



Hunter Water Customer Contract

Draft Customer Contract

2022-2027

Water >>

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Further information on IPART can be obtained from [IPART's website](#).

Acknowledgment of Country

IPART acknowledges the Traditional Custodians of the lands where we work and live. We pay respect to Elders, past, present and emerging.

We recognise the unique cultural and spiritual relationship and celebrate the contributions of First Nations peoples.

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Foreword

Hunter Water is the principal provider of **water** and **wastewater services** to over half a million people in the Lower Hunter region. In addition, some **recycled water services**, **stormwater services**, **trade waste services** and **unfiltered water** services are also provided.

For Hunter Water, **customers** are at the heart of what we do and providing excellent service is an important part of our commitment to providing safe, reliable and efficient water and **wastewater services** to our community.

This **Customer Contract** sets out your rights and obligations as a user of Hunter Water's **services** and sets out the minimum standards of service that you can expect from us. It also outlines Hunter Water's rights and obligations to help us meet our key objectives.

For more information about Hunter Water and the **services** we provide visit our website at www.hunterwater.com.au.

1 Introduction

1.1 Words used in this Customer Contract

Words in bold in this **Customer Contract** have a special meaning. The meanings are set out in the definitions in clause 16.1.

1.2 Understanding the Customer Contract

There are a number of provisions in clause 16.2 of this **Customer Contract** that may assist you in interpreting the **Customer Contract**.

Nothing in this **Customer Contract** is intended to remove or limit any statutory rights you may have under **Law** that cannot be excluded, including the consumer guarantees regime under the **Australian Consumer Law**.

2 What is a Customer Contract and who is covered by it?

2.1 What is this contract?

- (1) This **Customer Contract** is between us, **Hunter Water**, and you, the **customer**. You do not need to sign this **Customer Contract** for it to be valid, legally binding and enforceable.
- (2) It is a requirement of the **Act** that we have this **Customer Contract** with you. It provides the terms under which we provide, where available, the **services** to you, and it also sets out each others' rights and obligations including your rights in any **dispute** with us.
- (3) A summary of this **Customer Contract** is available on our website or by contacting us via the **General Enquiry Process**.

2.2 Who is covered by this contract?

- (1) You are a **customer** and you are covered by the relevant clauses of this **Customer Contract** if you own a **property** that is:
 - (a) connected to a water main or **wastewater** main owned by us and within our **area of operations**; or
 - (b) within a **declared stormwater drainage area**.
- (2) If we approve a **non-standard connection** that is not subject to a **separate agreement**, the following clauses of this **Customer Contract** will apply to you: 2, 5, 6, 7, 8.7, 9, 10, 11.1, 11.2, 12 (other than clause 12.2), 13 and 15. References to **services** in those clauses include the supply of **unfiltered water** for these **customers**.
- (3) If you are a **consumer** with an **unauthorised connection** to a water, **wastewater** and/or **recycled water** main owned by us and within our **area of operations**, the following clauses of this **Customer Contract** apply to you: 2, 5.6, 5.7, 6, 7.3, 8.3, 9.4 and 15.3.
- (4) If you are a tenant and receive **water services** or **wastewater services** from us, you are also our **customer** and clauses 2, 5, 6, 7, 12, 13 and 15 apply to you.
- (5) If you have a water supply or sewerage services contract (as that term is defined in the **WIC Act**) from a licensee under the **WIC Act**, this **Customer Contract** only applies to you for the **services** you receive directly from us. For the purposes of the **WIC Act**, water supply services includes **recycled water services**.

2.3 Other agreements with us

- (1) We may enter a **separate agreement** with you for the provision of different levels of service (for example, a **non-standard water connection**, a **trade waste** or **recycled water** connection).
- (2) The terms of the **separate agreement** will take precedence over the terms of this **Customer Contract**, to the extent of any inconsistency between them.
- (3) Before entering a **separate agreement** with you, we will provide you with an estimate of the costs to supply you with the service requested and advise you of any difference from the standards of service set out in this **Customer Contract**.

2.4 When does this Customer Contract commence?

- (1) This **Customer Contract** comes into effect on 1 July 2022 and will apply to you:
 - (a) from that date if you are already a **customer**, or
 - (b) from the date that you become a **customer**.
- (2) On its commencement this **Customer Contract** replaces any previous **Customer Contract** between you and us. If you have a **separate agreement** with us, that **separate agreement** will continue. Any rights and liabilities that have accrued under any previous **Customer Contract** with us are not affected by the commencement of this **Customer Contract**.

2.5 When does this Customer Contract end?

- (1) This **Customer Contract**, or relevant clauses of this **Customer Contract**, will end if you cease to be covered by this **Customer Contract**. The ending of this **Customer Contract** does not affect any rights or obligations of either you or us that have accrued prior to that point in time.
- (2) If this **Customer Contract**, or part of the **Customer Contract**, ends because you have requested that some or all of the **services** that we provide to your **property** be transferred to a licensee under the **WIC Act**, we will comply with the Transfer Code of Conduct established under that Act to effect the transfer.

2.6 Variation of this Customer Contract

- (1) We may vary this **Customer Contract** in accordance with the **Act**.
- (2) If the **Customer Contract** is varied, a notice explaining the variation:
 - (a) will be published in a daily newspaper circulating in the **area of operations**, made available on our website and through the **General Enquiry Process** at least 6 months before the variation becomes effective, or for a shorter period of notice as approved by the **Minister** in accordance with the **Act**; and
 - (b) will be given to each **customer** with their next **bill** although failure to do so will not invalidate the variation.
- (3) This clause does not apply to variations of **charges** made in accordance with a determination by **IPART**. They are explained in clause 5.

3 What services do we provide?

3.1 Water services

Supply of drinking water

- (1) If your **property** has an **authorised standard connection** to our water main, we will supply you with **drinking water** to meet your reasonable needs, except:
 - (a) in the case of **unplanned interruptions**, or **planned interruptions**, under clauses 4.1 or 4.2,
 - (b) in the case of **water restrictions**, under clauses 3.1(10) to 3.1(13) to the extent required to comply with the **water restrictions** in force at the time,
 - (c) where we are entitled to **restrict** or discontinue supply under clause 7,
 - (d) in the case of **major operational incidents** under clause 4.3, or
 - (e) in the case of events beyond our reasonable control in accordance with clause 4.5.

Supply of recycled water

- (2) To receive **recycled water** from us, your **property** must be within our **recycled water area** or you must enter into a **separate agreement** with us.

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- (3) If you are eligible to receive **recycled water**, we will supply you with **recycled water** to meet your reasonable needs, except:
 - (a) in the case of **unplanned interruptions**, or **planned interruptions**, under clauses 4.1 or 4.2,
 - (b) where we are entitled to **restrict** or discontinue supply under clause 7,
 - (c) in the case of **major operational incidents** under clause 4.3, or
 - (d) in the case of events beyond our reasonable control in accordance with clause 4.5.
 - (4) If we supply you with **recycled water**, we will give you information on the standard requirements for its safe use. We are not responsible for your use of **recycled water** contrary to the information we provide.

Drinking water quality

- (5) The **drinking water** we supply you will comply with the health-related guidelines provided in the **Australian Drinking Water Guidelines** and any additional requirements specified in writing by **NSW Health**.

Recycled water quality

- (6) The **recycled water** we supply you will comply with the **Australian Guidelines for Water Recycling** and any additional requirements specified in writing by **NSW Health**.

Health or special needs

- (7) If you require a continuous **drinking water service** to operate a life support machine or for other special health needs you must notify us. We will include you on our list of critical **customers** that are dependent on **drinking water** supply to the extent that an interruption to **drinking water** supply poses an immediate and major health or safety risk. We will use our reasonable endeavours to provide a continuous **drinking water service** to meet your reasonable health needs. However, disruptions to your **drinking water service** are not always preventable, so you should be ready to make alternative arrangements for the supply of **drinking water** to operate a life support machine or for other special health needs. If this scenario applies to you, you may also be eligible for a free water allowance. Information about the free water allowance can be found on our website.
- (8) Critical **customers** will receive notification of any **planned interruption** to the **drinking water service**. We will also alert our critical **customers**, whenever possible, that supply has been interrupted due to an emergency. It is not always possible to advise you of **unplanned interruptions** so it is important you have other contingencies in place should you experience disruption to your water supply.

Drinking water pressure

- (9) We will use our reasonable endeavours to ensure that the **drinking water service** we provide for **authorised standard connections** is at a minimum of 20 metres head of pressure at the **connection point**. This pressure is recognised as suitable for residential and **non-residential customers**.

Water conservation measures

- (10) The **Hunter Water Regulation** allows the **Minister**, for the purpose of maintaining water supply in times of drought, emergency or other public interest reason, to place **water restrictions** on the supply of water.

[Note: Restrictions only apply to the supply of drinking water and do not apply to the recycled water service].

- (11) We will publish notice of the **water restrictions** on our website. You must comply with the conditions of the **water restrictions** on and from the date specified in the notice.

- (12) The **water restrictions** may regulate or restrict:

- (a) the purpose for which water may be used;
- (b) the times when water may be used;
- (c) the quantities of water that may be used; and/or
- (d) the means or methods of using water,

across all of our **area of operations** or part of that area as specified in the notice.

- (13) The **water restrictions** will override any inconsistent provisions in this **Customer Contract**. If you do not comply with the **water restrictions**:

- (a) you may be issued a **penalty notice**, and/or
- (b) we may **restrict** or **disconnect** the **water service** to your **property**.

3.2 Wastewater services

Supply of wastewater services

- (1) If your **property** has an **authorised standard connection** to our **wastewater** main, we will provide you with a **wastewater services** to meet your reasonable needs for the discharge of **wastewater** except:
- (a) in the case of **unplanned interruptions** or **planned interruptions** under clauses 4.1 and 4.2,
 - (b) where we are entitled to **restrict** or **disconnect** supply under clause 7,
 - (c) in the case of **major operational incidents** under clause 4.3, or
 - (d) in the case of events beyond our reasonable control, in accordance with clause 4.5.

Wastewater overflow

- (2) We will use our reasonable endeavours to minimise the incidence of **wastewater overflows** on your **property** due to a failure of our **wastewater infrastructure**.
- (3) In addition to any statutory rights you may have under any legislation, including the **Australian Consumer Law**, if there is a **wastewater overflow** on your **property** due to the failure of our **wastewater infrastructure**, we will:
- (a) minimise inconvenience and damage to you by containing the overflow as soon as possible;

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- (b) clean up the affected area as quickly as possible at our cost and in a manner that minimises the risk to human health and the environment; and
 - (c) ensure that any rebate or redress that may be due to you under clauses 12.2 and 12.3 are paid or provided.

Wastewater mining

- (4) You may extract **wastewater** from our **wastewater infrastructure** only if you have obtained our prior written consent and entered into a **separate agreement** with us. You may also require approval from other authorities. You should contact us via the **General Enquiry Process** for further information.

Prohibited substances

- (5) You must not discharge into our **wastewater infrastructure** system any substance classified as a prohibited substance in our **trade wastewater standard**.

Trade waste services

- (6) You may discharge **trade waste** into our **wastewater infrastructure** only if you have obtained our written permission and, if required, entered into a **separate agreement** with us for this activity.
- (7) We will not provide our consent if by accepting the **trade waste**, we are in breach or potentially in breach, of any **Laws**, including the **Act**, our **Operating Licence**, or our **Environment Protection Licences**.
- (8) We reserve the right to refuse to accept **trade waste** into our **wastewater infrastructure** if we determine that it poses a risk to our operations, the health and safety of our people or our ability to service or meet the expectations of our broader **customer** base.

3.3 Stormwater services

Stormwater services

- (1) Hunter Water's **stormwater infrastructure** is located in the **declared stormwater drainage areas** and consists predominantly of major open channels and large pipe systems that collect the discharge from street drainage systems managed by local councils. While your **stormwater** is generally not directly connected to Hunter Water's **stormwater infrastructure**, **IPART** has set **charges** applicable to properties located in **declared stormwater drainage areas**.
- (2) You may contact us using the **General Enquiry Process** to determine if your **property** is within a **declared stormwater drainage area**.

Stormwater harvesting

- (3) You may extract **stormwater** from our **stormwater infrastructure** only if you have obtained our prior written consent and entered into a **separate agreement** with us. You may also require approval from other authorities. You should contact us via the **General Enquiry Process** for further information.

4 Factors affecting service

Hunter Water's obligations to you under clause 3 (except clause 3.1(5)) are suspended for the duration of any of the events described in clauses 4.1 to 4.5, to the extent those events relate to the relevant obligation.

4.1 Unplanned interruptions

- (1) If there is an **unplanned interruption** to your **services**, we will use our reasonable endeavours to minimise the inconvenience to you by restoring the **services** as quickly as possible and providing as much information as practicable about the 24-hour Emergency (faults and leaks) Assistance Line on 1300 657 000.
- (2) Access to emergency supplies of **drinking water** and/or toilet facilities may be provided where reasonably practicable and necessary having regard to the particular circumstances, unless your **separate agreement** provides otherwise.
- (3) Our website will provide information in relation to the **unplanned interruption** (including details of any emergency assistance) as well as estimated times for restoration of the **services**.

