

D. CUSTOMER CONTRACT

Price and Service Plan 2022–26

Customer Contract

CUSTOMER CONTRACT

TASMANIAN WATER AND SEWERAGE CORPORATION PTY
LIMITED ACN 162 220 653

This Contract is effective from 1 July 2022

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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.

2 THE PARTIES

2.1 What is a Customer Contract?

The Contract is between:

- (a) Tasmanian Water and Sewerage Corporation Pty Limited 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 service charges

If You are the Owner or Occupier of a property that is not connected to our Infrastructure but to which a Service is available and we impose a Service Charge, You are also our Customer and covered by the applicable provisions of this Contract.

You may be classified as a Limited Water Quality Customer or a Limited Water Supply Customer. These terms are defined in Schedule 1.

You must notify us if You require Services for the use of a dialysis machine or other medical needs, as You may be classified as a Special Needs Customer. 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.

2.3 What if I have entered into a separate agreement?

To the extent of any inconsistency, if You have entered into a separate agreement with us (for example, in relation to Trade Waste or for the supply or use of Water for irrigation purposes),

the terms of that agreement will take precedence over the terms of this Contract in respect of the matters covered by that agreement.

2.4 When does this Customer Contract commence?

This Contract commences on the later of 1 July 2022 or upon you becoming a Customer under clause [2.2].

Upon commencement, this version of the Contract replaces any previous contract between You and us. Any rights and liabilities that have accrued under any previous contract or agreement with us will be merged into this Contract.

For the avoidance of doubt, if You have entered into a separate agreement with us, 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?

If You cease to be a Customer as defined, this Contract will terminate between You and us. 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; and
- (c) so that Services comply with the applicable Health Regulations; and
- (d) so that Services comply with applicable Environmental Regulations.

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; or
- (e) You are a Limited Water Supply Customer; or

- (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
- (h) the Act or other law provides otherwise.

Testing of flow rates and water quality upon request by You will be undertaken in accordance with the obligations and process set out in the Code.

4.2 Water connections to your property

As long as your property has not been disconnected by us (or, if disconnected, the issues that led to the disconnection have been rectified) and meets the connection requirements specified in our Connection Policy, then we will permit connection(s) to your property in accordance with the Code and the Act.

4.3 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 clause [3], unless:

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

5.2 Sewerage connection to your property

As long as your property has not been disconnected by us (or, if disconnected, the issues that led to the disconnection have been rectified), and meets the connection requirements specified in our Connections Policy, we will permit connection(s) to your property in accordance with our 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, burst 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 Category 0 Trade Waste customer, Category 1 Trade Waste customer or a Category 2 Trade Waste customer.

If You are a Category 0 Trade Waste customer, Category 1 Trade Waste customer or a Category 2 Trade Waste customer:

- (a) this Contract and the Consent (available at www.taswater.com.au) apply to your discharge of Trade Waste to our Sewerage Infrastructure; and
- (b) if the Consent deals with a matter that is not contained in this Contract then the Consent applies in relation to that matter; and
- (c) the minimum acceptable means of Trade Waste pre-treatment apply, as specified in our Pre-treatment Guideline (available on our website at www.taswater.com.au); and
- (d) if You do not comply with the requirements of this Contract and/or the Consent, we may apply the Trade Waste non-compliance charges that are contained in our Price and Service Plan.

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

Your Water Service and/or Sewerage Service may be affected by:

- (a) Planned Interruptions: where we have operational, protective or other works planned for our Infrastructure that require an interruption to Services; and/or
- (b) Unplanned Interruptions: where a failure or fault in our Infrastructure 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) where we impose water restrictions under the Regulations, a water supply emergency is declared under the *Water Management Act 1999* (Tas), and/or other event or factor beyond our reasonable control impacts our ability to provide Services to You.

For Planned Interruptions and Unplanned Interruptions, we will comply with our obligations set out in the Code, including those relating to Minimum Service Standards, information, notice, and provision for Special Needs Customers. We will restore Services to You as soon as practicable.

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 will comply with our obligations relating to notices, limitations on restriction and disconnection, and restoration of 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, ~~from the day after we grant the concession to your Account;~~
- (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 Fixed Water Charge;
 - (c) A Fixed Sewerage Charge;
 - (d) Trade Waste Charges;
 - (e) A Service Charge;
 - (f) Any other Charge included in our Price and Service Plan;
- and
- (g) 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.

For each financial year, the amount of each of our prices, fees and Charges are set out in our pricing handbook, available on our website (www.taswater.com.au).

13.4 Dishonoured or declined payments

If payment of your Account is dishonoured or declined, we may recover from You an amount 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.

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 that is 25 millimetres or greater, 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 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 pipes

If Your Water System or Your Sewerage System connects to a shared private water or sewerage pipe before connecting to our Infrastructure, You are jointly responsible for the cost of maintenance or replacement of the shared private pipe, including damage to property resulting from a fault or failure in the shared private pipe.

Your shared responsibility starts from the point at which Your Water System or Your Sewerage System connects with the shared private pipe. The apportionment of costs incurred in maintenance or replacement of the shared private pipe is a matter between You and others who share it.

Disconnection of Your Water System or Your Sewerage System from a shared private pipe is a matter between You and the other persons who are connected to the shared private pipe, and we have no responsibility or authority in respect of disconnection from those shared private services.

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, 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.

Notwithstanding any other provision of this Contract, 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:

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

Notwithstanding any other provision of this Contract, 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 Sections 51, 52 or 53 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:

- (c) replacement of the goods or the supply of equivalent goods;
 - (d) 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;
 - (e) payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (f) payment of the cost of having the goods repaired.
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16 PRIVACY

We will treat your personal information in accordance with our Privacy and Credit Reporting Policy (available at www.taswater.com.au).

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 2011* (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.

Category 0 Trade Waste customer means a Customer discharging trade waste of very low volume and impact, equivalent to, or less than, that of a standard residential dwelling.

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 and/or the installation of pre-treatment devices approved by us.

Category 2 Trade Waste customer means a Customer discharging low to medium volume and low impact Trade Waste which requires installation of a pre-treatment system approved by us 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 TasWater's trade waste policy.

Charge includes the charges set out in clause 13.1.

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

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 from Category 0 Trade Waste customers, Category 1 Trade Waste customers or Category 2 Trade Waste customers, 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).

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

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

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.

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.

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).

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

Service Charge means a charge levied on a Customer under section 68A of the Act in relation to a property classified as ~~serviced land which may beis not connected or unconnected~~ to either Water Infrastructure or Sewerage Infrastructure.

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 Fixed Sewerage Charge.

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.