



# TasWater Customer Contract

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TASMANIAN WATER & SEWERAGE CORPORATION PTY LTD

ACN 162 220 653

This Contract is effective from 1 July 2026

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This Contract sets out the terms and conditions under which we will provide Water Services and/or Sewerage Services to You.

The Contract is approved by the Regulator and commences without You having to sign any documentation.

In addition to this Contract, we will comply with all applicable laws (including consumer laws) in our dealings with You.

## 1 DEFINITIONS AND INTERPRETATION

Terms used in this Contract have the same meanings as they have in the Act, Regulations and Code. Capitalised terms used in this Contract which are not defined in the Act, Regulations or Code are defined in Schedule 1 to this Contract.

## 2 THE PARTIES

### 2.1 What is a Customer Contract?

The Contract is between:

- (a) Tasmanian Water & Sewerage Corporation Pty Ltd ACN 162 220 653 (**TasWater**) (in this Contract referred to as '**we**', '**our**' or '**us**'); and
- (b) **You**, the Customer.

### 2.2 Am I covered by this Contract?

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

- (a) the Owner and Occupier of a property that is connected to our Infrastructure; or
- (b) the Owner (but not an Occupier) of a property that is connected to our Infrastructure; or
- (c) the Occupier of a property that is connected to our Infrastructure and is liable for Our Charges; or
- (d) the Owner or Occupier of a property that is not connected to our Infrastructure but to which we provide a Service that attracts an Unconnected Property Access Charge; or
- (e) a Limited Water Quality Customer; or
- (f) a Limited Water Supply Customer; or
- (g) a Special Needs Customer, including because You require Services for the use of a dialysis machine or other medical needs.

### **2.3 What if I have entered into a separate agreement?**

If and to the extent of any inconsistency, You have entered into a separate agreement with us for Services (for example, in relation to Trade Waste), the terms of that agreement will take precedence over the terms of this Contract.

### **2.4 When does this Contract commence?**

This Contract commences on the later of 1 July 2026 or upon You becoming a Customer under clause 2.2 and will apply to any Services provided on or after that date. Subject to any separate agreement for Services, this Contract replaces any previous customer contract that applied between You and us prior to 1 July 2026.

If You have entered into a separate agreement with us for Services, that other agreement will continue to apply for its duration with respect to the matters covered by that agreement.

### **2.5 How can this Contract be varied?**

We may vary this Contract as permitted by the Act.

### **2.6 When does this Contract terminate?**

This Contract will terminate if You cease to be a Customer. Termination does not affect any of Your or our rights or obligations that accrue prior to termination.

## **3 TASWATER WARRANTIES**

We will provide Services to You:

- (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.

## **4 WHAT WATER SERVICES DO WE PROVIDE?**

### **4.1 Provision of Water to Your property**

If Your property is lawfully connected to our Water Infrastructure, we will:

- (a) deliver Water to the Connection Point in accordance with our warranties under clause 3;
- (b) deliver Water to the Connection Point at the Minimum Flow Rate set out in our Price and Service Plan;
- (c) use reasonable endeavours to deliver Water to the Connection Point at the Minimum Pressure set out in our Price and Service Plan.

unless:

- (d) You are a Limited Water Quality Customer;
- (e) You are a Limited Water Supply Customer;
- (f) there is a Planned Interruption or Unplanned Interruption to the Water Service as detailed in clause 9; or
- (g) we restrict or disconnect the Water Service under clause 10 or as otherwise permitted by law.

#### **4.2 Flow rate tests**

At Your request, we will undertake testing of flow rates and water quality in accordance with the obligations and process set out in the Code.

#### **4.3 Water connections to Your property**

Provided:

- (a) we have not disconnected Your property (or the issues that led to a disconnection have been rectified); and
- (b) the connection requirements specified in our Connection Policy are met, we will permit connection(s) to Your property in accordance with the Code and the Act.