4.2 Planned interruptions

- (1) We may need to arrange **planned interruptions** to your **services** to allow for modification (for example, a new **customer** connection) or planned **maintenance** of our **infrastructure**.
- (2) Our website will provide information in relation to the **planned interruption** as well as estimated times for restoration of the **services**.
- (3) We will notify you in writing of the expected time and duration of any **planned interruption**. We will provide you with 2 days' notice if you are a **residential customer** and 7 days' notice if you are a **non-residential customer** (or such other times as agreed with you) of a **planned interruption**.
- (4) We will use our reasonable endeavours to reinstate your **services** within 5 hours in one continuous period.

4.3 Major operational incident

- (1) We may need to shut down part of our **infrastructure** if a **major operational incident** occurs. We may interrupt the **services** or ask the **Minister** to place **water restrictions** on the use of **drinking water**, until such time as the **major operational incident** is over.
- (2) Where practicable, notice of the **major operational incident** and the anticipated time of outage will be published on our website.

4.4 Restriction or disconnection

We may **restrict** or **disconnect** your **services** for any of the reasons set out in clause 7.

4.5 Force majeure

- (1) Our ability to provide **services** to you may be affected by events beyond our reasonable control, such as:

-
- (a) severe weather or conditions resulting from severe weather (or like event as classified by the Bureau of Meteorology); or
 - (b) a physical natural disaster including fire, flood, lightning or earthquake.

5 What you pay

5.1 How prices are set

- (1) We will set and vary **charges** from time to time as allowed by the **Act**, our **Operating Licence** and the maximum prices and methodologies determined by **IPART**.
- (2) When the date for commencement of a variation occurs part way through your **billing cycle** we will apply the variation of **charges** on a daily 'pro-rata' basis.

5.2 Publication of charges

- (1) Information on our charging policies, current **charges** and concessions is available on our website or by contacting us via the **General Enquiry Process**. It can be provided to you on request free of charge and, if necessary, in languages other than English.
- (2) We will also publish any variations to our **charges** on our website and provide details with your next **bill**. The variation will commence on:
 - (3) the first day of the next **billing cycle**;
 - (4) a date we nominate after we have published the change; or
 - (5) as determined by **IPART**.

5.3 Responsibility to pay the bill

You are responsible for payment of the **charges** included on your **bill** and must pay us the amount of your **bill** by the date specified in accordance with our *Billing Policy*, unless you have made other **payment arrangements** with us under the *Debt Recovery and Hardship Policy*.

5.4 Concessions

- (1) If you hold one of the recognised pensioner concession cards you may be eligible for a government funded pension concession.
- (2) You must apply to us for the concession. Information about your eligibility for a concession is available on our website.
- (3) If we determine you are eligible for a concession, we will ensure that it is applied to the full **billing cycle** in which it was requested. You must advise us using the methods available under the **General Enquiry Process** if your eligibility for a recognised concession card changes.
- (4) By applying for a concession, you authorise us to make enquiries with relevant authorities to confirm your eligibility.

[Note: See clause 15.3 for an outline of the information we may provide to relevant Authorities for the purpose of confirming your eligibility for a concession.]

5.5 Your bill

When will your bill be sent?

- (1) We will issue a **bill** to **residential customers** every 4 months for the **services** we provide to you. If we intend to change the billing frequency, we will give you at least 4 months' notice.
- (2) **Non-residential customers** with high water usage and **wastewater** disposal may at our discretion be sent an account on a monthly basis.
- (3) We will provide you with copies of your **bills** for the previous 12 months at any time on request, free of charge.

What information is on your bill?

- (4) We will ensure that your **bill** contains details of:
 - (a) the dates to which the **charges** apply;
 - (b) any credit or overdue amounts from previous bills and the total amount due;
 - (c) the usage and **service charges** separately itemised;
 - (d) other **charges** payable;
 - (e) the date payment is due;
 - (f) the most recent **meter** reading;
 - (g) a comparison of your water usage, where available;
 - (h) your postal address and account number;
 - (i) the address of the **property** where the **charges** have been incurred;
 - (j) options for the method of payment;
 - (k) contact telephone numbers for account enquiries and emergency **services**;
 - (l) how to get information on payment assistance options;
 - (m) your rights to rebates; and
 - (n) information in community languages about the availability of interpreter **services** and the phone number for these **services**.

How are bills issued?

- (5) We will send your **bill** to your nominated postal address. If you do not nominate a postal address, the **bill** will be sent to:
 - (a) the **property** to which the **services** are available or provided; or
 - (b) your last known postal address.
- (6) Your **bill** will be considered delivered to you if it is sent to one of these addresses. Please advise us if you move or your postal address changes using one of the methods on our website.

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- (7) We may offer other methods of providing you with your **bill** (such as electronically) during the term of this **Customer Contract**. If that happens you may request to receive your **bill** and other communications regarding payment by one of these other methods. Your **bill** will be considered delivered to you if it is sent by one of these above methods.

How can payment be made?

- (8) We will provide a range of payment options including via the internet or direct debit, over the phone, by mail or in person at an agency representing Hunter Water, details of which are available on our website.
- (9) You must pay by one of the methods that we offer. We will not accept payments by other methods. Payment may not be accepted if we suspect the use of fraudulent or unauthorised activities.
- (10) We may offer additional payment methods during the term of this **Customer Contract**. Current payment methods are shown on your latest **bill** and can be found on our website or obtained by contacting us via the **General Enquiry Process**.

Overdue account balances

- (11) We may charge you interest on overdue account balances in accordance with our *Interest Standard*. The interest will accrue on a daily basis commencing on the due date until you have paid the amount that is overdue.
- (12) We may also charge the costs and fees that we incur in recovering (or attempting to recover) an overdue amount.
- (13) We will not charge you interest on your overdue account if you have entered into a **payment arrangement** with us due to **payment difficulty**.

5.6 Undercharging

- (1) If, due to our error, your **bill** states that you are required to pay us an amount that is less than what you are actually required to pay us (that is, we have undercharged you) we may adjust your next **bill** to include as a separate item the amount (or amounts) by which you were previously undercharged.
- (2) However, if the undercharging is due to:
- (a) you providing false information;
 - (b) you not providing up to date information in relation to a change of use of the **property** or the number of dwellings on the **property**;
 - (c) an **unauthorised connection**; or
 - (d) a breach of this **Customer Contract** or the **Act**,
- you must pay the correct amount on request.
- (3) We may also charge you from the date we determine an **unauthorised connection** to have occurred.

5.7 Overcharging

- (1) If, due to our error, your **bill** states that you are required to pay us an amount that is greater than what you are Actually required to pay us (that is, we have overcharged you), we will apply a credit to your next **bill** after we become aware of the error, except where:
 - (a) you have provided false information;
 - (b) you have not provided up to date information in relation to a change of use of the **property** or the number of dwellings on the **property**;
 - (c) there is an **unauthorised connection**; or
 - (d) you are in breach of this **Customer Contract** or the **Act**.

5.8 Account queries and disputes

- (1) If you have questions regarding the **charges** on your **bill**, you should contact us via the **General Enquiry Process**.
- (2) If there is an unresolved **dispute** concerning an amount of money to be paid by you, we will not seek the disputed amount from you until the **dispute** has been resolved. Once the **dispute** has been resolved, you must, if the resolution is in our favour, pay the determined amount.

[Note: see clause 13.3 for when a dispute is considered to be resolved.]

- (3) You are obliged to pay any undisputed amount by the due date shown on your **bill**.

5.9 Wastewater usage charge

- (1) We will charge you a **wastewater** usage **charge** as determined by **IPART**. We will determine a **wastewater discharge factor** that is used to calculate **wastewater service** and usage **charges**. Unless you have a **wastewater meter**, our **wastewater discharge factor** will be based on how you use your **property**. We may review the determined **wastewater discharge factor** for your **property** where you can provide measured data to validate the change. Information on the review is available on our website.
- (2) Where significant **wastewater** discharge volumes from your **property** originate from sources other than a metered **water service** or metered **recycled water service** (for example, from rainwater or other on-site sources, tankered water or effluent), we may apply an additional **wastewater discharge factor** or require the **wastewater** discharge to be metered by a **meter** approved by us. The supply and installation of the approved **wastewater meter** will be at your cost (see clause 11.1).
- (3) Where a **wastewater discharge factor** is varied, the revised **charge** will apply from the beginning of the next **billing cycle**. We will notify you of any change to your **wastewater discharge factor** in accordance with clause 5.2.

5.10 Other costs and charges

Dishonoured or declined payments

- (1) If payment of your **bill** is dishonoured or declined, we will charge you the relevant maximum administrative **charge** specified by **IPART**.

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- (2) We may refuse to accept personal cheques or card payments for a specific **bill** where 2 or more dishonoured payments have occurred. We may refuse future payments by these means if you have a history of dishonoured payments.

Costs for installing and connecting services

- (3) You are responsible for all costs associated with an **authorised connection** to our **infrastructure** including the construction of any necessary works from your **property** to our **infrastructure**.

Charges for other matters

- (4) We may charge you a fee for any other service you request from us, or where we have agreed to provide you with a different level of service as set out in clause 3. You should contact us for further details of any ancillary **charges**.
- (5) We may also charge you other fees, **charges** and amounts where we are entitled to do so under the **Act**, the **Operating Licence** or any applicable **Law**.

Charges for other matters

- (6) We may charge you a fee for any other service you request from us, or where we have agreed to provide you with a different level of service as set out in clause 3. You should contact us for further details of any ancillary **charges**.
- (7) We may also charge you other fees, **charges** and amounts where we are entitled to do so under the **Act**, the **Operating Licence** or any applicable **Law**.

6 What can I do if I am unable to pay my bill?

6.1 Payment difficulties and assistance options

- (1) If you are experiencing **payment difficulty** you should contact us and we will provide you with information about available options to assist you in accordance with our *Debt Recovery and Hardship Policy*. All reasonable effort will be made to provide assistance to you.
- (2) If you are experiencing **payment difficulty**, you have a right to:
 - (a) be treated sensitively on a case by case basis;
 - (b) have your **payment difficulty** dealt with in a fair and reasonable manner;
 - (c) receive information from us on alternative **payment arrangements**;
 - (d) seek a deferral of payment for a short period of time;
 - (e) negotiate an amount you can afford to pay us on an agreed instalment plan. If you are a **non-residential customer** these arrangements will be based on reasonable commercial considerations and market conditions; and
 - (f) access to a language interpreter, if required, at no cost to you.
- (3) Additionally, if you are a **residential customer** experiencing **payment difficulty**, you will be provided with information about other options that may assist such as:

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- (a) the possibility of paying smaller amounts on a regular basis;
 - (b) tailored advice on other broader assistance options (including any appropriate government concession programs);
 - (c) referral to financial counselling services;
 - (d) information from us about accredited community agencies offering financial assistance, such as payment assistance scheme credit; or
 - (e) other programs which may assist you.
- (4) If you enter into a **payment arrangement** with us, we will:
- (a) allow you to make payments by instalments;
 - (b) inform you of the period of the payment plan and the amount and frequency of each instalment;
 - (c) provide for instalments to be calculated having regard to your consumption needs, your capacity to pay and the amount of any arrears you are required to pay; and
 - (d) provide you with procedures that are fair and reasonable for dealing with the **payment difficulty**.
- (5) If you are unable to meet your scheduled payment you will need to contact us immediately to reschedule the payment to prevent recovery action.

7 Restriction or disconnection of services

7.1 Restriction or disconnection of services for non-payment

- (1) If you fail to pay your **bill** by the due date and have failed to make alternative arrangements for payment, we may take legal action to recover the debt or **restrict** or **disconnect** your **services** in accordance with our *Debt Recovery and Hardship Policy*.
- (2) You may face additional costs if we take legal action or **restrict** or **disconnect** your **services**.

