

# *Government Gazette*

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New South Wales

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# GOVERNMENT NOTICES

## HUNTER WATER ACT 1991

Sections 14 and 15

Amendment and renewal of operating licence

I, General the Hon. David Hurley AC, DSC (Ret'd), Governor of the State of New South Wales, with the advice of the Executive Council and in pursuance of sections 14 and 15 of the *Hunter Water Act 1991*, hereby declare that on and from 1 July 2017:

- (a) the operating licence presently in force for the Hunter Water Corporation is amended to the form set out in the schedule; and
- (b) the operating licence for the Hunter Water Corporation is renewed in its revised form for a term of five years.

SIGNED and SEALED at Sydney this 30th day of June 2017.

DAVID HURLEY,  
Governor of New South Wales

### Schedule



Independent Pricing and Regulatory Tribunal  
New South Wales

## Recommended Hunter Water Operating Licence

**2017-2022**

Operating Licence  
Water Licensing

May 2017

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## 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) recognise 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 its Area of Operations.

1.2.2 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 between its Area of Operations and the local government 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 (but does not require) 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.

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## **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 WIC Act Licensee for ultimate end-use within the Area of Operations, where that WIC Act Licensee is connected to, or where a connection is available in respect of that WIC Act Licensee 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 Subject to the terms of this Licence, the Act and the IPART Act, Hunter Water must set the level of fees, charges and other amounts payable for its Services in accordance with 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 Catchment to water treatment plants

- 2.1.1 Hunter Water must calculate the System Yield either:
- a) in accordance with the memorandum of understanding with the Department of Primary Industries Water referred to in clause 5.10.1(a); or
  - b) if no such memorandum of understanding is in effect, in accordance with a reasonable methodology that Hunter Water considers suitable.
- 2.1.2 By 1 November 2018, or by a later date as approved by IPART, Hunter Water must submit to IPART a report outlining Hunter Water's water conservation strategy in relation to its system operating arrangements for Water Storage and Transmission (**Water Conservation Strategy**).
- 2.1.3 The Water Conservation Strategy must include:
- a) identification and documentation of the existing water conservation activities;
  - b) a process for identifying additional options for conserving water;
  - c) a process for comparing these options; and
  - d) a process for selecting options for implementation.
- 2.1.4 By 1 September 2019, or by a later date as approved by IPART, Hunter Water must develop and submit to IPART a water conservation work program using the process set out in the Water Conservation Strategy.

### 2.2 Water treatment plants to tap

- 2.2.1 Hunter Water must 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 for each Property used for residential purposes which is connected to the Water Supply System (**Water Conservation Target**), until Hunter Water has obtained IPART's approval for the Economic Level of Water Conservation Methodology (in accordance with clauses 2.2.2 and 2.2.3), and developed a program of water conservation activities using the approved Economic Level of Water Conservation Methodology (in accordance with 2.2.4).

*[Note: Clause 2.2.1 requires Hunter Water to maintain the Water Conservation Target that was in the immediate predecessor to this Licence while the Economic Level of Water Conservation Methodology is being approved and applied.]*

- 2.2.2 By 1 November 2017, Hunter Water must submit to IPART for IPART's approval a report outlining Hunter Water's proposed approach to, and principles for, developing a methodology for determining its economic level of water conservation in relation to (at a minimum) the following elements:
- a) water leakage (within and downstream of its water treatment plants);
  - b) water recycling; and
  - c) water efficiency (including demand management).
- 2.2.3 By 1 November 2018, or by a later date as approved by IPART, Hunter Water must submit to IPART for IPART's approval the proposed methodology for determining its economic level of water conservation in accordance with the approach and principles approved by IPART (**Economic Level of Water Conservation 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.
- 2.2.4 By 1 September 2019, or by a later date as approved by IPART, Hunter Water must develop and submit a water conservation work program using the Economic Level of Water Conservation Methodology.
- 2.2.5 Hunter Water must obtain IPART's written consent to make any changes to the Economic Level of Water Conservation Methodology (other than changes to correct minor grammatical or typographical errors).

## 3 Supply services and performance standards

### 3.1 Drinking water

- 3.1.1 Hunter Water must maintain a Management System for Drinking Water 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.

### 3.2 Recycled water

- 3.2.1 Hunter Water must maintain a Management System for Recycled Water 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.

### 3.3 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 experience an Uncontrolled Wastewater Overflow in dry weather; and
  - ii) no more than 45 Properties experience three or more Uncontrolled Wastewater Overflows in dry weather,  
(**Wastewater Overflow Standard**).

- 3.3.4 Hunter Water must survey its Customers by 30 June 2020 for the purpose of informing a review of System Performance Standards and rebates.

*[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 part of a Multiple Occupancy Property is to be counted as a separate Property.

*[Note: For example, a complex of five townhouses where each townhouse receives a separate bill from Hunter Water is to be counted as five separate Properties. However, a block of flats that only receives one bill from Hunter Water is to be counted as one Property.]*

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

*[Note: For example, a complex of five townhouses where each townhouse receives a separate bill from Hunter Water is to be 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.

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## 4 Organisational systems management

### 4.1 Asset management system

4.1.1 By 31 December 2017, Hunter Water must develop a Management System for carrying out the functions authorised under this Licence that is consistent with the *Australian Standard AS ISO 55001:2014 Asset management - Management systems - Requirements*, or other standard approved by IPART on request by Hunter Water (the **Asset Management System**).

4.1.2 By 1 July 2018, Hunter Water must ensure that the Asset Management System is fully implemented and must, from that date, ensure that all relevant activities are carried out in accordance with the Asset Management System.

4.1.3 Until the Asset Management System has been implemented in accordance with clause 4.1.2, Hunter Water must ensure that all relevant activities are carried out in accordance 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 Australian Standard AS ISO 55001:2014 Asset management - Management systems - Requirements.]*

### 4.2 Environmental management system

4.2.1 Hunter Water must at all times maintain a Management System for carrying out the functions authorised under this Licence that is consistent with the *Australian/New Zealand Standard AS/NZS ISO 14001:2016 Environmental management systems - Requirements with guidance for use*, or other standard approved by IPART on request by Hunter Water (the **Environmental Management System**).

