

Hunter Water Corporation

Draft Operating Licence 2017-2022

Water — Draft Operating Licence
December 2016

Independent Pricing and Regulatory Tribunal of New South Wales
PO Box K35, Haymarket Post Shop NSW 1240
Level 15, 2-24 Rawson Place, Sydney NSW 2000
T (02) 9290 8400 F (02) 9290 2061
www.ipart.nsw.gov.au

Contents

1	Licence context and authorisation	7
1.1	Objective of this Licence	7
1.2	Licence authorisation	7
1.3	Term of this Licence	8
1.4	Licence amendment	8
1.5	Obligation to make Services available	9
1.6	Non-exclusive Licence	9
1.7	Making copies of this Licence available	9
1.8	Pricing	10
1.9	End of term review	10
1.10	Notices	10
2	Water conservation	11
2.1	Economic level of water conservation	11
3	Supply services and performance standards	13
3.1	Drinking water	13
3.2	Recycled Water	14
3.3	System performance standards	15
4	Organisational systems management	17
4.1	Asset management system	17
4.2	Environmental management system	18
4.3	Quality management system	18
5	Performance monitoring and reporting	19
5.1	Operational audits	19
5.2	Reporting Manual	20
5.3	National Water Initiative Performance indicators	20
5.4	Provision of information to IPART and Auditor	21
6	Customer and stakeholder relations	22
6.1	Customer Contract	22
6.2	Consumers	22
6.3	Payment Difficulties and Actions for Non-payment	23
6.4	Customer advisory group	23
6.5	Internal Complaints Handling	24
6.6	External dispute resolution scheme	25

6.7	Provision of information to Customers and the general public	25
6.8	Code of Conduct with WIC Act licensee	26
6.9	Memorandum of understanding with NSW Health	26
6.10	Roles and responsibilities protocol with Department of Primary Industries Water	27
6.11	Memorandum of understanding with Fire and Rescue NSW	27
7	Definitions and interpretation	29
7.1	Definitions	29
7.2	Interpretation	34
	Schedules	37
Schedule A	Area of Operations	39
Schedule B	Customer Contract	41

1 Licence context and authorisation

1.1 Objective of this Licence

1.1.1 This Licence aims to:

- a) provide transparent and auditable terms and conditions for Hunter Water to lawfully undertake its activities at industry good-practice;
- b) consider the interests of stakeholders within its Area of Operations; and
- c) impose the minimum regulatory burden on Hunter Water by avoiding duplication or conflict with other regulatory instruments.

1.2 Licence authorisation

1.2.1 This Licence authorises and requires Hunter Water to provide, construct, operate, manage and maintain efficient, co-ordinated and commercially viable systems and services for supplying water, providing sewerage services, and disposing of Wastewater within the Area of Operations.

1.2.2 Without limiting clause 1.2.1, this Licence authorises Hunter Water to do all things necessary or convenient to achieve, and to promote the capability to achieve, the transfer of water to and from its Area of Operations and the Area of the Central Coast Council in accordance with the Hunter/Central Coast Pipeline Agreement.

1.2.3 This Licence authorises and requires Hunter Water to provide, operate, manage and maintain a drainage service as described in section 13(1)(b) of the Act.

- 1.2.4 This Licence authorises (but does not require) Hunter Water to provide, construct, operate, manage and maintain a drainage service within the Area of Operations in excess of the drainage service it is required to provide, operate, manage and maintain under clause 1.2.3. For the avoidance of any doubt, this clause authorises Hunter Water to enhance, expand and add capacity to the drainage service described in section 13(1)(b) of the Act.

1.3 Term of this Licence

- 1.3.1 The term of this Licence is 5 years from the Commencement Date.

[Note: The term of this Licence starts on 1 July 2017, which means that it will end on 30 June 2022.]

1.4 Licence amendment

- 1.4.1 Subject to the Act and clause 1.4.2, this Licence may be amended by the Governor by notice in the New South Wales Government Gazette. The amendment takes effect on the date the notice is published in the New South Wales Government Gazette, or on such other date specified in the notice.
- 1.4.2 Before any notice of an amendment to this Licence is published in the New South Wales Government Gazette, the Minister must give Hunter Water reasonable notice of the proposed amendment to enable it to comply with the amended licence (if relevant) upon its commencement.

1.5 Obligation to make Services available

- 1.5.1 Subject to Hunter Water continuing to comply with any applicable law, Hunter Water must provide the Services on request to any Property situated in the Area of Operations which is connected to, or for which a connection is available to:
- a) in the case of supplying water, the Water Supply System; and
 - b) in the case of providing sewerage services and/or disposing of Wastewater, the Sewerage System.
- 1.5.2 Subject to Hunter Water continuing to comply with any applicable law, Hunter Water must provide the Services on request to any Wholesale Customer for ultimate end-use within the Area of Operations, where that Wholesale Customer is connected to, or where a connection is available in respect of that Wholesale Customer to:
- a) in the case of supplying water, the Water Supply System; and
 - b) in the case of providing sewerage services and/or disposing of Wastewater, the Sewerage System.
- 1.5.3 Hunter Water may impose any lawful conditions it sees fit on the making available of Services under clause 1.5.1 or clause 1.5.2, to ensure the safe, reliable and financially viable supply of the Services in accordance with this Licence.

1.6 Non-exclusive Licence

- 1.6.1 This Licence does not prohibit another person from providing Services in the Area of Operations that are the same as, or similar to, the Services, if the person is lawfully entitled to do so.

1.7 Making copies of this Licence available

- 1.7.1 Hunter Water must make a copy of this Licence available to any person, free of charge:
- a) on its website for downloading; and
 - b) upon request made through the General Enquiry Process.

1.8 Pricing

- 1.8.1 Hunter Water must set the level of fees, charges and other amounts payable for its Services subject to the terms of this Licence, the Act, the IPART Act and any applicable determination or determinations under the IPART Act.

1.9 End of term review

- 1.9.1 It is anticipated that a review of this Licence will commence in the first quarter of 2021 to investigate:
- a) whether this Licence is fulfilling its objectives; and
 - b) any issues which have arisen during the term of this Licence, which may affect the effectiveness of this Licence,

(End of Term Review).

- 1.9.2 Hunter Water must provide to the person undertaking the End of Term Review such information as is reasonably required to enable the person to undertake the End of Term Review.

1.10 Notices

- 1.10.1 Any notice or other communication given under this Licence must be made in writing addressed to the intended recipient at the address shown below or the last address notified by the recipient.

Hunter Water	IPART
The Managing Director Hunter Water Corporation 36 Honeysuckle Drive Newcastle West NSW 2302	The Chief Executive Officer Independent Pricing and Regulatory Tribunal Level 15, 2-24 Rawson Place Sydney NSW 2000

2 | Water conservation

2.1 Economic level of water conservation

- 2.1.1 By 1 November 2017, Hunter Water must submit to IPART (for IPART's approval) a report outlining Hunter Water's approach to, and principles for, developing a methodology for determining its economic level of water conservation.
- 2.1.2 Once the approach and principles referred to in clause 2.1.1 are approved by IPART, Hunter Water must develop a methodology in accordance with the approach and principles. The methodology must be able to consider (at a minimum) the following elements:
- a) water storage and transmission;
 - b) water leakage;
 - c) water recycling; and
 - d) water efficiency (including demand management).
- 2.1.3 By 1 November 2018, or a later date specified by IPART, Hunter Water must submit to IPART (for IPART's approval) the proposed methodology. IPART may refuse approval of the methodology and require Hunter Water to resubmit it by a specified date after making changes requested by IPART, or approve the methodology unconditionally, or approve the methodology subject to conditions. Hunter Water must comply with any such conditions.
- 2.1.4 Once the methodology is approved by IPART, Hunter Water must obtain IPART's written consent to make any changes to the methodology (other than changes to correct minor grammatical or typographical errors).

2.1.5 Until Hunter Water has obtained IPART's approval for the methodology (in accordance with clauses 2.1.2 and 2.1.3), and developed a water conservation program, Hunter Water must:

- a) ensure that the 5 year rolling average for annual residential water consumption calculated for each financial year is equal to or less than 215 kilolitres per year for each Property used for residential purposes which is connected to the Water Supply System (Water Conservation Target); and
- b) ensure that the level of leakage from its Drinking Water Network is determined by the methodology for the Economic Level of Leakage approved by IPART in 2014.

[Note: Clauses 2.1.1 – 2.1.3 requires Hunter Water to develop a methodology for determining the economic level of water conservation over a 16 month period; and Clause 2.1.5 requires Hunter Water to maintain water conservation requirements that was in the immediate predecessor to this Licence while the methodology is being approved.]

2.1.6 By 1 September 2019, or by a later date specified by IPART, Hunter Water must develop and provide to IPART, a water conservation program using the methodology approved by IPART under clause 2.1.3.

[Note: The water conservation program will be outlined in the first Water Conservation Report, which is to be submitted to IPART by 1 September 2019 in accordance with the Reporting Manual.]

2.1.7 Hunter Water must report to IPART, on the implementation of the water conservation program in accordance with the Reporting Manual.

3 Supply services and performance standards

3.1 Drinking water

- 3.1.1 Hunter Water must maintain a Management System that is consistent with the Australian Drinking Water Guidelines, except to the extent that NSW Health specifies otherwise in writing (the **Drinking Water Quality Management System**).

[Note: It is expected that the Drinking Water Quality Management System will be consistent with the Framework for Management of Drinking Water Quality. However, where NSW Health considers it appropriate, the application of Australian Drinking Water Guidelines may be amended or added to, to take account of Hunter Water's circumstances and/or Drinking Water quality policy and practices within New South Wales.]

The Australian Drinking Water Guidelines has provisions relating to the prevention of use of non-potable water for potable purposes.]

- 3.1.2 Hunter Water must ensure that the Drinking Water Quality Management System is fully implemented and that all relevant activities are carried out in accordance with the Drinking Water Quality Management System, and to the satisfaction of NSW Health.
- 3.1.3 Hunter Water must notify IPART and NSW Health, in accordance with the Reporting Manual, of any significant changes that it proposes to make to the Drinking Water Quality Management System.

3.2 Recycled Water

- 3.2.1 Hunter Water must maintain a Management System that is consistent with the Australian Guidelines for Water Recycling, except to the extent that NSW Health specifies otherwise in writing (the **Recycled Water Quality Management System**).

[Note: It is expected that the Recycled Water Quality Management System will be consistent with the Australian Guidelines for Water Recycling, including the Framework for Management of Recycled Water Quality and Use. However, where NSW Health considers it appropriate, the application of the Australian Guidelines for Water Recycling may be amended or added to, to take account of Hunter Water's circumstances and/ or Recycled Water quality policy and practices within New South Wales.]

- 3.2.2 Hunter Water must ensure that the Recycled Water Quality Management System is fully implemented and that all relevant activities are carried out in accordance with the Recycled Water Quality Management System, and to the satisfaction of NSW Health.
- 3.2.3 Hunter Water must notify IPART and NSW Health, in accordance with the Reporting Manual, of any significant changes that it proposes to make to the Recycled Water Quality Management System.

3.3 System performance standards

3.3.1 Water Pressure Standard

- a) Hunter Water must ensure that no more than 4,800 Properties experience a Water Pressure Failure in a financial year,
(Water Pressure Standard).
- b) A Property is taken to have experienced a Water Pressure Failure at each of the following times:
 - i) when a person notifies Hunter Water that the Property has experienced a Water Pressure Failure and that Water Pressure Failure is confirmed by Hunter Water; or
 - ii) when Hunter Water's systems identify that the Property has experienced a Water Pressure Failure.
- c) Despite clause 3.3.1(b), a Property will not be taken to have experienced a Water Pressure Failure if that Water Pressure Failure occurred only because of:
 - i) a Planned Water Interruption or Unplanned Water Interruption;
 - ii) water usage by authorised fire authorities in the case of a fire; or
 - iii) a short term or temporary operational problem (such as a main break) which is remedied within four days of its occurrence.

3.3.2 Water Continuity Standard

- a) Hunter Water must ensure that in a financial year:
 - i) no more than 10,000 Properties experience an Unplanned Water Interruption that lasts more than five continuous hours; and
 - ii) no more than 5,000 Properties experience three or more Unplanned Water Interruptions that each last more than one hour,**(Water Continuity Standard).**
- b) For the purposes of clause 3.3.2(a), Hunter Water must use the best available data (taking account of water pressure data where that data is available) to determine:
 - i) whether a Property has experienced an Unplanned Water Interruption; and
 - ii) the duration of the Unplanned Water Interruption.
- c) If a Property experiences an Unplanned Water Interruption that was caused by a third party, that Property is taken not to have experienced an Unplanned Water Interruption for the purposes of clause 3.3.2(a).

3.3.3 Wastewater Overflow Standard

- a) Hunter Water must ensure that in a financial year:
 - i) no more than 5,000 Properties (other than Public Properties) experience an Uncontrolled Wastewater Overflow in dry weather; and
 - ii) no more than 45 Properties (other than Public Properties) experience three or more Uncontrolled Wastewater Overflows in dry weather,

(Wastewater Overflow Standard).

3.3.4 Hunter Water must survey its Customers by 31 December 2020 for the purpose of informing a review of system performance standards.

[Note: Clause 3.3.4 is not intended to prevent Hunter Water:

- a) surveying its Customers and Consumers for any lawful purpose at such times as it sees fit; or*
- b) using the survey required by that clause to survey its Customers and Consumers on topics additional to the topic referred to in that clause.]*

3.3.5 Interpretation of standards

- a) For the purposes of the Water Pressure Standard and Water Continuity Standard, each separately billed or separately occupied part of a Multiple Occupancy Property is considered to be one Property.