#### **4.4 Non-potable Water**

- (a) If You are a Limited Water Quality Customer, we will supply Non-potable Water to the Connection Point at Your property, and an alert will be issued to You regarding the use and/or consumption of the Non-potable Water.
- (b) You should adhere to any advice issued by the Department of Health and/or the Director of Public Health with respect to Your use of the Non-potable Water.
- (c) You accept all risks associated with the use of the Non-potable Water.

### **5 WHAT SEWERAGE SERVICES DO WE PROVIDE?**

#### **5.1 Provision of a sewerage service to your property**

If Your property is lawfully connected to our Sewerage Infrastructure, we will provide a Sewerage Service to Your property at the Connection Point in accordance with our warranties under clause 3, unless:

- (a) there is an interruption to the Sewerage Service as detailed in clause 9; or
- (b) we disconnect supply of a Sewerage Service under clause 10 ; or
- (c) the Act or other law provides otherwise.

## 5.2 Sewerage connections to Your property

Provided:

- (a) we have not disconnected Your property (or the issues that led to a disconnection have been rectified); and
  - (b) the connection requirements specified in our Connection Policy are met,
- we will permit connection(s) to Your property in accordance with the Code and the Act.

## 6 FAILURES OR FAULTS IN OUR INFRASTRUCTURE

Upon notification, we will attend to any faults or failures in our Infrastructure in accordance with the Minimum Service Standards and other obligations set out in the Code relating to blockages, leaks, bursts or spills. We will do this at our cost, but if You contribute to the damage, You may be liable to pay some or all of those costs.

## 7 TRADE WASTE

You may only discharge Trade Waste into our Sewerage Infrastructure if You are a Low-Risk Trade Waste customer. A list of business processes is available at [www.taswater.com.au](http://www.taswater.com.au).

Commercial Trade Waste Customers and Industrial Trade Waste Customers must apply for Consent to discharge Trade Waste. If permitted, limits on volume and quality of Trade Waste discharge may apply, including that:

- (a) the Consent (available at [www.taswater.com.au](http://www.taswater.com.au)) apply to Your discharge of Trade Waste to our Sewerage Infrastructure; and
- (b) if You do not comply with the requirements of the Consent, we may apply the Trade Waste non-compliance charges that are contained in our Price and Service Plan or require that You cease discharge until the non-compliance is rectified.

## 8 METER INSTALLATION, TESTING AND MAINTENANCE

We will install, read, test, maintain, and replace a Meter at Your property in accordance with the Act and the Code. The Meter remains our property.

## 9 FACTORS AFFECTING SERVICE

### 9.1 What types of interruptions and restrictions are there?

Subject to clause 10, Your Water Service and/or Sewerage Service may be affected:

- (a) by Planned Interruptions, where we have operational, protective or other works planned for our Infrastructure that require an interruption to Services; and/or

- (b) by Unplanned Interruptions, where a failure or fault in our Infrastructure caused by an event beyond our reasonable control requires immediate or emergency repair, an interruption to Services is necessitated, or there is a situation where we need to avert risk of danger to any person or property; and/or
- (c) when:
  - (i) we impose restrictions under the Regulations or as required due to an Unplanned Interruption; and/or
  - (ii) a water supply emergency is declared under the *Water Management Act 1999* (Tas); and/or
  - (iii) any other event or factor beyond our reasonable control impacts our ability to provide Services to You.

## 9.2 When will Services be restored?

- (a) For Planned Interruptions and Unplanned Interruptions, we will comply with our obligations set out in the Code, including Minimum Service Standards, information, and notice requirements. We will Restore Services to You as soon as practicable.
- (b) If You are registered with us as a Special Needs Customer, we will comply with our obligations set out in the Code to, where possible, provide advance notice to You and to prioritise the Restoration of Services to You in the event of Service interruption.