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

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### 4.3 Quality management system

- 4.3.1 Hunter Water must at all times maintain a Management System for carrying out the functions authorised under this Licence that is consistent with the *Australian/New Zealand Standard AS/NZS ISO 9001:2016 Quality management systems – Requirements*, or other standard as approved by IPART on request by Hunter Water (the **Quality Management System**).
- 4.3.2 Hunter Water must fully implement, and carry out all relevant activities in accordance with, the Quality Management System.

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## 5 Customer and stakeholder relations

### 5.1 Customer Contract

5.1.1 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.]*

5.1.2 Before publishing a notice under section 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.

### 5.2 Consumers

5.2.1 Hunter Water's obligations under the Customer Contract relating to:

- a) Complaint handling and Complaint resolution procedures; and
- b) redress (clause 16.3 of the Customer Contract) and claims for damages (clause 16.4 of the Customer Contract),

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

### 5.3 Payment difficulties and actions for non-payment

5.3.1 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**).

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#### **5.4 Customer advisory group**

- 5.4.1 Hunter Water must maintain and regularly consult with its Customers through a customer advisory group.
- 5.4.2 Hunter Water must utilise the customer advisory group to, among other things, obtain advice on the interests of Hunter Water's Customers, the Customer Contract and such other key issues related to Hunter Water's planning and operations as Hunter Water may determine, including the matters set out in section 12(1) of the Act, consistent with the Customer Advisory Group Charter.
- 5.4.3 Hunter Water:
- a) must 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;
  - b) must use its best endeavours to include, as members of the customer advisory group, at least one Customer representing each of the following categories:
    - i) business;
    - ii) organisations representing low income;
    - iii) Customers living in rural and urban fringe areas;
    - iv) residential;
    - v) local government;
    - vi) pensioners;
    - vii) Customers with disabilities;
    - viii) Indigenous Australians; and
    - ix) Customers from culturally and linguistically diverse backgrounds; and
  - c) may include, as members of the customer advisory group, at least one person representing each of the following categories:
    - i) business Consumers;
    - ii) residential Consumers; and
    - iii) environmental groups.

- 5.4.4 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, **(Customer Advisory Group Charter)**.
- 5.4.5 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.

## **5.5 Internal Complaints Handling**

- 5.5.1 Hunter Water must maintain a procedure for receiving, responding to and resolving Complaints, which is consistent with the *Australian/New Zealand Standard AS/NZS 10002:2014 - Guidelines for complaint management in organizations* (the **Internal Complaints Handling Procedure**).
- 5.5.2 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.

## **5.6 External dispute resolution scheme**

- 5.6.1 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.

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## **5.7 Provision of information to Customers and the general public**

- 5.7.1 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.
- 5.7.2 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 5.7.1);
  - 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.
- 5.7.3 Hunter Water must update the pamphlet or pamphlets prepared under clause 5.7.1 and documents on its website under clause 5.7.2 to reflect any variations made to the information within 60 days of the commencement of the variations.

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## **5.8 Code of Conduct with WIC Act Licensee**

- 5.8.1 Hunter Water must use reasonable endeavours to cooperate with any WIC Act Licensee that seeks to establish with Hunter Water a code of conduct required under a licence under the WIC Act.
- 5.8.2 Where the Minister administering the WIC Act has established a code of conduct under clause 25 of the WIC Regulation, Hunter Water will be taken to have satisfied its obligation under clause 5.8.1 by applying the water industry code of conduct established by the Minister to the relevant WIC Act Licensee.

## **5.9 Memorandum of understanding with NSW Health**

- 5.9.1 Hunter Water must use its best endeavours to:
- a) maintain a memorandum of understanding with NSW Health; and
  - b) comply with the memorandum of understanding maintained under clause 5.9.1(a).

*[Note: Clause 5.9.1 does not limit the persons with whom Hunter Water may enter into a memorandum of understanding.]*

- 5.9.2 The purpose of the memorandum of understanding referred to in clause 5.9.1(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 5.9.1(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.
- 5.9.3 The memorandum of understanding referred to in clause 5.9.1(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 that might pose a risk to public health.
- 5.9.4 Hunter Water must provide NSW Health with information relating to water quality in the manner and form specified by NSW Health within a reasonable period of time of receiving NSW Health's request.

*[Note: The obligation in clause 5.9.4 is in addition to Hunter Water's obligation to comply with any information requests made under section 19 of the Public Health Act 2010 (NSW) by the Secretary of the NSW Ministry of Health.]*

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## **5.10 Memorandum of understanding with Department of Primary Industries Water**

5.10.1 Hunter Water must use its best endeavours to:

- a) maintain a memorandum of understanding (which may be referred to as a roles and responsibilities protocol) with the Department of Primary Industries Water in relation to:
  - i) the roles and responsibilities for the Department of Primary Industries Water and Hunter Water in respect of the review and implementation of the Lower Hunter Water Plan; and
  - ii) calculation and reporting of System Yield; and
- b) comply with the memorandum of understanding maintained under clause 5.10.1(a).

*[Note: Clause 5.10.1 does not limit the persons with whom Hunter Water may enter into a memorandum of understanding or a roles and responsibilities protocol.]*

5.10.2 The purpose of the memorandum of understanding referred to in clause 5.10.1(a) is to form the basis for a co-operative relationship between the parties to the memorandum of understanding. In particular, the purpose of the memorandum of understanding referred to in clause 5.10.1(a) is to recognise the role of Department of Primary Industries Water in assessing options to address water supply security in the lower Hunter region.

## **5.11 Memorandum of understanding with Fire and Rescue NSW**

5.11.1 Hunter Water must use its best endeavours to:

- a) develop and enter into a memorandum of understanding with FRNSW by 31 December 2017; and
- b) once the memorandum of understanding referred to in clause 5.11.1(a) is developed and entered into, comply with the memorandum of understanding.