[Note: for example, a block of five townhouses or apartments is counted as five Properties, and a block of land on which there is a house and a granny flat is counted as two Properties.]

- b) For the purposes of the Wastewater Overflow Standard, a Multiple Occupancy Property is considered to be one Property.

[Note: for example, a block of five townhouses or apartments is counted as one Property, and a block of land on which there is a house and a granny flat is counted as one Property.]

- c) In the case of any ambiguity in the interpretation or application of any of the standards set out in this clause 3.3, IPART's interpretation of the relevant standard or assessment of its application will prevail.

4 Organisational systems management

4.1 Asset management system

- 4.1.1 By 31 December 2017, Hunter Water must develop a Management System that is consistent with the *International Standard ISO 55001:2014 Asset Management System Requirements* (the **Asset Management System**), in delivering the functions authorised under this Licence.
- 4.1.2 Hunter Water must ensure that by 1 July 2018:
- a) the Asset Management System is fully implemented and that all relevant activities are carried out in accordance with the Asset Management System; and
 - b) the Asset Management System is certified by an appropriately qualified person to be consistent with the *International Standard ISO 55001: 2014 Asset Management System – Requirements*.
- 4.1.3 Once the Asset Management System is certified, Hunter Water must maintain the certification during the remaining term of this Licence.
- 4.1.4 Until the Asset Management System has been implemented in accordance with clause 4.1.2(a), Hunter Water must continue with the previous asset management system that was required under the operating licence held by Hunter Water which commenced in 2012.

[Note: This clause permits Hunter Water to transition its previous asset management system based on the Water Services Association of Australia's Aquamark benchmarking tool to the International Standard ISO 55001:2014 Asset Management System – Requirements.]

4.2 Environmental management system

- 4.2.1 Hunter Water must maintain a Management System that is consistent with, and certified to, the *International Standard ISO 14001* (the **Environmental Management System**) in delivering the functions authorised under this Licence.

[Note: For Hunter Water to remain certified, Hunter Water must transition its Environmental Management System to ISO 14001:2015 by September 2018.]

- 4.2.2 Hunter Water must fully implement, and carry out all relevant activities in accordance with, the Environmental Management System.

4.3 Quality management system

- 4.3.1 Hunter Water must maintain a Management System that is consistent with, and certified to, the *International Standard ISO 9001* (the **Quality Management System**) in delivering the functions authorised under this Licence.

[Note: For Hunter Water to remain certified, Hunter Water must transition its Quality Management System to ISO 9001:2015 by September 2018.]

- 4.3.2 Hunter Water must fully implement, and carry out all relevant activities in accordance with, the Quality Management System.

5 | Performance monitoring and reporting

5.1 Operational audits

5.1.1 The Operational Audit will audit Hunter Water's compliance with the following:

- a) this Licence;
- b) the Reporting Manual; and
- c) any matters required by the Minister.

5.1.2 a) Hunter Water must provide to IPART or the Auditor all information in Hunter Water's possession, or under Hunter Water's custody or control, which is necessary or convenient for the conduct of the Operational Audit.

b) Without limiting clause 5.1.2(a), Hunter Water must provide to IPART or the Auditor any information necessary or convenient for the conduct of the Operational Audit which IPART or the Auditor requests in writing, within any reasonable timeframe specified by IPART or the Auditor in writing.

- 5.1.3 For the purposes of any Operational Audit or verifying a report on an Operational Audit, Hunter Water must, within a reasonable time period of receiving a request from IPART or an Auditor, permit IPART or the Auditor to:
- a) access any works, premises or offices occupied by Hunter Water;
 - b) carry out inspections, measurements and tests on, or in relation to, any such works, premises or offices;
 - c) take on to any such premises or offices, any person or equipment necessary for the purposes of performing the Operational Audit or verifying any report on the Operational Audit;
 - d) inspect and make copies of, and take extracts from, any books and records of Hunter Water that are maintained in relation to the performance of Hunter Water's obligations under this Licence (including obligations under the Reporting Manual); and
 - e) discuss matters relevant to the Operational Audit or any report on the Operational Audit with Hunter Water, including Hunter Water's officers and employees.

5.2 Reporting Manual

- 5.2.1 Hunter Water must comply with its reporting obligations set out in the Reporting Manual.
- 5.2.2 Hunter Water must maintain sufficient record systems that enable it to report accurately in accordance with clause 5.2.1.
- 5.2.3 In the case of any ambiguity in the interpretation or application of any requirements in the Reporting Manual, IPART's interpretation or assessment will prevail.

5.3 National Water Initiative Performance indicators

- 5.3.1 Hunter Water must report to IPART, in accordance with the Reporting Manual, on Hunter Water's performance against the **National Water Initiative Performance Indicators**, as amended from time to time.
- 5.3.2 Hunter Water must maintain sufficient records and record systems that enable it to report accurately in accordance with clause 5.3.1.

5.4 Provision of information to IPART and Auditor

- 5.4.1 Hunter Water must provide IPART or an Auditor with information relating to the performance of any of Hunter Water's obligations under clause 5.2 (including providing IPART with physical and electronic access to the records required to be kept under clause 5.2) within a reasonable time of Hunter Water receiving a request from IPART or an Auditor for that information.
- 5.4.2 Hunter Water must provide IPART or an Auditor with such information as is reasonably required to enable IPART or an Auditor to conduct any review or investigation of Hunter Water's obligations under this Licence within a reasonable time period of Hunter Water receiving a request from IPART or an Auditor for that information.
- 5.4.3 If Hunter Water contracts out any of its activities to any person (including a subsidiary) it must take all reasonable steps to ensure that, if required by IPART or an Auditor, any such persons provide information and do the things specified in this clause 5 as if that person were Hunter Water.
- 5.4.4
 - a) Where this Licence requires Hunter Water to provide information to IPART or an Auditor, to the maximum extent permitted by law Hunter Water must provide that information even if it is confidential.
 - b) IPART and Auditors are to conduct themselves in respect of any confidential information, provided to them by Hunter Water under this Licence, as though section 24FF(1) of the IPART Act applied to that information.

[Note: Section 24FF(1) of the IPART Act makes provision in respect of confidential information received by IPART in connection with its licence auditing functions.]

6 Customer and stakeholder relations

6.1 Customer Contract

- 6.1.1 The terms and conditions of the Customer Contract are as set out in Schedule B of this Licence.

[Note: Section 38 of the Act makes provision for the amendment of the Customer Contract.]

- 6.1.2 Before publishing a notice under s 38 of the Act for the purpose of varying the terms and conditions of the Customer Contract, Hunter Water must provide IPART with a copy of the notice.

6.2 Consumers

- 6.2.1 Hunter Water's obligations under the Customer Contract relating to:
- a) Complaint handling and Complaint resolution procedures; and
 - b) rebates where applicable;

are extended to those Consumers who are not parties to the Customer Contract.

6.3 Payment Difficulties and Actions for Non-payment

6.3.1 Hunter Water must maintain and fully implement the following:

- a) a financial hardship policy that assists residential Customers and Consumers experiencing financial hardship to better manage their current and future bills;
- b) procedures relating to a payment plan for residential Customers and Consumers who are responsible for paying their bills and who are, in Hunter Water's opinion, experiencing financial hardship;
- c) procedures for identifying the circumstances under which Hunter Water may disconnect or restrict a supply of water in a manner that will affect a Customer or Consumer; and
- d) provisions for self-identification, identification by community welfare organisations and identification by Hunter Water of residential Customers and Consumers experiencing financial hardship
(the *Procedure for Payment Difficulties and Actions for Non-payment*).

6.4 Customer advisory group

6.4.1 Hunter Water must maintain and regularly consult with its Customers and Consumers through a customer advisory group.

6.4.2 Hunter Water must utilise the customer advisory group to, among other things, obtain advice on the interests of Hunter Water's Customers and Consumers, the Customer Contract and such other key issues related to Hunter Water's planning and operations as Hunter Water may determine, consistent with the customer advisory group charter (refer to in clause 6.4.4).

6.4.3 Hunter Water must:

- a) ensure that, at all times, the membership of the customer advisory group is appointed and determined by Hunter Water in accordance with the customer advisory group charter; and
- a) use its best endeavours to include, as members of the customer advisory group, at least one person representing each of the following categories:
 - i) business Consumers;
 - ii) organisations representing low income Consumers;
 - iii) Consumers living in rural and urban fringe areas;
 - iv) residential Consumers;
 - v) environmental groups;

- vi) local government;
- vii) pensioners;
- viii) Consumers with disabilities;
- ix) indigenous Australians; and
- x) Consumers from non-English speaking backgrounds.

6.4.4 Hunter Water and members of the customer advisory group must, for the term of this Licence, maintain a charter that addresses all of the following issues:

- a) the role of the customer advisory group;
- b) how members and the Chair of the customer advisory group will be appointed;
- c) the term for which members are appointed;
- d) information on how the customer advisory group will operate;
- e) a description of the type of matters that will be referred to the customer advisory group and how those matters may be referred;
- f) procedures for communicating the outcomes of the customer advisory group's work to the public;
- g) procedures for monitoring issues raised at meetings of the customer advisory group and ensuring appropriate follow-up of those issues;
- h) procedures for amending the charter; and
- i) funding and resourcing of the customer advisory group by Hunter Water.

6.4.5 Hunter Water must provide the customer advisory group with information in Hunter Water's possession or under its control necessary to enable the customer advisory group to discharge the tasks assigned to it, other than information or documents that are confidential.

6.5 Internal Complaints Handling

6.5.1 Hunter Water must maintain a procedure for receiving, responding to and resolving Complaints, which is consistent with the Australian Standard AS/NZS 10002:2014 - Guidelines for complaint handling in organisations (AS/NZS 10002:2014) (the **Internal Complaints Handling Procedure**).

6.5.2 Hunter Water must ensure that the Internal Complaints Handling Procedure is fully implemented and that all relevant activities are carried out in accordance with the Internal Complaints Handling Procedure.

6.6 External dispute resolution scheme

- 6.6.1 Hunter Water must be a member of the Energy and Water Ombudsman NSW to facilitate the resolution, by a dispute resolution body, of disputes between Hunter Water and its Customers or Consumers.

6.7 Provision of information to Customers and the general public

- 6.7.1 Hunter Water must prepare a pamphlet or pamphlets with the following information to Customers at least annually with their bills:
- a) a brief explanation of the Customer Contract and a summary of the key rights and obligations of Customers under the Customer Contract;
 - b) a brief explanation of the Procedure for Payment Difficulties and Actions for Non-payment;
 - c) a brief explanation of rights of Customers to claim a rebate and the conditions that apply to those rights;
 - d) information about the General Enquiry Process;
 - e) information about how to make a Complaint under the Internal Complaints Handling Procedure; and
 - f) a brief explanation of the external dispute resolution service, how to access that service, and Customers rights to have a Complaint or dispute referred to Energy and Water Ombudsman NSW.
- 6.7.2 Hunter Water must make a copy of the following documents available to any person, free of charge on its website for downloading and upon request through the General Enquiry Process:
- a) the Customer Contract;
 - b) a pamphlet or pamphlets (as referred to in clause 6.7.1);
 - c) the Procedure for Payment Difficulties and Actions for Non-payment;
 - d) the customer advisory group charter;
 - e) customer advisory group minutes;
 - f) the Internal Complaints Handling Procedure;
 - g) information about the dispute resolution scheme provided by Energy and Water Ombudsman NSW; and
 - h) a map of the Area of Operations.

- 6.7.3 Hunter Water must update the pamphlet or pamphlets prepared under clause 6.7.1 and documents on its website under clause 6.7.2 and to reflect any variations made to the information, within 60 days of the commencement of the variations.

6.8 Code of Conduct with WIC Act licensee

- 6.8.1 Hunter Water must use its best endeavours to co-operate with any Licensed Network Operator and Licensed Retail Supplier that seeks to establish with Hunter Water a code of conduct under clause 25 of the WIC Regulation.

6.9 Memorandum of understanding with NSW Health

- 6.9.1 Hunter Water must:
- a) use its best endeavours to maintain a memorandum of understanding with NSW Health; and
 - a) comply with the memorandum of understanding maintained under clause 6.9.1(a).
- 6.9.2 The purpose of the memorandum of understanding referred to in clause 6.9.1(a) is to form the basis for co-operative relationships between the parties to the memorandum of understanding. In particular, the purpose of the memorandum of understanding referred to in clause 6.9.1(a) is to recognise the role of NSW Health in providing advice to the NSW Government in relation to Drinking Water quality standards and the supply of water that is safe to drink.
- 6.9.3 The memorandum of understanding referred to in clause 6.9.1(a) must include arrangements for Hunter Water to report to NSW Health information on any events in relation to Hunter Water's systems or Services, which might pose a risk to public health.
- 6.9.4 Hunter Water must provide NSW Health with information relating to water quality in the manner and form specified by NSW Health within a reasonable time of receiving NSW Health's request.

[Note: Under section 19 of the Public Health Act 2010 (NSW), the Director General of the NSW Ministry of Health may require Hunter Water to produce certain information.]

6.10 Roles and responsibilities protocol with Department of Primary Industries Water

6.10.1 Hunter Water must use its best endeavours to:

- a) maintain a Roles and Responsibilities Protocol with the Department of Primary Industries Water for the review and implementation of the Lower Hunter Water Plan; and
- b) comply with the Roles and Responsibilities Protocol maintained under clause 6.10.1(a).

