

CUSTOMER CONTRACT

TASMANIAN WATER AND SEWERAGE CORPORATION
(NORTH WEST REGION) PTY LIMITED
ACN 133655008

This Contract is effective from 1 July 2012



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, Cradle Mountain Water 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 a 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:

2.2.1. the owner and occupier of property that is serviced land that is connected to our infrastructure; or

2.2.2. the owner (but not an occupier) of a property that is serviced land that is connected to our infrastructure; or

2.2.3. the occupier of a property that is serviced land that is connected to our infrastructure and is liable for a service charge.

You are also our customer and covered by this contract, except clause 4 (What Water Services Do We Provide) apart from clause 4.2 (New water connection to your property), clause 5 (What Sewerage Services Do We Provide) apart from clause 5.2 (New sewerage connection to your property), clause 6 (Trade Waste), clause 8 (Water Meter Installation, Testing and Maintenance), clause 9 (Factors Affecting Service) and clause 10 (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.

2.3. 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.

2.4. When does this Customer Contract commence?

Subject to any security deposit required to be paid by 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 contract under section 61 of the Act in which case that contract will continue to apply); and

- 2.4.1. any rights and liabilities that have accrued under any previous contract with us are merged into this contract (unless prohibited by law).

3. AM I REQUIRED TO PAY A SECURITY DEPOSIT?

3.1. Circumstances when you are 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.

3.2. What happens if I don't pay the security deposit?

If we require you to pay the security deposit and you don't pay the 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 at your property, except:

- 4.1.1. in the case of planned interruptions or unplanned interruptions under clauses 9.1 (Unplanned interruptions) and 9.2 (Planned interruptions); or
- 4.1.2. in the case of the Ministerial Declaration or water shortages under clause 9.3 (Minister's declaration) and 9.4 (Water shortages); or
- 4.1.3. where we are entitled to restrict or discontinue supply under clause 10 (Disconnection or Restriction of Services); or
- 4.1.4. in the case of events beyond our reasonable control.

4.2. 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:

- 4.2.1. your property meets the requirements of connection specified by Cradle Mountain Water in its *Customer Connection CEO Directive*.

4.3. Drinking water quality

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

- 4.3.1. be provided exercising due care and skill; and
- 4.3.2. 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
- 4.3.3. comply with the health regulations, except where you are a Limited Water Quality Customer as described in Schedule 3; and
- 4.3.4. be in accordance with our statutory obligations.

4.4. Water flow rate

We will ensure that 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:

- 4.4.1. in the case of planned interruptions or unplanned interruptions under clauses 9.1 (Unplanned interruptions) and 9.2 (Planned interruptions); or
- 4.4.2. in the case of the Ministerial Declaration or water shortages under clause 9.3 (Minister's declaration) and 9.4 (Water shortages); or
- 4.4.3. where we are entitled to restrict or discontinue supply under clause 10 (Disconnection or Restriction of Services); or
- 4.4.4. your infrastructure falls short of the required conditions; or
- 4.4.5. where the Act or the *Water Management Act 1999* provides otherwise; or
- 4.4.6. where you are receiving a Limited Water Supply Customer as described in Schedule 3.

4.5. 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.

4.6. Testing

You can request in writing that we test flow rates in clause 4.4 (Water flow rates) and water quality for compliance with clause 4.3.3.

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

4.7. Rectification after testing

We must rectify any deficiency identified by the test in clause 4.6 (Testing) as soon as possible, or within a time we mutually agree on.

4.8. 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 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.

4.9. 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.

4.10. 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:

- 4.10.1. we promptly attend the site upon being notified; and
- 4.10.2. take action to rectify the situation taking into account potential or actual impact on you, others affected by the failure, property and the environment.

4.11. 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.

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

the connection point at your property, except:

- 5.1.1. in the case of planned interruptions or unplanned interruptions under clauses 9.1 (Unplanned interruptions) and 9.2 (Planned interruptions); or
- 5.1.2. where we are entitled to restrict or discontinue supply under clause 10 (Disconnection or Restriction of Services); or
- 5.1.3. in the case of events beyond our reasonable control.

