

1. What is a Customer Contract and who is covered by it

1.1. WHAT IS A CUSTOMER CONTRACT

The contract is between us, Ben Lomond Water and you.

This contract provides the terms under which we provide services to you. The contract also sets out rights and obligations.

This contract is legally enforceable and is a requirement of the *Water and Sewerage Industry Act 2008*, hereafter referred to as the Act.

1.2. WHO IS COVERED BY THIS CONTRACT

You are our customer and you are covered by this contract if you are:

- the Owner and Occupier of a property that is serviced land that is connected to Ben Lomond Water's infrastructure.
- the Owner (but not an Occupier) of a property that is serviced land that is connected to Ben Lomond Water's infrastructure.
- the Occupier of a property that is serviced land that is connected to Ben Lomond Water's infrastructure and is liable for service charges.

You are also our customer and covered by this contract, except clause 3 (What Services we Provide) apart from clause 3.2 (New water connection to your property), clause 4 (What sewerage services do we provide) apart from clause 4.2 (New sewerage connection to your property), clause 5 (Trade Waste), clause 7 (Water meter installation, testing and maintenance), clause 8 (Factors Affecting Service) and clause 9 (Disconnection or Restriction of Services), 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.

1.3. WHO IS NOT COVERED BY THIS CONTRACT

You are not a customer under this contract where the connection to our infrastructure has not been authorised by us or where it is subject to a separate agreement under section 61 of the Act.

1.4. WHEN DOES THIS CUSTOMER CONTRACT COMMENCE

Subject to any security deposit required to be paid by clause 2 (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 as that contract will continue to apply); and any rights and liabilities that have accrued under any previous contract with us are merged into this contract (unless prohibited by law).

2. Am I required to pay a security deposit

There are circumstances under which we may require you to pay us a security deposit. These circumstances are contained in the Customer Service Code, and we will require, use, and return (with interest where applicable) the deposit in accordance with the Customer Service Code and other relevant legislation.

If we require you to pay the Security Deposit and you don't pay the Security Deposit you cannot enter into this Contract

3. What water services do we provide

3.1. CONNECTION TO YOUR PROPERTY

As long as your property is connected to our water infrastructure we will deliver water to the connection point at your property, except:

- in the case of planned interruptions or unplanned interruptions under clauses 8.1 (Unplanned Interruptions) and 8.2 (Planned Interruptions); or
- in the case of the Ministerial Declaration or water shortages under clause 8.3 (Ministers declaration) and 8.4 (Water shortages); or
- where we are entitled to restrict or discontinue supply under clause 9 (Disconnection or Restriction of Services); or
- in the case of events beyond our reasonable control.

3.2. NEW WATER CONNECTIONS TO YOUR PROPERTY

As long as your property has not been disconnected by us, but is serviced land 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 Ben Lomond Water in its Connections Policy.

3.3. DRINKING WATER QUALITY

The drinking water we supply to the connection point at your property will:

- be provided exercising due care and skill;
- be provided in a proper and workmanlike manner and to a standard expected of a member of the water and sewerage industry in Tasmania; and
- comply with the Health Regulations; and
- be in accordance with our statutory obligations.

3.4. WATER FLOW RATE

Ben Lomond Water's Minimum Flow Rate is the flow rate that applied to a customer at the time of transferring to Ben Lomond Water, subject to ongoing assessment, review and improvement of system capability.

We will ensure the water we supply to your property is at the Minimum Flow Rate at the meter, or if there is no meter the tap nearest the connection point, except:

- in the case of planned interruptions or unplanned interruptions under clauses 8.1 (Unplanned Interruptions) and 8.2 (Planned Interruptions); or
- in the case of the Minister Declaration or water shortages under clause 8.3 (Ministers declaration) and 8.4 (Water shortages); or
- where we are entitled to restrict or discontinue supply under clause 9 (Disconnection or Restriction of Services); or
- your infrastructure falls short of the required conditions; or
- where the Act or the *Water Management Act* 1999 provides otherwise.

3.5. 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.

3.6. TESTING

You can request in writing we test flow rates in clause 3.4 (Water flow rates) and water quality for compliance with clause 3.3.

We may impose a charge on you if the test demonstrates we are complying with our obligations.

3.7. RECTIFICATION AFTER TESTING

We must rectify any deficiency identified by the test in clause 3.6 (Testing) as soon as possible, or within a time we can mutually agree.