6.10.2 The purpose of the Roles and Responsibilities Protocol referred to in clause 6.10.1(a) is to form the basis for a co-operative relationship between the parties to the Roles and Responsibilities Protocol. In particular, the purpose of the Roles and Responsibilities Protocol referred to in clause 6.10.1(a) is to recognise the role of Department of Primary Industries Water in assessing options to address water supply security in the lower Hunter.

6.11 Memorandum of understanding with Fire and Rescue NSW

6.11.1 Hunter Water must use its best endeavours to develop and enter into a memorandum of understanding with Fire and Rescue NSW (FRNSW) by 31 December 2017.

6.11.2 Once the memorandum of understanding referred to in clause 6.11.1 is developed and entered into, Hunter Water must use its best endeavours to comply with the memorandum of understanding.

6.11.3 The purpose of the memorandum of understanding referred to in clause 6.11.1 is to form the basis for co-operative relationships between the parties to the memorandum of understanding. In particular, the purpose of clause 6.11.1 is to:

- a) develop the roles and responsibilities of the parties to the memorandum of understanding as they relate to each other;
- b) identify the needs and constraints of the parties to the memorandum of understanding as they relate to each other; and
- c) identify and develop strategies for efficient and effective provision of firefighting water consistent with the goals of each party to the memorandum of understanding.

6.11.4 The memorandum of understanding referred to in clause 6.11.1 must require:

- a) the establishment of a working group, comprised of representatives from Hunter Water and FRNSW; and
- b) the working group to consider the following matters (at a minimum):
 - i) arrangements regarding information sharing between Hunter Water and FRNSW;
 - ii) agreed timelines and a format for Hunter Water to provide a report to FRNSW detailing the network performance with regard to availability of water for firefighting (taking into account the minimum available flow and pressure in localised areas of the network);
 - iii) arrangements for Hunter Water to consult with FRNSW in the design of new assets and planning of system maintenance, where modelling indicates that minimum available flow and pressure may unduly affect firefighting in the network section under consideration; and
 - iv) other matters as agreed by both parties to the memorandum of understanding.

[Note: Clauses 6.9.1, 6.10.1 and 6.11.1 do not limit the persons with whom Hunter Water may be a party to a memorandum of understanding or a roles and responsibilities protocol.]

7 Definitions and interpretation

7.1 Definitions

In this Licence, the terms set out in bold below have the corresponding meanings when they appear in title case in this Licence, unless context dictates otherwise.

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

Area when used to refer to a council under the *Local Government Act 1993*, has the same meaning as it has under that Act, except that a reference to the Area of a council in this Licence also refers to an area in which any person or body who, from time to time, has functions connected with the supply of water which are the same or substantially similar to those which the council referred to had as at the Commencement Date is authorised to carry out those functions.

Area of Operations means the area specified in Schedule A for the purposes of section 16(1) of the Act.

Asset Management System has the meaning given in clauses 4.1.1 and 4.1.4.

Auditor means a person appointed by IPART to undertake an Operational Audit.

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: Managing Health and Environmental Risks (Phase 1) 2006* and 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).

Commencement Date means the date on which this Licence commences, being either 1 July 2017 or, if a different date is specified by the Governor in a notice published in the NSW Government Gazette, that different date.

Complaint means an expression of dissatisfaction made by Customers or Consumers to Hunter Water in relation to its products or Services, staff or the Complaints-handling process itself, where a response or resolution is explicitly or implicitly expected or legally required.

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 stormwater system or waterway, in order to prevent overloaded or blocked sewers from discharging at sensitive locations, on private property or within buildings.

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 the Corporation of a kind referred to in section 37 [of the Act].]

Customer Contract means the terms and conditions of a contract which is contained in Schedule B.

Drinking Water means water intended primarily for human consumption but which has other personal, domestic or household uses such as bathing and showering.

Drinking Water Network means the infrastructure owned by Hunter Water used to deliver Drinking Water to Hunter Water’s Customers and Consumers.

Drinking Water Quality Management System has the meaning given in clause 3.1.1.

Economic Level of Leakage is the level of leakage at which it would cost more to reduce the leakage than to produce the water from another source.

End of Term Review has the meaning given in clause 1.9.1.

Energy and Water Ombudsman NSW means the NSW industry complaints scheme for the water industry of that name and any successor to that scheme.

Environmental Management System has the meaning given in clause 4.2.1.

Hunter/Central Coast Pipeline Agreement means the agreement of that title executed by Hunter Water, Wyong Shire Council and Gosford City Council in 2007, as amended or replaced from time to time.

General Enquiry Process means the process of making general enquiries to Hunter Water via its website, email, post, telephone and in person.

Hunter Water means the Hunter Water Corporation constituted as a corporation by the Act.

Internal Complaints Handling Procedure has the meaning given in clause 6.5.1.

IPART means the Independent Pricing and Regulatory Tribunal of New South Wales constituted by the IPART Act.

IPART Act means the *Independent Pricing and Regulatory Tribunal Act 1992* (NSW).

Licence means this operating licence granted under section 12 of the Act to Hunter Water or any renewal of it, as in force for the time being.

Lower Hunter Water Plan means the plan of that title released by the Metropolitan Water Directorate, as updated, amended or replaced from time to time.

Licensed Network Operator means an entity that holds a Network Operator's Licence under the WIC Act.

Licensed Retail Supplier means an entity that holds a Retail Supplier's Licence under the WIC Act.

Management System means a set of interrelated elements or components used by Hunter Water to develop and implement its policies and to manage any of its activities, products or Services, and includes organisational structure, planning activities, responsibilities, practices, procedures, processes and resources.

Minister means the Minister responsible for the Act, which at the Commencement Date is the Minister for Lands and Water.

Multiple Occupancy Property means any land or title on which there is more than one Property.

National Water Initiative Performance Indicators means the National Water Initiative Performance Reporting Indicators set out in the *2013-14 National Performance Framework: Urban performance reporting indicators and definitions handbook* published by the (now-abolished) National Water Commission, or any document which updates, amends or replaces it from time to time.

NSW Health means the NSW Ministry of Health.

Operational Audit means an assessment undertaken by IPART or an Auditor in respect of Hunter Water's compliance with the matters listed in clause 5.1.1.

Planned Water Interruption means an event which:

- a) commences when the supply of Drinking Water at the first cold water tap of a Property is interrupted following receipt by the Customer or Consumer of a prior water interruption notice from Hunter Water; and
- b) ceases when a normal supply of Drinking Water is restored to the Property referred to in paragraph (a).

Procedure for Payment Difficulties and Actions for Non-payment has the meaning given in clause 6.3.1.

Property means real property within the Area of Operations, excluding Public Property, which is owned by a person (whether individually or otherwise) and, for the avoidance of any doubt, includes the following:

- a) an individual dwelling or individual premises used for any purpose, which forms part of the land; and
- b) a lot in a strata plan that is registered under the *Strata Schemes (Freehold Development) Act 1973 (NSW)* or the *Strata Schemes (Leasehold Development) Act 1986 (NSW)*.

Public Property means real property vested in or under the control of a Minister of the Crown or public authority, and excludes any part of that property which is leased, licensed or used for private purposes.

Quality Management System has the meaning given in clause 4.3.1.

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 Quality Management System has the meaning given in clause 3.2.1.

Reporting Manual means the document entitled *Hunter Water Corporation Reporting Manual* and published by IPART (as updated from time to time).

Services:

- a) means supplying water, providing sewerage and drainage services, and disposing of Wastewater by Hunter Water; but
- b) for the purposes of clause 1.5 only, excludes supplying drainage services.

Sewerage Infrastructure has the same meaning as under the WIC Act.

Sewerage System means the sewer mains, pipes, treatment plants and other equipment provided, constructed, managed, operated and maintained by Hunter Water to provide sewerage services under this Licence including the collection, transportation, treatment and disposal of sewage.

System Performance Standards means the Water Pressure Standard, the Water Continuity Standard and the Wastewater Overflow Standard as defined in clause 3.3.

Uncontrolled Wastewater Overflow means an overflow of Wastewater that is not a Controlled Wastewater Overflow and will be taken to have commenced on the earlier of the following:

- a) when a person notifies Hunter Water that a Property has experienced a Wastewater overflow which Hunter Water confirms is an Uncontrolled Wastewater Overflow; and
- b) when Hunter Water's systems identify that a Property has experienced an Uncontrolled Wastewater Overflow.

Unplanned Water Interruption means an event which:

- a) commences when the supply of Drinking Water at the first cold water tap of a Property is interrupted without the Customer or Consumer having received prior notice of that interruption from Hunter Water; and
- b) ceases when a normal supply of Drinking Water is restored to the Property referred to in paragraph (a).

Wastewater means any discarded water, whether clean or contaminated, that is discharged into the Sewerage System.

Water Conservation Target has the meaning given in clause 2.1.5(a).

Water Infrastructure has the same meaning as under the WIC Act.

Water Pressure Failure means a situation in which a Property experiences water pressure of less than 20 metres head for a continuous period of 30 minutes or more measured at the point of connection of the Property to the Water Supply System (usually at the point of connection known as the 'main tap').

Water Supply System means the storages, water mains, pipes, treatment plants and other equipment provided, constructed, managed, operated and maintained by Hunter Water to supply water under this Licence, including the storage, treatment transfer and delivery of water.

Wholesale Customer means a person who is authorised under a licence or authorisation under the WIC Act to:

- a) construct, maintain and operate Water Infrastructure or Sewerage Infrastructure;
- b) provide water supply services by means of Water Infrastructure; or
- c) provide sewerage services by means of Sewerage Infrastructure.

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

WIC Regulation means the *Water Industry Competition (General) Regulation 2008 (NSW)*

7.2 Interpretation

- a) In this Licence, unless the contrary intention appears:
 - i) the word person includes an individual, a body corporate, an unincorporated body or other entity and one or more of each of them;
 - ii) headings are for convenience only and do not affect the interpretation of this Licence;
 - iii) notes do not form part of this Licence but may be used to assist with interpretation if there is an ambiguity;
 - iv) words importing the singular include the plural and vice versa;
 - v) a reference to a law or legislation (including the Act) includes regulations made under the law or legislation;
 - vi) a reference to regulations includes ordinances, codes, licences, orders, permits and directions;
 - vii) a reference to a law or regulation includes consolidations, amendments, variations, re-enactments, or replacements of any of them;
 - viii) a reference to a legislative provision that is re-numbered extends to the corresponding re-numbered legislative provision;
 - ix) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns;
 - x) a reference to a year means a calendar year that ends on 31 December;
 - xi) a reference to a financial year means a period of 12 months commencing on 1 July and ending on the following 30 June;
 - xii) a reference to a clause or schedule is to a clause or schedule of this Licence; and

- xiii) a reference to a quarter is a period of 3 months beginning on 1 July, 1 October, 1 January or 1 April in a year.
- xiv) a reference to a council under the *Local Government Act 1993* also refers to any person or body who, from time to time, has responsibilities connected with the supply of water which are the same or substantially similar to those which the council referred to had as at the Commencement Date.
- b) If any part of this Licence is prohibited, void, voidable, illegal or unenforceable, then that part is severed from this Licence but without affecting the continued operation of the remainder of this Licence.
- c) A reference in this Licence to any organisation, association, society, group or body will, in the event of it ceasing to exist or being reconstituted, renamed or replaced or if its powers or functions are transferred to any other entity, body or group, refer respectively to any such entity, body or group, established or constituted in lieu thereof or succeeding to similar powers and functions.
- d) A reference in this Licence to a document (~~original document~~) is a reference to the original document as amended or revised or, where the original document is replaced, to the replacing document, or the document that most closely approximates the original document.
- e) Except where a contrary intention appears in this Licence, where there is disagreement between Hunter Water and IPART as to the proper interpretation of any term of this Licence, the matter must be referred to the Minister for resolution by the Minister.
- f) Information provided to IPART under this Licence may be used by IPART for the purpose of an investigation or report under the IPART Act in relation to Hunter Water, or in the discharge of any function lawfully conferred on IPART.