## 10 DISCONNECTION OR RESTRICTION OF SERVICES

Other than as set out in clause 9, we will only:

- (a) disconnect the supply of a Sewerage Service to a customer; and/or
- (b) disconnect or restrict the supply of a Water Service to a non-residential customer; and/or
- (c) restrict the supply of a Water Service to a residential Customer.

in accordance with the Act, Regulations and Code, and as detailed in the Charter, and will comply with our obligations relating to notices, limitations on restriction and disconnection, and Restoring service requirements.

## 11 SERVICES WE ARE NOT RESPONSIBLE FOR

We are not responsible for:

- (a) the supply, installation, commissioning, maintenance or replacement of a Backflow Prevention Device installed at the outlet of a Meter where the Backflow Prevention Device is 25 millimetres or greater; or

- (b) a private fire service; or
- (c) private extension, trunk services or property service pipes from private extensions; or
- (d) Your Infrastructure or infrastructure belonging to any other person located beyond the Connection Point (excluding the Meter); or
- (e) shared private pipes as detailed in clause 14.5; or
- (f) any illegal connections; or
- (g) any services installed contrary to requirements under the Act; or
- (h) the provision of facilities and parts for the repair of any goods supplied to You pursuant to this Contract.

## 12 YOUR ACCOUNT

We will issue You with a Bill setting out the amounts payable by You for each Billing Period in accordance with the requirements and process set out in the Code.

You must pay us the amount of Your Account by the due date specified, unless circumstances exist as set out in the Code.

If You:

- (a) are entitled to a concession under the *Water and Sewerage Industry (Community Service Obligation) Act 2009* (Tas) we will apply the concession to Your Account from the day after we grant the concession to Your Account and for each billing period in which You are a Customer and entitled to a concession;
- (b) are in financial hardship or are experiencing financial difficulty, we have policies and offer flexible payment plan arrangements to assist You, and, if You are eligible, we will apply these to Your Account;
- (c) have an overdue Account balance, we may charge You interest; or
- (d) have been overcharged or undercharged by us, we will undertake any adjustment or refund to Your Account (including any interest that may be payable);

in accordance with the Act and Code.

## 13 THE AMOUNT THAT WE CHARGE YOU

### 13.1 What Fees and Charges may be included on Your Account?

Our Fees and Charges are set out in our Price and Service Plan, and may include:

- (a) a Variable Water Charge;
- (b) a Variable Sewerage Charge;

- (c) a Water Access Charge;
- (d) a Sewerage Access Charge;
- (e) Trade Waste Charges;
- (f) an Unconnected Property Access Charge;
- (g) any other Charge included in our Price and Service Plan; and
- (h) any other fee, charge or amount imposed under the Act or passed onto us by any government.

### **13.2 How are Prices, Fees and Charges determined?**

The Regulator has approved the maximum Prices, Fees and Charges as set out in our Price and Service Plan.

### **13.3 How are our Prices, Fees and Charges varied?**

Our Prices, Fees and Charges may vary for each financial year only as set out in our Price and Service Plan. The amount of each of our Prices, Fees and Charges is set out in our pricing handbook, available on our website ([www.taswater.com.au](http://www.taswater.com.au)).

### **13.4 Dishonoured or declined payments**

If payment of Your Account is dishonoured or declined, we may pass through to You the dishonour fee charged by our financial institution as set out in the Code.

### **13.5 Security Deposits**

We may require You to pay us a Security Deposit as set out in the Code and Charter.

## **14 YOUR RESPONSIBILITIES**

### **14.1 Your Infrastructure**

You are responsible for maintaining, repairing and replacing all of the pipes and fittings (excluding the Meter) beyond the Connection Point to our Infrastructure and any building and/or taps on Your property. These pipes and fittings comprise Your Water System and/or Your Sewerage System.

### **14.2 Backflow Prevention Device**

If Your property has a connection to our Water Infrastructure, Your Water System must contain a Backflow Prevention Device in accordance with Our Boundary Backflow Containment Selection Requirements, as published on our website ([www.taswater.com.au](http://www.taswater.com.au)). Where required under the Boundary Backflow Containment Selection Requirements, You must supply, install, commission, maintain and, if required, repair and/or replace a Backflow Prevention Device that is approved by us on Your Water System. The Backflow Prevention Device will be owned by You.

