

Price and Service Plan 2018-21

Customer Contract



CUSTOMER CONTRACT

TASMANIAN WATER AND SEWERAGE CORPORATION PTY LIMITED

ACN 162 220 653

This Contract is effective from 1 July 2018

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This Contract is about the provision of Water Services and Sewerage Services to You at your property. The Contract commences without You having to sign any documentation. The terms of the Contract are approved by the Regulator under the Act. In addition to this Contract, the *Water Management Act 1999* (Tas) and other consumer laws also contain rules about the provision of Water Services and Sewerage Services and we will comply with these rules in our dealings with You.

1 INTRODUCTION

1.1 What do words used in this Contract mean?

Terms used in this Contract have the same meanings as they have in the Act, Regulations and Code. For convenience, an explanation of some terms is given in Schedule 1 of this Contract.

2 THE PARTIES

2.1 What is a Customer Contract?

The Contract is between:

- (a) Tasmanian Water and Sewerage Corporation Pty Limited ACN 162 220 653 (**TasWater**) (in this Contract referred to as 'we', 'our' or 'us') who provides Services to You, where available; and
- (b) You, the Customer to whom this Contract applies (in this Contract referred to as 'You').

2.2 Who is covered by this Contract?

Subject to clause 2.3, You are our Customer and covered by this Contract if You are:

- (a) the Owner and Occupier of a property that is connected to our Infrastructure; or
- (b) the Owner (but not an Occupier) of a property that is connected to our Infrastructure; or
- (c) the Occupier of a property that is connected to our Infrastructure and is liable for a Service Charge.

If You are the Owner or Occupier of a property that is not connected to our Infrastructure but to which a Service is available from us and we impose a Service Charge, You are also our Customer and covered by this Contract, except for:

- (d) clause 4 (What Water Services do we provide?) apart from clause 4.2 (New Water connections to your property);

- (e) clause 5 (What Sewerage Services do we provide?) apart from clause 5.2 (New sewerage connections to your property);
- (f) clause 6 (Trade Waste);
- (g) clause 9 (Water Meter installation, testing and maintenance);
- (h) clause 10 (Factors affecting Service); and
- (i) clause 11 (Disconnection or restriction of Services).

2.3 Who is not covered by this Contract?

You are not a Customer under this Contract if:

- (a) we have not authorised your connection to our Infrastructure; or
- (b) we have entered into a separate agreement with You under section 61 of the Act.

2.4 When does this Customer Contract commence?

- (a) Subject to the payment of any Security Deposit under clause 3 (Are You required to pay us a Security Deposit?), this Contract commences on 1 July 2018.
- (b) On its commencement, this version of the Contract replaces any previous contract between You and us unless:
 - (i) You have a separate agreement with us – for example a non-standard Water or sewerage agreement under section 61 of the Act – in which case that other agreement will continue to apply; or
 - (ii) prohibited by law,and any rights and liabilities that have accrued under any previous contract or agreement with us will be merged into this Contract.

2.5 How can this Contract be varied?

We may vary this Contract as permitted by the Act.

3 ARE YOU REQUIRED TO PAY US A SECURITY DEPOSIT?

3.1 When can You be required to pay us a Security Deposit?

In certain circumstances we may require You to pay us a Security Deposit. These circumstances are set out in the Code. We will comply with the Code and other relevant legislation in relation to the requirement for, the use of, and return of the Security Deposit.

3.2 What happens if You don't pay a Security Deposit to us when we ask You to?

If You do not comply with our requirement for You to pay us a Security Deposit You cannot enter into this Contract.

4 WHAT WATER SERVICES DO WE PROVIDE?

4.1 Connection to your property

As long as your property is connected to our Water Infrastructure we will deliver Water to the Connection Point, except:

- (a) in the case of an Unplanned Interruption under clause 10.1 (Unplanned Interruptions) or a Planned Interruption under clause 10.2 (Planned Interruptions); or
- (b) where a declaration has been issued under clause 10.3 (Minister's declaration) or we have determined that the circumstances in clause 10.4 (Water shortages) apply; or
- (c) where we restrict or Disconnect supply under clause 11 (Disconnection or restriction of Services); or
- (d) in the case of events beyond our reasonable control that impact our ability to provide Water to you.

4.2 New Water connections to your property

As long as your property:

- (a) has not been Disconnected by us; and
- (b) meets the requirements of connection specified in our Connection Policy,

then we will arrange and provide for a connection(s) to your property within 10 Business Days (or such later date as we both may agree).