3.8. HEALTH OR SPECIAL NEEDS

If you require the services, for the use of a dialysis machine or for other special health reasons or special needs you should notify us. Subject to you being 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 to meet your reasonable health needs.

You will receive advance notification of any planned interruptions to the water service under clause 8.2 (Planned Interruptions). In addition, we will make best endeavours to contact you as soon as possible in the event of any unplanned interruptions.

3.9. BREAKS OF YOUR WATER SYSTEM

If our Water Service becomes blocked, leaks, bursts or spills (**Break**), you are aware of the Break and you suspect that it is a Break in our Water Infrastructure, you should notify us.

3.10. OUR PROCEDURES FOR BLOCKAGES

If there is a Blockage in our Water Infrastructure due to its failure, we will make reasonable endeavours to ensure that we promptly attend the site upon being notified and take action to rectify the situation taking into account potential or actual impact on you, others affected by the failure, property and the environment.

3.11. RESPONSIBILITIES FOR CLEANING BLOCKAGES

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

4. What Sewerage services do we provide

4.1. CONNECTION TO YOUR PROPERTY

If your property is connected to our sewer system, we will remove the sewage from the connection point at your property, except:

- in the case of planned interruptions or unplanned interruptions under clauses 8.1 and 8.2; or
- where we are entitled to restrict or discontinue supply under clause 9; or
- In the case of events beyond our reasonable control.

4.2. NEW SEWERAGE CONNECTIONS TO YOUR PROPERTY

As long as your property has not been disconnected by us, and is serviced land we 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 Ben Lomond Water in its Connections Policy.

4.3. SUPPLY OF SEWERAGE SERVICES

The sewerage services we provide to the connection point at your property will:

- be provided exercising due care and skill;
- be provided in a proper and workmanlike manner and to a standard expected of a member of the water and sewerage industry in Tasmania; and
- comply with applicable requirements under Environmental Regulations; and
- be in accordance with our statutory obligations.

4.4. BLOCKAGE OF YOUR SEWER SYSTEM

If a sewerage system becomes blocked, leaks, bursts or spills (**blockage**), you are aware of the blockage and you suspect that it is a blockage in our sewerage system, you should notify us.

4.5. OUR PROCEDURES FOR BLOCKAGES

If there is a blockage in our sewerage infrastructure due to the failure of our sewerage system, we will make reasonable endeavours to ensure that:

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

4.6. RESPONSIBILITIES FOR CLEANING BLOCKAGES

- If the blockage occurs in our sewerage system we will clear the blockage at our cost. You may be liable to pay to the extent you have contributed to the blockage.
- If the blockage occurs in your sewerage system, you are responsible for arranging the blockage to be cleared by a licensed plumber or drainer.

5. Liquid Trade Waste

You may discharge Liquid Trade Waste into our sewerage system only if you have obtained our written permission and entered into an agreement with us.

The details of how to apply for and the requirements and standards to be met by you in order for us to give you written permission to discharge Liquid Trade Waste can be obtained from our website (www.benlomondwater.com.au).

6. Services for which we are not responsible

We are not responsible for:

- the installation, commissioning, maintenance or replacement of a backflow prevention device installed at the outlet of a meter; or
- A private fire service; or
- Private extension or trunk services or property service pipes from private extensions; or
- Infrastructure located beyond the connection point (excluding the water meter); or
- Illegal services installed contrary to our requirements of the Act; or
- The provision of facilities and parts for the repair of any goods supplied to you pursuant to this contract.

7. Water meter installation, testing and maintenance

7.1. WATER METER READINGS

Where your property has a water meter installed we will measure from the water meter the quantity of water we supply you. You will be charged for the quantity of water measured by the water meter in accordance with clause 10 (Your Account), unless the meter is faulty and we are required to adjust what we charge you under clause 7.4 (Over reading water meter), 7.5 (Under reading water meter) and 7.7 (Malfunctioning or damaged water meter).

7.2. 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.

7.3. METER TESTING

If you consider the meter is not accurate you may request that we test it. . The request must be in writing and request whether you would like to be present or have a representative present for testing the water Meter and must be accompanied by the Deposit

7.4. OVER READING WATER METER

If our test shows that the water meter is over reading outside the limit error specified in the *National Measurement Regulations 1999 (Cth)* we will:

- repay the deposit to you; and
- adjust your next account by the percentage error identified in the test in your next account.