7.2 Notice of restriction or disconnection for non-payment

- (1) If you fail to pay your **bill** by the due date we will send you a reminder notice.
- (2) The reminder notice will:
 - (a) state the total amount payable;
 - (b) state that payment is due within 7 days of issue;
 - (c) state that you should contact us if you are having difficulty making payment and we will provide you with payment options including **payment arrangements**, subject to eligibility criteria; and
 - (d) advise you of your right to raise your concerns with **EWON** if you have attempted to resolve those concerns with us and are not satisfied with a decision made by us.
- (3) If you fail to comply with the reminder notice, we will send you a **restriction** or **disconnection** notice advising you that:

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- (a) you must pay the **bill** immediately otherwise, after 10 business days of our issuing the **restriction** or **disconnection** notice to you, we may take action to **restrict** or **disconnect** the **services** to your **property** or take legal action to recover the amount outstanding;
 - (b) that you may incur additional costs relating to us **restricting** or **disconnecting** the **services** and/or taking legal action to recover the amount outstanding;
 - (c) the supply of water to your **property** may be **restricted** or **disconnected** without further notice;
 - (d) you have the right to raise your concerns with **EWON** if you have attempted to resolve those concerns with us and you are not satisfied with a decision made by us; and
 - (e) you should contact us if you are experiencing **payment difficulty** and we will provide you with information about options available to assist you.
- (4) If you receive a **bill** for a new **billing cycle** that contains an overdue amount from a previous **billing cycle**, we may **restrict** or **disconnect** the **services** on the arrears after issuing you with the appropriate notices relating to the overdue amount.
- (5) Information on our practices and procedures relating to **payment difficulty**, debt recovery, **restriction** and **disconnection** are outlined in our *Debt Recovery and Hardship Policy*, which is available on our website.
- (6) We will not **restrict** or **disconnect** the **services** or commence recovery action in relation to non-payment of your **bill**:
- (a) without giving appropriate notice in accordance with this clause 7 of our intention to **restrict** or **disconnect** your **services**;
 - (b) if there is an unresolved **dispute** as to the amount owing (for when a **dispute** is deemed to be resolved for this purpose please see clause 13.3);
 - (c) if you have entered into or are in the process of entering into a **payment arrangement** due to **payment difficulty** and are complying with the agreed terms; or
 - (d) you have notified us that you have sought assistance from a community agency and that assistance is imminent.
- (7) We will not **restrict** or **disconnect** your **services**:
- (a) if you have notified us that you need **drinking water** for a life support machine or other special needs (as per clause 3.1(7)) on:
 - (i) a Friday,
 - (ii) the weekend,
 - (iii) a public holiday or the day before a public holiday, or
 - (iv) after 2:00 pm on a business day;
 - (b) where your **property** is occupied by a tenant:
 - (i) without advising the tenant that in some circumstances the **Act** permits a tenant to pay outstanding **charges** and then recover the amount paid from the **owner**

of the **property** or deduct the amount paid from any rent payable to the **owner** of the **property**; and

- (ii) without providing the tenant reasonable opportunity to pay the **bill**; or
- (c) if a related **complaint** is being considered for resolution by us or **EWON**, or by legal proceedings.

7.3 Restriction or disconnection for other reasons

- (1) We may **restrict** or **disconnect** the **services** to your **property** if:
 - (a) you have an **unauthorised connection** to our **infrastructure**;
 - (b) **your water system, your recycled water system, your wastewater system** or your **stormwater** pipes are **defective**;
 - (c) you fail to rectify a defect with, or undertake **unauthorised work** on, **your water system, your wastewater system** or your **stormwater** pipes as set out in clause 9;
 - (d) you breach this **Customer Contract**, the **Act**, a **separate agreement** or any other agreement with us, concerning the use or taking of **drinking water** or **recycled water** or the discharge of **wastewater** or **stormwater**;
 - (e) you fail to ensure access to our **meter** on your **property** in accordance with clause 11.2 after we have made reasonable endeavours to contact you to arrange access (such as leaving a notice requesting access and providing you with a **disconnection** warning);
 - (f) the poor quality of your pipes prevents us from exchanging the **meter** and you have failed to address this within 30 days of our notifying you of this;
 - (g) we issue you with a written notice requiring the installation of the appropriate **backflow prevention device** in accordance with our **Backflow Prevention Standard** and you have not complied with this written notice;
 - (h) you discharge **trade waste** into our **wastewater infrastructure** without a **separate agreement** with us (if one is required), or you fail to comply with the conditions of the **separate agreement**;
 - (i) you are connected to a **pressure sewerage system** that is owned by Hunter Water (refer to clause 8.6) and you do not comply with your **separate agreement** or the operation and **maintenance** requirements;
 - (j) a serious health, environmental or operational risk is posed by the discharge of chemicals or other substances into our **wastewater infrastructure**;
 - (k) a serious health or environmental risk is posed by backflow of any substance from **your water system** into our **water Infrastructure**;
 - (l) you use your **recycled water** in a manner inconsistent with its intended purpose or in a manner contrary to the information we provide about the safe use of **recycled water**;
 - (m) we are entitled or required to **restrict** or **disconnect** by direction of the **Minister** or under any applicable **Law** or this **Customer Contract**; or

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- (n) the **customer** is a corporation and a **non-residential customer** and an **insolvency event** occurs.

7.4 Minimum flow rate

If we take **restriction** action, we will provide a reasonable flow for health and hygiene purposes. If you believe that the **restriction** will cause a health hazard you should contact us.

7.5 Disconnection by a customer

- (1) You may **disconnect** your **property** from our **infrastructure** provided that:
 - (a) you have paid the relevant **charges**; and
 - (b) the **disconnection** is undertaken by a licensed plumber and conducted in accordance with Hunter Water's **connection requirements**; and
 - (c) you have complied with all applicable **Laws**; and
 - (d) you have given us all information we may reasonably require; and
 - (e) you or your licensed plumber have given us 2 business days' notice of the **disconnection** from the **infrastructure**, booked an inspection of the work and returned any of our **infrastructure** to us (i.e. the **meter**).
- (2) We will continue to charge you a **service charge**, even if you are not using the service, until the **disconnection** has been confirmed and/or any of our **infrastructure** is returned to us.

7.6 Restoration of services

- (1) If the conditions for restoration are met before 2:00 pm on any business day, we will use our reasonable endeavours to restore the:
 - (a) **drinking water service** on the same business day, if you pay before 2:00 pm on any business day; or
 - (b) your **wastewater service** within 24 hours of receipt of payment.
- (2) If the conditions for restoration are met after 2:00 pm on any business day and you pay the after-hours reconnection **charge** as set by **IPART**, we will use our reasonable endeavours to restore the **drinking water service** on the same business day.
- (3) Arrangements for restoration of **recycled water service** will be agreed between us and you.

8 Responsibilities for maintenance and repair

8.1 Diagrams

Appendix A contains diagrams showing responsibilities for **maintenance** for **authorised standard connections**. These diagrams are illustrative only and should not be relied on for any purpose other than to assist with understanding the provisions of this **Customer Contract**. In the event of an inconsistency between the diagrams and other terms and conditions of this **Customer Contract**, the other terms and conditions prevail to the extent of the inconsistency. Refer to our relevant **connection requirements** for further information.

8.2 Our responsibilities regarding our infrastructure

Hunter Water is only responsible for maintaining and repairing its **infrastructure**.

8.3 Your responsibilities regarding your water system

- (1) As the **owner** of the **property**, you own and are responsible for maintaining and repairing **your water system** including annual testing of any **backflow prevention devices** required to be installed in addition to the device integrated into the **meter**.
- (2) You are also responsible for any damage caused by a failure of **your water system**.
- (3) We may investigate any failure of **your water system** and undertake any reasonable repairs to **your water system** (up to and including the **meter**) as long as:
 - (a) **your water system** complies with our **Water Services Connection Standard**, and the Plumbing Code of Australia and any other applicable codes, regulations and standards; and
 - (b) the **meter** is situated up to one lineal metre along the pipe within your **property** boundary. If the **meter** is situated more than one lineal metre along the pipe within your **property** boundary, or there is no **meter**, we will only provide this service up to one lineal **meter** along the pipe within your **property** boundary.
- (4) We will only maintain and repair your **path tap** if it is situated within one lineal metre along your pipe inside the **property** boundary (as shown in a registered plan with the NSW Land Registry Services).
- (5) If we make repairs to **your water system**, we will backfill and make safe any excavations required on your **property**. We will not restore any landscaping, structures or hard surfaces.
- (6) We are not responsible for the installation, modification, **disconnection**, or disposal of water connections between our **water infrastructure** and the **meter**.
- (7) We are not responsible for the installation, modification, repair, **maintenance**, **disconnection**, disposal or testing (where applicable) of:
 - (a) **your water system**:
 - (i) downstream of the **meter**, or
 - (ii) if your **meter** is located more than one metre along the pipe within your **property** boundary, more than one metre along the pipe within your **property** boundary;

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- (b) **backflow prevention devices**, except where the device is integrated into the **meter** supplied and owned by us;
 - (c) main to **meter services** greater than 40 millimetres diameter and/or that are designed and installed to meet a **customer's** supply requirements;
 - (d) **unauthorised connections**;
 - (e) dedicated **fire services** or combined fire and domestic water services connected to our **water infrastructure**;
 - (f) **water services** connecting to privately-owned water mains such as in some community title subdivisions or **private joint services**;
 - (g) private water services connecting to our **water infrastructure** under the terms of a **separate agreement**; or
 - (h) damage to **your water system** not caused by Hunter Water.
- (8) You should contact us via the **General Enquiry Process** if you have any questions about the repair and **maintenance** responsibilities for **your water system**.
- (9) In this clause 8.3, references to "one lineal metre along the pipe within your **property** boundary" mean:
- (a) in the case of a **property** comprised of a lot in a strata scheme, to one lineal metre along the pipe inside the boundary of the parcel of the strata scheme of which your **property** is a part; and
 - (b) includes one lineal metre along any easement within which your **meter** or private service may be situated if that easement falls within your **property** boundary.

8.4 Your responsibilities regarding your recycled water system

- (1) You are responsible for maintaining and repairing **your recycled water system**.
- (2) We will also not meet the costs of installing new private services or modifying, upsizing or relocating existing private services. You should contact us via the **General Enquiry Process** if you have any questions about the repair and **maintenance** responsibilities for **your recycled water system**.

8.5 Your responsibilities regarding your wastewater system

- (1) You are responsible for maintaining and repairing **your wastewater system**, including your privately owned pressure sewerage equipment.
- (2) You must not allow rainwater to enter **your wastewater system**.
- (3) It is possible that the **connection point** with our **wastewater infrastructure** is outside your **property**. If you do not know where the **connection point** is, you should contact us via the **General Enquiry Process**.
- (4) We are not responsible for the installation, modification, repair, **maintenance**, **disconnection**, disposal or testing (where applicable) of:
 - (a) **wastewater** systems connecting to privately owned wastewater mains such as in some community title subdivisions or shared private services;

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- (b) private wastewater systems connecting to our **wastewater infrastructure** under the terms of a **separate agreement**; or
 - (c) damage to **your wastewater system** not caused by Hunter Water.
- (5) We will also not meet the costs of installing new private services or modifying, upsizing or relocating existing private services. You should contact us via the **General Enquiry Process** if you have any questions about the repair and **maintenance** responsibilities for **your wastewater system**.

Blockage of the wastewater system

- (6) If a blockage occurs and you suspect that it is a blockage in our **wastewater infrastructure**, you should notify us. If the blockage is in our **wastewater infrastructure** we will clear the blockage at our cost. However, you are liable to pay to the extent you have contributed to the blockage.
- (7) If the blockage occurs in **your wastewater system**, you are responsible for arranging the blockage to be cleared by a licensed plumber at your cost.
- (8) You should contact us via the **General Enquiry Process** if you have any questions about the repair and **maintenance** responsibilities for **your wastewater system**.

8.6 Pressure sewerage system

- (1) **Pressure sewerage systems** use pressure created by pumps, instead of gravity, to transport **wastewater** to our **wastewater infrastructure**.
- (2) If a **pressure sewerage system** is located on your **property**, you will generally have a collection tank and cover, a pump, an alarm control panel, electrical connections and a boundary kit (known as the **connection point**) on your **property**.
- (3) There are different repair and **maintenance** obligations depending on whether the **pressure sewerage system** is owned by us or by you.

- (a) Hunter Water **pressure sewerage system (HWPSS)**

If you are a **residential customer** connected to our **wastewater infrastructure** via a **HWPSS**, we will repair and maintain up to and including the collection tank. We will also repair and maintain the control panel and the power cable to the pump, as illustrated in Figure 4 in Appendix A.

- (b) Private **pressure sewerage system (PPSS)**

If you are a **residential customer** connected to our **wastewater infrastructure** via a **PPSS**, you are responsible for repairs and **maintenance** from the boundary kit to your **property** as illustrated in Figure 5 in Appendix A.

- (4) We may need to enter into a **separate agreement** depending upon the location of the boundary kit. You must ensure you maintain your pump and storage tank as set out in this **separate agreement**.
- (5) You are also responsible for any approvals from any **authority** relating to the installation and ongoing use of the **pressure sewerage system**.
- (6) You should contact us via the **General Enquiry Process** if you have any questions about the repair and **maintenance** responsibilities for your pressure sewerage system.

8.7 Non-standard connections

- (1) A standard connection is one that gives you the level of service outlined in this **Customer Contract**. If a standard connection is not available, then you may request a **non-standard connection**. If we approve a **non-standard connection**, this will give you access to our **services**, but these **services** will be provided at a different level to those outlined in this **Customer Contract**. In most cases we will enter a **separate agreement** with you for the **non-standard connection**. The level of service we give you, and your responsibilities to maintain any equipment, will be listed in that **separate agreement**. **Approval** of a **non-standard connection** will be at Hunter Water's discretion.
- (2) Subject to the terms of any **separate agreement**:
 - (a) if your **property** has a **non-standard wastewater connection** we will generally repair and maintain the system up to the **connection point** with our **wastewater infrastructure**, which may be outside the **property** boundary, and/or
 - (b) if your **property** has a **non-standard water connection** we will repair and maintain the system up to the **connection point** with our **water infrastructure**, which is located at our water main. You should engage a licensed plumber to repair leaks on **your water system**.
- (3) You should contact us via the **General Enquiry Process** if you have questions about your **non-standard connection**.

[Note: clause 2.2 sets out which clauses of this Customer Contract apply to customers with a non-standard connection who do not have a separate agreement with us.]