*[Note: Clause 5.11.1 does not limit the persons with whom Hunter Water may enter into a memorandum of understanding.]*

- 5.11.2 The purpose of the memorandum of understanding referred to in clause 5.11.1 is to form the basis for co-operative relationships between the parties to the memorandum of understanding. In particular, the purpose of clause 5.11.1 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.
- 5.11.3 The memorandum of understanding referred to in clause 5.11.1 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.

## 6 Performance monitoring and reporting

### 6.1 Operational Audits

6.1.1 IPART may annually, or from time to time as occasion requires, undertake, or may appoint an Auditor to undertake, an audit on Hunter Water's compliance with:

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

**(Operational Audit).**

6.1.2 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.

6.1.3 Without limiting clause 6.1.2, 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 period of time specified by IPART or the Auditor in writing.

6.1.4 For the purposes of any Operational Audit or verifying a report on an Operational Audit, Hunter Water must, within a reasonable period of time from 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.

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## 6.2 Reporting Manual

- 6.2.1 Hunter Water must comply with all of its reporting obligations set out in the Reporting Manual, including in relation to:
- a) water conservation;
  - b) supply services and performance standards;
  - c) organisational systems management;
  - d) customer and stakeholder relations; and
  - e) performance monitoring and reporting, including:
    - i) IPART performance indicators; and
    - ii) the National Water Initiative Performance Indicators.
- 6.2.2 Hunter Water must maintain sufficient record systems to enable Hunter Water to report accurately in accordance with clause 6.2.1.
- 6.2.3 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.

*[Note: The Reporting Manual identifies the details of when, what, to whom and how Hunter Water must report to IPART and NSW Health. The Reporting Manual also specifies what and how reports and other information must be made publicly available.]*

## 6.3 Provision of information to IPART and Auditor

- 6.3.1 Hunter Water must provide IPART or an Auditor with information relating to the performance of any of Hunter Water's obligations under clause 6.2 (including providing IPART with physical and electronic access to the records required to be kept under clause 6.2) within a reasonable period of time from Hunter Water receiving a request from IPART or an Auditor for that information.
- 6.3.2 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 period of time from Hunter Water receiving a request from IPART or an Auditor for that information.
- 6.3.3 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 6 as if that person were Hunter Water.

6.3.4 Where this Licence requires Hunter Water to provide information to IPART or an Auditor that is information to which:

- a) Section 24FF of the IPART Act applies; or
- b) Section 24FF of the IPART Act does not apply but IPART or the Auditor has agreed to treat the information as though section 24FF of the IPART Act applies to that information,

Hunter Water must, to the maximum extent permitted by the law, provide that information even if it is confidential.

## 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 of Operations** means the area:

- a) specified in Schedule A to this Licence; and
- b) referred to in section 16(1)(a) to (c) of the Act,

but excludes the area referred to in section 16(2) of the Act.

**Asset Management System** has the meaning given in clauses 4.1.1.

**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 reasonably (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 drainage 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 provided in 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 Advisory Group Charter** has the meaning provided in clause 5.4.4.

**Customer Contract** means the contract at Schedule B, being the contract referred to in section 36(1) of the Act.

**Department of Primary Industries Water** means the division responsible for the state’s surface water and groundwater resources, within the NSW Department of Primary Industries.

**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 Quality Management System** has the meaning given in clause 3.1.1.

**Economic Level of Water Conservation Methodology** means the methodology referred to in clause 2.2.3 in the form approved by IPART.

**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.

**Environmental Management System** has the meaning given in clause 4.2.1.

**FRNSW** means Fire and Rescue New South Wales.

**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 5.5.1.

**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 and includes all Schedules included by reference.

**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.

**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 Energy and Utilities.

**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** has the meaning given in clause 6.1.1.

**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 5.3.1.

**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 Development Act 2015* (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** means:

- a) 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.

**System Yield** means the maximum amount of water that Hunter Water estimates (using a hydrological model) can be supplied from water sources within its Area of Operations to its water treatment plants.

**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.

**Wastewater Overflow Standard** has the meaning given in clause 3.3.3(a).

**Water Conservation Strategy** means the strategy referred to in clause 2.1.2.

**Water Conservation Target** has the meaning given in clause 2.2.1.

**Water Continuity Standard** has the meaning given in clause 3.3.2(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'), but does not include a situation in which the Property experiences low water pressure on a day when peak day demand exceeds 370 megalitres per day.

**Water Pressure Standard** has the meaning given in clause 3.3.1(a).

**Water Storage and Transmission** means Hunter Water's capture, storage and release of water situated within Hunter Water's Area of Operations but upstream of Hunter Water's water treatment plants, including water in natural water courses.

**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.

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

**WIC Act Licensee** 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 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 of or schedule of this Licence;
  - 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; and
  - xiv) a reference to a council under the *Local Government Act 1993* (NSW) 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 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) 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