Schedules

Schedule A Area of Operations

For the purposes of section 16(1) of the Act, the Area of Operations consists of:

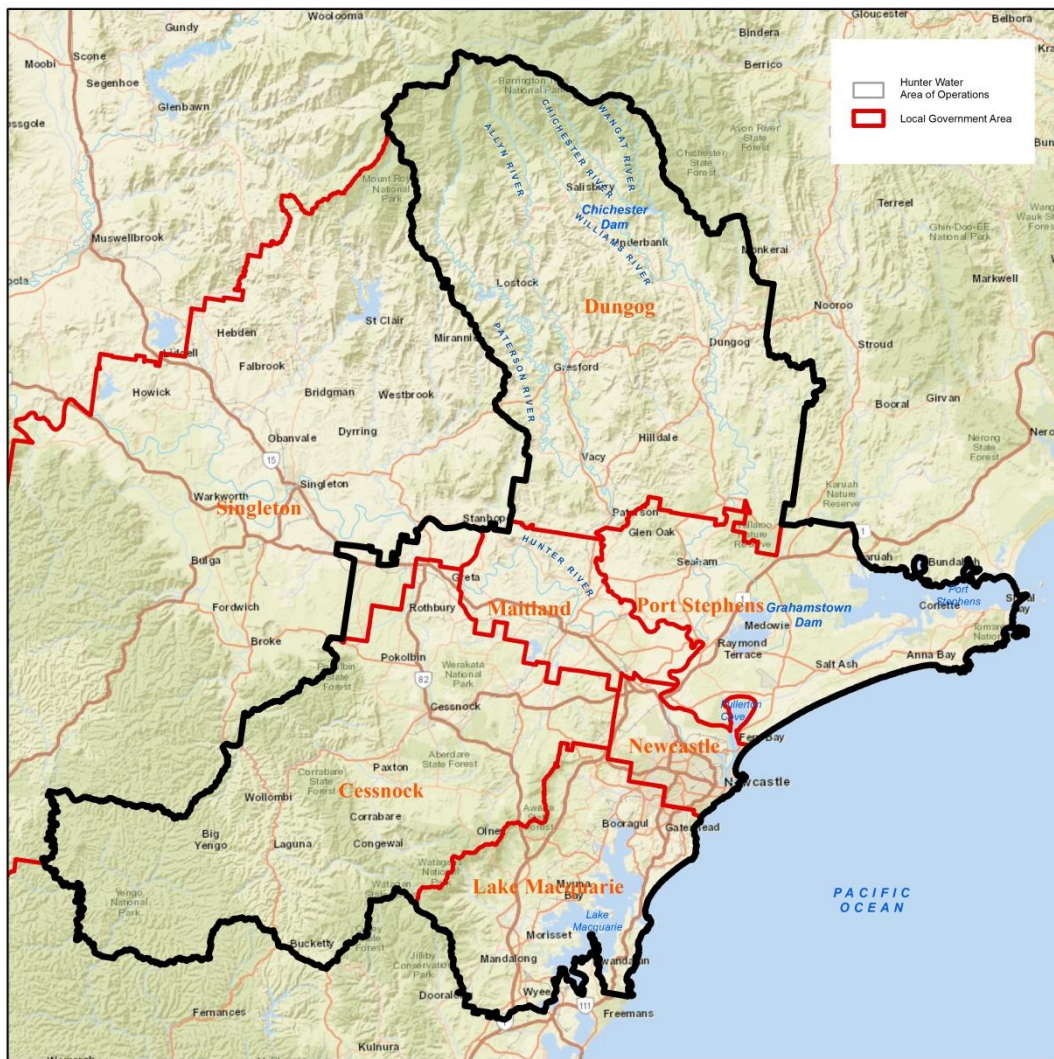
- (a) the local government areas of:
 - i. Cessnock City Council;
 - ii. Dungog Shire Council;
 - iii. Maitland City Council;
 - iv. Lake Macquarie City Council;
 - v. Newcastle City Council; and
 - vi. Port Stephens Councils;as they stood at the Commencement Date;
- (b) that part of Singleton Shire Council's local government area, as it stood at the Commencement Date, set out on page 4257 of the NSW Government Gazette No 83 of 29 June 2007;
- (c) the islands in that part of the Hunter River between the confluence with the Williams River and the entrance of the Hunter River (including Newcastle Harbour);
- (d) any land upon the waters of that part of the Hunter River between its confluence with the Williams River and the entrance of the Hunter River (including Newcastle Harbour) upon which there is erected any wharf, pier, jetty, building or other structure;
- (e) any area not captured by the above but shown within the thick black line on the map in Figure A.1; and
- (f) any other land specified from time to time by the Governor by order under section 16(1)(c) of the Act.

[Notes:

- *This Licence is not intended to prohibit Hunter Water from carrying out its functions under s4A(3) of the Act outside of its Area of Operations.*

- *Clause 1.2.2 of this Licence authorises Hunter Water to do all things necessary or convenient to achieve, and to promote the capability to achieve, the transfer of water to and from its Area of Operations and the Area of the Central Coast Council in accordance with the Hunter/Central Coast Pipeline Agreement.]*

Figure A.1 Area of Operations



Schedule B Customer Contract

PROPOSED CUSTOMER CONTRACT

HUNTER WATER

ME_134521879_1



CONTENTS

1	INTRODUCTION	1
1.1	Words used in this Customer Contract	1
1.2	Understanding the Customer Contract	1
1.3	Policies.....	1
2	WHAT IS A CUSTOMER CONTRACT AND WHO IS COVERED BY IT?.....	1
2.1	What is a Customer Contract?.....	1
2.2	Who is covered by this contract?	1
2.3	Other agreements with us.....	2
2.4	When does this Customer Contract commence?	2
2.5	When does this Customer Contract end?	2
2.6	Variation of this Customer Contract.....	2
3	WHAT WATER SERVICES DO WE PROVIDE?	3
3.1	Drinking water quality.....	3
3.2	Supply of water	3
3.3	Health or special needs	3
3.4	Drinking water pressure.....	3
4	WHAT RECYCLED WATER SERVICES DO WE PROVIDE?	3
4.1	Supply of recycled water.....	3
5	WHAT WASTEWATER SERVICES DO WE PROVIDE?	4
5.1	Supply of wastewater services	4
5.2	Wastewater overflow.....	4
5.3	Wastewater mining	4
6	WHAT TRADE WASTE SERVICES DO WE PROVIDE?.....	4
6.1	Trade wastewater	4
7	WHAT STORMWATER SERVICES DO WE PROVIDE?	4
7.1	Stormwater drainage services	4
7.2	Stormwater harvesting	5
8	FACTORS AFFECTING SERVICE	5
8.1	Unplanned interruptions.....	5
8.2	Planned interruptions	5
8.3	Water restrictions	5
8.4	Major operational incident.....	6
8.5	Restriction or disconnection.....	6
8.6	Force majeure.....	6
9	WHAT YOU PAY	6
9.1	How prices are set	6
9.2	Publication of Charges.....	6
9.3	Responsibility to pay the account	6
9.4	Concessions	6
9.5	Your bill	7
9.6	Undercharging	8
9.7	Overcharging	8
9.8	Account queries and disputes.....	8
9.9	Wastewater usage charge	9

9.10	Other costs and charges	9
10	WHAT CAN I DO IF I AM UNABLE TO PAY MY BILL?	9
10.1	Payment difficulties and assistance options	9
11	RESTRICTION OR DISCONNECTION OF SERVICES	10
11.1	Restriction or disconnection of supply for non-payment.....	10
11.2	Notice of restriction or disconnection for non-payment	10
11.3	Restriction or disconnection for other reasons	11
11.4	Minimum flow rate.....	12
11.5	Disconnection by a customer.....	12
11.6	Restoration of services after restriction or disconnection	12
12	RESPONSIBILITIES FOR MAINTENANCE AND REPAIR.....	13
12.1	Drawings	13
12.2	Our responsibilities regarding our infrastructure.....	13
12.3	Your responsibilities regarding your water system	13
12.4	Your responsibilities regarding your wastewater system.....	14
12.5	Pressure wastewater system.....	14
12.6	Non-standard connections	15
12.7	Private joint service.....	15
12.8	Stormwater connections, coverings and bridges	15
12.9	Conserving water	15
12.10	Giving notice of system failures	16
12.11	Removal of trees.....	16
13	DEFECTIVE OR UNAUTHORISED WORK.....	17
13.1	Authorised Connections.....	17
13.2	Defective or unauthorised work	17
13.3	Building, landscaping and other construction work	17
13.4	Altering and unauthorised connection or use	17
14	ENTRY ONTO A CUSTOMER'S PROPERTY	18
14.1	Access to Hunter Water's infrastructure	18
14.2	Identification	18
14.3	Notice of access.....	18
14.4	Impact on customer's property.....	18
15	WATER METER READING, INSTALLATION, TESTING AND MAINTENANCE.....	19
15.1	Installing and maintaining the meter	19
15.2	Access to the meter	19
15.3	Measuring water supplied	20
15.4	Meter testing	20
15.5	Meter replacement	20
16	REDRESS.....	21
16.1	Notification	21
16.2	Rebates.....	21
16.3	Forms of redress.....	22
16.4	Claim for damages.....	22
16.5	Limitation of Liability.....	23
17	WHAT CAN I DO IF I AM UNHAPPY WITH THE SERVICE PROVIDED BY HUNTER WATER?.....	23

17.1	Customer Complaints	23
17.2	Complaints review.....	23
17.3	Resolution of complaints.....	24
17.4	External dispute resolution	24
18	WHO SHOULD I CONTACT?	24
18.1	Emergency assistance (Faults and leaks assistance)	24
18.2	General Enquiries	25
18.3	Interpreter and TTY services	25
19	CONSULTATION, INFORMATION AND PRIVACY	25
19.1	Community involvement.....	25
19.2	Providing information	25
19.3	Privacy	25
20	DEFINITIONS, DRAWINGS AND INTERPRETATION	26
20.1	Definitions	26
20.2	Interpretation	31
20.3	Drawings	33

FOREWORD

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

For Hunter Water, providing excellent service is an important part of our purpose of providing safe, reliable and efficient water and wastewater services to our community.

This **Customer Contract** outlines your rights and obligations as a user of Hunter Water's **services** (except unfiltered water) and sets out the minimum standards of customer service that you can expect.

For more information about Hunter Water and the **services** we provide visit 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 20.

1.2 Understanding the Customer Contract

There are a number of provisions in clause 20 of this **Customer Contract** that may assist you in interpreting the **Customer Contract**.

Other than clause 16.5, which sets out how our liability is limited to the extent permitted by **Law**, 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**.

1.3 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.

2 WHAT IS A CUSTOMER CONTRACT AND WHO IS COVERED BY IT?

2.1 What is a Customer Contract?

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 and binding.

This **Customer Contract** is a legally enforceable document and is a requirement of the **Act**. It provides the terms under which we provide the **services** to you. The **Customer Contract** also sets out each party's rights and obligations including your rights in any **dispute** with us.

This **Customer Contract** is summarised in a separate document called the *Customer Contract Summary* and is available on our website or by contacting us via the **General Enquiry Process**.

2.2 Who is covered by this contract?

2.2.1 You are a **customer** for the purpose of this **Customer Contract** if you:

- (a) own **property** within our **area of operations** that has an **authorised standard connection** to our **water infrastructure**, our **wastewater infrastructure** or our **recycled water infrastructure**; or
- (b) own **property** that is within a **declared stormwater drainage area**.

- 2.2.2** If you have a contract for **water services, wastewater services** and/or **recycled water services** from a licensee under the **WIC Act**, this **Customer Contract** only applies to you for the services you receive directly from us.
- 2.2.3** If you have a contract for **water services** or **wastewater services** with us on specific terms and conditions, this **Customer Contract** does not apply to you to the extent that other contract applies.
- 2.2.4** For the avoidance of doubt, this **Customer Contract** does not apply to a **wholesale water supply services customer** or **wholesale sewerage services customer**.

2.3 Other agreements with us

- 2.3.1** We may enter a **separate agreement** with you for the provision of different levels of service for example, a **non-standard water connection**, a **non-standard wastewater connection**, a **trade wastewater connection**, **recycled water connection**, **wholesale water supply service** or **wholesale sewerage service**. 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 if the service that we have agreed to provide is different from the standards set out in this contract.
- 2.3.2** If you have a **separate agreement** with us the terms of that agreement will take precedence over the terms of this **Customer Contract**, to the extent of any inconsistency between them.

2.4 When does this Customer Contract commence?

- 2.4.1** This **Customer Contract** will commence on:
- (a) if you are a **customer** on 1 July 2017, on 1 July 2017; or
 - (b) if you are not a **customer** on 1 July 2017, on such later date as you become a **customer**.
- 2.4.2** 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?

- 2.5.1** This **Customer Contract** or relevant clauses of this **Customer Contract** will terminate between us and you if you cease to be **customer**. The termination of this **Customer Contract** does not affect any rights or obligations of you or us that accrue prior to termination.
- 2.5.2** If this **Customer Contract**, or part of the **Customer Contract**, terminates 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 affect the transfer.

2.6 Variation of this Customer Contract

- 2.6.1** We may vary this **Customer Contract** in accordance with the **Act**. If the **Customer Contract** is varied:
- (a) a notice identifying a variation to this **Customer Contract** (other than for variations of **charges** and fees) will be published in a daily newspaper circulating in the **area of operations**, on the website and through the General Enquiry Process at least six months before the variation becomes effective, or a shorter period of notice as approved by the **Minister**; and
 - (b) where practicable, a copy of the notice will also be given to each **customer** with their next account although failure to do so will not invalidate the effect of the variation.

- 2.6.2 This requirement to give notice of variations to the terms of the **Customer Contract** does not apply to variations in **charges** and fees made in accordance with a determination by **IPART**.

3 WHAT WATER SERVICES DO WE PROVIDE?

3.1 Drinking water quality

- 3.1.1 The **drinking water** we supply must comply with the health related guidelines provided in the **Australian Drinking Water Guidelines** except to the extent specified by **NSW Health**.

3.2 Supply of water services

- 3.2.1 If your **property** has an **authorised standard connection** to our **water infrastructure**, unless prevented by events referred to in clause 8, we will provide a **drinking water service** to meet your reasonable needs.
- 3.2.2 If you require a continuous supply of **drinking water** you should make alternative arrangements in the event of an interruption to the **drinking water service**. Any such arrangements would be at your cost.

3.3 Health or special needs

- 3.3.1 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** and 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 if necessary.
- 3.3.2 If you require a **drinking water service** to operate a life support machine or for other special health needs, you may also be eligible for a free water allowance.
- 3.3.3 **Critical customers** will receive notification of any **planned interruption** to the **drinking water service**. In addition, we will contact our **critical customers** as soon as possible in the event of any **unplanned interruption**.

3.4 Drinking water pressure

- 3.4.1 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.