5.2. 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:

- 5.2.1. your property meets the requirements of connection specified by Cradle Mountain Water in its *Customer Connection CEO Directive*.

5.3. Supply of Sewerage Services

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

- 5.3.1. be provided exercising due care, and skill; and
- 5.3.2. 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
- 5.3.3. comply with applicable requirements under environmental regulations; and
- 5.3.4. be in accordance with our statutory obligations.

5.4. 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 infrastructure, you should notify us.

5.5. Our procedures for blockages

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

- 5.5.1. we promptly attend the site upon being notified; and
- 5.5.2. 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
- 5.5.3. inconvenience and damage to you is minimised; and
- 5.5.4. the affected area is suitably cleaned up as soon as possible in such a manner

to ensure to minimise the risk to human health.

5.6. Responsibilities for cleaning blockages

If the blockage occurs in our sewerage 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 sewerage system, you are responsible for arranging the blockage to be cleared by a licensed plumber or drainer.

6. TRADE WASTE

Category 1 and Category 2 Trade Waste customers, as defined in Schedule 1 - Definitions, may discharge trade waste into our sewerage infrastructure subject to the terms and conditions of the Trade Waste Consent (see Schedule 2).

Trade Waste charges for Category 1 and Category 2 Trade Waste customers are set out in Schedule 4 of the Price Determination.

An account for trade waste services will be sent to you in accordance with Clause 11.1 of this contract.

The Trade Waste customer listing on Cradle Mountain Water's website (cmwater.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. Category 3 and Category 4 Trade Waste customers, as defined in Schedule 1, will be required to enter into a Trade Waste Agreement under section 61 of the Act.

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 trade waste can be obtained from our website (www.cmwater.com.au).

7. SERVICES WE ARE NOT RESPONSIBLE FOR

We are not responsible for:

- 7.1.1. the installation, commissioning, maintenance or replacement of a backflow prevention device installed at the outlet of a meter; or
- 7.1.2. a private fire service; or
- 7.1.3. private extension or trunk services or property service pipes from private extensions; or
- 7.1.4. infrastructure located beyond the connection point (excluding the water meter); or

- 7.1.5. illegal services installed contrary to requirements under the Act; or
- 7.1.6. 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 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 11 (Your Account), unless the meter is faulty and we are required to adjust what we charge you under clause 8.4 (Over reading water meter), 8.5 (Under reading water meter) and 8.7 (Malfunctioning or damaged water meter).

8.2. 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.

8.3. Meter testing

If you consider that the meter is not accurately recording water passing through it, 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.

8.4. 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:

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

8.5. Under reading water meter

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

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

8.6. 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)* we will keep the deposit and you are liable for our reasonable costs for our test.

8.7. 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):

- 8.7.1. 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
- 8.7.2. 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.

8.8. Access to the water meter

In accordance with section 56ZA(2) of the Act, we may only enter your property to read or check the accuracy of a meter, install, repair, modify or replace a meter or adjoining pipework or examine any water system or sewerage system between 7.00 am and 7.00 pm on any day.

9. FACTORS AFFECTING SERVICE

9.1. Unplanned interruptions

We may disconnect or restrict services in the event of:

- 9.1.1. an emergency;
- 9.1.2. 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 Service 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 Service 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:

- 9.2.1. the extent of the planned interruption;
- 9.2.2. the reason for the planned interruption;
- 9.2.3. the time at which the planned interruption will occur; and
- 9.2.4. 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 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.

9.4. Water shortages

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

- 9.4.1. there is a shortage of water; or
- 9.4.2. for any other unavoidable cause, we are unable to supply the quantity of water which we would otherwise supply to you; or
- 9.4.3. 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:

- 9.4.4. the extent of the interruption;
- 9.4.5. the reason for the interruption;
- 9.4.6. the time at which the interruption will occur; and
- 9.4.7. 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

If your premises are non-residential premises and you 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 10.2 (Notice of disconnection or restriction of supply of water for non-residential premises) and 10.7 (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 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

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 11.3 (How accounts are sent).