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## A Area of Operations

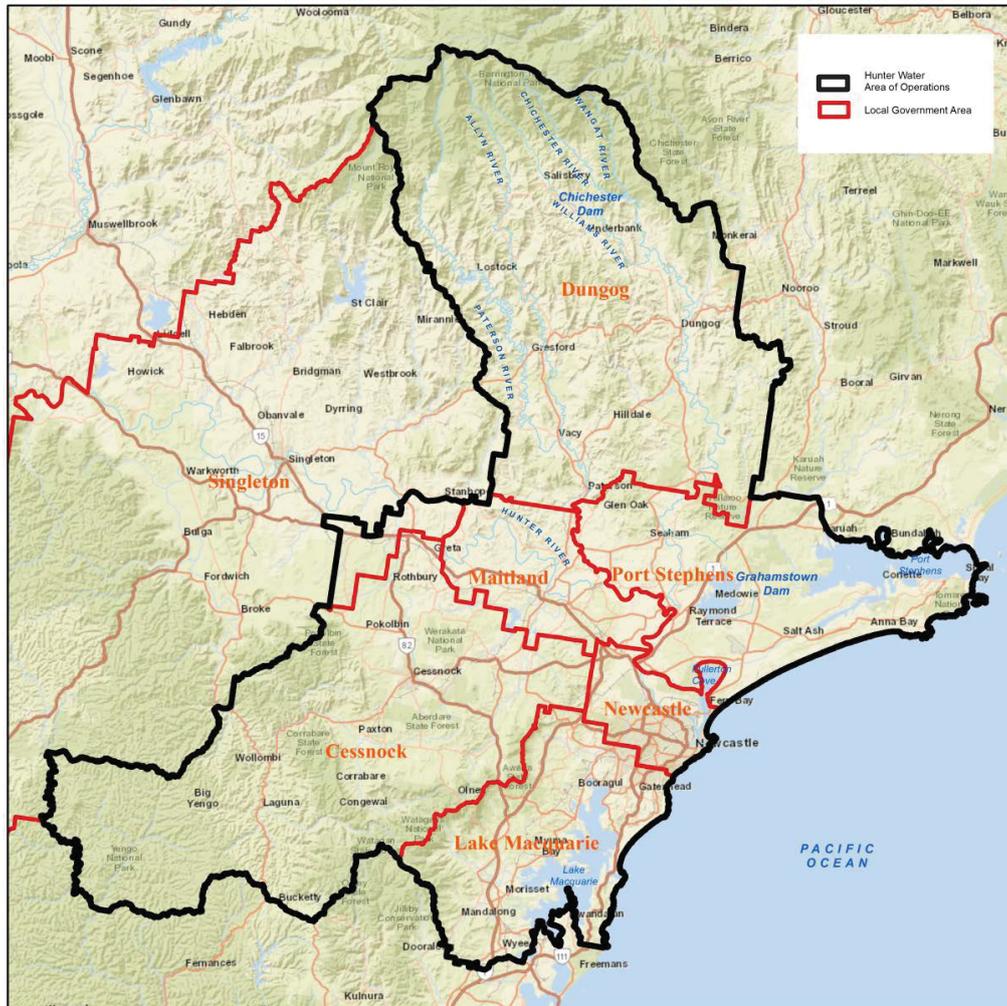
The Area of Operations consists of:

- 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; 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 section 4A(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 between its Area of Operations and the local government area of the Central Coast Council in accordance with the Hunter/Central Coast Pipeline Agreement.]*

Figure A Area of Operations





## B Customer Contract

# PROPOSED CUSTOMER CONTRACT

HUNTER WATER



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## FOREWORD

Hunter Water provides **drinking water**, **sewerage 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 sewerage 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](http://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.

### 1.4 General Enquiries

For all general enquiries, please contact us using any of the following methods: online enquiry form; email; post; telephone; in person, using the contact details notified by us from time to time on our website: [www.hunterwater.com.au](http://www.hunterwater.com.au).

*[Note: As at 1 July 2017, you can contact Hunter Water using 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         Head Office*  
*36 Honeysuckle Drive, Newcastle West (8:30am-5.00pm)*  
*Lake Macquarie*  
*128 Main Road, Speers Point (8.30am-4.30pm)*  
*Maitland*  
*285 High Street, Maitland (8.30am-4.30pm)]*

## 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** and you are covered by the relevant clauses of this **Customer Contract** if you:

- (a) own **property** within our **area of operations** that has an **authorised connection** to our **water infrastructure**, our **sewerage system** 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**, **sewerage 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.

### 2.3 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 sewerage connection**, a **trade waste connection**, **recycled water connection**, or services to **WIC Act** licensees. 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 **Customer Contract**.

2.3.2 If you have a **separate agreement** with us, or a contract for **water services** or sewerage services with us on specific terms and conditions, this **Customer Contract** does not apply to you, to the extent that other contract applies.

### 2.4 When does this Customer Contract commence?

2.4.1 This **Customer Contract** comes into effect on 1 July 2017 and will apply to you:

- (a) if you are a **customer** on or from 1 July 2017, or
- (b) if you are not a **customer** on or from 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 a **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 effect 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**) will be published in a daily newspaper circulating in the **area of operations**, on our website and through the General Enquiry Process at least six months before the variation becomes effective, or for a shorter period of notice as approved by the **Minister**;
- (b) 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 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** 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** unless otherwise specified in writing by **NSW Health**.

### **3.2 Supply of water services**

**3.2.1** If your **property** has an **authorised standard connection** to our **water infrastructure** we will provide a **drinking water service** to meet your reasonable needs, unless prevented by events referred to in clause 8.

**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.

### 3.5 Water restrictions

- 3.5.1 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**.
- 3.5.2 Notice of the **water restrictions** will be published in the New South Wales Government Gazette and in newspapers circulating in the **area of operations** affected by the **water restrictions** and on our website.
- 3.5.3 The **water restrictions** may regulate or restrict:
- (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; and/or
  - (d) the means or methods of the use of **drinking water**.
- 3.5.4 The **water restrictions** will override any inconsistent provisions in this **Customer Contract**.
- 3.5.5 You must comply with the conditions of the **water restrictions** on and from the date specified in the notice.
- 3.5.6 If you do not comply with the conditions of the **water restrictions**:
- (a) you may be issued a **penalty notice** by an officer authorised under the **Act**; and/or
  - (b) we may **restrict** or **disconnect** the **water service** to your **property** in accordance with the **Hunter Water Regulation**.

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

## 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**, we will provide you with a **recycled water service** unless prevented by events referred to in clause 8.
- 4.1.2 If your **property** is not in a **recycled water area**, we may supply other types of **recycled water** 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 SEWERAGE SERVICES DO WE PROVIDE?

### 5.1 Supply of sewerage services

- 5.1.1 If your **property** has an **authorised standard connection** to our **sewerage system** we will provide you with a **sewerage service** on the terms set out in this **Customer Contract**, unless prevented by events referred to in clause 8.

## 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 **sewerage system**.
- 5.2.2 If there is a **wastewater overflow** on your **property** due to the failure of our **sewerage system**, 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 a manner that minimises 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 **sewerage system** 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.

## 5.4 Prohibited substances

- 5.4.1 You must not discharge into our **sewerage system** any substance classified in our **Trade Wastewater Standard** as a prohibited substance.