8.8 Private joint service

- (1) A **private joint service** exists if more than one **property** receives **services** from the one **connection point**.
- (2) Each **owner** is responsible for the repairs and **maintenance** of the **private joint service** and any damage resulting from a defect in the **private joint service**. Your shared responsibility starts from the **connection point** to our **infrastructure**. The apportionment of costs incurred in its **maintenance** is a matter between you and others who share it.
- (3) **Disconnection** of individual properties from **private joint services** is a matter between the relevant **owners** of the properties. We have no authority in respect to **disconnection** from **private joint services**. If you are the **property owner**, you must apply for **disconnection**, as described in clause 7.5.

8.9 Stormwater connections, coverings and bridges

- (1) You are responsible for the **maintenance** of any connections between your **property** and our **stormwater infrastructure**.
- (2) You are responsible for the **maintenance** of any coverings, bridges or similar structures within your **property** that cover or cross our **stormwater infrastructure** unless they are owned by us.

8.10 Water efficiency

- (1) Water is a very precious resource. You can help conserve this precious resource by not wasting water and by using water efficient appliances.

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- (2) You may install water efficient plumbing fixtures, appliances and equipment as recommended under the Water Efficiency and Labelling and Standards Scheme.
 - (3) You may install water saving devices, for example:
 - (a) that collect and use rainwater for your own use. Provided that the water tanks are not directly connected to our **water infrastructure** in any way, you do not need to meet any of our requirements. However, if the water tank is to be directly connected to our **water infrastructure**, you will be required to install the appropriate **backflow prevention device**. This is to avoid the risk of contamination of our **drinking water** supply;
 - (b) a composting toilet that does not require connection to our **water infrastructure** or our **wastewater infrastructure**.
 - (4) You must comply with **BASIX** requirements and all applicable **Laws** when installing water efficiency devices. Approval may be required from your local council.
 - (5) For non-residential properties connected to our **wastewater infrastructure** that have rainwater tank(s) with a volume exceeding 20,000 litres installed to supply plumbing facilities, (for example, where rainwater is used for toilet flushing, laundry supply, floor wash down), we may require the **wastewater** discharge to be metered or may impose an additional **wastewater discharge factor** as set out in clause 5.9.
 - (6) Information on how to conserve water is available on our website or by contacting us via the **General Enquiry Process**.

8.11 Giving notice of system failures

- (1) You should inform us if you become aware of:
 - (a) any failure of our **infrastructure**, such as a burst main, overflow or leak from our **infrastructure**, or
 - (b) any interruption or disruption to your **services**,and we will attend to the incident as soon as practicable.

8.12 Removal of trees

- (1) If a tree on your **property** is obstructing or damaging our **infrastructure**, or is reasonably likely to do so, we may require the removal of the tree at your cost except where the **Act** provides otherwise.
- (2) We will give you 14 days of written notice requiring you to remove the tree.
- (3) You may, with our consent but at your cost, take steps to eliminate the cause of damage or interference to our **infrastructure**, without removing the tree.
- (4) If you fail to comply with a notice to remove a tree without reasonable cause, by the specified date, then we may remove the tree at your cost.
- (5) We cannot require a tree to be removed that is the subject of a protection or conservation order under the *Heritage Act 1977* (NSW) or the *National Parks and Wildlife Act 1974* (NSW) or similar **Law** but not including any environmental planning instrument.
- (6) You may contact us via the **General Enquiry Process** for further information about the removal of trees.

9 Defective or unauthorised work

9.1 Authorised connections

Connection to our **infrastructure** must be approved by us and comply with the conditions we set to ensure the safe and reliable supply of **services**. The connection must be undertaken by a licensed plumber and in accordance with our **connection requirements**. If you do not comply with these requirements you will be considered to have an **unauthorised connection**.

9.2 Defective or unauthorised work

- (1) If we become aware of any **defective works** or **unauthorised work** to our **infrastructure**, we will request the **defective works** or **unauthorised work** to be rectified within a reasonable time.
- (2) If you do not comply with the notice, we may **restrict** or **disconnect** your **services** until it is fixed. We may also remedy the **defective works** or **unauthorised work** and you will be charged the reasonable costs incurred by us in undertaking this work and, if required, in reconnecting you.
- (3) We may **restrict** or **disconnect** your **services** without notification if your **defective works** or **unauthorised work** presents a health or physical hazard to our **personnel**, **infrastructure** or the community in general.

9.3 Building, landscaping and other construction work

- (1) Any works, such as excavation, building, landscaping or other construction work that are over, or adjacent to, our **infrastructure** can impact on our ability to access our **infrastructure** for essential repairs and **maintenance** or in the event of an emergency. You must not undertake any of these activities without first requesting our consent. Such consent can be given subject to certain conditions or withheld at our sole discretion. You can find further information on our website or by contacting us using the **General Enquiry Process**. If you do not comply with these requirements you will be considered to have undertaken **unauthorised works**.
- (2) We may request that you remove any **unauthorised works** that have the potential to interfere with our **infrastructure** or access to our **infrastructure** at your cost. If you do not comply with our request within the required timeframe, we may remove the **unauthorised works** and charge you the reasonable costs incurred by us in undertaking this work. We may also **disconnect** your **property** from our **services** until the work is carried out if the work presents a health or physical hazard to Hunter Water's **personnel**, **infrastructure** or community in general.
- (3) Failure to obtain **approval** or comply with the conditions of an **approval** may limit our obligation to reinstate the **unauthorised works** or the obligation for compensation (see clause 12.4) as a result of our need to access our **infrastructure**.
- (4) Properties with an existing **water service** must be metered during the period of any excavation, building, landscaping or construction works. The **meter** must be accessible (as described in clause 11.2) at all times.

9.4 Altering and unauthorised connection or use

- (1) In accordance with the **Act, Hunter Water Regulation** or other applicable **Law**, you must not:
 - (a) wrongfully take, use or divert any water from our **water infrastructure**;
 - (b) wrongfully interfere with the operation of a **meter**, metering system or prevent a **meter** from accurately registering the quantity of water supplied by us;
 - (c) use a dedicated **fire service** for any purpose other than firefighting or testing of the **fire service**;
 - (d) wrongfully discharge any substance into our **infrastructure**;
 - (e) carry out any activity that may alter, cause destruction of, damage to, or interfere with, our **infrastructure**; or
 - (f) make any **unauthorised connection** to our **infrastructure**.
- (2) If you do not comply with the requirements in this clause, we may charge you for the estimated amount of water used. Fines may also apply and be imposed on you by a relevant **authority**.
- (3) You must obtain our consent before carrying out any activity that may alter, cause destruction of, damage or interfere with our **infrastructure**.

10 Entry onto your property

10.1 Access to Hunter Water's Infrastructure

- (1) You must provide us with safe access to your **property** to allow us to undertake the following types of activities:
 - (a) maintain or inspect our **infrastructure**;
 - (b) ensure compliance with this **Customer Contract**, the **Operating Licence** or the **Act**;
 - (c) read, test, inspect, maintain or replace the **meter**;
 - (d) collect and test **drinking water** and **recycled water** quality;
 - (e) test and maintain **drinking water** and **recycled water** quality sampling points; and
 - (f) access your **property** for other purposes set out in the **Act** or other applicable **Law**.

10.2 Identification

When we enter your **property**, our **personnel** will carry identification and a certificate of authority authorising the person to entry to the **property** that will be shown to you (or to any person present at the time of access).

10.3 Notice of access

- (1) Subject to any provision of this **Customer Contract**, we will give you, or the occupier of your **property**, 2 business days written notice specifying the date and approximate time of our entry onto your **property**, except where:
 - (a) you have agreed to a shorter period;

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- (b) in our opinion entry is required urgently;
 - (c) giving notice would defeat the purpose of entry;
 - (d) we need to investigate a health or safety issue, or
 - (e) we have the power under any **Law** to access your **property** without the provision of such notice.

10.4 Impact on customer's property

- (1) If we enter your **property**, we will use our reasonable endeavours to:
 - (a) cause as little disruption or inconvenience as possible;
 - (b) remove all rubbish and equipment we have brought on to the **property**; and
 - (c) leave the **property**, as near as possible, in the condition that it was found on entry.
- (2) Where our activities result in inconvenience, damage or loss to you or your **property**, you may be entitled to redress as outlined in clause 12.

11 Meter reading, installation, testing and maintenance

11.1 Installing and maintaining the meter

- (1) Your **property** must have a **meter**, unless we otherwise agree in writing. Separate **meters** will be installed for **drinking water** and **recycled water** where the **property** has connection to both **services**.
- (2) An approved site containment **backflow prevention device** appropriate to the **property's** hazard rating must be fitted. Most residential properties with low hazards serviced by either a 20mm or 25mm **meter** already contain a **backflow prevention device** as part of the **meter**. Properties with larger **meters** or which have a higher hazard rating, must comply with any additional requirements under our **Backflow Prevention Standard**.
- (3) You are required to pay for the installation of the **meter** and ensure that it is installed either by us or a licensed plumber. The **meter** is to be fitted within one metre of your **property** boundary. If a **meter** cannot be fitted in this location, the **meter** must not be installed until we have approved an alternative location.
- (4) 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** and its assembly if it is damaged by you (other than for normal wear and tear).
- (5) You are responsible for installing and maintaining the pipework on either side of the **meter**, unless we maintain it under clause 8.2. For further details, refer to the **Water Services Connections Standard**.
- (6) If there is no **meter** measuring the supply of water to your **property**, we will charge you an unmetered **service charge** as approved by **IPART**.
- (7) We may require that you fit a **meter** to your **fire service**. This requirement will be noted in your connection **approval**.
- (8) You must not remove a **meter** from your **property** without our consent.

11.2 Access to the meter

- (1) We may enter your **property** without notice to read the **meter**. We will provide notice in accordance with clause 10.3 to enter your **property** to test, inspect, **maintain** or replace the **meter**.
- (2) You must ensure that the **meter** is accessible to our **personnel** at all times. The **meter** and the visible pipe connected should be clear of concrete, plants, trees bushes and other obstructions.
- (3) If you have not provided reasonable and safe access to your **meter**, we will bill you on an estimate of your usage and will also recover the cost of the attempted **meter** reading.
- (4) If you have not provided reasonable and safe access to the **meter**, we may:
 - (a) require you to:
 - (i) relocate the **meter** at your cost;
 - (ii) read the **meter** yourself and provide us with the reading; or
 - (iii) install a remote reading device, which may attract an additional **charge**;
 - (b) seek access at a time suitable to you, which may attract an additional **charge**;
 - (c) take action under clause 7.3 and **restrict** or **disconnect** your **services** until you provide reasonable and safe access around the **meter**; or
 - (d) make other arrangements with you.
- (5) If you intend to relocate your **meter**, you should engage a licensed plumber at your cost. Your plumber should check our current **Water Services Connections Standard** before relocating the **meter**.

11.3 Measuring supply

- (1) You will be charged for the quantity of **drinking water** and **recycled water** measured by the **meter**, unless the **meter** is faulty and we are required to adjust what we charge you under clause 11.4.
- (2) It is an offence under the **Act** to tamper with a **meter** or to divert water in a manner that prevents the **meter** from recording usage.
- (3) If a **meter** is stopped or damaged, an estimated usage will be calculated on a basis that is representative of your usage pattern.
- (4) Where in our opinion no satisfactory basis exists to adjust a usage charge, we will negotiate with you a mutually agreeable adjustment of **charges** based on an estimated reading.
- (5) When the price for **drinking water**, **recycled water** or **wastewater** usage is varied on a date that falls within your **meter** reading period, we will apply the new price on a pro rata basis.
- (6) We will use our reasonable endeavours to provide an actual **meter** reading at least once every 12 months, inclusive of **meter** readings taken by you on our behalf.

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- (7) Where the **meter** is part of an automated **meter** reading system in a multi-level building, we may share your **meter** reading information with the Owners Corporation or building manager.

11.4 Meter testing

- (1) If you consider that the **meter** is not accurately recording, you may request that we test it. We will advise you of the **meter** test results and make available a written report on your request.
- (2) You will be required to pay the costs of the **meter** test prior to the test proceeding. This cost will be refunded if the **meter** is shown to be inaccurate unless you have contributed to the reason why the **meter** is taking inaccurate readings.
- (3) If the test shows that the **meter** is over recording by over four per cent (4%) of the actual volume passing through it, we will:
 - (a) replace the **meter**;
 - (b) refund the **charge** paid by you for the test referred to in the previous paragraph; and
 - (c) recalculate your **bill** on the basis that is representative of your usage pattern.

11.5 Meter replacement

- (1) We will replace the **meter** at no cost to you if the **meter**:
 - (a) is found to be faulty; or
 - (b) is replaced as part of a **meter** replacement program.
- (2) We will attempt to notify you at the time of replacement and advise you that a new **meter** has been installed. A mutually acceptable time will be negotiated with **non-residential customers** for the replacement of meters, where practicable.
- (3) If a **meter** has been stolen from your **property**, you are required to engage a licensed plumber to place a spacer where the **meter** was installed and to advise us of the stolen **meter**. We will arrange for a new **meter** to be installed and you will be required to pay any related **charges**.