4 WHAT RECYCLED WATER SERVICES DO WE PROVIDE?

4.1 Supply of recycled water

- 4.1.1 If your **property** is in a **recycled water area** and has an **authorised connection** to our **recycled water infrastructure**, unless prevented by events referred to in clause 8, we will provide you with a **recycled water service**.
- 4.1.2 We may supply other types of **recycled water** if your property is not in a **recycled water area** by way of **separate agreement** with us.
- 4.1.3 We will use our reasonable endeavours to ensure the **recycled water** we supply complies with the **Australian Guidelines for Water Recycling** unless otherwise specified in writing by **NSW Health**.
- 4.1.4 If you are supplied with **recycled water**, we will give you information on the standard requirements for its safe use at the time we commence supply to you. We are not responsible for your use of recycled water contrary to the information we provide.

5 WHAT WASTEWATER SERVICES DO WE PROVIDE?

5.1 Supply of wastewater services

- 5.1.1 If your **property** has an **authorised standard connection** to our **wastewater infrastructure**, unless prevented by events referred to in clause 8, we will provide you with a **wastewater service**.

5.2 Wastewater overflow

- 5.2.1 We will use our reasonable endeavours to minimise the incidence of **wastewater overflows** on your **property** due to a failure of our **wastewater infrastructure**.
- 5.2.2 If there is a **wastewater overflow** on your **property** due to the failure of our **wastewater infrastructure**, we will use our reasonable endeavours to:
- (a) minimise inconvenience and damage to you by containing the overflow as soon as possible;
 - (b) clean up the affected area as quickly as possible at our cost and in such a manner as to minimise the risk to human health; and
 - (c) notify you of any forms of redress available.

5.3 Wastewater mining

- 5.3.1 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.

6 WHAT TRADE WASTE SERVICES DO WE PROVIDE?

6.1 Supply of trade waste services

- 6.1.1 To control the discharge of **trade waste** into our **wastewater infrastructure**, you must obtain our written consent and enter into a **separate agreement** with us if required to discharge **trade waste** into our **wastewater infrastructure** in accordance with our *Trade Wastewater Policy*.
- 6.1.2 We will not provide our consent if by accepting the **trade waste**, we are in breach or potentially in breach, of any **Laws**, our **Operating Licence**, our **Environment Protection Licences** or the **Act**.

7 WHAT STORMWATER SERVICES DO WE PROVIDE?

7.1 Supply of stormwater drainage services

- 7.1.1 Hunter Water's **stormwater infrastructure** is located in the **declared stormwater drainage areas** and consists mostly of major open channels and pipe systems into which local council owned networks and street drainage systems discharge. Generally, your **stormwater** is not directly connected to Hunter Water's **stormwater infrastructure**. Hunter Water transports the **stormwater** collected through our **stormwater infrastructure** to its eventual discharge point.
- 7.1.2 If your property is within a **declared stormwater drainage area** we will charge you the fees for this service set by **IPART**.
- 7.1.3 You may contact us using the **General Enquiry Process** to determine if your land is within a **declared stormwater drainage area**.

7.2 Stormwater harvesting

- 7.2.1 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.

8 FACTORS AFFECTING SERVICE

Hunter Water's obligations under clauses 3 to 7 are suspended for the duration of any of the following events, except clause 3.3.

8.1 Unplanned interruptions

- 8.1.1 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.
- 8.1.2 Unless your **separate agreement** provides otherwise, 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.
- 8.1.3 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**.

8.2 Planned interruptions

- 8.2.1 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**.
- 8.2.2 Our website will provide information in relation to the **planned interruption** as well as estimated times for restoration of the **services**.
- 8.2.3 We will notify you in writing of the expected time and duration of any **planned interruption**. We will provide you with two days' notice if you are a **residential customer** and seven days' notice if you are a **non-residential customer** (or such other times as agreed with you) of a **planned interruption**.
- 8.2.4 We will use our reasonable endeavours to reinstate your **services** within five hours in one continuous period.

8.3 Water restrictions

- 8.3.1 The **Hunter Water Regulation** allows the **Minister**, in the case of drought or other emergency, or in the interest of maintaining water supply, to place **water restrictions** on the **drinking water service**. You must comply with the conditions of the **water restrictions** during this time.
- 8.3.2 Notice of the **water restrictions** will be published in major newspapers circulating in the **area of operations** affected by the **water restrictions** and on our website.
- 8.3.3 The **water restrictions** may regulate or restrict, amongst other things:
- (a) the purposes for which **drinking water** may be used;
 - (b) the times when **drinking water** may be used;
 - (c) the quantities of **drinking water** that may be used;
 - (d) the means or methods of the use of **drinking water**;
 - (e) a variation of **charges** consistent with the **Act** and **Operating Licence**.
- 8.3.4 Any **water restrictions** will override the relevant provisions of this **Customer Contract**.

8.3.5 Authorised Hunter Water employees have the power to issue **penalty notices** for breaches of **water restrictions**.

8.4 Major operational incident

8.4.1 We may need to shut down part of our **infrastructure** if a **major operational incident** occurs. We may interrupt the **services**, or arrange for the Minister to place **water restrictions** on the use of the **drinking water services** to you until such time as the **major operational incident** is over.

8.4.2 Where practicable, notice of the **major operational incident** will be published on our website.

8.5 Restriction or disconnection

8.5.1 We may **restrict** or **disconnect** your **services** for any of the reasons set out in clause 11.

8.6 Force majeure

8.6.1 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.

9 WHAT YOU PAY

9.1 How prices are set

9.1.1 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**.

9.1.2 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.

9.2 Publication of Charges

9.2.1 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.

9.2.2 We will publish any variations to our **charges** and provide details with your next bill. The variation will commence on:

- (a) the first day of the next **billing cycle**;
- (b) a date we nominate after we have published the change; or
- (c) as determined by **IPART**.

9.3 Responsibility to pay the account

9.3.1 You are responsible for payment of the **charges** included on the 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*.

9.4 Concessions

9.4.1 If you hold one of the recognised pensioner concession cards you may be eligible for a government funded pension concession.

- 9.4.2** You must apply to us for the concession. To obtain information about your eligibility for a concession, please contact us via the **General Enquiry Process**.
- 9.4.3** 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.
- 9.4.4** You authorise us to make enquiries with relevant **Authorities** to confirm your eligibility.

9.5 Your bill

9.5.1 When will your bill be sent?

- (a) We will issue a bill to **residential customers** every four months. If we intend to change the billing frequency, we will give you at least four months' notice.
- (b) **Non-residential customers** may be sent an account on a monthly basis.
- (c) We will provide you with copies of your bills for the previous 12 months at any time on request, free of charge.

9.5.2 What information is on your bill?

We will ensure that your bill contains details of:

- (a) the dates to which the fees and **charges** apply;
- (b) any credit or overdue amounts from previous bills and the total amount due;
- (c) the usage and service fees separately itemised;
- (d) other fees and **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; and
- (m) information in community languages about the availability of interpreter services and the phone number for these services.

9.5.3 How are bills sent?

- (a) We will send your bill to your nominated postal address.
- (b) If you do not nominate a postal address, the account will be sent to:
 - (i) the **property** to which the **services** are available or provided; or
 - (ii) your last known postal address.
- (c) 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.
- (d) We may offer other methods of providing you with your bill (such as electronically) during the term of this **Customer Contract** and your bill will be considered delivered to you if it is sent by one of these methods.

9.5.4 How can payment be made?

- (a) 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.
- (b) 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**.

9.5.5 Overdue account balances

- (a) 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.
- (b) We may also charge the costs and fees that we incur in recovering (or attempting to recover) an overdue amount.
- (c) We will not charge you interest on your overdue account if you have entered into a **payment arrangement** with us due to **financial hardship**.

9.6 Undercharging

9.6.1 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.

9.6.2 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) your breach of this **Customer Contract** or the **Act**,
- you must pay the correct amount on request.

9.6.3 We may also charge you from the date we determine an **unauthorised connection** to have occurred.

9.7 Overcharging

9.7.1 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**.

9.8 Account queries and disputes

9.8.1 If you have questions regarding the **charges** on your bill, you should contact us via the **General Enquiry Process**.

9.8.2 If there is an unresolved **dispute** concerning an amount of money to be paid by you, we will not seek from you the amount that is the subject of the **dispute** until the **dispute** has been resolved in our favour. (Refer to clause 17.3 for when a **dispute** is considered resolved)

9.8.3 You are obliged to pay any undisputed amount by the due date shown on your account.

9.9 Wastewater usage charge

- 9.9.1** The **wastewater** usage **charge** applies to **non-residential customers** only. 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.
- 9.9.2** Where significant **wastewater** discharge volumes from your **property** originate from sources other than 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 15).
- 9.9.3** 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**.

9.10 Other costs and charges

9.10.1 Dishonoured or declined payments

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

9.10.2 Costs for installing and connecting services

- (a) You must pay the installation costs of an **authorised connection** and the construction of any necessary works from your **property** to our **water infrastructure, recycled water infrastructure, wastewater infrastructure** or **stormwater infrastructure**.

9.10.3 Charges for other matters

- (a) We may charge you a fee for any other **service** you request from us. You should contact us for further details of any ancillary **charges**.
- (b) 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**.

10 WHAT CAN I DO IF I AM UNABLE TO PAY MY BILL?

10.1 Payment difficulties and assistance options

- 10.1.1** If you are experiencing **financial hardship** 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 taken by us to provide assistance to you.
- 10.1.2** If you are experiencing **financial hardship**, you have a right to:
- (a) be treated sensitively on a case by case basis;
 - (b) receive information from us on alternative **payment arrangements**;
 - (c) seek a deferral of payment for a short period of time;
 - (d) 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
 - (e) access to a language interpreter, if required, at no cost to you.

- 10.1.3** Additionally, if you are a **residential customer** experiencing **financial hardship**, you will be provided with information about other options that may assist such as:
- (a) the possibility of paying smaller amounts on a regular basis;
 - (b) accredited community agencies offering financial assistance, such as payment assistance scheme credit;
 - (c) government concession programs; or
 - (d) other programs which may assist you.
- 10.1.4** 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 **financial hardship**.
- 10.1.5** If you are unable to meet your scheduled payment you will need to contact us immediately to reschedule the payment to prevent recovery action.

11 RESTRICTION OR DISCONNECTION OF SERVICES

11.1 Restriction or disconnection of services for non-payment

- 11.1.1** If you have not paid the bill by the due date we may take legal action to recover the debt or **restrict** or **disconnect** your **services** in accordance with our *Debt Recovery and Hardship Policy*, unless you have entered into and honoured a **payment arrangement** with us.
- 11.1.2** You may face additional costs if we take legal action, or **restrict** or **disconnect** your **services**.

11.2 Notice of restriction or disconnection for non-payment

- 11.2.1** If you fail to pay your bill by the due date and your recent payment history is good (payment commitments have been consistently honoured and no additional debt recovery action had commenced on your account in the previous 12 months) we will send you a reminder notice. The reminder notice will advise you:
- (a) of the amount payable and that payment is due within seven days of issue;
 - (b) to contact us if you are having difficulty making payment so we can provide you with information about options available to assist you, in accordance with clause 10.1; and
 - (c) of your right to raise your concerns with the **EWON** if you have attempted to resolve those concerns with us and are not satisfied with a decision made by us.
- 11.2.2** If you fail to comply with the reminder notice we will issue a final notice. The final notice will advise you:
- (a) of the amount payable and that payment is due immediately to avoid debt recovery action or the **restriction** or **disconnection** of the **services** to your **property**;
 - (b) to contact us if you are having difficulty making payment so we can provide you with information about options available to assist you, in accordance with clause 10.1;
 - (c) that you may incur additional costs relating to us taking debt recovery action or the **restriction** or **disconnection** of the **services** to your **property**; and

- (d) of your right to raise your concerns with the **EWON** if you have attempted to resolve those concerns with us and you are not satisfied with a decision made by us.
- 11.2.3** If we intend to **restrict** or **disconnect** a known tenanted **property**, notice will be sent to your nominated address as well as the serviced **property** before we **restrict** or **disconnect** the **services**.
- 11.2.4** We may **restrict** or **disconnect** the **services** to your **property** if at least seven days have elapsed since we issued the final notice and you have still not paid the account.
- 11.2.5** If you receive an account 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 as described in this clause.
- 11.2.6** Information on our practices and procedures relating to **financial hardship**, debt, **restriction** and **disconnection** are outlined in our *Debt Recovery and Hardship Policy*, which is available on our website.
- 11.2.7** We will not **restrict** or **disconnect** the **services** or commence recovery action in relation to non-payment of your account:
- (a) without giving appropriate notice in accordance with this clause 11 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 17.3);
 - (c) if you have entered into or are in the process of entering into a **payment arrangement** due to **financial hardship** 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.
- 11.2.8** 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 3.3);
 - (b) on a Friday, the weekend or on a public holiday or the day before a public holiday, or after 2 pm on a weekday;
 - (c) without advising the occupier that in some circumstances the **Act** permits a tenant to pay outstanding **charges**;
 - (d) without providing the occupier reasonable opportunity to pay the account; or
 - (e) if a related **complaint** is being considered for resolution by Hunter Water or EWON, or by legal proceedings.