4.3 Water quality

Subject to clause 4.4 (Non-potable Water), clause 4.5 (Water flow rate) and your property being connected to our Water Infrastructure, we will supply Water to the Connection Point at your property in accordance with relevant warranties contained in clause 8 (TasWater Warranties).

4.4 Non-potable Water

If You are a Limited Water Quality Customer we will supply Non-potable Water to the Connection Point at your property, in accordance with the relevant warranties contained in

clause 8 (TasWater Warranties), except that the Non-potable Water is not suitable for consumption:

- (a) prior to boiling the Non-potable Water (if the consumption of that Non-potable Water is subject to a notice to boil the Non-potable Water prior to consumption); or
- (b) at all (if the consumption of that Non-potable Water is subject to a notice not to consume the Non-potable Water).

Prior to entering into this Contract You acknowledge and agree that we have specifically made You aware:

- (c) of the need to boil the Non-potable Water prior to consuming it, or not to consume the Non-potable Water at all (as applicable); and
- (d) that You should seek and adhere to any advice issued by the Department of Health and Human Services and/or the Director of Public Health with respect to your use of the Non-potable Water; and
- (e) that You accept all risks associated with your use of the Non-potable Water.

4.5 Water flow rate

We will supply Water to your property at the Minimum Flow Rate at the Meter, or if there is no Meter the tap nearest the Connection Point, except:

- (a) in the case of an Unplanned Interruption under clause 10.1 (Unplanned Interruptions) or a Planned Interruption under clause 10.2 (Planned Interruptions); or
- (b) where a declaration has been issued under clause 10.3 (Minister's declaration) or where we have determined that the circumstances in clause 10.4 (Water shortages) apply; or
- (c) where we are entitled to restrict or Disconnect supply under clause 11 (Disconnection or restriction of Services); or
- (d) where Your Infrastructure does not comply with the required conditions; or
- (e) where the Act or the *Water Management Act 1999* (Tas) provides otherwise; or
- (f) where You are a Limited Water Supply Customer.

4.6 Water pressure

We will use our reasonable endeavours to supply Water to your property at a Minimum Pressure at the Connection Point.

4.7 Testing

If You believe that we are not complying with our obligations under clause 8 (TasWater Warranties) or clause 4.5 (Water flow rate) You can make a request to us to undertake relevant testing.

If testing indicates that we are complying with our obligations, You may be required to pay the testing costs.

4.8 Rectification after testing

If testing carried out under clause 4.7 (Testing) indicates that we are not compliant with our obligations, we will rectify any deficiency as soon as possible, or within a time we both may agree upon.

4.9 Special Needs Customers

You should notify us if You require Service for use of a dialysis machine or for other special health reasons or special needs. If You are eligible to be classified as a Special Needs Customer, we will make all reasonable attempts in accordance with the Code to provide Services that meet your reasonable health needs.

If You are a Special Needs Customer You will receive advance notification of any Planned Interruption to Services in accordance with clause 10.2 (Planned Interruptions). In addition, we will make reasonable endeavours to contact You as soon as possible in the event of any Unplanned Interruptions to Services.

4.10 Breaks in our Water Infrastructure

You should notify us if You become aware that your Water Service has been affected by a Break.

4.11 Our procedures for Breaks

If a Break occurs due to a failure or fault in our Water Infrastructure, we will make reasonable endeavours to:

- (a) promptly attend the site once we have been notified; and
- (b) take action to rectify the situation, taking into account actual or potential impact on You, others affected by the failure or fault, any affected property and the environment.

Where the Break results in an Unplanned Interruption to your Water Service, we will provide information about the Unplanned Interruption through a 24 hour telephone facility, including

advising the estimated restoration time.

4.12 Responsibilities for rectifying Breaks

We will fix a Break in our Water Infrastructure at our cost, but if You contribute to the Break You may be liable to pay some of those costs.

You are responsible for arranging and paying for any blocks, leaks, bursts or spills in Your Water System to be fixed by a licensed plumber or drainer.

5 WHAT SEWERAGE SERVICES DO WE PROVIDE?

5.1 Connection to your property

If your property is connected to our Sewerage Infrastructure, we will remove the Sewage from your property at the Connection Point, except:

- (a) in the case of an Unplanned Interruption under clause 10.1 (Unplanned Interruptions) or a Planned Interruption under clause 10.2 (Planned Interruptions); or
- (b) where we restrict or Disconnect supply under clause 11 (Disconnection or restriction of Services); or
- (c) in the case of events beyond our reasonable control which impact our ability to provide Sewerage Services to You.