12 Redress

12.1 Notification

- (1) If you believe we have failed to comply with this **Customer Contract** or our activities have resulted in inconvenience, damage or loss to you or your **property**, you must notify us and we will investigate the matter and provide you with a response. That response will include:
 - (a) whether you are entitled to a rebate or other redress options available under this clause;
 - (b) the options available to rectify your problem; and
 - (c) the availability of compensation under clause 12.4.

12.2 Rebates

- (1) You may be entitled to a rebate if any of the events in clauses 12.2(2) to 12.2(8) occur as long as:
 - (a) you have an **authorised standard connection**; and
 - (b) you, or a third party, have not caused or contributed to the event.

Unplanned interruptions

- (2) If you experience an **unplanned interruption** to your **drinking water service** (not including your **recycled water service**) of over 5 hours in duration due to a failure of our **water infrastructure**, a rebate of 20 kilolitres will be applied to the water usage component of your next **bill**, at the price set by **IPART**. You will receive this rebate for each of the first and second events that you experience in a financial year.
- (3) If you experience 3 or more **unplanned interruptions** to your **drinking water service** (not including your **recycled water service**) in a financial year due to a failure of our **water infrastructure**, each exceeding 5 hours in duration, a rebate of 32 kilolitres will be applied to the water usage component of your next **bill**. You will receive this rebate for the third event that you experience in a financial year. (You will not receive any rebate under this clause for a fourth or subsequent event.)

Planned interruptions

- (4) If you experience 3 or more **planned interruptions** to your **drinking water service** (not including your **recycled water service**) in a financial year, each exceeding 5 hours in duration, a rebate of 20 kilolitres will be applied to the water usage component of your next **bill** at the price set by **IPART**. You will receive this rebate for the third event that you experience in a financial year. (You will not receive any rebate under this clause for a fourth or subsequent event.)

Low water pressure

- (5) If we assess your **property** as having experienced **low drinking water pressure** due to a failure of our **water infrastructure**, a rebate of 20 kilolitres will be applied to the water usage component of your next **bill** at the price set by **IPART**. Only one rebate will be applied in a financial year.

Wastewater overflows

- (6) If you experience a **dry weather wastewater overflow** on your **property** in a financial year as a result of a failure of our **wastewater infrastructure** (not including shaft breaks), a rebate of 40 kilolitres will be applied to the water usage component of your next **bill** after the event at the price set by **IPART**. You will receive this rebate for the first event that you experience in a financial year.
- (7) If you experience 2 **dry weather wastewater overflows** on your **property** in the same financial year due to a failure of our **wastewater infrastructure** (not including shaft breaks), a rebate of 80 kilolitres will be applied to the water usage component of your next **bill** after the second event at the price set by **IPART**. You will receive this rebate for the second event that you experience in a financial year.

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- (8) If you experience 3 or more **dry weather wastewater overflows** on your **property** in the same financial year due to a failure of our **wastewater infrastructure** (not including shaft breaks), a rebate of 280 kilolitres will be applied to the water usage component of your next **bill** after the third event at the price set by **IPART**. You will receive this rebate for the third event that you experience in a financial year.
 - (9) You will not receive any rebate under this clause for a fourth or subsequent event.

Discoloured water

- (10) If you are not provided with clean **drinking water** suitable for normal domestic purposes, you should contact us on the Emergency (faults and leaks) Assistance Line on 1300 657 000.
- (11) We may provide compensation for damage caused by discoloured **drinking water** (see clause 12.4) and we may refund you the cost of water used to flush **your water system**.
- (12) We will undertake an investigation of recurrent discoloured **drinking water** problems to determine if there is a suitable long term solution.

Boil water alert

- (13) If **NSW Health** issues a boiled water alert due to contamination of **drinking water** that has been caused by us, a rebate of 20 kilolitres will be applied to the water usage component of your next **bill** at the price set by **IPART**, where your **property** is within the declared boiled water alert area.

12.3 Forms of redress

- (1) In addition to our obligation to apply a rebate under clause 12.2, we may provide one or more of the following forms of redress:
 - (a) reinstatement;
 - (b) repair;
 - (c) rectification;
 - (d) construction of works;
 - (e) providing alternative supplies of water;
 - (f) emergency accommodation;
 - (g) payment for damages as set out in clause 12.4.
- (2) If you are dissatisfied with the form of redress we provide you, you may request additional redress from us. We will consider your request in accordance with the timeframes in clause 13.1 as if your request were a **complaint**.

12.4 Claim for damages

- (1) In the event of physical loss or damage to you or your **property** as a result of our failure to comply with this **Customer Contract**, the **Operating Licence** or the **Act**, we may compensate you for any loss suffered following our investigation of the matter. However, you should make your initial claim to your insurance company. If your loss is not covered by an insurance policy, you may notify us for consideration.

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- (2) If you make a claim for damages you must specify the nature of the problem and the type of compensation sought. We will require relevant documentation and evidence in support of your claim for damages as part of our consideration of your claim.
 - (3) We will use reasonable endeavours to acknowledge receipt of your claim within 5 business days including the provision of a case identification number that will assist you with tracking your claim.
 - (4) We will undertake investigations into the circumstances surrounding the claim/incident and provide a response time for making a decision in regard to your claim.
 - (5) Within the time indicated, you will be provided with a written assessment of your claim outlining the reasons for the decision and whether any compensation will be paid. If you are not satisfied with our decision, you have the right to seek review of your claim under clause 13.2 or you may seek an external review under clause 13.4.

12.5 Guarantees and assurance

- (1) The only promises we make about the goods and **services** we provide under this **Customer Contract**, and the only conditions and warranties included in this **Customer Contract** are:
 - (a) those set out in this **Customer Contract**; and
 - (b) those that we must provide by **Law** (for example, the **Australian Consumer Law**).
- (2) However, where we are liable to you because of a breach of a condition or warranty that the **Law** says is included in this **Customer Contract**, our liability is limited to the extent permitted by **Law**, to:
 - (a) replacing the goods and **services** to which the breach relates; or
 - (b) at our option, paying you the cost of replacing those goods, or having the **services** supplied again.
- (3) The limitation of our liability does not affect rights you may have under a **Law** that applies to us that states we cannot exclude or limit our liability.

13 What can I do if I am unhappy with the services provided by Hunter Water?

13.1 Customer complaints

- (1) If you have a **complaint** about our **service** or our compliance with this **Customer Contract**, the **Act** or the **Operating Licence**, you should first contact us using the **General Enquiry Process**.
- (2) We will address your **complaint** in accordance with our *Complaint and Enquiry Policy* and will use reasonable endeavours to resolve your **complaint** as soon as possible. We will:
 - (a) acknowledge receipt of your **complaint** in 3 business days and provide a case identification number that will assist you with tracking your **complaint**.
 - (b) Indicate our intended course of action including an estimated timeframe to respond to your **complaint**; and

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- (c) provide you with the name of a contact person.

13.2 Complaints review

- (1) If you are not satisfied with the solution offered or action taken by us, you may have the **complaint** reviewed by a manager.
- (2) The manager will:
 - (a) clarify your **complaint** and the outcome sought;
 - (b) ensure that the **complaint** has been properly investigated;
 - (c) advise you of the estimated timeframe for our proposed action;
 - (d) communicate to you our final decision;
 - (e) outline the relevant facts and regulatory requirements where appropriate;
 - (f) indicate what we will do to address the issue; and
 - (g) notify you of your rights to external review, if you are still not satisfied with our decision.

13.3 Resolution of complaints

- (1) A **complaint** will be considered resolved if:
 - (a) we provide you with a response that:
 - (i) resolves the **complaint** to your satisfaction (or indicates how the **complaint** will be resolved to your satisfaction); or
 - (ii) provides an explanation of the basis of the decision and why no further action is proposed in relation to the **complaint**, or
 - (iii) provides a date when the issue will be resolved if the **complaint** relates to future planned operational or capital work.
 - (b) the **complaint** is resolved through an external dispute resolution process in accordance with clause 13.4, or
 - (c) 28 business days have passed since receiving our response referred to above and you have not sought a further review under clause 13.2 or escalated the **complaint** to **EWON** in accordance with clause 13.4.
- (2) We will extend the 28 business days by a reasonable period if:
 - (a) within those 28 business days you have requested an extension; or
 - (b) after the 28 business days you demonstrate that, because of special circumstances, you were unable to seek an extension within the 28 business days.
- (3) Where a further communication is received from you after the expiry of the 28 business day period or any extension to it, this will be regarded as a new **enquiry** or **complaint**.

13.4 External dispute resolution

- (1) If you are still not satisfied with our response after following the process in clause 13.1 and 13.2, you may escalate the **complaint** to a **dispute** and seek external resolution of

the **dispute** through **EWON**. **EWON** will work with you and Hunter Water to find a fair and reasonable outcome.

- (2) **EWON's** services are available to you at no cost. **Disputes** that may be referred to **EWON** include **disputes** about supply of **service**, your account, credit or payment services and **restriction** or **disconnection**. Full details are available from **EWON's** website.
- (3) We would appreciate if you attempt to resolve the issue with Hunter Water before referring the matter to **EWON**.
- (4) You may choose whether or not to accept **EWON's** decision. If you decide to accept it, then it will be final and binding on us.
- (5) The **NCAT** may also hear and determine consumer claims.
- (6) You also have recourse to the legal system.

[Note: IPART can approve an alternative dispute resolution scheme under clause 32 of the Operating Licence. If an alternative scheme is approved, we will update the Customer Contract. Any variation of the Customer Contract is subject to approval by the Governor.]

14 Who should I contact?

14.1 Emergency assistance (faults and leaks assistance)

- (1) In the event of a suspected leak or burst water main, a **wastewater overflow**, an **unplanned interruption**, a water quality or **low drinking water pressure** problem, you may contact our 24 hour Emergency (faults and leaks) Assistance Line on 1300 657 000.
- (2) The emergency phone number is also listed on your **bill** and on our website.

14.2 General enquiries

- (1) If you have an **enquiry** relating to your account, a **bill**, payment options, concession entitlements or other information about our **services**, and you cannot find the answer on our website, you should contact us via the following methods (**General Enquiry Process**):
 - (a) Website: www.hunterwater.com.au (online **enquiry** form)
 - (b) Email: enquiries@hunterwater.com.au
 - (c) Post: PO Box 5171 HRMC 2310
 - (d) Telephone: 1300 657 657
 - (e) In person: 36 Honeysuckle Drive, Newcastle West (8:30am-5:00pm)

[Note: These details are correct as at 1 July 2022. Changes to these details will be updated on our website as soon as reasonably practicable. You should verify these details via our website. There may be other forms of online contact platforms available from time to time. Please check our website for details.]

- (2) We will reply to your written **enquiry** within 5 business days of receiving it, unless we can respond sooner by phone contact. Our written response will provide an explanation and the name of the contact person for follow up enquiries. If your **enquiry** cannot be

resolved within these timeframes, you will be advised of the contact number of the person who will investigate your **enquiry** further.

- (3) If your verbal **enquiry** cannot be answered immediately, we will use our reasonable endeavours to provide a response to your verbal **enquiry** within 3 business days.

14.3 Interpreter and TTY services

- (1) We provide an interpreter service for people from non-English speaking backgrounds, to use to contact us. Please call 131 450 to access these services.
- (2) **Customers** who have a hearing or speech impairment can contact us through the National Relay Service (NRS) as follows:
- (a) For TTY (teletypewriter) users, phone 133 677 and ask for 1300 657 657;
 - (b) For Speak and Listen (speech-to-speech relay) users, phone 1300 555 727 and ask for 1300 657 657; or
 - (c) For internet relay users, connect to the NRS (see relayservice.gov.au for details) and ask for 1300 657 657.

15 Consultation, information and privacy

15.1 Community involvement

- (1) To enable community involvement on issues relevant to our programs, **services** and decision making process, we have a customer advisory group.
- (2) The customer advisory group works to a charter. The charter is available on our website or can be obtained by contacting us via the **General Enquiry Process**.

[Note: As at 1 July 2022, customer advisory group is named the Customer & Community Advisory Group. The Customer & Community Advisory Group's Charter explains the role and functions of the Group. The name of this customer advisory group and the Charter may change from time to time.]

- (3) In addition to the customer advisory group, we have online customer forums, we engage with a wide range of customer and community groups, we conduct forums for specific issues and we conduct regular customer surveys.
- (4) From 1 July 2023, there will be changes to the procedures described in this clause for consulting with our **customers** and **consumers**. Information about the new **customer consultation procedures** will be made available on our website.
- (5) For further information about how we engage with our **customers** and the community see our website or contact us via the **General Enquiry Process**.

15.2 Providing information

We will provide and respond to requests for information according to the provisions of the *Government Information (Public Access) Act 2009* (NSW).