7.5. UNDER READING WATER METER

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

- repay the deposit to you; and
- adjust your next account by the percentage error identified in the test in your next account.

7.6. ACCURATE WATER METER

If our test shows that the water meter is accurate within the limited error specified in the *National Measurement Regulations 1999 (Cth)* you are liable for our reasonable costs for our test.

7.7. MALFUNCTIONING OR DAMAGED WATER METER

If our test 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 by estimating the volume of water supplied based on the corresponding or closest corresponding billing period in the previous year; or
- by estimating the volume of water supplied 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.

7.8. 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. factors affecting service

8.1. UNPLANNED INTERRUPTIONS

We may disconnect or restrict services in the event of:

- an emergency;
- 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.

8.2. 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:

- the extent of the planned interruption;
- the reason for the planned interruption;
- the time at which the planned interruption will occur; and
- the time at which, or circumstances, if any, when the services will return to normal.

8.3. MINISTER'S DECLARATION

In accordance with the Minister's approval under the *Water Management Act 2000* (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.

8.4. WATER SHORTAGES

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

- there is a shortage of water; or
- for any other unavoidable cause, we are unable to supply the quantity of water which we would otherwise supply to you; or
- 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:

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

9. disconnection or restriction of services

9.1. DISCONNECTION OR RESTRICTION OF SUPPLY FOR NON-PAYMENT

If your premises are non-residential premises and fail to pay your account by the due date and have failed to make alternative arrangements for payment, we may disconnect or restrict the supply of water to your property in accordance with clause 9.2 (Notice of disconnection or restriction of supply of water for non-residential premises) and 9.7 (Restoration of supply after restriction or disconnection).

We will not take action to restrict the supply of water to your property, until we have provided you with notices under clause 9.2 (Notice of disconnection or restriction of supply of water for non-residential premises).

9.2. NOTICE OF DISCONNECTION OR RESTRICTION OF SUPPLY OF WATER FOR NON-RESIDENTIAL PREMISES

If your premises are 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. It will be sent to you in the same manner in which accounts are sent to you under clause 10.3 (How Accounts are sent).

9.3. NOTICE OF RESTRICTION OF SUPPLY OF WATER FOR RESIDENTIAL PREMISES

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.

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. It will be sent to you in the same manner in which accounts are sent to you under clause 10.3 (How accounts are sent).

9.4. 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.

9.5. DISCONNECTIONS FOR RESTRICTIONS OF SEWERAGE SERVICES AND WATER SERVICES FOR OTHER REASONS

We may also disconnect or restrict the supply of services to your property, if:

- we suspect on reasonable grounds that you have committed an offence relating to safety in respect of our infrastructure or an offence relating to illegal use of our Infrastructure; or
- we suspect on reasonable grounds that you, without our authority, are taking or diverting, or have taken or diverted, water or sewage from our infrastructure; or
- 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
- you have requested or agreed to the disconnection or restriction.

9.6. LIMITATIONS ON DISCONNECTIONS OR RESTRICTION

With the exception of unplanned interruptions, we will not restrict or disconnect the supply of water to your property:

- without giving you notice under clauses 9.2 (Notice of disconnection or restriction of supply of water for non-residential premises) and 9.3 (Notice of restriction of supply of water for residential premises); or
- if you registered with us in accordance with clause 3.8 that you are a special needs customer; or
- if you are experiencing financial hardship and have entered into a payment assistance arrangements with us and you are complying with those arrangements; or
- on a Friday, public holiday, weekend, day before a public holiday, or after 3.00pm; or

- 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
- it is a day of total fire ban declared by the Tasmanian Fire Service in the area where your property is located.

9.7. 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.

10. Your Account

10.1. WHEN WILL YOUR ACCOUNT BE SENT

We will issue you an account for the services we provide within 30 days of the end of the billing period which may include charges for:

- the water you consume at the usage charge;
- a fixed charge;
- a metering charge; or
- a service charge.

Some of our charges are subject to GST.