### 14.3 Altering and unauthorised connection or use

You must not unlawfully:

- (a) take, use or divert any Water supplied by us; or
- (b) interfere with the operation of a Meter, including prevent it from registering the quantity of Water supplied by us; or
- (c) discharge any substance into a System owned by us; or
- (d) otherwise act in contravention of the Charter or our rights under the Act.

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

### 14.4 Changes to personal circumstances

You are responsible for notifying us of any changes to Your personal circumstances that may affect the amount that You are required to pay us, or the Services that we provide to You, including when You vacate, sell or lease Your property to another person.

### 14.5 Shared private assets

If Your Water System or Your Sewerage System connects to Shared Private Assets before connecting to our Infrastructure, TasWater is not responsible for the maintenance, replacement and costs associated with these Shared Private Assets, or any damage arising from a fault or failure of Shared Private Assets.

## 15 LIABILITY

### 15.1 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 Australian Consumer Law), custom, or usage are excluded.

Despite any other provision of this Contract:

- (a) nothing in this Contract is to be read as excluding, restricting or modifying the application of Australian Consumer Law which cannot be excluded, restricted or modified;
- (b) our liability, if any, for anything arising out of or in connection with the provision of any Service under this Contract (including a breach of a guarantee or warranty implied by 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 our option, to:
  - (i) the supplying of the Service again; or

- (ii) the payment of the cost of having the Service supplied again.
- (c) Our liability, 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 Subdivision A of Division 1 of Part 3-2 of Australian Consumer Law, in relation to the supply of any goods and services, not ordinarily acquired for personal, domestic or household use or consumption) is limited, at our option, to the:
  - (i) replacement of the goods or the supply of equivalent goods;
  - (ii) repair of the goods, however we cannot provide facilities and parts for the repair of any goods supplied to You by us pursuant to this Contract;
  - (iii) payment of the cost of replacing the goods or of acquiring equivalent goods; or
  - (iv) payment of the cost of having the goods repaired.

Without limiting clause 15.1, to the maximum extent permitted by law, we will not be liable to You for any loss of profits, business, anticipated savings, or for any indirect, special or consequential loss arising out of or in connection with this Contract, whether in contract, tort (including negligence) or under statute.

## **16 PRIVACY**

We will treat Your personal information in accordance with our Privacy Policy and Credit Related Information Policy (available at [www.taswater.com.au](http://www.taswater.com.au)).

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## SCHEDULE 1 – DEFINITIONS

**Account** has the same meaning as in the *Water and Sewerage Industry (Customer Service Standards) Regulations 2019* (Tas).

**Act** means the *Water and Sewerage Industry Act 2008* (Tas).

**Australian Consumer Law** means the law as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

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

**Business Process** means any operational activity, workflow, or series of tasks carried out by a business that results in the generation of trade waste.

**Charge** includes the charges set out in clause 13.1.

**Charter** means the TasWater Customer Charter published at [www.taswater.com.au](http://www.taswater.com.au) as amended from time to time.

**Code** means a customer service code issued under section 57 of the Act.

**Commercial Trade Waste Customer** means a Customer that includes business processes that discharge trade waste and require the Owner to apply for Permission to discharge. This includes the requirement to install onsite pretreatment and responsibility for its maintenance.

**Connection point** has that same meaning as in the Act and means:

- (a) the point at which the customer's pipes connect with the water infrastructure or sewerage infrastructure;
- (b) such other point as may be prescribed in the Regulations; or
- (c) as defined in TasWater's Standard Drawings.

**Consent** means the specific terms and conditions that a Customer must comply with in order for us to accept discharge of Trade Waste to our Sewerage Infrastructure, in addition to any general terms and conditions in this Contract that are consistent with those terms and conditions. The Consent is available on our website ([www.taswater.com.au](http://www.taswater.com.au)).