5.2 New sewerage connections to your property

As long as your property has not been Disconnected by us, we will arrange and provide for a connection(s) to your property within 10 Business Days (or such later date as we both may agree), provided that your property meets the requirements for connection under our Connection Policy.

5.3 Supply of Sewerage Services

We will provide the Sewerage Services to the Connection Point at your property in accordance with the relevant warranties in clause 8 (TasWater Warranties).

5.4 Blockage of our Sewerage Infrastructure

You should notify us if You are aware that your Sewerage Service has been impacted by a Blockage.

5.5 Our procedures for faults in our Sewerage Infrastructure

If a Blockage occurs due to a failure or fault in our Sewerage Infrastructure, we will make

reasonable endeavours to ensure that we:

- (a) promptly attend the site upon being notified; and
- (b) take action to rectify the situation taking into account potential or actual impact on You, and others affected by the failure or fault, any affected property and the environment; and
- (c) minimise the inconvenience and damage to You and others affected; and
- (d) clean up and disinfect the affected area as soon as possible in such a manner to minimise the risk to human health.

Where the Blockage results in an Unplanned Interruption to your Sewerage Service, we will provide information about the Unplanned Interruption through a 24 hour telephone facility, including advising callers of the estimated restoration time.

5.6 Responsibilities for cleaning Blockages

- (a) We will fix a Blockage at our cost, but if You contribute to the Blockage You may also be liable to contribute to those costs.
- (b) You are responsible for arranging for any block, leak, burst or spill in Your Sewer System to be fixed by a licensed plumber or drainer.

6 TRADE WASTE

You may only discharge Trade Waste into our Sewerage Infrastructure if You are a Category 1 Trade Waste customer or a Category 2 Trade Waste customer.

If You are a Category 1 Trade Waste customer or a Category 2 Trade Waste customer this Contract and the Consent apply to your discharge of Trade Waste to our Sewerage Infrastructure.

If the Consent deals with a matter that is not contained in this Contract then the Consent applies in relation to that matter.

The minimum acceptable means of Trade Waste pre-treatment for a Category 1 Trade Waste customer or a Category 2 Trade Waste customer is specified in our Commercial Trade Waste Customer Pre-treatment Guideline (available on our website at www.taswater.com.au).

In addition to the rights we have under this Contract, if You do not comply with the requirements of this Contract or the Consent, we may apply Trade Waste non-compliance charges contained in our Price and Service Plan depending on the level of risk that the non-compliant activity presents to us.

The Trade Waste Customer listing on our website (www.taswater.com.au) provides an indicative list that existing and potential Trade Waste Customers can use to self-identify their likely Trade Waste category.

7 SERVICES WE ARE NOT RESPONSIBLE FOR

We are not responsible for:

- (a) the supply, installation, commissioning, maintenance or replacement of a Backflow Prevention Device installed at the outlet of a Meter where the Backflow Prevention Device is greater than 25 millimetres; or
- (b) a private fire service; or
- (c) private extension, trunk services or property service pipes from private extensions; or
- (d) Your Infrastructure or infrastructure belonging to any other person located beyond the Connection Point (excluding the Water Meter); or
- (e) any illegal connections; or
- (f) any services installed contrary to requirements under the Act; or
- (g) the provision of facilities and parts for the repair of any goods supplied to You pursuant to this Contract.

8 TASWATER WARRANTIES

We will provide Services:

- (a) exercising due care and skill; and
- (b) in a proper and workmanlike manner and to a standard expected of a member of the water and sewerage industry in Tasmania; and
- (c) so that the Service complies with the applicable Health Regulations; and
- (d) so that the Service complies with applicable Environmental Regulations.

9 WATER METER INSTALLATION, TESTING AND MAINTENANCE

9.1 Water Meter installation and maintenance

In addition to our rights in the Act, we will install, read, test and maintain a Water Meter at your property. In accordance with the Act, the installed Water Meter remains our property and we may charge You for the cost of repair or replacement of it, if You wilfully or negligently

damage the Meter.

9.2 Access to the Water Meter

We may enter your property without notice for the purpose of reading, testing, inspecting, maintaining and replacing the Meter between the hours of 7am and 7pm on any day, unless we determine that an emergency exists.

