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23<sup>rd</sup> October 2006

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**RE IPART 2006 Hunter Water Licence - your response to my letters**

Dear Sir,

Thank you for your short response (3<sup>rd</sup> October 2006) to my letter dated 13<sup>th</sup> September 2006, of which I have added a copy, following my prompting letter of the 27<sup>th</sup> September 2006

I consider your response to be totally inadequate.

I wish to provide you with a second opportunity to respond before I take up the issue of your inadequacy with the Minister.

Your letter states IPART continues to investigate matters and make determinations without defining the key terminology.

You have also placed into circulation a discussion paper that contains a grossly false and misleading statement about Customer Contracts and failed to raise some very important concepts about those Customer Contracts.

You claim the words including “users”, “customer” and “consumer” do not need special definition when as you state there are “legislative basis” and “concepts”. The writers of your discussion document would seem to be oblivious of the meaning of those terms as they have used the terms very loosely. They are not synonymous.

Surely the discussion paper needs to draw specific attention to the “legislative basis” and “concepts” that make the terms “customer”, “consumer” and “users” unique when related to water.

I was, in my letter, trying to draw IPART’s attention to the gross inadequacies of their discussion document rather than to seek publication of “viewpoints”.

I note that IPART has not been prepared to specifically answer any of the questions raised.

I can not understand why IPART continues to refuse to define the terms given that the word "Customer" in particular has a meaning in relation to water that is unique. Maybe the authors of the discussion paper may be able to provide the definitions they used?

From my understanding the following are the definitions.

Am I correct?

**General definition**

**Customer**

one who purchases goods from another

**Water definition**

**Customer**

one who purchases water directly from a water authority under a contract to purchase water

**General definition**

**Consumer**

one who expends or uses up a commodity from another. (opposed to a producer)

**Water definition**

**Consumer**

one who expends or uses up water from a water authority supplied under a contract to purchase water.

**General definition**

**User**

one who places into service a commodity.

**Water definition**

**User**

one who places into service water supplied under a customer contract.

**General definition**

**Water User**

one who places into service a commodity namely water.

**Water definition**

**Water User**

one who is authorised to place into service water supplied under a customer contract or water use agreement

**General definition**

**Customer Contract**

one who purchases goods from another under a legal agreement that defines the conditions and remuneration

**Water definition**

**Customer Contract**

A formal agreement between a water authority and the owner of a property covering the supply of water (and sewage) services

***I wish this letter to also be included as a submission.***

Rick Banyard.

Copy to

Energy and Water Ombudsman  
Property Owners Association.