## 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 **sewerage system**, you must obtain our written consent and, if required, enter into a **separate agreement** with us to discharge **trade waste** into our **sewerage system** in accordance with our *Trade Wastewater Policy* and *Trade Wastewater Standard*.
- 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**, including the **Act**, our **Operating Licence**, or our **Environment Protection Licences**.

## 7 WHAT STORMWATER SERVICES DO WE PROVIDE?

### 7.1 Supply of stormwater 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 **charges** for **stormwater services** 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 to you under clauses 3 to 7 (except clause 3.3) are suspended for the duration of any of the following events, listed in this clause 8, to the extent those events relate to the relevant obligation.

### 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 Access to emergency supplies of **drinking water** and/or toilet facilities may be provided where reasonably practicable and necessary having regard to the particular circumstances, unless your **separate agreement** provides otherwise.
- 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 Major operational incident

- 8.3.1 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** until such time as the **major operational incident** is over.
- 8.3.2 Where practicable, notice of the **major operational incident** will be published on our website.

### 8.4 Restriction or disconnection

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

### 8.5 Force majeure

- 8.5.1 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 By applying for a concession, you authorise us to make enquiries with relevant **Authorities** to confirm your eligibility.

*[Note: See clause 19.3 for an outline of the information we may provide to relevant Authorities for the purpose of confirming your eligibility for a concession.]*

### 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 **charges** apply;
- (b) any credit or overdue amounts from previous bills and the total amount due;
- (c) the usage and service **charges** separately itemised;
- (d) other **charges** payable;
- (e) the date payment is due;
- (f) the most recent **meter** reading;
- (g) a comparison of your water usage, where available;
- (h) your postal address and account number;
- (i) the address of the **property** where the **charges** have been incurred;
- (j) options for the method of payment;
- (k) contact telephone numbers for account enquiries and emergency services;
- (l) how to get information on payment assistance options; 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. Once the dispute has been resolved, you must, if the resolution is in our favour, pay the determined amount. (Refer to clause 17.3.1 for when a **dispute** is considered to be 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 **sewerage 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 a metered **water service** or metered **recycled water service** (for example, from rainwater or other on-site sources, tankered water or effluent), we may apply an additional **wastewater discharge factor** or require the **wastewater** discharge to be metered by a **meter** approved by us. The supply and installation of the approved **wastewater meter** will be at your cost (see clause 15.1.3).

**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 **charge** 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, sewerage system** 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 issued under clause 11.2.1 or your recent payment history is not good 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 to you under clause 11.2.2 and to the serviced **property** under clause 11.2.3 (if applicable) 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 17.3.1);
  - (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 2:00 pm on a business day excluding Friday;
  - (c) if your **property** is occupied by a tenant:
    - i. without advising the occupier that in some circumstances the **Act** permits a tenant to pay outstanding **charges** and then recover the amount paid from the **owner** of the **property** or deduct the amount paid from any rent payable to the **owner** of the **property**; and
    - ii. without providing the occupier reasonable opportunity to pay the account; or
  - (d) 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 13.2.1 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 15.2.2. 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 waste** into our **sewerage system** without a **separate agreement** with us to discharge **trade waste** into our **sewerage system** (if one is required), or you do not comply with the conditions of the **separate agreement**;
- (h) you are connected to a **pressure sewerage 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 **sewerage system**;
- (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 **sewerage system** provided that:

- (a) you have paid the relevant **charge**; 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 Connection 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 **charge**. If these conditions are met we will restore:

- (a) your **water service** on the same day, if you pay before 2:00 pm on any business day; or
- (b) your **sewerage service** within 24 hours.

- 11.6.2** If the conditions for restoration are met after 2:00 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 **charge** 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** for authorised standard connections. These drawings are illustrative only and should not be relied on for any purpose other than to assist with understanding the provisions of this **Customer Contract**. In the event of an inconsistency between the 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 **owner** of the **property**, 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 the pipe within your **property** boundary, we will provide this service only up to one metre along the pipe within your **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 (as shown in a registered plan with the Land and Property Information division of the Department of Finance and Services).
- 12.3.4** If there is no **meter**, we will maintain and repair **your water system** up to one metre along the pipe within your **property** boundary closest to our **water infrastructure**.
- 12.3.5** We are not responsible for the installation, modification, **disconnection**, or disposal of water connections between our **infrastructure** and the **meter**.
- 12.3.6** We are not responsible for the installation, modification, repair, **maintenance**, **disconnection**, disposal or testing (where applicable) of:
- (a) your **water system**:
    - i. downstream of the meter, or
    - ii. if your **meter** is located more than one metre along the pipe within your **property** boundary, more than one metre along the pipe within your **property** boundary;
  - (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 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.

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

**12.3.8** In this clause 12.3, references to “one metre along the pipe within your **property** boundary”:

- (a) refer, in the case of a **property** comprised of a lot in a strata scheme, to one metre along the pipe inside the boundary of the parcel of the strata scheme of which your property is a part; and
- (b) includes one metre along any easement within which your **meter** or private service may be situated if that easement falls within your **property** boundary.

#### **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 **sewerage system** 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 testing (where applicable) of:

- (a) sewerage systems connecting to privately owned **wastewater** mains such as in some community title subdivisions or shared private services;
- (b) private sewerage systems connecting to our **sewerage system** 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 **sewerage system**, you should notify us.
- b) If the blockage occurs in our **sewerage system** 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 sewerage system**

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

**12.5.2** If you have a **pressure sewerage 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 sewerage system** is owned by us or by you.

(a) Hunter Water Pressure Sewerage System (HWPSS)

If you are a **residential customer** connected to our **sewerage system** via a HWPSS, we will repair and maintain up to and including the collection tank. We will also repair and maintain the control panel and the power cable to the pump, as illustrated in the relevant drawing at clause 20.3.

(b) Private Pressure Sewerage System (PPSS)

If you are a **residential customer** connected to our **sewerage system** via a PPSS, you are responsible for repairs and **maintenance** from the boundary kit to your **property** as illustrated 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 sewerage 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 sewerage system**.

