

Special Needs Customer means a special needs customer as determined by us or the Regulator as having special needs in accordance with clause 4.8 (Health or special needs) of this Contract.

System means our Water Infrastructure or Sewerage Infrastructure.

Target tariff represents the transitional tariff path that applies in a particular area or region. Customers are moved to these target tariffs consistent with the approved price constraints on changes in prices.

Tasmanian Ombudsman means the Ombudsman appointed under the Ombudsman Act 1978 (Tas).

TasWater means Tasmanian Water and Sewerage Corporation Pty Ltd ACN 162 220 653.

Trade Waste means liquid waste generated other than in the course of domestic activities and includes liquid waste generated by any trade, industrial, commercial, educational, medical, dental, veterinary, agricultural, horticultural, scientific research or experimental activities.

Trade Waste Charge means a recurrent charge for the acceptance of Trade Waste from a Customer but does not include a Fixed Sewerage Charge.

Unplanned Interruption means an interruption to the provision of a Service to the property that is an interruption that is not caused by us, or is necessitated by an event beyond our control.

Volumetric Charge means the charge for the amount of water that is calculated as being consumed by the property calculated in accordance with clause 8 (Water meter Installation,

Testing and Maintenance) and as varied pursuant to this Contract.

Water includes recycled water and re-use water, but does not include sewage.

Water Infrastructure means any Infrastructure that is, or is to be, used for:

- (a) the collection or storage of water, including from a dam or reservoir or a water production plant; or
- (b) the treatment of water; or
- (c) the conveyance or reticulation of water and includes the Connection Point; or
- (d) any other Infrastructure used in connection with water and declared to be Water Infrastructure by the Minister by order, but does not include:
 - (i) pipe, fitting or apparatus that is situated downstream of a customer's Connection Point to a water main; or
 - (ii) any pipe, fitting or apparatus that is situated upstream of a customer's Connection Point to a stormwater drain; or
 - (iii) Infrastructure situated entirely within the one landholding and not connected to any other Infrastructure situated within another landholding; or
 - (iv) any other Infrastructure used in connection with water that is declared not to be Water Infrastructure by the Minister by order.

Water Service means a Service that is provided in connection with the collection, storage, treatment, conveyance, reticulation or supply of water and includes a retail Service for the supply of water, but does not include:

- (a) supply or use of water for irrigation purposes; or
- (b) supply or use of water in connection with the generation of electricity.

Water System means the pipes, fittings, and other connected accessories required for or incidental to the supply and measurement of water provided by us, but does not include our Water Infrastructure.

We, our or us means TasWater its officers, employees, agents and Contractors.

Your Infrastructure means Your Sewer System and Your Water System.

Your Sewer System is defined in clause 15.2 (Your Sewer System).

Your Water System is defined in clause 15.1 (Your Water System).

You or your means a person who is a Customer.

INTERPRETATION

In this Contract, the following interpretations apply:

- (a) A reference to:
 - (i) one gender includes the others;
 - (ii) the singular includes the plural and the plural includes the singular;
 - (iii) a person includes a body corporate;
 - (iv) a party includes the party's executors, administrators, successors and permitted assigns;
 - (v) a statute, regulation or provision of a statute or regulation (**Statutory Provision**) includes:
 - (vi) that Statutory Provision as amended or re-enacted from time to time;
 - (vii) a statute, regulation or provision enacted in replacement of that Statutory Provision; and
 - (viii) another regulation or other statutory instrument made or issued under that Statutory Provision; and
 - (ix) money is to Australian dollars, unless otherwise stated.
- (b) "Including" and similar expressions are not words of limitation.
- (c) A reference to a clause or schedule is a reference to a clause of or a schedule to this Contract.
- (d) A reference to a Contract or document (including, without limitation, a reference to this Contract) is to this Contract or document as amended, novated or replaced.
- (e) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (f) Headings and any table of contents or index are for convenience only and do not form part of this Contract or affect its interpretation.
- (g) A provision of this Contract must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Contract or the inclusion of the provision in this Contract.
- (h) If an act must be done on a specified day which is not a Business Day, it must

be done instead on the next Business Day.

- (i) If there is any inconsistency between this Contract and any law, the law will prevail to the extent of the inconsistency.

SCHEDULE 2 – COMMERCIAL TRADE WASTE CONSENT