11.3 Restriction or disconnection for other reasons

- 11.3.1** We may **restrict** or **disconnect** the **services** to your **property** if:
- (a) you have an **unauthorised connection** to our **infrastructure**;
 - (b) we become aware your **systems** are **defective** and you fail to rectify such **defect** as requested by us in accordance with clause 13 of this **Customer Contract**;
 - (c) you breach this **Customer Contract**, the **Act**, a **separate agreement** or any other agreement with us, concerning the use or taking of water or the discharge of **wastewater** or **stormwater**;
 - (d) you fail to ensure access to our **meter** on your **property** in accordance with clause 15.2. Prior to taking this step, we will use our reasonable endeavours to contact you to arrange reasonable access, leave a notice requesting access and provide you with a **disconnection** warning;

- (e) 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;
- (f) 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;
- (g) you discharge **trade wastewater** into our **wastewater infrastructure** without a **trade waste agreement** with us or do not comply with the conditions of the **trade waste agreement**;
- (h) you are connected to a **pressure wastewater system** that is owned by Hunter Water (refer to clause 12.5) and you do not comply with your **separate agreement** or the operation and **maintenance** requirements;
- (i) a serious health, environmental or operational risk is posed by the discharge of chemicals or other substances into our **wastewater infrastructure**;
- (j) a serious health or environmental risk is posed by backflow of any substance from your **water system** into our **water infrastructure**;
- (k) 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**;
- (l) we are entitled or required to **restrict** or **disconnect** by direction of the **Minister** or under any applicable **Law**; or
- (m) the **customer** is a **non-residential customer** and a corporation, and an **Insolvency Event** occurs.

11.4 Minimum flow rate

- 11.4.1 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.

11.5 Disconnection by a customer

- 11.5.1 You may **disconnect** your **property** from our **water infrastructure**, **recycled water infrastructure** or **wastewater infrastructure** provided that:

- (a) you have paid the relevant fee; and
- (b) the **disconnection** is undertaken by a licensed plumber or drainer and conducted in accordance with Hunter Water's *Water Services Connections Standard* or *Wastewater Connections Standard* as applicable; 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 two 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**).

- 11.5.2 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.

11.6 Restoration of services after restriction or disconnection

- 11.6.1 Following **restriction** or **disconnection**, we may restore the **service** if the reason for the **restriction** or **disconnection** no longer exists and you pay the reconnection fee. If these conditions are met we will restore:

- (a) your **water service** on the same day, if you pay before 2pm on any business day; or

(b) your **wastewater service** within 24 hours.

11.6.2 If the conditions for restoration are met after 2 pm on any business day, we may restore the **water service** on the same business day but you will be required to pay an after-hours reconnection fee as set by **IPART**.

12 RESPONSIBILITIES FOR MAINTENANCE AND REPAIR

12.1 Drawings

12.1.1 Clause 20.3 contains drawings showing responsibilities for **maintenance**. These drawings are indicative only and the event of an inconsistency between the drawings and other terms and conditions of this Customer Contract, the other terms and conditions prevail to the extent of the inconsistency. Refer to our *Water Services Connection Standard* and/or *Wastewater Connection Standard* for further information.

12.2 Our responsibilities regarding our infrastructure

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

12.3 Your responsibilities regarding your water system

12.3.1 As the **property owner**, you own and are responsible for maintaining and repairing **your water system**.

12.3.2 You are also responsible for any damage caused by a failure of **your water system**.

12.3.3 We may **maintain** and repair **your water system** up to and including the **meter** as long as **your water system** complies with our *Water Services Connection Standard*. However, if the **meter** lies more than one metre along your pipe inside the **property** boundary, we will provide this service only up to one metre along your pipe inside the **property** boundary. We will only maintain and repair your **path tap** if it is less than one metre along your pipe inside the **property** boundary.

12.3.4 If there is no **meter**, we will maintain and repair **your water system** up to one lineal metre along the pipe within your **property** boundary closest to our **water infrastructure**. Your **property** includes any easement within which your **meter** or private service may be situated.

12.3.5 We are not responsible for the installation, modification, repair, **maintenance**, **disconnection**, disposal or annual testing (where applicable) of:

- (a) water connections between our **infrastructure** and the **meter**;
- (b) **backflow prevention devices** on properties, except where the device is integrated into the **meter** supplied and owned by us;
- (c) main to **meter** services equal to or 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.

12.3.6 You should contact us via the **General Enquiry Process** if you have any questions about the repair and **maintenance** responsibilities for **your water system**.

12.4 Your responsibilities regarding your wastewater system

12.4.1 You are responsible for maintaining and repairing **your wastewater system**.

12.4.2 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**.

12.4.3 We are not responsible for the installation, modification, repair, **maintenance**, **disconnection**, disposal or annual testing (where applicable) of:

- (a) **wastewater services** connecting to privately owned **wastewater** mains such as in some community title subdivisions or shared private services;
- (b) **private wastewater** services connecting to our **wastewater infrastructure** under the terms of a **separate agreement**; or
- (c) damage to **your wastewater system** not caused by Hunter Water.

12.4.4 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**.

12.4.5 Blockage of the **wastewater system**

- (a) If a blockage occurs and you suspect that it is a blockage in our **wastewater infrastructure**, you should notify us.
- (b) If the blockage occurs 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.
- (c) 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.

12.4.6 You should contact us via the **General Enquiry Process** if you have any questions about the repair and **maintenance** responsibilities for **your wastewater system**.

12.5 Pressure wastewater system

12.5.1 **Pressure wastewater systems** use pressure created by pumps, instead of gravity, to transport **wastewater** to our **wastewater infrastructure**.

12.5.2 If you have a **pressure wastewater system**, you will generally have a collection tank, a pump, an alarm control panel and a boundary kit (known as the **connection point**) on your **property**.

12.5.3 There are different repair and **maintenance** obligations depending on whether the **pressure wastewater system** is owned by us or by you.

(a) Hunter Water Pressure Wastewater 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 shown in the relevant drawing at clause 20.3.

(b) Private Pressure Wastewater System (PPWS)

If you are a **residential customer** connected to our **wastewater infrastructure** via a PPWS, you are responsible for repairs and **maintenance** from the boundary kit to your **property** as shown in the relevant drawing at clause 20.3.

12.5.4 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**.

12.5.5 You are also responsible for any **approvals** from any **authority** relating to the installation and ongoing use of the **pressure wastewater system**.

12.5.6 You should contact us via the **General Enquiry Process** if you have any questions about the repair and **maintenance** responsibilities for **your pressure wastewater system**.

12.6 Non-standard connections

12.6.1 A standard connection is one that gives you the level of serviced outlined in this **Customer Contract**. If a **standard connection** is not available, then you may seek 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 standard to those outlined in this **Customer Contract**. The level of service we give you, and your responsibilities to maintain any equipment, will be listed in a **separate agreement**. Approval of a **non-standard connection** will be at Hunter Water's discretion.

12.6.2 Generally (but subject to the terms of that **separate agreement**), if your **property** has a **non-standard wastewater connection** we will repair and maintain the system up to the **connection point** with our **wastewater infrastructure**, which may be outside the **property** boundary.

12.6.3 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**.

12.6.4 You should contact us via the **General Enquiry Process** if you have questions about your **non-standard wastewater connection**.

12.7 Private joint service

12.7.1 A **private joint service** exists if more than one **property** receives **services** from the one **connection point**.

12.7.2 Each **owner** is responsible for the repairs and **maintenance** of the **private joint service** and any damage to private or public property 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.

12.7.3 **Disconnection** of individual properties from **private joint services** is a matter between the relevant property owners. We have no authority in respect to **disconnection** from **private joint services**. If you are the **account holder**, you must apply for **disconnection**, as described in clause 11.5.

12.8 Stormwater connections, coverings and bridges

12.8.1 You are responsible for the **maintenance** of any connections between your **property** and our **stormwater infrastructure** regardless of land ownership.

12.8.2 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.

12.9 Conserving water

12.9.1 You may install water efficient plumbing fixtures, appliances and equipment as recommended under the *Water Efficiency and Labelling and Standards Scheme*.

12.9.2 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 site containment **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**.

12.9.3 You must comply with *BASIX* requirements and all applicable **Laws** when installing water saving devices. Approval may be required from your local council.

12.9.4 For **non-residential properties**, where rainwater tanks with a volume exceeding 20,000 litres are installed to supply plumbing facilities connected to our **wastewater infrastructure** (for example, where rainwater is used for toilet flushing, laundry supply, floor wash down), we may require **wastewater** discharge to be metered or may impose an additional **wastewater discharge factor** as set out in clause 9.9.

12.9.5 Information on how to conserve water is available on our website or by contacting us via the **General Enquiry Process**.

12.10 Giving notice of system failures

12.10.1 You should inform us if you become aware of:

- (a) any failure of our **infrastructure**;
- (b) any interruption or disruption to your **water service** or **wastewater service**; or
- (c) a burst, overflow or leak in our **infrastructure**

and we will attend to the incident as soon as practicable.

12.11 Removal of trees

12.11.1 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. Except where the **Act** provides otherwise, this will be at your cost. We may be required to reimburse you for reasonable expenses where required by the Act. You may contact us via the **General Enquiry Process** for further information.

12.11.2 We will give you 14 days' notice requiring you to remove the tree. You may, with our consent and at your cost, take steps to eliminate the cause of damage or interference to our **infrastructure**, without removing the tree.

12.11.3 If you fail to comply with the notice to remove the tree, by the specified date, then we may remove the tree and recover the costs of removal from you.

12.11.4 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.

13 DEFECTIVE OR UNAUTHORISED WORK

13.1 Authorised Connections

- 13.1.1** Connection to our **water infrastructure, wastewater infrastructure or stormwater 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**, including our *Water Services Connection Standard, Wastewater Connection Standard or Trade Wastewater Connection Standard* (as applicable). If you do not comply with these requirements you will be considered to have an **unauthorised connection**.

13.2 Defective or unauthorised work

- 13.2.1** If we become aware of any **defective works** or **unauthorised connection** to our **infrastructure**, we will request the **defective works** or **unauthorised connection** to be rectified within a reasonable time.
- 13.2.2** 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 connection** and you will be charged the reasonable costs incurred by us in undertaking this work and, if required, in reconnecting you.
- 13.2.3** We may **restrict** or **disconnect** your **services** without notification if your **defective works** or **unauthorised connection** presents a health or physical hazard to our employees, **infrastructure** or the community in general.

13.3 Building, landscaping and other construction work

- 13.3.1** In order to protect our **infrastructure**, you must not undertake any excavation, building, landscaping or other construction work that is over, or adjacent to, our **infrastructure** without first requesting our consent. Such consent can be given subject to certain conditions or withheld at our sole discretion as outlined in our *Building Over and Adjacent to Assets Standard*. If you do not comply with these requirements you will be considered to have undertaken **unauthorised works**.
- 13.3.2** We may request that you remove any **unauthorised works** that has the potential to interfere with 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.
- 13.3.3** Failure to obtain approval or comply with the conditions of an approval will limit our obligation to reinstate the **unauthorised works** or the obligation for compensation (see clause 14.4) as a result of our need to access our **infrastructure**.
- 13.3.4** Properties with an existing water service must be metered during the building period. The **meter** must be accessible (as described in clause 15.1) at all times.

13.4 Altering and unauthorised connection or use

- 13.4.1** You must not:
- (a) wrongfully take, use or divert any water supplied by us;
 - (b) wrongfully interfere with the operation of a **meter**, metering system or prevent a **meter** from 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**; or

- (e) carry out any activity that may alter, cause destruction of, damage to, or interfere with, our **infrastructure**.

14 ENTRY ONTO A CUSTOMER'S PROPERTY

14.1 Access to Hunter Water's infrastructure

14.1.1 You must ensure that we have safe access while on your **property**:

- (a) to maintain or inspect our **infrastructure**;
- (b) to ensure compliance with this **Customer Contract**, the **Operating Licence** or the **Act**;
- (c) to read, test, inspect, maintain or replace the **meter**; or
- (d) for other purposes set out in the **Act** or other applicable **Law**.

14.2 Identification

14.2.1 When we enter your **property**, our employees or contractors will carry identification that will be shown to you (or to any person present at the time of access).

14.3 Notice of access

14.3.1 We will give you, or the occupier of your **property**, two 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;
- (b) in our opinion entry is required urgently;
- (c) giving notice would defeat the purpose of entry;
- (d) we conduct a **water restriction** investigation on your **property**;
- (e) we conduct a general **property** inspection to check compliance with applicable *Policies* and *Standards*;
- (f) we conduct an assessment of the operation or condition of our **infrastructure** where that inspection is not intrusive; or
- (g) we need to investigate a health or safety issue.

14.4 Impact on customer's property

14.4.1 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) unless otherwise agreed, leave the **property**, as near as possible, in the condition that it was found on entry.

14.4.2 Where our activities result in inconvenience, damage or loss to you or your **property**, we may provide redress as outlined in clause 16.

14.4.3 You may be entitled to compensation under the **Act** for damage incurred by our entry to your **property**. Any entitlement to compensation will be subject to the conditions set out in clause 16.4.

15 WATER METER READING, INSTALLATION, TESTING AND MAINTENANCE

15.1 Installing and maintaining the meter

- 15.1.1** Unless we otherwise agree, your **property** must have a **meter**. Separate **meters** will be installed for **drinking water** and **recycled water** where the **property** has connection to both **services**.
- 15.1.2** 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 as determined under the *Backflow Prevention Standard*, must comply with any additional requirements under our *Backflow Prevention Standard*.
- 15.1.3** 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.
- 15.1.4** 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 wilfully or negligently damaged by you.
- 15.1.5** You are responsible for installing the pipework on either side of the **meter**. You are also responsible for maintaining the pipework located on either side of the **meter**, unless we maintain it under clause 12.2. For further details, refer to the *Water Services Connections Standard*.
- 15.1.6** 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**.
- 15.1.7** We may require that you fit a **meter** to your **fire service**. This requirement will be noted in your connection approval.
- 15.1.8** You must not remove a **meter** from your **property** without our consent.