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

**Discharge Factor** is a percentage used to determine the amount of wastewater discharged into our sewerage system from a property based on its total water

consumption. Discharge factors vary depending on the property type and the expected wastewater discharge volume.

**Industrial Trade Waste Customer** means a Customer that uses business processes that discharge trade waste not classified as Low Risk Trade Waste Customer or Commercial Trade Waste Customer.

**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, for example 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 50kPa and the high pressure is above 500kPa; or
  - (ii) an inlet supply to a trunk reservoir such that when the reservoir inlet valve is open the pressure is below 50kPa; or
- (d) is otherwise receiving a supply of Water that we determine to be inadequate.

**Limited Water Quality Customer** means a Customer receiving Water from a supply (or part of a supply) which has an alert in place in relation to the use and/or consumption of Water.

**Low Risk Trade Waste Customer** means a Customer discharging Trade Waste of very low volume and impact, equivalent to, or less than, that of the sewage discharge of a standard residential dwelling.

**Non-potable Water** means Water that, on the basis of health and/or aesthetic considerations, does not comply with the health guideline values contained in the Australian Drinking Water Guidelines published by the National Health and Medical Research Council.

**Owner** means the person(s) who holds the freehold interest in any land that is connected to our Infrastructure or to which a Service is available to from us.

**Price and Service Plan** means our price and service plan approved by the Regulator under section 65 of the Act.

**Regulations** means any regulation pursuant to statute and includes the *Water and Sewerage Industry (General) Regulations 2019* (Tas), the *Water and Sewerage Industry (Customer Service Standards) Regulations 2019* (Tas), the *Water and Sewerage Industry*

*(Pricing and Related Matters) Regulations 2021 (Tas), and the Water and Sewerage Industry (Community Service Obligation) Regulations 2019 (Tas).*

**Regulator** means the Tasmanian Economic Regulator appointed under section 9 of the *Economic Regulator Act 2009 (Tas)*.

**Restore** means to undertake all reasonable steps to recommence the delivery of a Water Service or Sewerage Service, including by removing restrictions and undertaking works to affect the reconnection of disconnected infrastructure, as soon as is practicable.

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

**Sewerage Access Charge** has the same meaning as a 'fixed charge' under the *Water and Sewerage Industry (Pricing and Related Matters) Regulations 2021* and, for the purposes of this Contract, refers to a Charge, which is recurrent, for the provision of a Sewerage Service to a Customer, but does not include a Variable Sewerage Charge for the Sewerage Service.

**Shared Private Assets** means a private water and/or sewerage infrastructure that is shared by more than one person, at least one of whom is a Customer, and is not owned or shared by TasWater.

**System** means our Water Infrastructure or Sewerage Infrastructure.

**Trade Waste Charge** means a recurrent charge or a one-off charge for the acceptance of Trade Waste from a Customer but does not include a Sewerage Access Charge.

**Unconnected Property Access Charge** has the same meaning as a 'service charge' under Section 68A of the Act.

**Variable Sewerage Charge** has the same meaning as a 'variable charge' under the *Water and Sewerage Industry (Pricing and Related Matters) Regulations 2021* and, for the purposes of this Contract, refers to a Charge, for a Sewerage Service, that varies according to the volume of sewage removed from the property to which the Charge relates.

**Variable Water Charge** has the same meaning as a 'variable charge' under the *Water and Sewerage Industry (Pricing and Related Matters) Regulations 2021* and, for the purposes of this Contract, refers to a Charge, for a Water Service, that varies according to the volume of the water delivered to the property to which the Charge relates.

**Water Access Charge** has the same meaning as a 'fixed charge' under the *Water and Sewerage Industry (Pricing and Related Matters) Regulations 2021* and, for the purposes of this Contract, refers to a Charge, which is recurrent, for the provision of a Water Service to a Customer but does not include a Variable Water Charge for the Water Service.

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

**Your Infrastructure** means Your Sewerage System and/or Your Water System.

**Your Water System** and **Your Sewerage System** have the meaning described in clause 14.1 of this Contract.