9.3 Water Meter readings

Where your property has a Water Meter installed and owned by us, we will measure the quantity of Water supplied to You based on the Water Meter reading.

10 FACTORS AFFECTING SERVICE

10.1 Unplanned Interruptions

Your Services may be interrupted in the event of:

- (a) an emergency; or
- (b) a situation where we need to avert danger to any person or property.

If an Unplanned Interruption occurs, we will minimise the inconvenience to You and restore the Services as soon as practicable.

We will provide information about any Unplanned Interruption through a 24 hour telephone facility, including advising callers of the estimated restoration time.

10.2 Planned Interruptions

If there is a Planned Interruption to Services, we will minimise the inconvenience to You and restore the Services as soon as practicable.

Where practicable, we will provide You with two Business Days' written notice of the Planned Interruption or publish a notice in a newspaper circulating generally in the area in which the Planned Interruption is to take place detailing:

- (a) the extent, reason and time of the Planned Interruption; and
- (b) the time at which, or circumstances, if any, when the Services will return to normal.

If You are registered with us as a Special Needs Customer then we will contact You at least four Business Days before a Planned Interruption, unless You request a longer period of notice and it is reasonable and practical for us to accommodate your request.

10.3 Minister's declaration

In accordance with the Minister's approval under the *Water Management Act 1999* (Tas), we may interrupt, limit or place restrictions on the supply of our Water Service to You if the Minister declares a Water supply emergency. You must comply with our supply conditions during this time.

10.4 Water shortages

We may reduce or restrict the supply of our Water Services to You, if:

- (a) there is a shortage of Water which impacts on our ability to supply the quantity of Water which we would otherwise supply to You; or
- (b) for any other unavoidable cause, we are unable to supply the quantity of Water which we would otherwise supply to You; or
- (c) we believe that the reduction or restriction is necessary to avoid future Water shortages.

We will provide You written notice of the proposed reduction or restriction to the supply of our Water Services to You or publish a notice in a newspaper circulating generally in the area in which the proposed reduction or restriction is to take place detailing:

- (d) the extent, reason and time of the proposed reduction or restriction; and
- (e) the time at which, or circumstances, if any, when the Service will return to normal.

If You are registered with us as a Special Needs Customer then we will contact You at least four Business Days before the proposed reduction or restriction of the supply of our Water Services to You, unless You have requested a longer period of notice and it is reasonable and practical for us to accommodate your request.

We will make all reasonable attempts so that, so far as is reasonably practical:

- (f) if You are a Special Needs Customer, You will continue to have Services provided despite the reduction or restriction; and
- (g) any inconvenience to You is minimised; and
- (h) if You are a Special Needs Customer, the provision of Services to You and/or the resumption of your Services following the interruption, takes priority, if necessary, over the needs of other Customers.

11 DISCONNECTION OR RESTRICTION OF SERVICES

11.1 Disconnection or restriction of Water supply for non-payment for non-residential premises

(a) If your property is a non-residential premise and You:

- (i) fail to pay your Account by the due date; and
- (ii) have failed to make alternate arrangements for payment;

we may Disconnect or restrict the supply of Water to your property in accordance with clause 11.2 (Notice of Disconnection or restriction of supply of Water for non-residential premises) and clause 11.7 (Restoration of supply after restriction or Disconnection).

(b) We will not take action to restrict the supply of Water to your property before we give You notice under clause 11.2 (Notice of Disconnection or restriction of supply of Water for non-residential premises).

11.2 Notice of Disconnection or restriction of supply of Water for non-residential premises

(a) If your property is a non-residential premise and You fail to pay your Account by the due date, we will, within seven days after that due date, send You a reminder notice. This reminder notice will be sent to You in the same manner in which Accounts are sent to You under clause 12.3 (How Accounts are sent).

(b) If You fail to pay the amount specified in the reminder notice by the due date specified in that reminder notice, we may issue You a notice of Disconnection or restriction detailing:

- (i) the extent and reason of the proposed restriction or Disconnection; and
- (ii) the time at which the restriction or Disconnection is to occur; and
- (iii) the time at which, or the circumstances, if any, in which the Service will cease to be restricted or Disconnected.