15.3 Privacy

- (1) We respect your privacy and are committed to complying with all relevant privacy legislation (which may include the *Privacy and Personal Information Protection Act 1998* (NSW) and *Health Records and Information Privacy Act 2002* (NSW)).
- (2) Details on how we protect your privacy and handle **personal information** are available on our website in our *Privacy Policy* and in our *Privacy Management Plan*.
- (3) Privacy **enquiries** and **complaints** may be directed to our Privacy Officer via the **General Enquiry Process**, or to the NSW Privacy Commissioner.
- (4) We may use your contact details:
 - (a) to contact and correspond with you (via sms, email or telephone where you have provided those contact details to us) for the purposes of this **Customer Contract** (for example, to inform you of service disruptions or to send your bills); or
 - (b) to send you our newsletter or information about other programs of community interest; or
 - (c) to survey you about how we are performing.
- (5) To the extent permitted by **Law**, we may disclose **personal information** we have collected and information relating to your payment or credit history, your creditworthiness, credit standing, or credit capacity (including our opinions regarding these matters) to, or exchange with:
 - (a) credit reporting agencies, other credit providers, other suppliers, or our agents and contractors, or
 - (b) other Authorities for the purpose of confirming your eligibility for concessions and exemptions (for example, pensioner rebates).

16 Definitions, interpretation and policies

16.1 Definitions

In this **Customer Contract**, the defined terms have the same meaning as those provided in the **Operating Licence** and the **Act**, where available. All other words have the meanings provided below.

Where terms used in the **Customer Contract** are defined in the **Act**, a guidance note is added to set out the meaning of the term. Guidance notes do not form part of the **Customer Contract** and may be updated by Hunter Water from time to time with the approval of **IPART**.

Act means the *Hunter Water Act 1991* (NSW).

Approval means an approval, consent, lease, licence, permit or authority issued or required in respect of any matter referred to in this **Customer Contract**.

Area of operations means the area referred to in section 16(1)(a) to (c) of the **Act** and specified in Schedule A to the Licence, but excludes the area referred to in section 16(2) of the **Act**.

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

Australian Drinking Water Guidelines means the document titled *Australian Drinking Water Guidelines 2011* published by the National Health and Medical Research Council and the Natural Resource Management Ministerial Council of Australia and New Zealand (as amended or updated from time to time).

Australian Guidelines for Water Recycling means the document titled *Australian Guidelines For Water Recycling (Phases 1 and 2)* published by the Environment Protection and Heritage Council, the Natural Resource Management Ministerial Council and the Australian Health Ministers' Conference (as amended or updated from time to time).

Authorised connection means a connection to our **infrastructure** that has been approved by us in compliance with our **connection requirements** and any conditions of **approval**.

Authorised standard connection means an **authorised connection** other than a **non-standard connection**.

Authority means any government, semi-governmental, statutory, administrative, fiscal or judicial body, corporation, department, commission, authority, tribunal or other person.

Backflow prevention device means a device to prevent the reverse flow of water from potentially polluted source into our **water infrastructure**.

Backflow Prevention Standard means the standard by this name published on our website from time to time.

Bill means a bill sent by Hunter Water to a **customer** for the provision of the **services**.

Billing cycle means billing periods each of four months commencing on 1 July, 1 November, and 1 March each year.

BASIX means the Building Sustainability Index which aims to deliver equitable, effective water and greenhouse gas reductions across the state.

Charges include any charges or fees payable under this **Customer Contract** or other agreement made between us and you.

Complaint means an expression of dissatisfaction made to us in relation to our products or **services**, **personnel** or the complaints-handling process itself, where a response or resolution is reasonably expected (explicitly or implicitly) or legally required.

Connection point is where the private service from a **property** connects to our **infrastructure**.

Connection requirements means Hunter Water's requirements for connection to its **infrastructure** published on our website. These requirements are intended to ensure that there is adequate capacity for **customer** connection and that our **infrastructure** is protected against potential problems that could arise from **defective** or **unauthorised connections** and **defective customer** systems.

Consumer means any person who consumes or uses the **services** and includes, but is not limited to, a tenant or occupier of a **property**.

Controlled wastewater overflow is an overflow of **wastewater** that is directed by Hunter Water via a designed structure to a predetermined location, such as a drainage system or waterway, in order to prevent overload or blocked sewers from discharging at sensitive locations, on private **property** or within buildings (thus endangering public health or causing public nuisance).

Customer has the same meaning as under the **Act**.

[Note: Under the Act, "customer" means a person who is taken to have entered into a customer contract or a person who has made a contract with us of a kind referred to in section 37 of the Act].

Customer Contract means this contract, being the contract entered into pursuant to section 36(1) of the **Act**.

Declared stormwater drainage area means an area within our **area of operations** declared by order of the Governor under section 46 of the **Act** to be a drainage area.

[Note: Declared stormwater drainage areas are areas used to transport stormwater. These areas are marked on maps located on our website.]

Defective works means an issue, blockage or leakage from any of **your systems** or into our **infrastructure** that impacts, or poses a risk to, the operation of our **infrastructure**, sewerage system, **stormwater infrastructure** or the environment and **defective** has the same meaning.

Disconnect or **disconnection** means the stopping (either temporarily or permanently) of the **services** to your **property**.

Dispute means an unresolved **complaint** escalated internally or externally or both.

Drinking water has the meaning under the Public Health Act.

[Note: The Public Health Act defines the water as water that is intended, or likely, to be used for human consumption, or for purposes connected with human consumption, such as:

- (a) the washing or cooling of food, or*
- (b) the making of ice for consumption, or for the preservation of unpackaged food,*

whether or not the water is used for other purposes.]

Drinking water service means the **drinking water service** we are permitted to provide by the **Operating Licence** and any applicable **Law** in respect to the collection, storage, treatment, conveyance, reticulation or supply of **drinking water**.

Dry weather occurs when less than 10 millimetres of rainfall has been measured at a rain gauge in the catchment of the sewage treatment system during a 24 hour period (where there is no rain gauge in the catchment, at the rain gauge closest to the centre of the catchment).

Dry weather wastewater overflow means when:

- (a) a person notifies Hunter Water that a **property** has experienced a **wastewater overflow**, where Hunter Water later confirms that the **wastewater overflow** is an **uncontrolled wastewater overflow**; or

(b) Hunter Water's systems identify that a **property** has experienced an **uncontrolled wastewater overflow**.

Enquiry means a written or verbal question by or on behalf of a **customer** which can be satisfied by providing information, advice, assistance, clarification, explanation or referral.

Environment Protection Licences means our licences issued under the *Protection of the Environmental Operations Act 1997* (NSW) in relation to our **wastewater infrastructure**.

EWON means the Energy and Water Ombudsman NSW.

Fire service means a water service constructed to meet fire protection requirements under the relevant **Law**.

General Enquiry Process means the process of making general enquiries to us by means of any of the methods outlined in clause 14.

Hunter Water Regulation means the *Hunter Water Regulation 2015* enacted under the **Act**.

Infrastructure means any or all of our water, **recycled water**, **wastewater** and **stormwater infrastructure** as the case may be.

Insolvency event means where:

- (a) you inform us in writing or creditors generally that you are insolvent or unable to meet its financial commitments;
- (b) a notice is given of a meeting of creditors with a view to you entering a deed of company arrangement;
- (c) a controller, administrator, liquidator, provisional liquidator, receiver or receiver and manager is appointed;
- (d) you enter a deed of company arrangement with creditors;
- (e) an application is made to a court to wind you up and it is not stayed within a further 10 business days;
- (f) a winding up order is made against you;
- (g) you resolve by special resolution to be wound up voluntarily;
- (h) a mortgagee takes possession of the **property**; or
- (i) you take or suffer in any place, any step or action analogous to any of those mentioned in this definition.

IPART means the Independent Pricing and Regulatory Tribunal of New South Wales constituted by the *Independent Pricing and Regulatory Tribunal Act 1992* (NSW).

Law means any requirement of any primary or subordinate legislation, rule or common law, present or future and whether state, federal or otherwise, and includes licences, orders, mandatory codes, permits and directions.

Low drinking water pressure means where your **drinking water** pressure at the **connection point** to our **water infrastructure** is below 20m head of pressure for a continuous period of 30 minutes or more except:

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- (a) as a result of a supply interruption;
 - (b) water usage by authorised fire authorities in the case of a fire; or
 - (c) on a day when peak day demand exceeds 370 megalitres per day.

It is measured either by:

- (a) **customer** notification and confirmation by our field testing, or
- (b) our systems or modelling.

Maintenance includes repairs and replacement, and, where relevant, testing and inspection.

Major operational incident means an event which causes any of our **infrastructure** to fail and Hunter Water considers it to have a major impact on our **customers**.

Meter is the device used to measure the water usage and includes any remote reading equipment and associated wiring, power, plumbing and servicing equipment but excludes the assembly.

Minister means the Minister responsible for administering the **Act**.

NCAT means the NSW Civil and Administrative Tribunal established under the *Civil and Administrative Tribunal Act 2013* (NSW).

Non-residential customer is a **customer** who is not a **residential customer** and includes a **customer** who owns **property** providing commercial residential **services** (for example, boarding houses, caravan parks, hotels, hostels, mobile home villages and motels).

Non-residential property means **property** that is not **residential property**.

Non-standard connection means a **non-standard water connection** or a **non-standard wastewater connection**.

Non-standard water connections or **non-standard wastewater connections** include (where relevant) a connection to a **property** that does not have a direct frontage to our **water infrastructure** or is connected directly to a trunk water main or is unable to connect to our **wastewater infrastructure** by normal means.

NSW Health means the NSW Ministry of Health.

Operating Licence has the same meaning provided in the **Act**.

[Note: The Act defines operating licence as an operating licence granted under section 12 or any renewal of it.]

Owner has the same meaning as under the **Act**.

[Note: The Act defines owner, in relation to land, as including every person who jointly or severally at law or in equity:

- (a) is entitled to the land for an estate of freehold in possession, or*
- (b) is a person to whom the Crown has contracted to sell the land under the Crown Land Management Act 2016 or any other Act relating to alienation of land of the Crown, or*

(c) *is entitled to receive, or receives, or if the land were let to a tenant would receive, the rents and profits of the land, whether as beneficial owner, trustee, mortgagee in possession or otherwise,*

and, in relation to land of the Crown, means the Crown but does not include a person who, or a class of persons that, is specified by a regulation not to be an owner for the purposes of this definition, either generally or in a particular case or class of cases.]

Path tap forms part of the **meter** assembly as indicated in Figure 1 in Appendix A.

Payment arrangement means any type of payment assistance set out in clause 6 of this **Customer Contract**.

Payment difficulty means situations where a **customer** is unable to pay some or all of their **bill** by the due date.

Penalty notice means an infringement notice issued in response to a breach of the **Act**, the **Customer Contract** or the **Hunter Water Regulation**.

Personal information has the same meaning as under the *Privacy and Personal Information Protection Act 1998* (NSW).

Personnel includes Hunter Water's board of directors, officers, employees and contractors.

Planned interruption means an interruption to a service initiated by us to allow **maintenance** or new connections to be undertaken and for which notice has been given to you.

Pressure sewerage system means a system where individual pumps located in collection tanks on private **property** are used to pump **wastewater** to our **wastewater infrastructure**.

Private joint service means a single **connection point** to our **infrastructure** which serves more than one **property**.

Property means any real property that is connected to, or for which a connection is available to, our **water infrastructure**, our **wastewater infrastructure**, our **recycled water infrastructure** or is within a **declared stormwater drainage area**. This also includes strata titled properties.

Recycled water means water that has been treated to a standard suitable for its intended end use such as industrial, commercial and/or household applications but is not intended for use as **drinking water**.

Recycled water area is the geographical area occupied by a community or communities supplied with **recycled water** through a pipe network separate from the **drinking water** system.

Recycled water infrastructure includes any of our **infrastructure** that is, or is intended to be, used for:

- (a) the collection or storage of **recycled water** and includes the **connection point**;
- (b) the conveyance or reticulation of **recycled water**;

(c) the treatment of **recycled water**, including any outfall pipe or other work that stores or conveys **recycled water** leaving the **infrastructure** used for the treatment of **recycled water**; and

(d) any other **infrastructure** used in connection with **recycled water**

and includes operational and information technology environments, hardware and systems used in the provision of **services**, but does not include any pipe, fitting or apparatus that is situated downstream of your **connection point** to our **recycled water infrastructure**.

Recycled water service means the **services** we are permitted to provide by the **Operating Licence** and any applicable **Law** in respect to the collection, storage, treatment, conveyance, reticulation, supply or disposal of **recycled water**.

Residential customer means a **customer** who owns **residential property**.

Residential property is **property** that is a **customer's** principal place of residence or that is categorised as residential under the *Local Government Act 1993* (NSW).

Restrict or **restriction** means a direct intervention in the **water service** by Hunter Water in order to reduce flow to your **property**.

[Note: See separate and unrelated definition for "water restrictions".]

Separate agreement is an agreement covering an arrangement such as a **non-standard water connection**, **non-standard wastewater connection**, **trade waste connection** or **recycled water connection**.

Service charge is a **charge** for being connected to our **infrastructure**.

Services means supplying **drinking water** and **recycled water** (but excluding **unfiltered water**), providing **wastewater** and **stormwater services**, and disposing of **wastewater**.

Stormwater means the water collected, stored and transported via the **stormwater infrastructure**.

Stormwater infrastructure means the drainage channels, pipes, detention structures, and quality improvement devices and other equipment that we use to provide **stormwater services**.

Stormwater services means the **services** we are permitted to provide by the **Operating Licence** and any applicable **Law** with respect to drainage.