#### **12.6 Non-standard connections**

**12.6.1** A standard connection is one that gives you the level of service outlined in this **Customer Contract**. If a **standard connection** is not available, then you may 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** Subject to the terms of any **separate agreement**, if your **property** has a **non-standard wastewater connection** we will generally repair and maintain the system up to the **connection point** with our **sewerage system**, which may be outside the **property** boundary.

**12.6.3** Subject to the terms of any **separate agreement**, 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 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 owners of the **properties**. 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 11.5.1.

#### **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 **sewerage system**.

**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 **sewerage system** (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 **sewerage 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.
- 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, sewerage system 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** or access to our **infrastructure** at your cost. If you do not comply with our request within the required timeframe, we may remove the **unauthorised works** and charge you the reasonable costs incurred by us in undertaking this work.
- 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 from our **water infrastructure**;
- (b) wrongfully interfere with the operation of a **meter**, metering system or prevent a **meter** from accurately registering the quantity of water supplied by us;
- (c) use a dedicated **fire service** for any purpose other than firefighting or testing of the **fire service**;
- (d) wrongfully discharge any substance into our **infrastructure**; 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 provide us with safe access to your **property** to allow us:

- (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**; and
- (d) to access your property 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 Subject to any provision of this **Customer Contract**, 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 need to investigate a health or safety issue, or
- (e) we have the power under any **Law** to access your **property** without the provision of such notice.

### 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) 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 Your **property** must have a **meter**, unless we otherwise agree in writing. Separate **meters** will be installed for **drinking water** and **recycled water** where the **property** has connection to both **services**.
- 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 **charge**.
- (b) seek access at a time suitable to you, which may attract an additional **charge**;
  - (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 15.4.3.
- 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 **charges**.

## 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 clauses 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 each of the first and second events 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 five hours in duration, a rebate of 30 kilolitres will be applied to the water usage component of your next bill. You will receive this rebate for the third event that you experience in a financial year. (You will not receive any rebate under this clause for a fourth or subsequent event.)
- (c) If you experience one or more **unplanned interruptions** to your **drinking water service** (not including your **recycled water service**) of over five hours between the hours of 11:00pm and 5:00am due to a failure of our **water infrastructure** and provide details of the inconvenience caused, the **unplanned** interruption will be deemed to have occurred between the hours of 5:00am and 11:00pm for the purposes of paragraphs (a) and (b) above, and you will be eligible for the corresponding 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 **sewerage system** (not including shaft breaks), a rebate of 30 kilolitres will be applied to the water usage component of your next bill after the event. You will receive this rebate for the first event that you experience in a financial year.
- (b) If you experience two **dry weather wastewater overflows** on your **property** in the same financial year due to a failure of our **sewerage system** (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. You will receive this rebate for the second event that you experience in a financial year.
- (c) If you experience three or more **dry weather wastewater overflows** on your **property** in the same financial year due to a failure of our **sewerage system** (not including shaft breaks), a rebate of 270 kilolitres will be applied to the water usage component of your next bill(s) after the third event. You will receive this rebate for the third event that you experience in a financial year. (You will not receive any rebate under this clause for a fourth or subsequent event.)

**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 apply 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 17.1.2 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 claim 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**) states 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 limited to the extent permitted by **Law**, to:
- (a) replacing the goods and **services** to which the breach relates; or
  - (b) at our option, paying you the cost of replacing those goods, or having the **services** supplied again.
- 16.5.3** The limitation of our liability does not affect rights you may have under a **Law** that applies to us that states we cannot exclude or limit our liability.

### 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 (teletypewriter) users phone 133 677 and ask for 1300 657 657;
  - (b) For Speak and Listen (speech-to-speech relay) users phone 1300 555 727 and ask for 1300 657 657; or
  - (c) For internet relay users connect to the NRS (see [www.relayservice.gov.au](http://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 customer advisory group.

**19.1.2** The customer advisory group works to a Charter. The Charter is available on our website or can be obtained by contacting us via the **General Enquiry Process**.

*[Note: The customer advisory group is currently named the Consultative Forum as at July 2017. The Consultative Forum Charter explains the role and functions of the Consultative Forum. The name of this customer advisory group and the Charter may change from time to time.]*

### 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 disclose to, or exchange with, credit reporting agencies, other credit providers, other suppliers, or our agents and contractors, **personal information** we have collected concerning your identity (such as your name, date of birth and address) and information that pertains to your payment or credit history, your creditworthiness, credit standing, or credit capacity (including our opinions regarding these matters).

**19.3.3** We may also disclose **personal information** of yours which we have collected to **Authorities** for the purpose of confirming 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 those provided in the Operating Licence and the **Act**, where available. All other words have the meanings provided below.

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

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

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

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

**Area of operations** means:

- (a) the area specified in Schedule A to the **Operating Licence**; and
- (b) the area referred to in section 16(1)(a) to (c) of the **Act**,

but excludes the area referred to in section 16(2) of the **Act**.

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

**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).

**Authorised connection** means a connection to our **water infrastructure**, our **sewerage system** or our **stormwater infrastructure** that has been approved by us 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.

**CEP** means common effluent pump, as described in the **Wastewater Connection Standard**.

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

**Complaint** means an expression of dissatisfaction made by **customers** or consumers to Hunter Water in relation to its products or **services**, staff or the **Complaint**-handling process itself, where a response or resolution is reasonably expected (explicitly or implicitly) or legally required.

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

**Connection requirements** means Hunter Water's 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.

**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.

**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 this contract, being the contract referred to in section 36(1) of the Act.

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

[Note: Declared Stormwater Drainage Areas are areas used to transport **stormwater**. These areas are marked on maps located on our website: [www.hunterwater.com.au](http://www.hunterwater.com.au).]

**Defective or 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, sewerage system, stormwater infrastructure or the environment** and **defective** has the same meaning.

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

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

**Drinking Water** means water intended primarily for human consumption but which has other personal, domestic or household uses such as bathing and showering, in accordance with the health related guidelines in the **ADWG**.

**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 **sewerage system** (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.

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

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

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

**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 by means of any of the following methods: online enquiry form; email; post; telephone; in person, using the contact details notified by us from time to time on our website: [www.hunterwater.com.au](http://www.hunterwater.com.au). Refer to clause 1.4.