15.2 Access to the meter

- 15.2.1** We may enter your **property** without notice to read, test, inspect, maintain or replace the **meter**.
- 15.2.2** You must ensure that the **meter** is accessible to Hunter Water or its representatives at all times. The **meter** and the visible pipe connected should be clear of concrete, plants, trees bushes and other obstructions.
- 15.2.3** 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.
- 15.2.4** 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 fee.
 - (b) seek access at a time suitable to you, which may attract an additional fee;

- (c) take action under clause 11.3 and **restrict** or **disconnect** your **services** until you provide reasonable and safe access around the **meter**; or
- (d) make other arrangements with you.

15.2.5 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**.

15.3 Measuring water supplied

15.3.1 You will be charged for the quantity of water measured by the **meter**, unless the **meter** is faulty and we are required to adjust what we charge you under clause 15.4.

15.3.2 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.

15.3.3 If a **meter** is stopped or damaged, an estimated usage will be calculated on a basis that is representative of your usage pattern.

15.3.4 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.

15.3.5 When the price for 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.

15.3.6 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.

15.3.7 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.

15.4 Meter testing

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

15.4.2 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.

15.4.3 If the test shows that the **meter** is over recording by over four per cent (4%) of the actual volume of water passing through it, we will:

- (a) replace the **meter**;
- (b) refund the charge paid by you for the test under clause 15.4.2; and
- (c) recalculate your account on the basis that is representative of your usage pattern.

15.5 Meter replacement

15.5.1 We will replace the **meter** at no cost to you if the **meter**:

- (a) is found to be **defective**; or
- (b) is replaced as part of a **meter** replacement program.

15.5.2 If we incur additional costs to replace the **meter** because of actions by you (e.g. restricted access to the **meter**, structural work at or near the **meter**), we will recover those additional costs from you.

- 15.5.3** 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.
- 15.5.4** 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 fees.

16 REDRESS

16.1 Notification

- 16.1.1** 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 16.4.

16.2 Rebates

- 16.2.1** You may be entitled to a rebate if any of the events in 16.2.2 to 16.2.7 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.

16.2.2 Unplanned interruptions

- (a) If you experience an **unplanned interruption** to your **drinking water service** (not including your **recycled water service**) of over five hours in duration between the hours of 5:00am and 11:00pm due to a failure of our **water infrastructure**, a rebate of 15 kilolitres will be applied to the water usage component of your next bill. You will receive this rebate for the first and second event that you experience in a financial year.
- (b) If you experience three or more **unplanned interruptions** to your **drinking water service** (not including your **recycled water service**) between the hours of 5:00am and 11:00pm in a financial year due to a failure of our **water infrastructure**, each exceeding one hour in duration, a rebate of 15 kilolitres will be applied to the water usage component of your next bill.
- (c) If you experience one or more **unplanned interruptions** to your **drinking water service** (not including your **recycled water service**) between the hours of 11:00pm and 5:00am due to a failure of our **water infrastructure** and provide details of the inconvenience caused, you will be eligible for the above rebate. You should make initial contact via our **General Enquiry Process**.

16.2.3 Planned interruptions

If you experience three or more **planned interruptions** to your **drinking water service** (not including your **recycled water service**) between the hours of 5:00am and 11:00pm in a financial year, each exceeding five hours in duration, a rebate of 15 kilolitres will be applied to the water usage component of your next bill.

16.2.4 Low water pressure

If we assess your property as having experienced **low drinking water pressure** due to a failure of our **water infrastructure**, a rebate of 15 kilolitres will be applied to the water usage component of your next bill. Only one rebate will be applied in a financial year.

16.2.5 Wastewater overflows

- (a) 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 30 kilolitres will be applied to the water usage component of your next bill after the first event.
- (b) If you experience two **dry weather wastewater overflows** on your **property** in a financial year due to a failure of our **wastewater infrastructure** (not including shaft breaks), a rebate of 60 kilolitres will be applied to the water usage component of your next bill after the second event, and
- (c) If you experience three or more **dry weather wastewater overflows** on your **property** in a financial year due to a failure of our **wastewater infrastructure** (not including shaft breaks), a rebate of 60 kilolitres will be applied to the water usage component of your next bill after the third event.

16.2.6 Dirty Water

- (a) 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**.
- (b) We may provide compensation for damage caused by dirty drinking water (see clause 16.4) and we may refund you the cost of water used to flush your **water system**.
- (c) We will undertake an investigation of recurrent dirty **drinking water** problems to derive a long term solution.

16.2.7 Boil Water Alert

If **NSW Health** issues a boiled water alert due to contamination of **drinking water** that has been caused by us, a rebate of 15 kilolitres will be applied to the water usage component of your next bill, if your **property** is within the declared boiled water alert area.

16.3 Forms of redress

16.3.1 In addition to our obligation to pay a rebate under clause 16.2, 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 16.4.

16.3.2 If you are unsatisfied 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 17.1 as if your request were a **complaint**.

16.4 Claim for damages

16.4.1 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.

16.4.2 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.

- 16.4.3** We will use reasonable endeavours to acknowledge receipt of your matter within 5 business days including the provision of a case identification number that will assist you with tracking your claim.
- 16.4.4** 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.
- 16.4.5** 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.
- 16.4.6** If you are not satisfied with our decision, you have the right to seek review of your claim under clause 17.2 or you may seek an external review under clause 17.4.

16.5 Limitation of Liability

- 16.5.1** 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 the **Law** (for example, the **Australian Consumer Law**) say are included.
- 16.5.2** 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 to the extent permitted by **Law**, limited 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.
- 16.5.3** The limitation of our liability does not affect rights you may have under a **Law** that applies to us that says we cannot exclude or limit our liability.

17 WHAT CAN I DO IF I AM UNHAPPY WITH THE SERVICE PROVIDED BY HUNTER WATER?

17.1 Customer Complaints

- 17.1.1** A **complaint** should be made using the methods referred to in the **General Enquiry Process**.
- 17.1.2** We will resolve 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 acknowledge receipt of your **complaint** and provide a case identification number that will assist you with tracking your **complaint**. Where we are unable to resolve your **complaint** within 3 business days, we will provide you with an estimated timeframe for our response.
- 17.1.3** The response will provide you with our intended course of action and identify when the course of action will be taken (if relevant). We will also provide the name of the contact person for follow up enquiries.

17.2 Complaints review

- 17.2.1** If you are not satisfied with the solution offered or action taken by us, you may have the **complaint** reviewed by a manager.
- 17.2.2** 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.

17.3 Resolution of complaints

17.3.1 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 provides an explanation of the relevant policy and/or regulatory requirements and why no further action is proposed in relation to the **complaint**, or
 - (ii) 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** process in accordance with clause 17.4, or
- (c) 28 business days have passed since receiving our response pursuant to clause 17.1.2 and you have not sought a further review by us or lodged a claim in an external **dispute** resolution forum.

17.3.2 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.

17.3.3 Where a further communication is received from you, this will be regarded as a new **enquiry** or **complaint**.

17.4 External dispute resolution

17.4.1 If you are still not satisfied with our response after following the process in clause 17.1 and 17.2, 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.

17.4.2 **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**. You should attempt to resolve the issue with Hunter Water before referring the matter to **EWON**.

17.4.3 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.

17.4.4 The **NCAT** may also hear and determine consumer claims.

17.4.5 You also have recourse to the legal system.

18 WHO SHOULD I CONTACT?

18.1 Emergency assistance (Faults and leaks assistance)

18.1.1 In the event of a suspected leak or burst water main, a **wastewater overflow**, an **unplanned interruption**, a water quality or **low water pressure** problem, you may contact our 24 hour **Emergency (faults and leaks) Assistance Line** on 1300 657 000.

18.1.2 The emergency phone number is also listed on your bill, in the telephone directory and on our website.

18.2 General Enquiries

18.2.1 If you have an **enquiry** relating to your account, 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 **General Enquiry Process**.

18.2.2 We will reply to your written **enquiry** within five 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.

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

18.3 Interpreter and TTY services

18.3.1 We provide an interpreter service for people from non-English speaking backgrounds. Please call 131 450 to access these services.

18.3.2 **Customers** who have a hearing or speech impairment can contact us through the National Relay Service (NRS) as follows:

- (a) For TTY 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 www.relayservice.gov.au for details) and ask for 1300 657 657.

19 CONSULTATION, INFORMATION AND PRIVACY

19.1 Community involvement

19.1.1 To enable community involvement on issues relevant to our programs, **services** and decision making process, we have a **Consultative Forum**.

19.1.2 The **Consultative Forum Charter** explains the role and functions of the **Consultative Forum**. The Charter is available on our website or contacting us via the **General Enquiry Process** to obtain a copy.

19.2 Providing information

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

19.3 Privacy

19.3.1 We will treat your **personal information** according to the provisions of all applicable **Laws**.

19.3.2 To the extent permitted by **Law**, we may exchange **personal information** about your creditworthiness, credit standing, credit history or credit capacity with credit reporting agencies, other credit providers, other suppliers, or our agents and contractors.

19.3.3 We may also confirm your eligibility for concessions and exemptions (for example, pensioner rebates) with relevant **Authorities**.

20 DEFINITIONS, DRAWINGS AND INTERPRETATION

20.1 Definitions

In this **Customer Contract**, the defined terms have the same meaning as that in the Operating Licence except where defined below:

Account holder is taken to have the same meaning as ‘owner’ under the **Act**.

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

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

Authorised connection means an approved connection to our **water infrastructure**, our **wastewater infrastructure** or our **stormwater infrastructure** in compliance with our *Water Services Connections Standard*, *Wastewater Connections Standard* or *Trade Wastewater Standard* and any conditions of approval.

Authorised standard connection means an **authorised connection** that is not 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**.

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

Charges include any charges or fees payable under this **Customer Contract** or other agreement made between Hunter Water and a **customer**.

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

Connection requirements means Hunter Water’s published requirements for connection to its **infrastructure**. 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.

Consultative Forum means a panel of community representatives that meets regularly with Hunter Water to enable community involvement in matters relevant to the performance of Hunter Water as required under clause 6.4 of the **Operating Licence**.

Consultative Forum Charter has the meaning given in clause 6.4.4 of the **Operating Licence**.

Critical customer means a **customer** that is dependent on drinking water supply to the extent that an interruption to drinking water supply poses an immediate and major health or safety risk and is included on our critical customer list.

Data logger means a device that electronically measures water use. A **customer** may retrofit this device to the **meter** when they want up to date information on their water use.

Declared stormwater drainage areas are those areas within our **area of operations** which contain the **stormwater infrastructure** in accordance with section 46 of the **Act** used to transport **stormwater** as defined on the maps located on our website.

Defective works means an issue, blockage or leakage from your system or into our **infrastructure** that impacts, or poses a risk to, the operation of our **water infrastructure**, **wastewater infrastructure** or **stormwater infrastructure** 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 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 wastewater overflow means an overflow resulting from a blockage in the **wastewater infrastructure** (e.g. caused by tree root invasion or pipe collapse), an electrical or mechanical failure or other system problem not related to transporting excess **wastewater** flows during wet weather.

Emergency (faults and leaks) Assistance Line is 1300 657 000.

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 to an external body.

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

Financial hardship means situations where a **customer** is unable to pay all or some of the account or is unable to pay by the due date.

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 using any of the following methods:

Website:	www.hunterwater.com.au Online enquiry form
Email:	enquiries@hunterwater.com.au
Post:	PO Box 5171 HRMC 2310
Telephone:	1300 657 657
In person	<u>Head Office</u> 36 Honeysuckle Drive, Newcastle West (8:30am-5.00pm) <u>Lake Macquarie</u> 128 Main Road, Speers Point (8.30am-4.30pm) <u>Maitland</u> 285 High Street, Maitland (8.30am-4.30pm)

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

Infrastructure means any or all of our water, **wastewater** and **stormwater infrastructures**.

Insolvency Event means where:

- (a) the **customer** informs us in writing or creditors generally that the **customer** is insolvent or is unable to meet its financial commitments;
- (b) a notice is given of a meeting of creditors with a view to the **customer** entering a deed of company arrangement;
- (c) a controller, administrator, liquidator, provisional liquidator, receiver or receiver and manager is appointed;
- (d) the **customer** enters a deed of company arrangement with creditors;
- (e) an application is made to a court for the winding up of the **customer** and it is not stayed within a further 10 Business Days;
- (f) a winding up order is made in respect of the **customer**;
- (g) the **customer** resolves by special resolution that it be wound up voluntarily;
- (h) a mortgagee of the property takes possession of that property; or
- (i) the **customer** takes or suffers in any place, any step or action analogous to any of those mentioned in clauses (a) to (i).

Law means any requirement of any primary or subordinate legislation, rule or common law, present or future and whether state, federal or otherwise.

Low drinking water pressure means where your **drinking water** pressure at the **connection point** to Hunter Water's **drinking water service** is below 20m head of pressure for a continuous period of 30 minutes or more unless as a result of a supply interruption; water usage by authorised fire authorities in the case of a fire; or on a day when peak day demand exceeds 370 megalitres per day. It is measured either by:

- (a) customer notification and confirmation by Hunter Water field testing, or
- (b) Hunter Water's 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.

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.

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 or occupies **properties** 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 **non-standard wastewater connection**.

Non-standard water connections or **non-standard wastewater connections** may apply where a **property** does not have a direct frontage to our **water infrastructure** or our **wastewater infrastructure** or are connected directly to a trunk water main.

Operating Licence is the licence granted to us under section 12 of the **Act**.

Owner is defined in section 3 of the **Act**.

Path tap means the tap on the **meter** assembly.

Payment arrangement means any type of payment assistance set out in clause 10 of this **Customer Contract**.

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 **PIIP Act**.

PIIP Act means the *Privacy and Personal Information Protection Act 1998* (NSW).