Trade waste means any liquid, and any material contained in any liquid, which:

- (a) is produced on or stored at any **non-residential property**;
- (b) is produced or stored on, or transported by, any vehicle (including, without limitation, motor vehicles, planes, boats and trains);
- (c) is comprised of waste from a portable toilet or septic tank;
- (d) is comprised of run-off from an area that is contaminated within the meaning of section 5 of the *Contaminated Land Management Act 1997* (NSW), or
- (e) contains any substance classified as a restricted substance in our **trade wastewater standard**.

Trade waste service means the **services** we are permitted to provide by the **Operating Licence** and any applicable **Law** in respect to the collection, storage, treatment, conveyance, or disposal of **trade waste**.

Trade wastewater standard means the standard by this name published on our website from time to time.

Unauthorised connection includes where you:

- (a) connect to our **infrastructure** without our **approval**;
- (b) do not comply with all conditions of connection we have set;
- (c) do not comply with the conditions in this **Customer Contract** or your **separate agreement**;
- (d) do not install a **meter** on a new **water service** connection before you start taking the water;
- (e) do not install **backflow prevention devices** appropriate for the hazard rating of the **property** in accordance with our Backflow Prevention Standard, test it, send the results to us and fix any faults; or
- (f) discharge **wastewater** or **trade waste** without our written permission or breach your **trade waste** discharge standards or do not meet requirements for **trade waste** pre-treatment equipment.

Unauthorised work means the placement of any works and structures over our **infrastructure** without our prior **approval**.

Uncontrolled wastewater overflow is a **wastewater overflow** occurring in **dry weather** that is not a **controlled wastewater overflow**.

Unfiltered water means dam water that is dosed with chlorine but is not filtered or otherwise treated.

Unplanned interruption means an interruption to the **services** due to:

- (a) emergencies;
- (b) events beyond our control;
- (c) a situation where we need to avert danger to any person or **property**; or
- (d) faults in our **infrastructure**,
- (e) and for which no notice has been given to you.

Wastewater means any discarded water, whether clean or contaminated, that is discharged into the **wastewater infrastructure**.

Wastewater discharge factor is an estimate of the volume of **wastewater** discharged by you into our **wastewater infrastructure** usually expressed as a percentage of water measured by our **meters** as delivered to your **property** or otherwise determined in accordance with clause 5.9.

Wastewater infrastructure includes any of our **infrastructure** that is, or is intended to be, used for:

- (a) the collection or storage of **wastewater** and includes the **connection point**;
- (b) the conveyance or reticulation of **wastewater**;
- (c) the treatment of **wastewater**, including any outfall pipe or other work that stores or conveys **wastewater** leaving the **wastewater infrastructure**; or
- (d) any other **infrastructure** used in connection with **wastewater services** and **trade waste services**,

but does not include any pipe, fitting or apparatus that is situated upstream of your **connection point** to our **wastewater infrastructure**.

Wastewater overflow is the discharge of untreated or partially treated **wastewater** from:

- (a) any part of Hunter Water's **wastewater** system; or
- (b) any part of a **Customer's wastewater** system where the cause of the discharge is a problem with Hunter Water's **wastewater** system.

Wastewater service means the **service** we are permitted to provide by the **Operating Licence** and any applicable **Law** in respect to the collection, storage, treatment, conveyance or reticulation of **wastewater**.

Water infrastructure includes any of our **infrastructure** that is, or is intended to be, used:

- (a) for the collection or storage of water, including from a dam or reservoir or a water production plant;
- (b) for the treatment of water;
- (c) for the conveyancing or reticulation of water and includes the **connection point**; or
- (d) in connection with **water services**,

and includes operational and information technology environments, hardware and systems used in the provision of **services**, but does not include any pipe, fitting or apparatus that is situated downstream of your **connection point** to our **water infrastructure**.

Water restrictions means a restriction on the use of water provided for in, or notified under, the **Act** or the **Hunter Water Regulation**.

Water service means our **drinking water service** and **recycled water service**.

Water Services Connections Standard means the standard by this name published on our website from time to time.

WIC Act means the *Water Industry Competition Act 2006* (NSW).

Your system means **your wastewater system**, **your water system** and/or **your recycled water system** as the case may be.

Your recycled water system means the pipes, fittings, **meters** (except those owned by us) and other connected accessories required for or incidental to the supply and measurement of **recycled water** provided by us, but does not include our **recycled water infrastructure**.

Your wastewater system means the pipes, fittings and other connected accessories required for or incidental to the discharge or conveyance of **wastewater** to our **wastewater infrastructure** but does not include our **wastewater infrastructure**. It can include privately owned **pressure wastewater infrastructure**.

Your water system means the pipes, fittings, **meters** (except those owned by us) 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**.

16.2 Interpretation

In this **Customer Contract**, the following interpretations apply:

- (1) a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity;
- (2) a party includes the party's executors, administrators, successors and permitted assigns;
- (3) a business day is a day that is not a Saturday, a Sunday or a public holiday in New South Wales or a non gazetted public holiday in our **area of operations**;
- (4) a statute, regulation or provision of a statute or regulation (statutory provision) includes:
 - (a) that statutory provision as amended or re-enacted from time to time;
 - (b) a statute, regulation or provision enacted in replacement of that statutory provision;
 - (c) another regulation or other statutory instrument made or issued under that statutory provision;
- (5) a word importing the singular includes the plural (and vice versa) and a word indicating a gender includes every other gender;
- (6) including and similar expressions are not words of limitation;
- (7) a reference to a clause or appendix is a reference to a clause of or appendix to this **Customer Contract**;
- (8) a reference to a contract or document (including without limitation, a reference to this **Customer Contract**) is a reference to this **Customer Contract** or document or any document which varies, supplements, replaces, assigns or novates that document;
- (9) 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;
- (10) headings and any table of contents or index are for convenience only and do not form part of this **Customer Contract** or affect its interpretation;
- (11) a provision of this **Customer Contract** must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this **Customer Contract** or the inclusion of the provision in this **Customer Contract**;
- (12) 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;

(13) if there is any inconsistency between this **Customer Contract** and any **Law**, the **Law** will prevail to the extent of the inconsistency;

(14) an agreement on the part of 2 or more persons binds them jointly and severally; and

(15) a reference to a notice, consent, request, **approval** or other communication under this **Customer Contract** means a written notice, request, consent, **approval** or agreement.

We, our or **us** means Hunter Water Corporation, established under the **Act**, including its officers, employees, agents and contractors.

You or **your** means our **customer** for the purpose of this **Customer Contract**.

16.3 Policies

A reference to any of our policies or standards means the policies and standards as published on our website at any one time and any amendment or replacement applying to the same or similar subject matter.

Appendix A - Diagrams

Figure 1 Typical water system maintenance responsibilities for an authorised standard connection

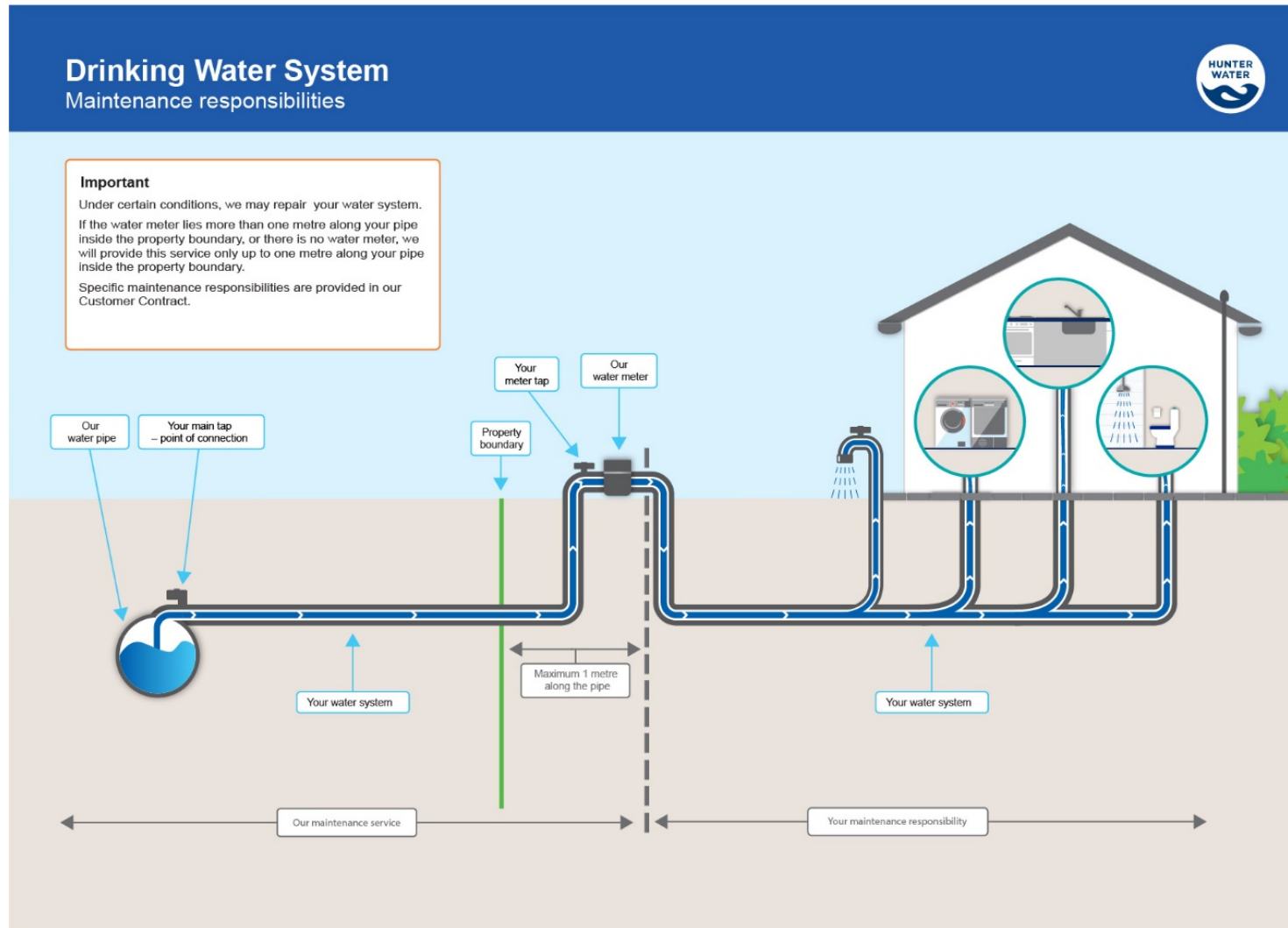


Figure 2 Typical recycled water system maintenance for an authorised standard connection

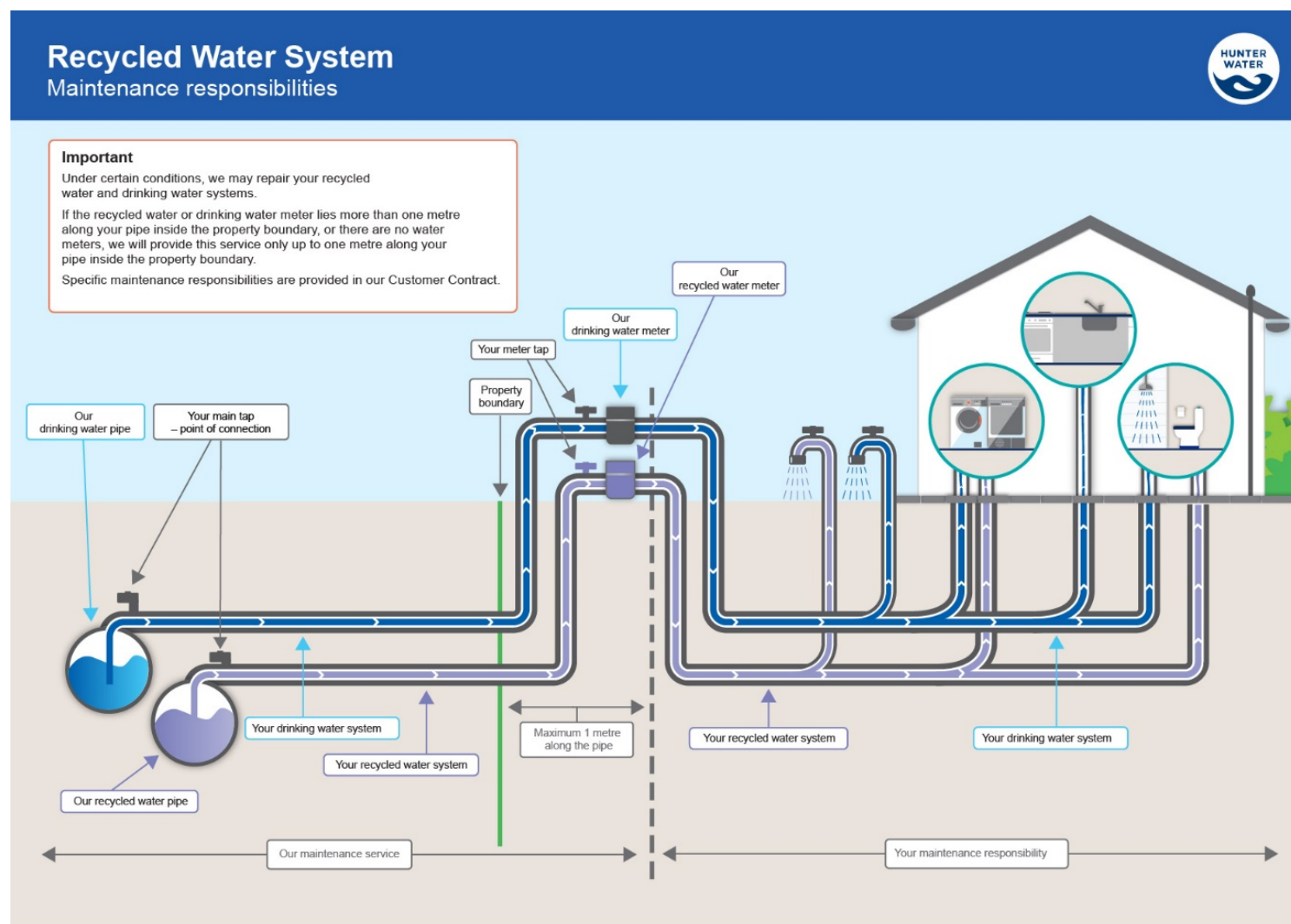


Figure 3 Typical wastewater system maintenance responsibilities for an authorised standard connection – gravity wastewater