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:

- 10.2.1. the extent of the proposed restriction or disconnection; and
- 10.2.2. the reason for the proposed restriction or disconnection; and
- 10.2.3. the time at which the restriction or disconnection is to occur; and
- 10.2.4. 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

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 11.3 (How accounts are sent).

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 restriction in accordance with the *Customer Service Code*, detailing:

- 10.3.1. the extent of the proposed restriction; and
- 10.3.2. the reason for the proposed restriction; and
- 10.3.3. the time at which the restriction is to occur; and

- 10.3.4. the time at which, or the circumstances, if any, in which the regulated service will cease to be restricted.

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.

10.4. Minimum flow rate during restriction

If we restrict the supply of water to you, we will provide a supply of water no less than 2 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 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:

- 10.5.1. 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
- 10.5.2. 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
- 10.5.3. 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
- 10.5.4. 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:

- 10.6.1. without giving you notice under clauses 10.2 (Notice of disconnection or restriction of supply of water for non-residential premises) or 10.3 (Notice of restriction of supply of water for residential premises); or
- 10.6.2. if you registered with us in accordance with clause 4.8 (Health or special needs) that you are a special needs customer; or
- 10.6.3. if you are experiencing financial hardship and have entered into a payment assistance arrangement with us and you are complying with those arrangements;
or

10.6.4. on a Friday, public holiday, weekend, day before a public holiday, or after 3.00pm; or

10.6.5. 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

10.6.6. if it is a day of total fire ban 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 we provide within 30 days of the end of the billing period which may include charges for:

11.1.1. the water you consume at the volumetric charge;

11.1.2. a fixed sewerage charge;

11.1.3. a fixed water charge;

11.1.4. trade waste charges; or

11.1.5. any other charges set out in the *Price and Service Plan*.

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:

11.2.1. the date the account was issued;

11.2.2. your name, billing address and account number;

11.2.3. the address of your property and the billing period to which the charges relate;

11.2.4. 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;

11.2.5. 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;

- 11.2.6. the amount of money you are required to pay presented so that each charge payable under this contract is separately itemised on the account;
- 11.2.7. the date by which you are required to pay the account;
- 11.2.8. the options for payment that are available;
- 11.2.9. the services and options that we are able to offer you if you are experiencing financial difficulties;
- 11.2.10. details of our enquiry facility;
- 11.2.11. interpreter services we offer;
- 11.2.12. any outstanding credit or debit from previous accounts;
- 11.2.13. any payments made to us since the previous account was issued;
- 11.2.14. any concessions and discounts available and any concession or discount you are entitled to;
- 11.2.15. any adjustments that have been made to the amount otherwise owed;
- 11.2.16. a statement of the rate of interest and the date that interest will be applied from on any outstanding amount on your account.

11.3. 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.

11.4. How payments can be made?

We provide the following methods of payment for your account:

- 11.4.1. mail;
- 11.4.2. electronic means;
- 11.4.3. direct debit;
- 11.4.4. in person at a network of agencies or payment outlets;
- 11.4.5. 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

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.cmwater.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.

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

12.4. 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:

12.4.1. 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

12.4.2. 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

12.4.3. an explanation is provided on your account in 12.4.2?as to how the undercharging occurred and how the amount owing has been calculated; and

12.4.4. 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, referred to in clause 12.4.2 , is sent to you; and

12.4.5. 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 12.4.2 , is sent to you; and

12.4.6. 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 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:

12.5.1. in accordance with your reasonable instructions; or

12.5.2. where you have not provided reasonable instructions by crediting your next account after we become aware of the error.

13. WHAT AMOUNT 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 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

The Regulator approved a number of miscellaneous fees in its Final Report and Price Determination which apply to each financial year in the first 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.

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

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:

- 14.2.1. state how the total amount to be paid under the flexible payment plans has been calculated; and
- 14.2.2. state the period over which you will pay the agreed amounts; and
- 14.2.3. specify an amount to be paid in each instalment under the flexible payment plan; and
- 14.2.4. be able to be renegotiated at your request if there is a demonstrable change in your financial circumstances; and
- 14.2.5. 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
- 14.2.6. 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:

- 14.3.1. 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
- 14.3.2. 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 any of these flexible payment plans.

