

Rick Banyard

13th September 2006

Chairperson
IPART
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Sydney

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RE IPART 2006 Hunter Water Licence

Dear Sir ,

Your issues paper states and I quote

“The Tribunal is unaware of any significant concerns with the operation of Hunter Water’s current customer contract. The Tribunal does not envisage making changes to the customer contract, but believes it would be appropriate to retain the existing requirement for the contract to be reviewed during the term of the Operating Licence.”

I fail to comprehend how IPART can make such a claim when the issue has been constantly placed in IPART’s arena by myself, others and even the Government.

I have for several years asked that IPART define “consumers” and “consumers”.

I again observe that the discussion paper contains no definitions and uses the words very loosely. They are not synonymous.

Will IPART immediately publish a list of definitions and terms in order that the debate may be meaningful?

The Government acknowledged the major problem of Department of Housing tenants not being “Customers” by having to make legislative changes to the residential tenancy laws to allow tenants to be charged for water use without having water meters.

Will IPART immediately add a section to the discussion paper highlighting the fact that tenants are precluded from being “customers” and are prohibited from holding Customer Contracts despite the fact that they represent 35% of consumers?

IPART is aware that large numbers of pensioners and other disadvantaged parties are excluded from benefiting from rebates, discounts and provisions

because they are prevented from holding Customer Contracts. This is stated in numerous IPART publications.

Will IPART immediately add a section to the discussion paper highlighting the fact that pensioner (and similar) tenants are precluded from receiving benefits as are prohibited from holding Customer Contracts?

IPART is well aware that Customer Contracts cause many problems as IPART has made orders that effect debt procedures, disconnection of water supplies etc.

Will IPART immediately add a section to the discussion paper highlighting the problems IPART has had to overcome to override issues caused by tenants and others being prohibited from holding Customer Contracts?

IPART has advised me that it has made representations to the Government about this issue

Will IPART immediately add a section to the discussion paper stating that representations have been made and the outcome of those discussions?

I believe the original statement should be retracted and replaced with the above sections.

The renewal of the licence to Hunter Water should be taken as an opportunity to redefine the Customer Contract and give it a meaning similar to electricity, phone, gas and all other household services.

I believe Hunter Water should be directed by IPART to explain the impacts on them if the customer contract was to have the same meaning as the customer contract for other services eg electricity.

I request a response to this letter and that the letter be included in the submissions.

Rick Banyard.

Copy to
Energy and Water Ombudsman
Property Owners Association.