11.3 Notice of restriction of supply of Water for residential premises

(a) We may restrict the supply of Water Services to your property if it is residential premises and You have not paid a debt due in respect of the supply of the Water Service to your property. If You fail to pay your Account by the due date, within seven days after that required due date we will send You a reminder notice in accordance with the Code. This reminder notice will be sent to You in the same manner in which Accounts are sent to You under clause 12.3 (How Accounts are sent).

- (b) If You fail to pay the amount specified in the reminder notice by the due date in that reminder notice, and we subsequently decide to restrict the supply of the Water Service to your property, we will issue You a notice of restriction detailing:
- (i) the extent and reason of the proposed restriction; and
 - (ii) the time at which the restriction is to occur; and
 - (iii) the time at which, or the circumstances, if any, in which the Water Service will cease to be restricted.

11.4 Minimum Flow Rate during restriction

If we restrict the supply of Water to You, we will provide a supply of Water no less than two litres per minute at the tap nearest the Meter or, if no Meter is installed, at the tap nearest the Connection Point.

You should contact us if You believe the restriction will cause a health hazard.

11.5 Disconnections or restrictions of Services for other reasons

We may also Disconnect the supply of your Sewerage Service if:

- (a) a Planned Interruption in relation to the property is required; or
- (b) You have requested or agreed to the Disconnection or restriction; or
- (c) we suspect on reasonable grounds that You have committed an offence relating to safety in respect of our Infrastructure; or
- (d) we suspect on reasonable grounds that You have committed an offence relating to illegal use of our Infrastructure; or
- (e) we suspect on reasonable grounds that You have taken or diverted, or are taking or diverting, Water or Sewage from our Infrastructure without our authority; or
- (f) we are satisfied on reasonable grounds that You have engaged in conduct that has interfered with the supply of Services to other Customers or have jeopardised the safety of our Infrastructure.

We may only Disconnect the supply of a Water Service to your premises if one or more of clauses 11.5(a) to (f) are have been satisfied or:

- (g) You a Customer of ours in respect of premises that are not residential premises; and
- (h) You have not paid a debt that is due in respect of the supply of the Water Service to the premises.

We may only restrict the supply of Your Water Service in respect of premises that are residential premises if one or more of clauses 11.5(a) to (f) are have been satisfied or You have not paid a debt due in respect of the supply of a Water Service to the premises.

11.6 Limitations on Disconnections or restriction

Except for an Unplanned Interruption, we will not take steps to restrict or Disconnect Services to your property:

- (a) without giving You notice under clauses 11.2 (Notice of Disconnection or restriction of supply of Water for non-residential premises) and clause 11.3 (Notice of restriction of supply of Water for residential premises); or
- (b) if You registered with us as a Special Needs Customer in accordance with clause 4.8 (Special Needs Customers); or
- (c) if You are experiencing financial hardship and have entered into payment assistance arrangements with us and You are complying with those arrangements; or
- (d) on a Friday, public holiday, weekend, day before a public holiday, or after 3.00pm; or
- (e) if we believe that the restriction or Disconnection will cause a hazard having taken into consideration the consequences of the restriction or Disconnection to health, safety, the environment and any of your concerns; or
- (f) if it is a day of total fire ban declared by the Tasmanian Fire Service in the area where your property is located.

11.7 Restoration of supply after restriction or Disconnection

When the reasons for the Disconnection or restriction no longer exist we will restore the Services to You as soon as practicable.

12 YOUR ACCOUNT

12.1 When will your Account be sent?

Subject to clause 13.4 (Undercharging) and clause 13.5 (Overcharging), an Account we issue You for the Services we provide to You:

- (a) must be issued within 30 days of the conclusion of the Billing Period to which the Charges in the Account relate; but
- (b) may be issued at any time during a Billing Period to which the Charges in the Account relate.

Your Account may include:

- (c) a Variable Water Charge;
- (d) a Fixed Sewerage Charge;
- (e) a Fixed Water Charge;
- (f) Trade Waste Charges;
- (g) any other Charges set out in our Price and Service Plan;
- (h) a Service Charge.

Some of our Charges may be imposed in advance.

Some of our Charges are subject to GST.