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 FOR MAINTENANCE

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:

- 15.3.1. wrongfully take, use or divert any water supplied by us; or
- 15.3.2. wrongfully interfere with the operation of a meter or prevent a meter from registering the quantity of water supplied by us; or
- 15.3.3. 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.

16. LIABILITY

16.1. 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.

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 accrued prior to termination.

17.2. Variations to his contract

This contract may only be varied with the Regulator's approval in accordance with section 62 of the Act.

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 *Complaints CEO Directive*.

To obtain a copy of our *Complaints CEO Directive* see our website: (www.cmwater.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)*.

SCHEDULE 1

Definitions

Account means an account as defined in the *Water and Sewerage Industry (Customer Service Standards) Regulations 2009 (Tas)* 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 the record of 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 (Tas)*.

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 (Tas)* and means the period (which may be recurrent) in respect of which an account may be issued by us to you.

Category 1 Trade Waste customer means a customer discharging a low volume of trade waste or any volume of low impact liquid trade waste into the sewerage infrastructure.

Category 2 Trade Waste customer means a customer discharging a low to medium volume of trade waste or any volume of low impact liquid trade waste into the sewerage infrastructure.

Category 3 Trade Waste customer means a customer discharging a low to medium volume of trade waste or any volume of medium impact liquid trade waste into the sewerage infrastructure.

Category 4 Trade Waste customer means a customer discharging high impact liquid trade waste into the sewerage infrastructure.

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.

Complaints CEO Directive means our *Complaints CEO Directive* adopted by us and published on our website (www.cmwater.com.au).

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 or sewerage infrastructure or such other point as may be prescribed in the regulations made and in force under the Act.

Cradle Mountain Water means the Tasmanian Water And Sewerage Corporation (North West Region) Pty Limited (ACN 133 655 008).

Customer means a an owner or, owner and occupier, of a property that is connected to a regulated entity's water or sewerage infrastructure (including strata title lot owners); or

An occupier of a property that is connected to a regulated entity's water or sewerage infrastructure who is liable for water and sewerage charges; or

An owner or occupier of a property that is not connected to a regulated entity's water or sewerage infrastructure but where a regulated service is available and a regulated entity imposes a service charge for that service.

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

Customer Connection CEO Directive means the policy developed by Cradle Mountain Water pursuant to section 56U of the Act which forms part of the *Price and Service Plan*.

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

Deposit means \$50.00.

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

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

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

Final Report means the Economic Regulator's Water and Sewerage Price Determination Investigation Final Report published on 28 May 2012.

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.

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

Fraud means dishonest activity causing actual or potential financial loss 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 means the 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 Regulation 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 service customer means a customer receiving limited water quality or limited water supply or both limited water quality and limited water supply as defined in Schedule 3 of this contract.

Meter means a device used to measure the flow of water or sewage through infrastructure or such other infrastructure or system as may be prescribed in the Act or in 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 as detailed in the *Price and Service Plan*.

Minister means the Minister for Primary Industry, Parks, Water and Environment.

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:

- the registered proprietor of the land noted on the folio of the register maintained by the Recorder of Titles; or
- the legal owner of general law of 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.

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 2012 to 30 June 2015 published on 28 May 2012.

Property Owner's Infrastructure includes your pipes, any fittings, apparatus and 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 Cradle Mountain Water.

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:

- the collection or storage of sewage and includes the connection point; or
- the conveyance or reticulation of sewage; or
- 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
- any other infrastructure used in connection with sewage and declared to be sewerage infrastructure by the Minister by order; and
- includes a combined system but does not include –
 - any pipe, fitting or apparatus that is situated upstream of your connection point to a sewer main; or
 - infrastructure situated entirely within the one land holding and not connected to any other Infrastructure situated within another land holding; or
 - 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, reading of the water meter used for our purposes at a time other than at the end of the period when we would usually read the meter. a

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)*.

Trade Waste means the liquid waste generated by any industry, business, trade or manufacturing process.

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 Corporation means a regulated entity as defined in the Act.