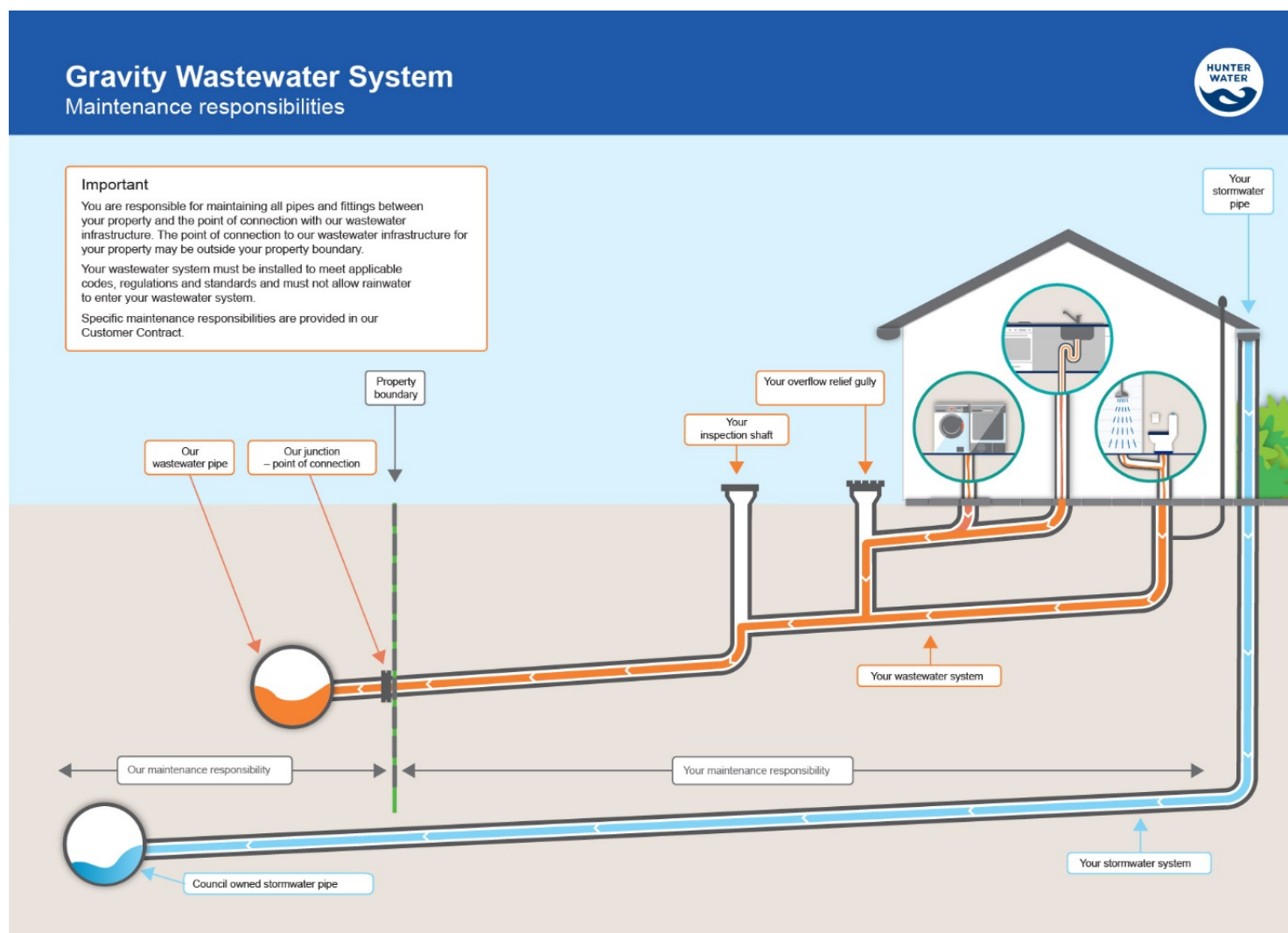


Figure 4 Typical Hunter Water pressure sewerage system (HWPSS) maintenance and responsibilities

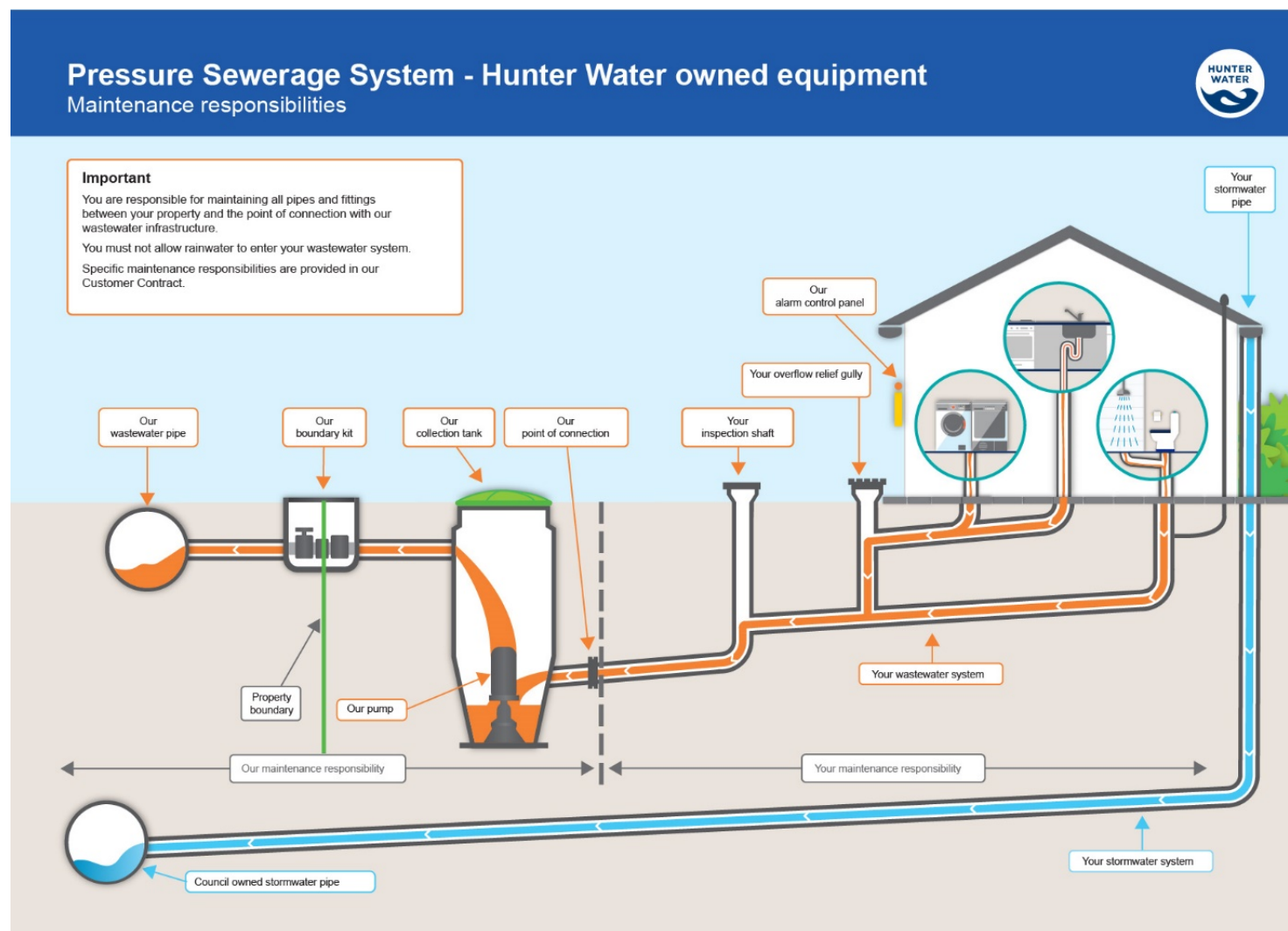


Figure 5 Typical private pressure sewerage system (PPSS) maintenance responsibilities

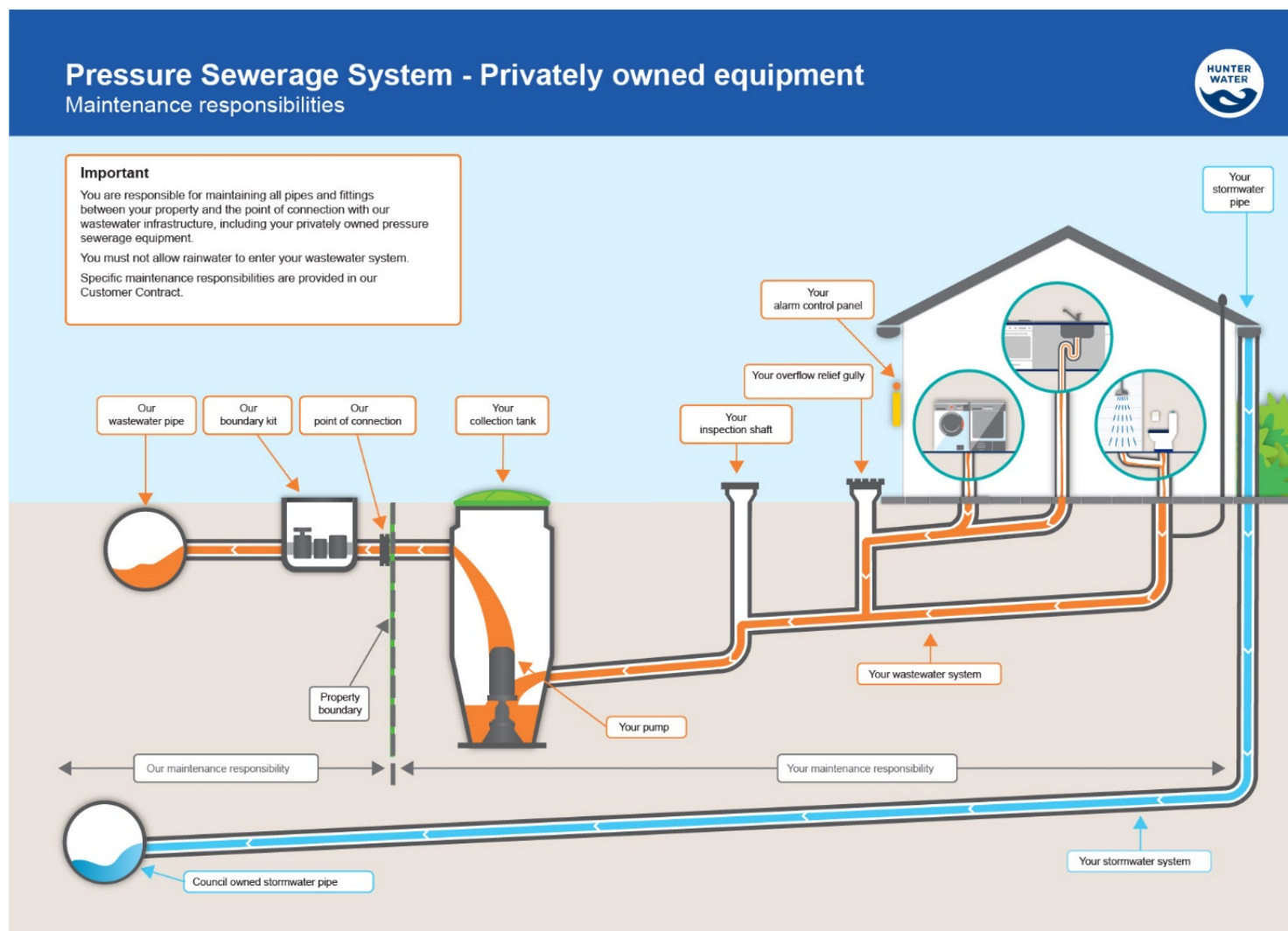


Figure 6 Typical vacuum wastewater system maintenance responsibilities