10.2. WHAT INFORMATION IS ON YOUR ACCOUNT

We will ensure that your account contains details of:

- the date the account was issued;
- your name, billing address and account number;
- the address of your property and the billing period to which the charges relate;
- in the event a water meter is installed, the details of any water meter reading including the meter registration number and the date the water meter was read;
- in the event a water meter is installed, the average daily rate of water use at the property to which the account relates, and if you own residential premises a graphical illustration of your current water usage. In the event 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 of the previous year;
- the amount of money you are required to pay presented so that each charge payable under this contract is separately itemised on the account;
- the date by you are required to pay the account;
- the options for payment that are available;
- the services and options that we are able to offer you if you are experiencing financial difficulties;
- our enquiry facility;
- interpreter services we offer;
- any outstanding credit or debit from previous accounts;
- any payments made to us since the previous account was issued;
- any concessions and discounts available and any concession or discount you are entitled to;
- any adjustments that have been made to the amount otherwise owed;
- a statement of the rate of interest and the date that interest will be applied from on any outstanding amount on your account.

10.3. HOW ACCOUNTS ARE SENT

We will send your account to your property address where the charges were incurred, unless you nominate another postal address.

Your account will be considered delivered to you if it is sent by one of those means.

10.4. HOW PAYMENTS CAN BE MADE

We provide the following method of payment for your account:

- mail;
- electronic means;
- direct debit;
- in person at a network of agencies or payment outlets;
- 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.

11. What you pay

11.1. 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.

11.2. CONCESSIONS

You may be entitled to a concession pursuant to the *Water and Sewerage (Customer Service Obligations) Act 2009*. You must apply for the concession and establish your eligibility.

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.

To obtain information on whether you are eligible see our website (www.benlomondwater.com.au) or contact us.

If you were already receiving a concession prior to this Contract becoming effective you do not need to apply for and establish your eligibility again.

11.3. 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 commencing on the due date until you have paid the amount that is overdue.

11.4. UNDERCHARGING

If your account is less than what you are required to pay us (that is, we have undercharged you) as a result of our error, we may adjust your next Account to charge the undercharged amount as a separate item, except in the case of Fraud, if:

- 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
- 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
- an explanation is provided on your account in 10.2 as to how the undercharging occurred and how the amount owing has been calculated; and

- it allows, where the total period in which you were undercharged was a period of 30 days or less, 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 is sent to you; and
- 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 11.4 (dot point 2), is sent to you; and
- it allows you to pay the amount to be recovered through our flexible payment plan in accordance with clause 13.2 (Flexible payment plans).

11.5. OVERCHARGING

If your account is greater than what you are required to pay us (that is, we have overcharged you) due to our error, we will refund the amount of the overpayment and interest calculated at the bank bill rate either:

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

12. what amount we charge you

12.1. HOW PRICES ARE DETERMINED

We will set and may vary the charges annually in accordance with the Price and Services Plan.

12.2. NOTIFICATION OF PRICE VARIATIONS

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

12.3. OTHER INCREASES IN PRICE

We may charge you a fee for any other services you request from us. You should contact us for further details of any ancillary service charges.

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.

12.4. 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.

13. What can you do if you are unable to pay your Account

13.1. 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.

13.2. FLEXIBLE PAYMENT PLANS

If you are experiencing difficulty in paying your account you should contact us as we offer flexible payment plans having regard to your capacity to pay and the pattern of your consumption of Services.

Our flexible payment plan will:

- state how the total amount to be paid under the flexible payment plans has been calculated; and
- state the period over which you will pay the agreed amounts; and
- specify an amount to be paid in each instalment under the flexible payment plan; and
- be able to be renegotiated at your request if there is a demonstrable change in your financial circumstances; and
- 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
- be confirmed in writing to you prior to, or as soon as practicable after the flexible plan commences.

13.3. 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:

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

13.4. 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.

14. your responsibilities for maintenance

14.1. YOUR WATER SYSTEM

If you are a property owner you are responsible for maintaining all of the pipes and fittings between our water system 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.

14.2. 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.

14.3. ALTERING AND UNAUTHORISED CONNECTION OR USE

You must not:

- wrongfully take, use or divert any water supplied by us; or
- wrongfully interfere with the operation of a meter or prevent a meter from registering the quantity of water supplied by us; or
- 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. LIABILITY

15.1. CONDITIONS AND WARRANTIES OF THE CONTRACT

Except as otherwise provided in this contract all other terms, conditions, or warranties implied by law, custom, or usage are excluded to the fullest extent permitted at law.

16. when does my Contract terminate

16.1. 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 1.2 (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.

16.2. VARIATIONS TO THIS CONTRACT

We may vary this Contract as permitted by the Act.

17. what can you do if you are not happy with our services

17.1. COMPLAINTS

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

To obtain a copy of our Complaints Policy see our website (www.benlomondwater.com.au) or contact us.

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

18. PRIVACY

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