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

- the collection or storage of water, including from a dam or reservoir or a water production plant; or
- the treatment of water; or
- the conveyance or reticulation of water and includes the connection point; or
- any other infrastructure used in connection with water and declared to be water infrastructure by the Minister by order, but does not include:
 - pipe, fitting or apparatus that is situated downstream of a customer's connection point to a water main; or
 - any pipe, fitting or apparatus that is situated upstream of a customer's connection point to a stormwater drain; or
 - infrastructure situated entirely within the one landholding and not connected to any other Infrastructure situated within another landholding; or
 - 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:

- supply or use of water for irrigation purposes; or
- 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 Cradle Mountain Water.

You or your means a person who is a customer.

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).

Interpretation

In this contract, the following interpretations apply:

- A reference to:
 - one gender includes the others;
 - the singular includes the plural and the plural includes the singular;
 - a person includes a body corporate;
 - a party includes the party's executors, administrators, successors and permitted assigns;
 - a statute, regulation or provision of a statute or regulation (statutory provision) includes:
 - that statutory provision as amended or re-enacted from time to time;
 - a statute, regulation or provision enacted in replacement of that statutory provision; and
 - another regulation or other statutory instrument made or issued under that statutory provision; and
 - money is to Australian dollars, unless otherwise stated.
- "Including" and similar expressions are not words of limitation.
- A reference to a clause or schedule is a reference to a clause of or a schedule to this contract.

- 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.
- 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.
- Headings and any table of contents or index are for convenience only and do not form part of this contract or affect its interpretation.
- 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.
- 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.
- If there is any inconsistency between this contract and any law, the law will prevail to the extent of the inconsistency.

SCHEDULE 2

TRADE WASTE CONSENT

This consent is a legally enforceable document and you should consider it carefully

PARTICULARS							
1. CONSENT DETAILS							
Corporation Reference No.							
Customer Category	1 or 2						
Issue Date							
Term of Consent							
2. PREMISES							
Trading / Business name							
Street No.		Shop No.		Street			
Suburb				Municipality			
3. CUSTOMER (Business Owner)							
Name							
Postal Address							
Suburb				State		Postcode	
4. PREMISES OWNER (if different from the Customer)							
Name							
Postal Address							
Suburb				State		Postcode	
5. TYPE OF BUSINESS/INDUSTRY							
CONSENT TO DISCHARGE							
<p>This Consent authorises the Customer to discharge Trade Waste into the Sewerage Infrastructure of the Corporation strictly in accordance with:</p> <ul style="list-style-type: none"> All details and requirements set out in the Particulars (on this and the following page); and the Conditions and Others: (Trade Waste and Charging Schedules) 							
<p>If you need clarification in relation to this Consent, please contact the Corporation. Please quote the Corporation's Reference Number and Phone: 13 MYWATER (13 6992) or email: wouter.vandermerwe@cmwater.com.au</p>							
Authorised Delegate for and on behalf of the Corporation:							
Signature							
Name	Julie Poole						
Title	Executive Manager: Customers and Communication						

Issued in accordance with the Water and Sewerage Industry Act 2008 and the Water and Sewerage Industry (General) Regulations 2009
Tasmanian Water and Sewerage Corporation (Cradle Mountain Water) Pty Ltd ACN 133 655 008