12.2 What information is on your Account?

Your Account will state:

- (a) the date the Account was issued;
- (b) your name, billing address and Account Number;
- (c) the address of your property and the Billing Period to which the Charges in the Account relate;
- (d) if a Water Meter is installed at your property, the details of any Water Meter reading (whether it is a Special Meter Reading or not) to which the Account relates, including the Meter registration number and the date the Water Meter was read, or if the reading is an estimation, a clear statement that the reading is an estimation;
- (e) if a Water Meter is installed at your property, the average daily rate of Water use at the property to which the Account relates;
- (f) if your property is a residential premises, a graphical illustration of your current Water usage. If the data is available, the graphical illustration will include your usage for each Billing Period over the past 12 months and a comparison of your usage for the same period in the previous year;
- (g) the total amount of money You are required to pay, with each Charge payable under this Contract separately itemised on the Account;
- (h) the date by which You are required to pay the Account;
- (i) the options for payment that are available to You;

- (j) the services and options that we are able to offer You if You are experiencing financial difficulties;
- (k) details of our Enquiry facility, including a 24 hour Service difficulties and faults telephone service number;
- (l) interpreter services we offer;
- (m) any outstanding credit or debit from previous Accounts;
- (n) any payments made by You to us since the previous Account was issued;
- (o) any available concessions and discounts and any concession or discount You are entitled to;
- (p) any adjustments that have been made to the amount otherwise owed in respect of the Account, including refunds, underpayments, concessions and discounts;
- (q) information about any interest that may be charged on any outstanding amount on your Account, including the applicable rate of interest and the date from which interest may be applied; and
- (r) the amount You are required to pay for the previous Billing Period in respect of the property.

12.3 How Accounts are sent

You may nominate a postal address or, alternatively, an email address to which your Account should be sent.

If You have provided us with an email address, You agree that we will send your Account to that address unless You request otherwise.

If You have not provided us with an email address, we will send your Account to the postal address of the property to which the Charges relate, or your last known postal address.

Your Account will be considered delivered to You if it is sent by one of those means outlined above.

12.4 How payments can be made

You may pay your Account by any of the following methods:

- (a) direct debit;
- (b) electronic means;
- (c) mail;

- (d) in person at a network of agencies or payment outlets;
- (e) through a facility provided by a provider of income support (if any).

You may also choose to pay your Account in advance, including periodic payments in advance, using any of the above payment methods.

13 WHAT YOU PAY

13.1 Responsibility to pay the Account

You must pay us the amount of your Account by the due date specified, unless the amount is in dispute and has not been resolved in accordance with our Complaints, Enquiries and Disputes Management Policy, available on our website at www.taswater.com.au.

13.2 Concessions

- (a) You may be entitled to a concession pursuant to the *Water and Sewerage Industry (Community Service Obligation) Act 2009* (Tas). You must apply to us for the concession and establish your eligibility.
- (b) If You are eligible, we will ensure that the concession is granted from the date on which your application for concession was lodged and You must pay your Account less the concession.
- (c) To obtain information on whether You are eligible see our website (www.taswater.com.au) or contact us.

13.3 Overdue Account balances

We may charge You interest at the Reference Rate +6% on overdue Account balances.

The interest will accrue on a daily basis and will be calculated by applying the Daily Rate to the amount outstanding commencing on the day after the due date of your Account until the overdue amount is paid in full (with both days inclusive).

If not paid by You, interest will capitalise every 90 days. Unless payment is accepted by us on other terms, any part payment by You of an outstanding amount will go to reduce the amount of interest first.

13.4 Undercharging

If You have been undercharged as a result of our error, we may adjust your next Account to recover the undercharged amount if:

- (a) except in the case of Fraud, the amount to be recovered is limited to the amount undercharged in the 12 months prior to us first becoming aware that You had been undercharged; and
- (b) the amount to be recovered is listed as a separate item on your next Account issued after we become aware of the undercharge, or on an Account specific to the undercharged amount and issued to You other than as part of a regular sequence of Accounts; and
- (c) except in the case of Fraud, an explanation is provided by us on your Account referred to in clause 13.4(b) as to how the undercharging occurred and how the amount owing has been calculated; and
- (d) except in the case of Fraud, we allow, where the total period in which You were undercharged was a period of 30 days or less, for You to pay the amount to be recovered over a 30 day period, which ends not less than 30 days after the day on which the Account, referred to in clause 13.4(b), is sent to You; and
- (e) except in the case of Fraud, we allow, where the total period in which You were undercharged was a period of more than 30 days, You to pay the amount to be recovered over a time period at least equal to that period in which undercharging occurred, up to a maximum of 12 months and beginning on the day on which the Account, referred to in clause 13.4(b), is sent to You; and
- (f) we allow You to pay the amount to be recovered through our flexible payment plan in accordance with clause 15.2 (Flexible payment plans).

