

# Hunter Water Operating Licence Review Summary of our proposed changes to the Customer Contract – Information Paper 3

25 February 2022

This information paper provides a summary of our recommended changes to the Hunter Water Customer Contract. Our recommended changes to the Customer Contract reflect our analysis of:

- the current Customer Contract,
- Hunter Water's legal obligations,
- Hunter Water's proposed changes to the current Customer Contract included in its [response](#) to our Issues Paper, provided on 8 October 2021,
- submissions made by stakeholders on Hunter Water's proposed Customer Contract (noting there were not many),
- submissions to the Issues Paper made by Hunter Water and other stakeholders,
- information provided by Hunter Water at our request, and
- other relevant information.

In general, where we are proposing no substantive change to a clause in the Customer Contract, we have not referred to the clause in Table 1. The following minor changes to the Customer Contract are not listed in Table 1:

- editorial changes made to clarify clauses and/or improve readability (unless specifically stated),
- bold and italicised defined terms in the clauses, except when the defined terms are part of a heading, and
- use of defined terms where appropriate.

Table 1 Summary of key proposed changes to Hunter Water's Customer Contract

Hunter water current customer contract		Hunter water proposed customer contract		Key changes proposed by Hunter Water and reasons for change	IPART comments
No.	Clause	No.	Clause		
	<b>Foreword</b>		<b>Foreword</b>	No major changes. Inclusion of additional wording to align with Sydney Water	We support the proposed minor changes. We have proposed to remove the exception of unfiltered water to acknowledge customers with non-standard connections that are not subject to a separate agreement, that are deemed to be protected by the Customer Contract. These customers may receive unfiltered water. This is addressed further in clause 2.2 below.
<b>1</b>	<b>Introduction</b>	<b>1</b>	<b>Introduction</b>		
1.1	Words used in this contract	1.1	Words used in this contract	No change	-
1.2	Understanding the Customer Contract	1.2	Understanding the Customer Contract	No major changes	-
1.3	Policies			Relocated to Interpretation section	We support the proposed minor changes.
1.4	Enquiries			Relocated to clause 18	We support the proposed minor changes. We note that in the draft Customer Contract the relocated clause is clause 14.
<b>2</b>	<b>What is a Customer Contract</b>	<b>2</b>	<b>What is a Customer Contract and who is covered by it?</b>		
2.1	What is a Customer Contract?	2.1	What is this contract?	Minor refinements with no impact on the customer	We support the proposed minor changes.
2.2	Who is covered by this contract?	2.2	Who is covered by this contract?	Minor refinements with no impact on the customer	We support the proposed minor changes.  We have proposed changes to acknowledge customers with a non-standard connection who do not have a separate agreement with Hunter Water. The proposed changes clarify which clauses of the Customer Contract apply to them. These customers are deemed subject the Customer Contract under the Act. However, only some clauses of the Customer Contract are relevant for these customers. We have included that references to services for these customers includes the supply of 'unfiltered water'.

Hunter water current customer contract		Hunter water proposed customer contract		Key changes proposed by Hunter Water and reasons for change	IPART comments
No.	Clause	No.	Clause		
					<p>We have also proposed changes to acknowledge customers with unauthorised connections. Anyone who is connected to a water main or sewer main owned by Hunter Water is taken to enter a contract, not just those with authorised connections. Only some clauses of the Customer Contract are relevant for these customers.</p> <p>The draft Licence proposes extending provisions of the Customer Contract to consumers as if they were party to the Customer Contract. We have referenced the clauses of the Customer Contract that are extended to such consumers. These consumers could be tenants residing at a property where the landholder is Hunter Water's customer.</p>
2.3	Other agreements with us	2.3	Other agreements with us	Minor changes for clarity with no impact on the customer	We support the proposed minor changes.
2.4	When does this Customer Contract commence?	2.4	When does this Customer Contract commence?	Refined to align with Sydney Water	We support the proposed minor changes.
2.5	When does this Customer Contract end?	2.5	When does this Customer Contract end?	Minor refinements with no impact on the customer	We support the proposed minor changes.
2.6	Variation of this Customer Contract	2.6	Variation of this Customer Contract	Minor refinements with no impact on the customer	We support the proposed minor changes.
<b>3</b>	<b>What water services do we provide?</b>	<b>3</b>	<b>What services do we provide?</b>	Amalgamated all service types referred to in 3-7 under one heading	We support the proposed structural changes. We consider that these changes are minor in nature.
3.1	Drinking water quality	<b>3.1</b>	<b>Water services</b>		
3.2	Supply of water services	3.1(1)	Supply of drinking water	Distinguished between drinking and recycled water	We support the proposed minor changes We have proposed minor changes referencing other relevant parts of the Customer Contract for clarity. Our changes do not propose any new requirements.
3.3	Health or special needs	3.1(2) to 3.1(4)	Supply of recycled water	Distinguished between drinking and recycled water	We support the proposed minor changes We have proposed minor changes referencing other relevant parts of the Customer Contract for clarity. Our changes do not propose any new requirements.