PARTICULARS		
6. ACCEPTANCE CRITERIA: DAYS/HOURS DISCHARGE ALLOWED		
Monday	<input checked="" type="checkbox"/>	to
Tuesday	<input checked="" type="checkbox"/>	to
Wednesday	<input checked="" type="checkbox"/>	to
Thursday	<input checked="" type="checkbox"/>	to
Friday	<input checked="" type="checkbox"/>	to
Saturday	<input checked="" type="checkbox"/>	to
Sunday	<input checked="" type="checkbox"/>	to
7. ACCEPTANCE CRITERIA: PERMITTED RATES OF DISCHARGE		
Maximum daily discharge	Less than -----litres a day (any 24 hour period)	
8. ACCEPTANCE CRITERIA: TRADE WASTE CONTENT		
The wastewater must not contain any oils, grease, solids or any substance listed in the Conditions under Acceptance Criteria (point 7). Discharge must be inside the range of 6-10 pH units. (Others)		
9. EXISTING PRE-TREATMENT EQUIPMENT		
10. NEW PRE-TREATMENT EQUIPMENT		
The Customer must install the Pre-Treatment Equipment listed in the following table. The Equipment must be commissioned within the specified timeframes and if no time is specified, then as a precondition to discharge.		
ITEM	DATE FOR COMMISSIONING	
	To be commissioned before:.....	
11. MAINTENANCE		
Pre-treatment Equipment must be maintained in good working condition and according to manufacturer's specifications and be cleaned and/or serviced at no less than the intervals specified below.		
EQUIPMENT	FREQUENCY	
Trade waste residues removed from any equipment must be legally disposed of. Documentation of sludge and liquid waste removal and cleaning of Pre-treatment Equipment must be kept on the Premises and made available to the Corporation on request.		
12. CALIBRATION REQUIREMENTS		
The following Monitoring Equipment must be calibrated at the intervals indicated by an approved service provider. A copy of the calibration certificate must be provided to the Corporation within one month of the Customer receiving it.		
EQUIPMENT	CALIBRATION FREQUENCY	
13. MONITORING OBLIGATIONS		
Sampling Point Location	Monitoring requirements	Monitoring frequency
14. SPECIAL CONDITIONS INSERT any special arrangements/ requirements OR state Not applicable		
This Consent will be valid until and replaces any previous Consent that exists. Samples will be taken for control purposes and effluent characterisation.		

Issued in accordance with the Water and Sewerage Industry Act 2008 and the Water and Sewerage Industry (General) Regulations 2009
Tasmanian Water and Sewerage Corporation (Cradle Mountain Water) Pty Ltd ACN 133 655 008

CONDITIONS

1. Requirement to Comply

This Consent is provided in three parts, namely;

- a) the Particulars, which set out details specific to the Customer's business; and
- b) these Conditions; and
- c) attached Schedules dealing with Acceptance Criteria, Monitoring, Charging and Site and Process Plan.

and the Customer must operate its business and the Trade Waste discharge in accordance with the details and requirements set out in the Particulars, the Conditions and Schedules.

2. Consent

This Consent allows the Customer to discharge Trade Waste into the Sewerage Infrastructure. This Consent:

- a) is issued under sections 56Z(2) and 61 of the Act;
- b) operates to override, to the extent of any contradiction or inconsistency, the Customer Service Code;
- c) cannot be transferred to any other legal entity by the Customer.

3. Duration

This Consent will commence from the issue date in the Particulars and will continue until either the end of the Term set out in the Particulars or when ended in accordance with these Conditions.

4. Directions of Corporation

The Customer must comply with any written or verbal notice or direction of the Corporation. In this Consent, any reference to a notice or direction to be given by the Corporation or any power, right or discretion expressed in favour of the Corporation, will be effectively given or exercised by any officer, employee or agent of the Corporation and must be complied with by the Customer.

5. Pre-treatment

Pre-treatment Equipment set out in the Particulars must be operated to pre-treat and manage the Trade Waste before its discharge from the Premises. This Pre-treatment equipment;

- a) can be existing, as detailed in the Particulars;
- b) can be New Pre-treatment Equipment, as detailed in the Particulars, including requirements regarding the dates for installation and operation;
- c) must be designed, installed and operated as directed by the Corporation. If requested by the Corporation, design and specification documentation must be provided to the Corporation's satisfaction; and
- d) must be modified, replaced or repaired as directed by the Corporation if it is apparent to the Corporation it is inadequate, outdated, faulty or requires replacement.

6. Maintenance

- a) All Pre-treatment Equipment, together with any other plant or infrastructure associated with the Trade Waste, must be maintained in good and efficient working order to the satisfaction of the Corporation.
- b) Where specific Maintenance requirements for Pre-treatment Equipment are identified in the Particulars, those requirements must be complied with.
- c) Trade waste residues removed from any part of the Premises must be disposed of in accordance with the law and to the satisfaction of the Corporation.
- d) Records of Maintenance and cleaning of Pre-treatment Equipment, including the dates and methods of disposal of Trade Waste residue, must be made on a continuous basis,

kept for a period of not less than 3 years after they are made and provided (upon request) to the Corporation.