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

Pressure wastewater 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 private pipe serves more than one property, but there is a single **connection point** to our main.

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**
- (e) but does not include any pipe, fitting or apparatus that is situated upstream 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 the customer's principal place of residence or that is categorised as residential under the *Local Government Act 1993* (NSW).

Residential wastewater includes all liquids and any substances in them, which may be discharged into our **wastewater infrastructure** from a **residential property**, including discharges from toilets, hand basins, urinals, sinks, baths, showers, washing machines and similar items.

Restrict or **Restriction** means a direct intervention in the **water service** by Hunter Water in order to reduce flow to a **customer's** property.

See separate and unrelated definition for "Water restrictions".

Separate agreements are agreements covering arrangements such as **non-standard water connections**, **non-standard wastewater connections**, **trade waste** connections or **recycled water** connections.

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

Services has the same meaning as in the Operating Licence, except in this Customer Contract it excludes unfiltered water

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

Stormwater infrastructure means the **stormwater** drainage channels, pipes, detention structures, and **stormwater** 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** in respect to **stormwater**.

Trade wastewater or **trade waste** includes any liquid, and any substances contained in it, which may be discharged into our **wastewater infrastructure** from a **non-residential property**, and any vehicle transporting **wastewater**, including septic effluent. **Trade wastewater** does not include **wastewater** from **residential property** connected to Hunter Water's **wastewater infrastructure**. The term **trade wastewater** as used in this document includes run off from contaminated open areas.

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**.

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 our **Customer Contract** or your **separate agreement**;
- (d) do not install a **meter** on a new **water service** connection before you start using 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 **defects**; or
- (f) discharge **wastewater** or **trade wastewater** without our written permission or breach your **trade wastewater** discharge standards or do not meet requirements for **trade wastewater** pre treatment equipment.

Unauthorised works means any of the works referred to in our *Building Over and Adjacent to Assets Standard* that require approval or consent and such approval or consent has not been obtained.

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**

and for which no notice has been given to you.

Wastewater services 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 or disposal of **wastewater**.

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 **infrastructure** used for the treatment of wastewater;
- (d) any other **infrastructure** used in connection with **wastewater services and trade waste services**

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

Wastewater overflow means a discharge of untreated or partially treated **wastewater** from our **wastewater infrastructure**. These overflows may occur in wet or dry weather.

Wastewater discharge factor is a measure of the volume of **wastewater** discharged to our **wastewater infrastructure** expressed as a percentage of water delivered to the **property** via all Hunter Water **drinking water meters**.

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

- (a) the collection or storage of water, including from a dam or reservoir or a water production plant;
- (b) the treatment of water;
- (c) the conveyancing or reticulation of water and includes the **connection point**;
- (d) any other **infrastructure** used in connection with Water 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 in accordance with relevant conditions in the **Operating Licence**, the **Act** or the **Hunter Water Regulation**.

Water 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, reticulation or supply of water.

Wholesale sewerage service has the meaning given to it in a price determination by IPART.

Wholesale sewerage services customer has the meaning given to it in a price determination by IPART.

Wholesale water supply service has the meaning given to it in a price determination by IPART.

Wholesale water supply services customer has the meaning given to it in a price determination by IPART.

Your system(s) means **your wastewater system** and/or **your water system**.

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**.

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**.

20.2 Interpretation

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

- (a) a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity;
- (b) one gender includes the other;
- (c) a party includes the party's executors, administrators, successors and permitted assigns and where there are two or more parties, jointly and severally;

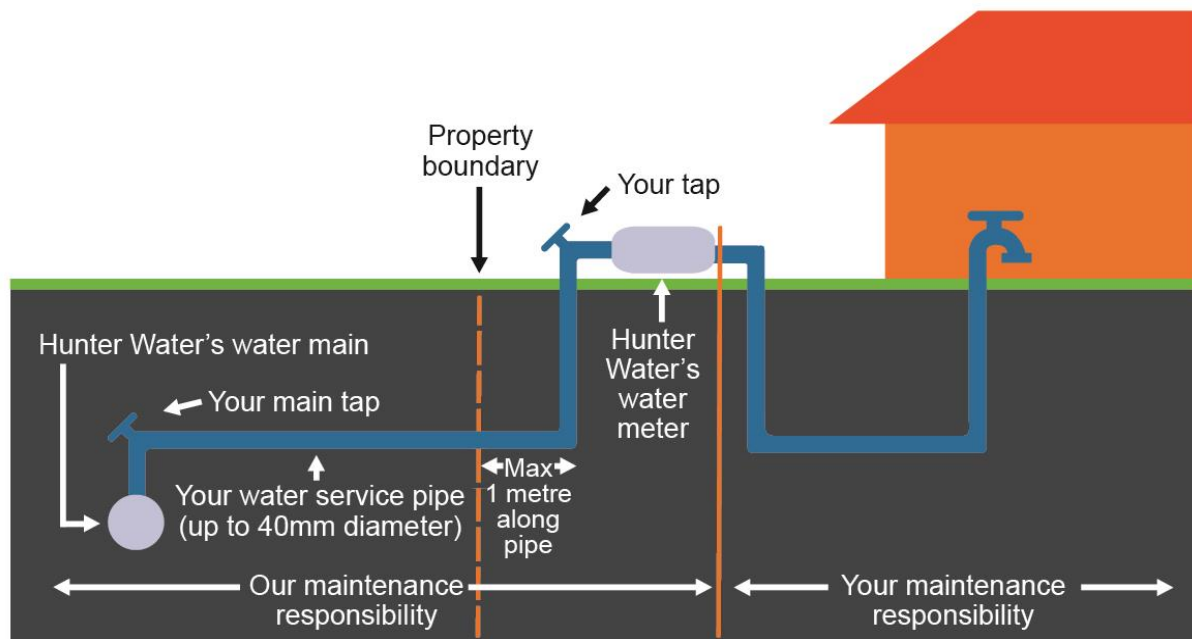
- (d) the **Law** includes legislation, regulations, licences, orders, mandatory codes, permits and directions;
- (e) a business day is a day that is not a Saturday, a Sunday or a public holiday in New South Wales;
- (f) a statute, regulation or provision of a statute or regulation (statutory provision) includes:
 - (i) that statutory provision as amended or re enacted from time to time;
 - (ii) a statute, regulation or provision enacted in replacement of that statutory provision;
 - (iii) another regulation or other statutory instrument made or issued under that statutory provision;
- (g) the singular includes the plural and vice versa;
- (h) including and similar expressions are not words of limitation;
- (i) a reference to a clause or schedule is a reference to a clause of or a schedule to this **Customer Contract**;
- (j) a reference to a contract or document (including without limitation, a reference to this **Customer Contract**) is to this **Customer Contract** or document or any document which varies, supplements, replaces, assigns or novates that document;
- (k) 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;
- (l) 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;
- (m) a provision of this **Customer Contract** must not be constructed 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**;
- (n) if an act must be done on a specified business day which is not a business day, it must be done instead on the next business day;
- (o) money is to Australian dollars, unless otherwise stated;
- (p) if there is any inconsistency between this **Customer Contract** and any **Law**, the **Law** will prevail to the extent of the inconsistency;
- (q) a reference to a party, clause, paragraph, schedule or annexure is a reference to a party, clause, paragraph, schedule or annexure to or of this **Customer Contract**;
- (r) a reference to a party in a document includes that party's successors and permitted assigns;
- (s) a reference to any legislation includes all amendments, consolidations, replacements and legislation applying to the same or similar subject matter and all regulations or instruments issued under it;
- (t) an agreement on the part of two or more persons binds them jointly and severally;
- (u) 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.

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

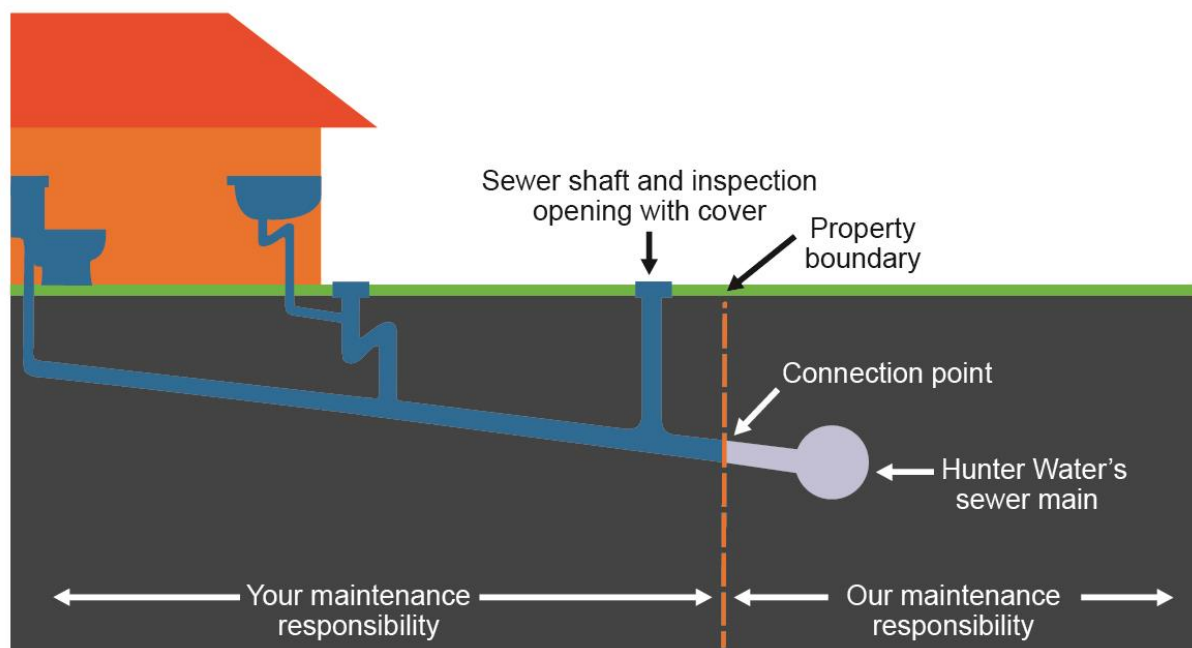
20.3 Drawings

Figure 20.3.1 Typical water system maintenance responsibilities for an authorised standard connection



NOTE: The water meter may be located more than one metre inside your property. If this is the case, Hunter Water's maintenance responsibility extends only one metre along the pipe from the property boundary in any direction (i.e. total length horizontally and vertically is one metre). The path tap is your maintenance responsibility if it is further inside your boundary.

Figure 20.3.2 Typical wastewater system maintenance responsibilities for an authorised standard connection



NOTE: The connection point may have been installed outside your property boundary.

Figure 20.3.3 Typical Hunter Water Pressure Wastewater system maintenance responsibilities

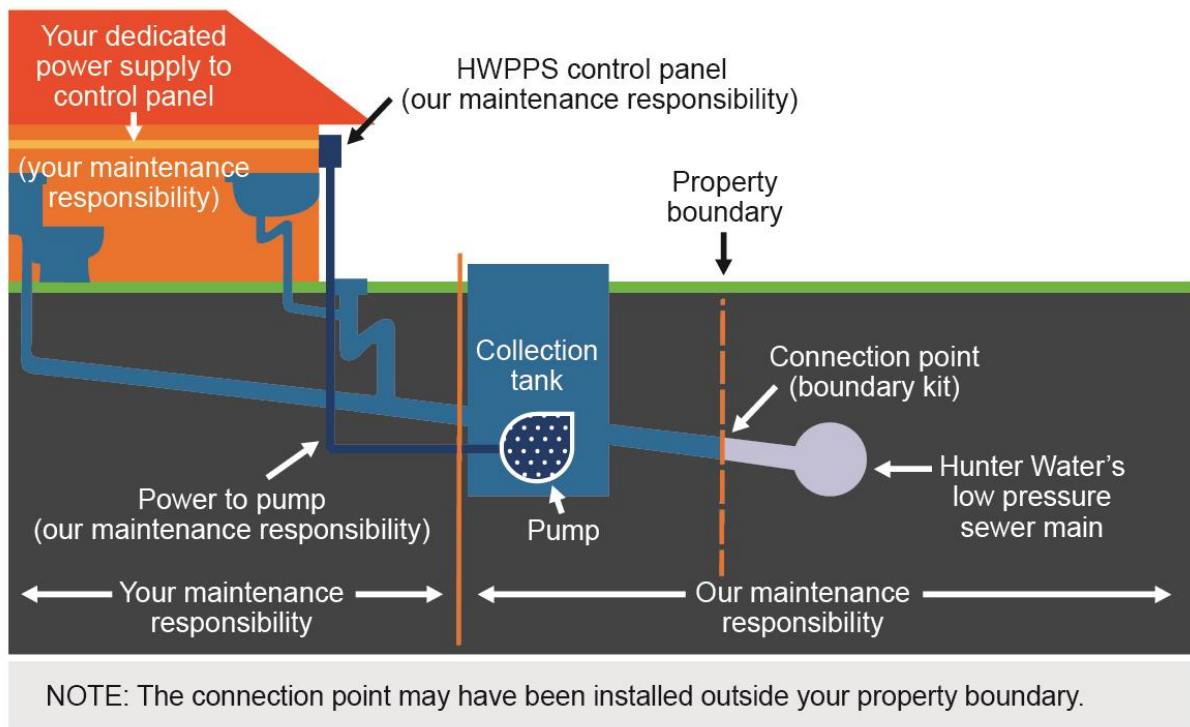


Figure 20.3.4 Typical Private Pressure Wastewater System maintenance responsibilities