13.5 Overcharging

If You have been overcharged due to our error, or inaccurate metering by us, we will:

- (a) inform You within 10 Business Days of becoming aware that You have been overcharged; and
- (b) refund You the amount overcharged, together with any interest payable, in accordance with any reasonable instructions which You provide to us.

Where we receive no reasonable instructions for refund from You, then we will credit the amount overcharged, together with any interest payable, to your next Account.

The applicable interest rate we will pay on a refund on an overcharged amount is the Reference Rate + 6%.

The interest will accrue on a daily basis and will be calculated by us by applying the Daily Rate to the amount You have been overcharged. If not paid to You, interest will capitalise every 90 days.

Where interest is paid by us on a refund to You of an overcharged amount, interest will accrue from the date we received payment of the amount overcharged to the date we refund to You that amount or the date we credit the amount overcharged to your Account in full.

14 THE AMOUNT THAT WE CHARGE YOU

14.1 How are prices determined?

The Regulator has approved, in its Price Determination, our Charges as set out in our Price and Service Plan.

14.2 How are our Charges varied?

Our Charges may vary for each financial year as set out in our Price and Service Plan.

14.3 Other fees and Charges

- (a) We may only charge You up to the maximum amount for a number of miscellaneous fees as set out in our Price and Service Plan.
- (b) We may also charge You other fees, Charges and amounts where we are entitled to do so under the Act or in the event any tax, levy or duty is imposed or passed onto us by any Government, including without limitation GST, carbon tax, or an environmental tax or any similar tax, levy or duty.

14.4 Dishonoured or declined payments

If payment of your Account is dishonoured or declined, we may recover from You an amount charged by our financial institution. We may include this amount in the next Account issued to You, or where we are not going to send You another Account, in an Account sent to You otherwise than as part of a regular sequence of Accounts.

15 WHAT CAN YOU DO IF YOU ARE UNABLE TO PAY YOUR ACCOUNT

15.1 Are You experiencing financial hardship?

If You are experiencing financial hardship You should contact us and we will provide You with information about the options available to assist You under our Financial Hardship Policy.

15.2 Flexible payment plans

- (a) Subject to clause 15.3 (Eligibility for flexible payment plans), we will offer You a flexible payment plan having regard to your capacity to pay and the pattern of your consumption of Services.
- (b) A flexible payment plan will:
 - (i) include how the total amount to be paid has been calculated; and
 - (ii) confirm the period over which You will pay the agreed amounts; and
 - (iii) specify the amount to be paid in each instalment; and
 - (iv) be able to be renegotiated at your request if there is a demonstrable change in your financial circumstances; and
 - (v) enable You and us, by agreement, to adjust the instalments required to be paid to account for the liability arising from your consumption of Water Services or Sewerage Services after the flexible payment plan has been entered into, if instalments are over a period of more than three months; and
 - (vi) be confirmed in writing to You prior to, or as soon as practicable after, the flexible payment plan commences.

15.3 Eligibility for flexible payment plans

We are not required to offer to enter into a flexible payment plan with You if:

- (a) within the previous 12 month period You have entered into more than two flexible payment plans with us and failed, without reasonable excuse, to comply with the terms and conditions of the flexible payment plans; or
- (b) You have entered into more than three flexible payment plans with us and failed, without reasonable excuse, to comply with the terms and conditions of the flexible payment plans.

15.4 Term of your flexible payment plan

Your flexible payment plan commences when You make your first payment to us and continues to be in force until payments under the flexible payment plan are completed.

16 YOUR RESPONSIBILITIES

16.1 Your Water System

You as property Owner are responsible for maintaining all of the pipes and fittings between our Water Infrastructure and the building and/or taps on the property (which together comprise Your Water System) and any damage caused by the failure of Your Water System. If your property has a connection to our Water Infrastructure that is 25 millimetres or greater, You must supply, install, commission, maintain and, if required, repair and/or replace a Backflow Prevention Device that is approved by us on Your Water System. For the avoidance of doubt the Backflow Prevention Device will be owned by You.

16.2 Your Sewer System

You as property Owner are responsible for maintaining all sewer pipes and fittings within the property up to the Connection Point (which together comprise Your Sewer System).

16.3 Altering and unauthorised connection or use

You must not wrongfully:

- (a) take, use or divert any Water supplied by us; or
- (b) interfere with the operation of a Meter or prevent it from registering the quantity of Water supplied by us; or
- (c) discharge any substance into a System owned by us.