7. Acceptance Criteria

- a) Where specific Acceptance Criteria are set out in the Particulars and Schedules, the Customer must not discharge Trade Waste that is outside the limits, exceeds, does not meet or otherwise does not comply with, such Acceptance Criteria;
- b) The Corporation may specify from time to time, general, additional, new, different or modified Acceptance Criteria which apply to the discharge of the Trade Waste with which the Customer must comply;
- c) The following substances must not be discharged from the Premises, namely:
 - Flammable and/or explosive substances;
 - radioactive substances (other than in accordance with the Radiation Protection Act 2005);
 - infectious wastes such as medical, clinical, veterinary or other pathological wastes that may pose a threat to human health;
 - genetically engineered organisms;
 - persistent and/or toxic substances;
 - discharge of greater than 38°C temperature; or
 - discharge outside the range of 6-10 pH units.

8. Monitoring

- a) The Customer must conduct Monitoring at the relevant locations, with any equipment specified and in accordance with any other requirements, set out in the Particulars and Schedules.
- b) The Corporation may from time to time, direct the Customer to undertake new, additional or modified Monitoring and the Customer must comply with any such direction.
- c) The Customer must maintain records of Monitoring in accordance with any requirements in the Particulars/Schedules and otherwise at the direction of the Corporation.
- d) The results of the analysis will be submitted to Cradle Mountain Water within one week of the results being received. All laboratory results and flow volumes are to be submitted to results@cmwater.com.au and records@cmwater.com.au

9. Charges

- a) The Customer must pay to the Corporation the Charges set and imposed by the Corporation from time to time in respect of the acceptance of and any other services associated with, the Trade Waste discharge.
- b) The Charges may be varied by the Corporation from time to time (generally on an annual basis).
- c) The Charges will be set and varied in accordance with the Price and Services Plan.

10. Special Conditions

Where any special or additional conditions apply to this Consent, these must be set out in the Particulars and the Customer must comply with these.

11. Requirement to Cease Discharge

The Corporation may direct, and the Customer must comply with, any directions to stop the discharge of Trade Waste either immediately (in an emergency in the opinion of the Corporation) or from some particular time and date:

CONDITIONS

- a) if the Trade Waste discharge is placing the Corporation in breach of its Licence or any other law or Regulation;
- b) if the Corporation considers the Trade Waste is or has the potential to cause risk to human health, the environment generally, any property or the Sewerage Infrastructure.
- c) in order to carry out maintenance, upgrading, cleaning or repairs to the Sewerage Infrastructure;
- d) if the Corporation requires the Customer to carry out any works to Pre-treatment Equipment or any other plant, equipment or part of the Premises;

12. Customer must Notify

The Customer must give not less than 30 days' written notice to the Corporation of any of the following events:

- a) any change to the business conducted either to that described in the Particulars, or which may materially affect the Trade Waste discharge;
- b) any intended change to the method of Pre-treatment;
- c) any intended change to the number of days or hours of the day, for discharge;
- d) any proposed transfer, sale or closure of the business or any proposal to cease possession of any part of the Premises;

13. Significant events

The Customer must notify the Corporation as soon as practicable by telephone and then in writing within 48 hours, of the happening of any of the following events:

- a) any of the events set out in condition 12 which have already occurred, without notice to the Corporation;
- b) any breach of this Consent, the Act or any Regulation;
- c) any event which has already, or is likely to, cause material or detrimental impact to human health, the environment generally, property, or the Sewerage Infrastructure; and that written notice must include details of the cause of the event, remedial actions that have or will be taken, together with actions proposed to ensure that the risk of the event occurring again is addressed, all to the Corporation's satisfaction.

14. Inspection

The Customer will allow the Corporation access to:

- a) the Premises generally;
- b) any Pre-treatment Equipment and any works associated with the creation, treatment, conveying and discharge Trade Waste;
- c) any records, samples or other information relating to the Monitoring or Maintenance;
- d) take further samples or carry out inspections as it thinks fit.