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No.	Clause	No.	Clause		
3.4	Drinking water pressure	3.1(5)	Drinking water quality	Distinguished between drinking and recycled water	We support the proposed minor changes.
3.4	Water restrictions	3.1(6)	Recycled water quality	Distinguished between drinking and recycled water	We support the proposed minor changes and have included a minor change to clarify that the recycled water supplied will comply with the AGWR <i>and</i> any additional requirements specified by NSW Health in writing, as required in the draft Licence.
<b>4</b>	<b>What recycled water services do we provide?</b>	3.1(7) to 3.1(8)	Health or special needs	Minor changes with no impact on the customer	We support the proposed minor changes and have included minor changes to clarify who 'critical' customers are and to clarify that information about the free water allowance is available on Hunter Water's website.
4.1	Supply of recycled water	3.1(9)	Drinking water pressure	Included additional wording in line with Sydney Water for clarity	We support the proposed minor changes.
<b>5</b>	<b>What sewerage services do we provide?</b>	3.1(10) to 3.1(13)	Water conservation measures	Changed from 'water restrictions' to 'water conservation measures' to reflect the broader focus	Hunter Water's proposed changes did not reflect this change. However, we have made it in the draft Customer Contract as we support this change.
5.1	Supply of sewerage services	<b>3.2</b>	<b>Wastewater services</b>	Changed 'sewerage' to 'wastewater' here and throughout in line with current accepted terminology and aligning with Sydney Water	We support the proposed change.
5.1	Wastewater overflow	3.2(1)	Supply of wastewater services	Amended 'our sewerage system' to 'our wastewater infrastructure' here and throughout the document for consistency and to more clearly distinguish from 'your wastewater system'	We have removed the reference to 'domestic' wastewater because it is unclear why this clause should be limited to domestic wastewater if the contract also covers non-residential customers.
5.3	Wastewater mining	3.2(2) to 3.2(3)	Wastewater overflow	Minor changes with no impact on the customer	We support the proposed minor changes. We have included a minor change to reference that Hunter Water will ensure that any rebate or redress that may be due to the customer under clauses 12.2 and 12.3 are paid or provided.
5.4	Prohibited substances	3.2(4)	Wastewater mining	Minor changes with no impact on the customer	We support the proposed minor changes.
<b>6</b>	<b>What trade waste services do we provide?</b>	3.2(5)	Prohibited substances	Minor changes with no impact on the customer	We support the proposed minor changes.

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No.	Clause	No.	Clause		
6.1	Supply of trade waste services	3.2(6) to 3.2(8)	Trade waste services	More concise wording in line with Sydney Water	We support the proposed minor changes.
<b>7</b>	<b>What stormwater services do we provide?</b>	<b>3.3</b>	<b>Stormwater services</b>		
7.1	Supply of stormwater services	3.3(1) to 3.3(2)	Stormwater services	More concise wording in line with Sydney Water	We support the proposed minor changes. We have removed the reference to 'domestic' stormwater because it is unclear why this clause should be limited to domestic stormwater if the contract also covers non-residential customers.
7.2	Stormwater harvesting	3.3(3)	Stormwater harvesting	No change	-
<b>8</b>	<b>Factors affecting service</b>	<b>4</b>	<b>Factors affecting service</b>	Renumbered due to amalgamation of clauses 3-7	We support the proposed structural changes. We consider that these changes are minor in nature.
8.1	Unplanned interruptions	4.1	Unplanned interruptions	No change	We have made a minor change to reference the 24-hour Emergency (faults and leaks) Assistance Line.
8.2	Planned interruptions	4.2	Planned interruptions	No change	-
8.3	Major operational incident	4.3	Major operational incident	Minor change with no impact to customer	We support the proposed minor changes.
8.4	Restriction or disconnection	4.4	Restriction or disconnection	No change	-
8.5	Force majeure	4.5	Force majeure	Additional wording to reference pandemics, public health emergencies and government regulation or control in light of COVID-19. Given all of these additional matters are outside Hunter Water's control, this should not be considered a significant impact on customers.	We do not support Hunter Water's proposed change. We consider that 'Force Majeure' should be for unforeseen circumstances and not ongoing events such as the COVID-19 pandemic. We also do not support including 'government regulation and control' in this clause because we consider that Hunter Water should adapt its service delivery to any government regulation it is subject to.
<b>9</b>	<b>What you pay</b>	<b>5</b>	<b>What you pay</b>		
9.1	How prices are set	5.1	How prices are set	No change	-