**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 (h).

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

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

**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:

- i. as a result of a supply interruption;
- ii. water usage by authorised fire **authorities** in the case of a fire; or
- iii. 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.

**Minister** means the Minister responsible for the Act, which at the commencement date is the Minister for Energy and Utilities.

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

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

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

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

**Non-standard water connections** or **non-standard wastewater connections** means a connection to a **property** that does not have a direct frontage to our **water infrastructure** or our **sewerage system** or is connected directly to a trunk water main.

**NSW Health** means the NSW Ministry of Health.

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

[Note: Under the **Act**, an **operating licence** means an **operating licence** granted (to us) under section 12 or any renewal of it.]

**Owner** has the same meaning provided in section 3 of the **Act**.

*[Note: Under the **Act**, owner, in relation to land, includes every person who jointly or severally at law or in equity: (a) is entitled to the land for an estate of freehold in possession, or (b) is a person to whom the Crown has contracted to sell the land under the Crown Lands Act 1989 (NSW) or any other Act relating to alienation of land of the Crown, or (c) is entitled to receive, or receives, or if the land were let to a tenant would receive, the rents and profits of the land, whether as beneficial owner, trustee, mortgagee in possession or otherwise, and, in relation to land of the Crown, means the Crown but does not include a person who, or a class of persons that, is specified by a regulation not to be an owner for the purposes of this definition, either generally or in a particular case or class of cases.]*

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

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

**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 Development Act 2015* (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 purpose.

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

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

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

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

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

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

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

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

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

*[Note: 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 **infrastructure**.

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

**Sewerage system** 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**; or
- (d) any other **infrastructure** used in connection with **sewerage services** and **trade waste services**

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

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

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

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

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

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

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

**Trade Wastewater Standard** means the standard by this name published on our website from time to time.

**Unauthorised connection** includes where you:

- (a) connect to our **infrastructure** without our approval;
- (b) do not comply with all conditions of connection we have set;
- (c) do not comply with the conditions in 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 waste** without our written permission or breach your **trade waste** discharge standards or do not meet requirements for **trade waste** pre-treatment equipment.

**Unauthorised works** means the placement of any works and structures over Hunter Water Assets, including any of the works referred to in our *Building Over and Adjacent to Assets Standard* that require our prior approval or consent and such approval or consent has not been obtained.

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

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

- a) emergencies;
- b) events beyond our control;
- c) a situation where we need to avert danger to any person or property; or
- d) faults in our **infrastructure**,

and for which no notice has been given to you.

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

**Wastewater Connection Standard** means the standard by this name published on our website from time to time.

**Wastewater discharge factor** is an estimate of the volume of **wastewater** discharged by you into our **sewerage system** usually expressed as a percentage of water measured by our **meters** as delivered to your **property** or otherwise determined in accordance with clause 9.9.2.

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

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

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

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

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

**Water service** means 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.

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

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

**Your system(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 **sewerage system**, but does not include our **sewerage system**.

**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 a reference 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 construed to the disadvantage of a party merely because that party was responsible for the preparation of this **Customer Contract** or the inclusion of the provision in this **Customer Contract**;
- (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; and
- (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

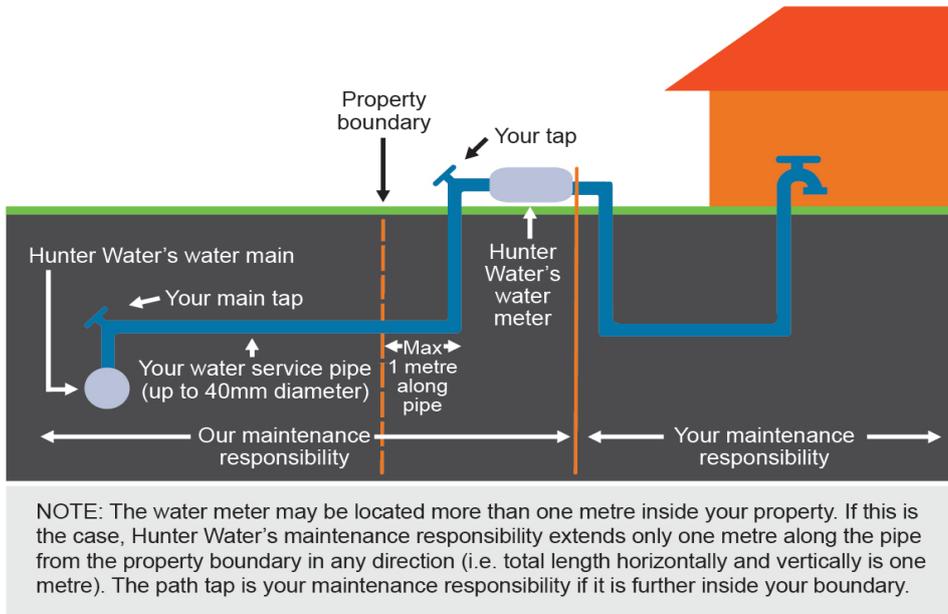
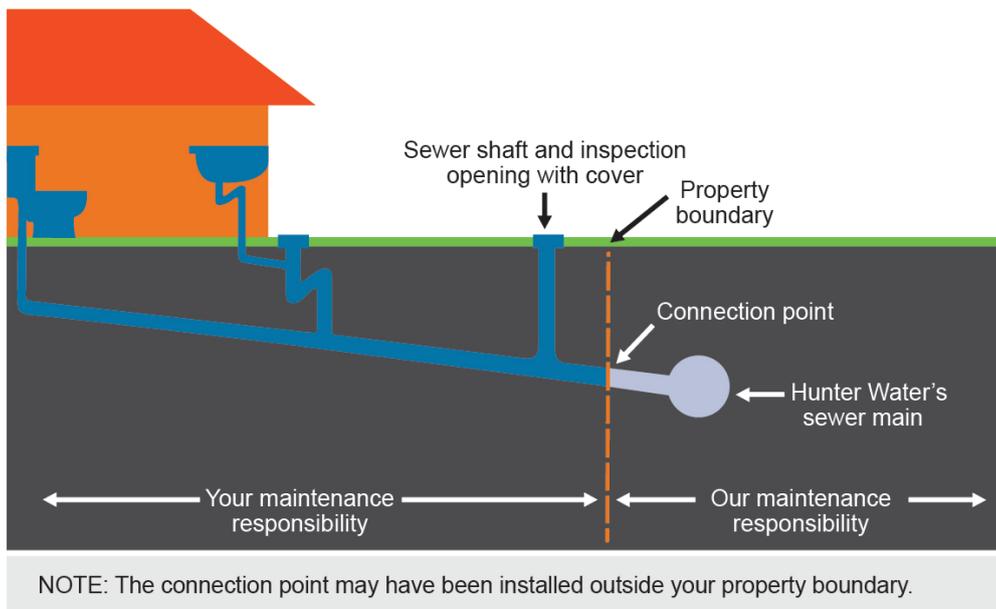
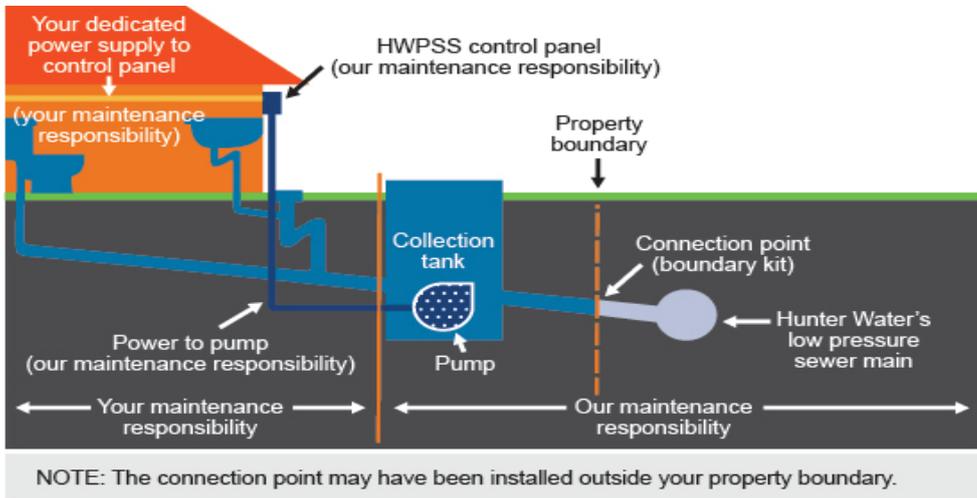