Any representative of the Corporation must be given all assistance that is reasonably requested and must not be impeded by any person at the Premises.

15. Powers and Obligations

- a) Where obligations are imposed on the Customer, the Customer must ensure that any officer, employee, agent or any other party associated with the Customer or the Premises, complies with such obligations and any failure to comply by such other party will constitute a breach of this Consent by the Customer.
- b) This Consent will not operate to limit or fetter in any way, any power, right or discretion of the Corporation arising under the Act, Regulation or any other law.

16. Termination

This Consent will terminate upon:

- a) the Customer providing not less than 30 days' written notice to the Corporation;
- b) any date so specified in the Particulars or if no date is set, from the giving of not less than 30 days written notice by the Corporation to the Customer;
- c) any stopping of the Trade Waste discharge for a period of greater than 90 days, without the Corporation's permission.

17. Termination for Cause

This Consent will terminate upon the date specified in written notice from the Corporation to the Customer arising from:

- a) a breach of this Consent by the Customer;
- b) the provision by or on behalf of the Customer of any information relating to the Trade Waste discharge which is false or deliberately misleading.

18. Obligations on Termination

When this Consent is terminated, the Customer must:

- a) at its cost, disconnect any connection to the Sewerage Infrastructure, in a manner to the satisfaction of the Corporation;
- b) make good any damage to the Sewerage Infrastructure arising from the Trade Waste discharge;
- c) pay any outstanding Charges or any other money owing to the Corporation.

19. Definition/Terminology

"Acceptance Criteria" means the: times within; and the rate(s) of; and the content of; the Trade Waste discharge, with which the Customer must comply.

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

"Charges" mean any levies, fees or charges imposed by the Corporation in respect of the Trade Waste discharge.

"Conditions" mean the terms and conditions here set out which apply to the Trade Waste discharge.

"Consent" means this Consent.

"Corporation" means the Tasmanian Water & Sewerage (Cradle Mountain Water) Pty Ltd.

"Maintenance" means any maintenance to be undertaken by the Customer pursuant to this Consent.

"Monitoring" means any Monitoring to be undertaken by the Customer pursuant to this Consent.

"New Pre-treatment Equipment" means any new Pre-Treatment Equipment specified in the Particulars to be installed by the Customer.

"Particulars" means the various details and requirements set out in the first part of this Consent.

"Pre-treatment" means any actions or works to be undertaken by the Customer in respect of treating or managing of Trade Waste prior to its discharge.

"Pre-treatment Equipment" means any plant, equipment or works utilised for pre-treatment and includes New Pre-treatment Equipment.

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

"Term" means the period this Consent will apply as specified in the Particulars.

Any word or phrase defined in the Act or Regulation has the same meaning in this Consent.

SCHEDULE 3

Limited Service Customers

Cradle Mountain Water recognises that a proportion of its customers receive a service that is less than a full service. This means that there may be limited services in either water quality or water supply, or a combination of both.

If you have been classified as a Limited Service Customer you will fall into one of the 3 customer classes below, and will receive a discounted charge (applied to the target tariff) in accordance with the Regulator's Price Determination. The discount will only apply until such time as a full water service is provided.

Customer Class	Description
Limited Water Quality	A customer receiving water from a supply which has a permanent boil water alert in place or a customer receiving water from a supply the regulated entity has declared to be non-potable.
Limited Water Supply	<p>A customer:</p> <ul style="list-style-type: none"> – connected to a water main that periodically does not contain water under positive pressure; or – with a connection designed to provide low or intermittent flow, such as where the customer has been required to install, operation and maintain an individual tank or pump; or – connected to a non-reticulation water main that is subject to significant pressure variations due to either: <ul style="list-style-type: none"> ○ a pumped supply where the low pressure is below 50 kPa and the high pressure is above 500 kPa; or ○ an inlet supply to a trunk reservoir such that when the reservoir inlet valve is open the pressure is below 50 kPa; or – receiving a supply the regulated entity determines to be inadequate.
Combined Limited Water Quality and Limited Water Supply	A customer receiving a combination of limited water quality and limited water supply.