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No.	Clause	No.	Clause		
9.2	Publications of charges	5.2	Publications of charges	No change	-
9.3	Responsibility to pay the account	5.3	Responsibility to pay the bill	Changed 'account' to 'bill'	We support the proposed minor change.
9.4	Concessions	5.4	Concessions	No change	-
9.5	Your bill	5.5	Your bill	No change other than including a right to refuse to accept payment by unauthorised or suspected fraudulent or illegal means.	We support the proposed change. We have proposed an inclusion to clarify that customers can choose to receive their bill through other methods (such as electronically) and this decision will not be made for them by Hunter Water.
9.6	Undercharging	5.6	Undercharging	No change	-
9.7	Overcharging	5.7	Overcharging	No change	-
9.8	Account queries and disputes	5.8	Account queries and disputes	Minor changes with no impact on customer	We support the proposed minor change.
9.9	Wastewater usage charge	5.9	Wastewater usage charge	No change	We have proposed a minor change to clarify that the wastewater usage charge will be as determined by IPART.
9.10	Other costs and charges	5.10	Other costs and charges	Changed 'account' to 'bill' and included an ability to refuse to accept payments via personal cheque or card payments where there is a history of 2 or more dishonoured payments to bring in line with Sydney Water	We support the proposed changes.
<b>10</b>	<b>What Can I Do If I Am Unable to Pay My Bill?</b>	<b>6</b>	<b>What can I do if I am unable to pay my bill?</b>		
10.1	Payment difficulties and assistance options	6.1	Payment difficulties and assistance options	No change	We have proposed to expand the rights in the Customer Contract for customers experiencing payment difficulty. That is, we have proposed that in addition to what is already in the Customer Contract, Hunter Water will provide: <ul style="list-style-type: none"> <li>1. tailored advice on other broader assistance options (including any appropriate government concession programs); and</li> <li>2. referral to financial counselling services.</li> </ul>

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No.	Clause	No.	Clause		
<b>11</b>	<b>Restriction or Disconnection of Services</b>	<b>7</b>	<b>Restriction or disconnection of services</b>		
11.1	Restriction or disconnection of services for non-payment	7.1	Restriction or disconnection of services for non-payment	Minor changes with no impact on customer	We support the proposed minor changes.
11.2	Notice of restriction or disconnection for non-payment	7.2	Notice of restriction or disconnection for non-payment	TBC	We have proposed that a reminder notice should be sent to all customers who have failed to pay their bill, not just those with good payment history. We have also included information about how to contact Hunter Water if the customer is having difficulty making payments and informing customers of their rights to raise their concerns with EWON (or another dispute resolution scheme where one is approved under the Licence).
11.3	Restriction or disconnection for other reasons	7.3	Restriction or disconnection for other reasons	Called out 'drinking water' and 'recycled water' separately and other small changes for clarity	We support the proposed changes.
11.4	Minimum flow rate	7.4	Minimum flow rate	No change	-
11.5	Disconnecting by a customer	7.5	Disconnection by a customer	Removed superfluous words with no impact to customer	We support the proposed minor changes.
11.6	Restoration of services after restriction or disconnection	7.6	Restoration of services	Minor changes with no impact on customer	We support the proposed minor changes.
<b>12</b>	<b>Responsibilities for maintenance and repair</b>	<b>8</b>	<b>Responsibilities for maintenance and repair</b>		
12.1	Drawings	8.1	Diagrams	Changed 'clause 16.4' to Appendix A and 'drawings' to 'diagrams'	We support the proposed minor changes.
12.2	Our responsibilities regarding our infrastructure	8.2	Our responsibilities regarding our infrastructure	No change	-