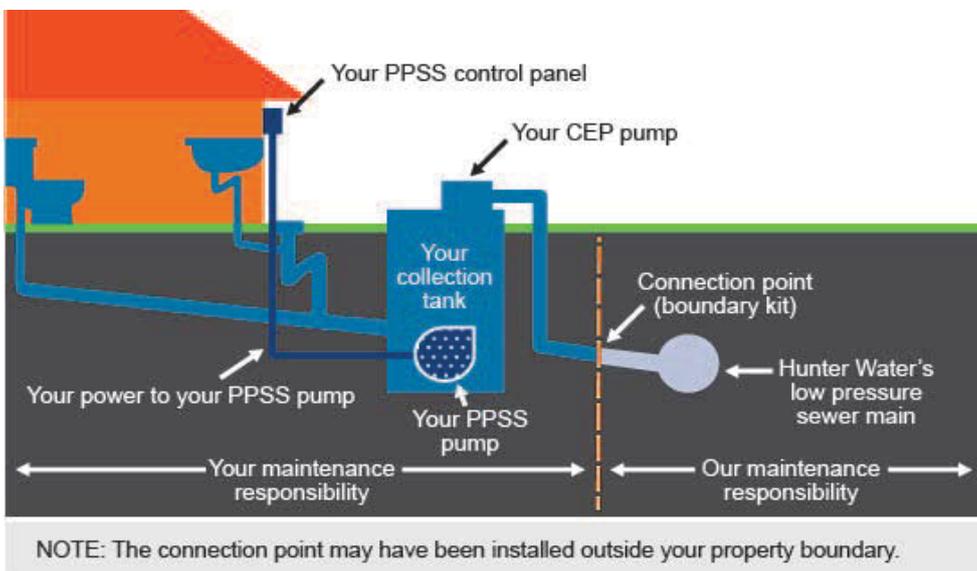
Figure 20.3.2 Typical wastewater system maintenance responsibilities for an authorised standard connection



**Figure 20.3.3 Typical Hunter Water Pressure Sewerage System (HWPSS) maintenance responsibilities**



**Figure 20.3.4 Typical Private Pressure Sewerage System (PPSS) maintenance responsibilities**



**EXPLANATORY NOTE**

**HUNTER WATER ACT 1991**  
**Amendment and renewal of Hunter Water Corporation Operating Licence**

The current operating licence for Hunter Water Corporation expires on 30 June 2017.

Under section 15 of the *Hunter Water Act 1991 (Act)*, the Governor may renew an operating licence for a maximum of five years at a time. The operating licence may be amended by the Governor under section 14 of the Act in the manner specified in the operating licence. Clause 1.5 of the current operating licence provides that the operating licence may be amended by the Governor by notice of the amendment published in the Gazette.

The operating licence is subject to the terms and conditions determined by the Governor, including the terms and conditions set out in section 13 of the Act.

The instrument provides for the amendment and renewal of the operating licence for Hunter Water Corporation. The term of the renewed operating licence is 5 years commencing on 1 July 2017.

Stakeholder consultation was undertaken following release of an Issues Paper and also following the release of the draft operating licence package. The chief administrations affected by the operating licence (including Energy and Water Ombudsmen of NSW, Department of Primary Industries – Water, and NSW Ministry of Health) were given the opportunity to comment, and issues and concerns identified by them were considered in the final operating licence.

The renewed operating licence has been restructured to better align the licence terms and conditions with Hunter Water's operational activities. Other changes have been made to improve Hunter Water's operational effectiveness, promote competition with private water utilities, and complete the transition to a fully systems-based licence.

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