Hunter water current customer contract		Hunter water proposed customer contract		Key changes proposed by Hunter Water and reasons for change	IPART comments
No.	Clause	No.	Clause		
12.3	Your responsibilities regarding your water system	8.3	Your responsibilities regarding your water system	<p>Included:</p> <p>(a) additional wording for clarity around backflow prevention device testing being the responsibility of the customer;</p> <p>(b) clarification around our obligations in relation to investigating a failure in the customer's water system; and</p> <p>(c) clarification around restoration if repairs are done to the customer water system in line with Sydney Water</p>	We support the proposed changes.
12.4	Your responsibilities regarding your wastewater system	8.4	Your responsibilities regarding your recycled water system	relocated	We support the proposed minor change.
12.5	Pressure sewerage system	8.5	Your responsibilities regarding your wastewater system	Minor changes calling out customer obligation to ensure rainwater not connected to wastewater system in line with Sydney Water with no impact to the customer	We support the proposed minor changes.
12.6	Non-standard connections	8.6	Pressure sewerage system	Minor changes with no impact on customer	We support the proposed minor changes.
12.7	Private joint services	8.7	Non-standard connections	Minor changes with no impact on customer	We support the proposed minor changes. We have proposed minor changes to acknowledge that not all customers with non-standard connections have a separate agreement with Hunter Water.
12.8	Stormwater connections, coverings and bridges	8.8	Private joint service	Minor changes with no impact on customer	We support the proposed minor changes.
12.9	Conserving water	8.9	Stormwater connections, coverings and bridges	No change	-



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No.	Clause	No.	Clause		
12.10	Giving notice of system failures	8.10	Water efficiency	Changed 'conserving water' to 'water efficiency' and included additional wording to highlight the preciousness of water to better reflect subject matter	We support the proposed changes but have removed reference to 'non-residential properties' connected to our wastewater infrastructure.
12.11	Removal of trees	8.11	Giving notice of system failures	Relocation of wording for better flow with no impact to the customer	We support the proposed minor changes.
		8.12	Removal of trees	Removal and relocation of words for better flow with no impact to the customer	We support the proposed minor changes.
<b>13</b>	<b>Defective or Unauthorised Work</b>	<b>9</b>	<b>Defective or Unauthorised Work</b>		
13.1	Authorised Connections	9.1	Authorised Connections	Removal of superfluous words for better flow with no impact to the customer	We support the proposed minor changes.
13.2	Defective or unauthorised work	9.2	Defective or unauthorised work	Changed 'employees' to 'people' in line with Hunter Water's values	We have proposed using the defined term 'Personnel'. We have clarified that this clause refers to unauthorised 'work' and not unauthorised 'connections'.
13.3	Building, landscaping and other construction work	9.3	Building, landscaping and other construction work	Minor changes for clarity with no impact on the customer	We support the proposed minor changes.
13.4	Altering and unauthorised connection or use	9.4	Altering and unauthorised connection or use	Additional wording for clarity and including reference to recycled water with no impact on the customer	We support the proposed minor changes.  We have also proposed clarification about consequences to customers for not complying with the requirements of this clause and when customers must obtain Hunter Water's consent before carrying out certain activities.
<b>14</b>	<b>Entry onto A Customer's Property</b>	<b>10</b>	<b>Entry onto your property</b>	Changed 'a customer's property' to 'your property'	We support the proposed minor change.
14.1	Access to Hunter Water's infrastructure	10.1	Access to Hunter Water's infrastructure	Included new wording for collecting, testing and maintaining drinking water and sampling points for drinking water AND recycled water with no impact to the customer	We support the proposed changes.

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No.	Clause	No.	Clause		
14.2	Identification	10.2	Identification	Changed 'employees or contractors' to 'our people' in line with Hunter Water values	We have proposed using the defined term 'Personnel'
14.3.	Notice of access	10.3	Notice of access	No change	-
14.4	Impact on customer's property	10.4	Impact on customer's property	Removed 10.4.3 as it was repetitive of the contents of 10.4.2	We support the proposed change.
<b>15</b>	<b>Water Meter Reading, Installation, Testing and Maintenance</b>	<b>11</b>	<b>Meter reading, installation, testing and maintenance</b>	Removed 'water' as there may also be recycled and wastewater meters	We support the proposed changes.
15.1	Installing and maintaining the meter	11.1	Installing and maintain the meter	Removed 'wilfully or negligently' from 11.1.4	We support the proposed changes. We have proposed clarification that charges for repair or replacement of meters that have been damaged by the customer do not include damages due to normal wear and tear.
15.2	Access to the meter	11.2	Access to the meter	Changed 'Hunter Water or its representatives' to 'our people' in line with Hunter Water values	We support the proposed changes. We have proposed clarification Hunter Water will provide notice in accordance with clause 10.3 of the Customer Contract to enter the customer's property to test, inspect, maintain or replace the meter.
15.3	Measuring water supplied	11.3	Measuring water supplied	Removed 'water' in the heading so that the clause covers all forms of supply that are metered	We support the proposed change.
15.4	Meter testing	11.4	Meter testing	Removed superfluous words	We support the proposed minor change.
15.5	Meter replacement	11.5	Meter replacement	Changed 'defective' to 'faulty' in 11.5.1 to avoid confusion with 'defective works'	We support the proposed minor change.
<b>16</b>	<b>Redress</b>	<b>12</b>	<b>Redress</b>		
16.1	Notification	12.1	Notification	No change	-
16.2	Rebates	12.2	Rebates	No change except for substituting 'wastewater infrastructure' for 'sewerage system'	We support the proposed minor change. We have proposed clarification in the rebate for planned interruptions, that customers will not receive rebates for a fourth or subsequent event in a financial year.
16.3	Forms of Redress	12.3	Forms of redress	Changed 'unsatisfied' to 'dissatisfied'	We support the proposed minor change.

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No.	Clause	No.	Clause		
16.4	Claim for damages	12.4	Claim for damages	Amended 'we may compensate you for loss suffered' to 'you may be entitled to reimbursement' for better flow with no impact to the customer	We prefer the term 'compensation' to 'reimbursement'. We have proposed further clarity about how Hunter Water will treat claims under this clause.
16.5	Limitation of Liability	12.5	Guarantees and assurance	Amended the heading to be in line with Sydney Water but no other changes	We support the proposed minor change.
<b>17</b>	<b>What can I do if I Am Unhappy with the Service Provided by Hunter Water</b>	<b>13</b>	<b>What can I do if I am unhappy with the service provided by Hunter Water?</b>		
17.1	Customer complaints	13.1	Customer complaints	Included:  (a) additional wording to encourage customer to seek resolution directly with Hunter Water in the first instance;  (b) amalgamated and streamlined subclauses all with no impact on the customer	We support the proposed changes.
17.2	Complaints review	13.2	Complaints review	Minor amendments for better flow with no impact on the customer	We support the proposed minor change.
17.3	Resolution of complaints	13.3	Resolution of complaints	Minor amendments for better flow with no impact on the customer	We support the proposed minor change.
17.4	External dispute resolution	13.4	External dispute resolution	Retained current day methods of contact	We have proposed a note stating that the Customer Contract will be updated to reflect an alternative external dispute resolution scheme (to EWON) if one is approved under the Licence (as per our proposed changes to the draft Licence).
<b>18</b>	<b>Who should I contact?</b>	<b>14</b>	<b>Who should I contact?</b>		
18.1	Emergency assistance (Faults and leaks assistance)	14.1	Emergency assistance (faults and leaks assistance)	No change	We have proposed a clarification that the low water pressure problem that can be reported to the emergency assistance line is for low drinking water pressure.

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No.	Clause	No.	Clause		
18.2	General Enquiries	14.2	General enquiries	Amended to incorporate up to date information and to reflect closure of regional satellite offices	We support the proposed change.
18.3	Interpreter and TTY Services	14.3	Interpreter and TTY services	No change	-
<b>19</b>	<b>Consultation, Information and Privacy</b>	<b>15</b>	<b>Consultation, Information and Privacy</b>		
19.1	Community Involvement	15.1	Community involvement	Amended to reflect change of name of customer advisory group	We support the proposed minor change. However, we have clarified that if our draft Licence recommendations are accepted, from 1 July 2023, there will be changes to the procedures described in this clause for consulting with our customers and consumers. We propose that information about the new <b>customer consultation procedures</b> will be made available on Hunter Water's website.
19.2	Providing Information	15.2	Providing information	No change	-
19.3	Privacy	15.3	Privacy	Included reference to specific legislation and our Privacy Policy	We support the proposed minor changes.
<b>20</b>	<b>Definitions, Drawings and Interpretation</b>	<b>16</b>	<b>Definitions and Interpretation</b>	'Drawings' now 'Diagrams' in Appendix A	We support the proposed change.
20.1	Definitions	16.1	Definitions	Minor changes such as 'sewerage system' to 'wastewater infrastructure' and further refinement for clarity	We support Hunter Water's proposed changes. We have proposed changes to some of the definitions to improve clarity and to remove unnecessary definitions.
20.2	Interpretation	16.2	Interpretation	Included 'or a non-gazetted public holiday in our area of operation' to the exclusion of business day as Hunter Water has a number of these	We support Hunter Water's proposed changes. We have proposed some changes to improve clarity.
20.3	Drawings	16.3	Policies	Relocated from 1.3	We support Hunter Water's proposed changes.
			<b>Appendix A</b>	Updated diagrams to provide clarity (with permission from Sydney Water)	We support Hunter Water's proposed changes.