You must obtain our consent before carrying out any activity that may cause destruction of, damage to, or interference with our System.

16.4 Leaving, selling, or leasing your property

You must notify us at least five days before You vacate, sell or lease your property to another person.

17 LIABILITY**17.1 Conditions and warranties of the Contract**

Except as otherwise provided in this Contract or prohibited by law, all other terms, conditions, or warranties implied by law (except those statutory guarantees implied pursuant to the Australian Consumer Law), custom, or usage are excluded.

Despite any other provision of this Contract, nothing in this Contract is to be read as excluding, restricting or modifying the application of the Australian Consumer Law which cannot be excluded, restricted or modified.

Notwithstanding any other provision of this Contract, our liability, if any, for anything arising out of or in connection with the provision of any Service under this Contract (including a breach of a guarantee or warranty implied by the Australian Consumer Law in relation to the supply of any Service, not of a kind ordinarily acquired for personal, domestic or household use or consumption) is limited, at our option, to:

- (a) the supplying of the Service again; or
- (b) the payment of the cost of having the Service supplied again.

Notwithstanding any other provision of this Contract, our liability, if any, for anything arising out of or in connection with the supply of goods under this Contract (including a breach of a guarantee or warranty implied by any law (including any Legislative Requirements), except for any guarantee or warranty implied by sections 51, 52 or 53 of the Australian Consumer Law, in relation to the supply of any goods, not ordinarily acquired for personal, domestic or household use or consumption) is limited, at our option, to the:

- (c) replacement of the goods or the supply of equivalent goods;
- (d) repair of the goods, however we cannot provide facilities and parts for the repair of any goods supplied to You by us pursuant to this Contract;
- (e) payment of the cost of replacing the goods or of acquiring equivalent goods; or
- (f) payment of the cost of having the goods repaired.

18 WHEN DOES MY CONTRACT TERMINATE?

18.1 Termination of this Contract

This Contract will terminate if You cease to be covered as described in clause 2.2 (Who is covered by this Contract?) for any reason.

The termination of this Contract does not affect any of your or our rights or obligations that accrue prior to termination.

19 WHAT CAN YOU DO IF YOU ARE NOT HAPPY WITH OUR SERVICES?

19.1 Complaints

If You are not satisfied with the solution offered or action taken by us, which includes if You believe the Water Meter is not accurate, You may make a complaint in accordance with our Complaints, Enquiries and Disputes Management Policy, which is available on our website at www.taswater.com.au.

20 PRIVACY

We will treat your personal information in accordance with our obligations under the *Personal Information Protection Act 2004* (Tas) and the *Privacy Act 1988* (Cth).

SCHEDULE 1 – DEFINITIONS

Account means an account as defined in the *Water and Sewerage Industry (Customer Service Standards) Regulations 2009* (Tas).

Account Number means the number assigned to record your use of a Service provided by us and debits and credits in respect of the property.

Act means the *Water and Sewerage Industry Act 2008* (Tas).

Australian Consumer Law means the law as set out in Schedule 2 of the *Competition and Consumer Act 2011* (Cth).

Australian Drinking Water Guidelines means the current version of the Australian Drinking Water Guidelines published by the National Health and Medical Research Council.

Backflow Prevention Device means protection against the reverse flow of liquid within a piped plumbing system which could cause contaminants being drawn into our Water Infrastructure.

Billing Period has that same meaning as in the *Water and Sewerage Industry (Customer Service Standards) Regulations 2009* (Tas).

Blockage means a block, leak, burst or spill in our Sewerage Infrastructure.

Break means a block, leak, burst or spill in our Water Infrastructure.

Business Day means a day that is not a Saturday or a Sunday or a public holiday or a statutory holiday as defined in the *Statutory Holidays Act 2000* (Tas) in Hobart.

Category 1 Trade Waste customer means a Customer discharging low volume and low impact Trade Waste which is minimal risk to the Sewerage Infrastructure and can be managed through cleaner production methods and/or the installation of pre-treatment devices approved by us.

Category 2 Trade Waste customer means a Customer discharging low to medium volume and low impact Trade Waste which requires installation of a pre-treatment system approved by us at the source to make it acceptable for discharge to the Sewerage Infrastructure, and includes those Customers in subcategories 2A, 2B and 2C as set out in our Price and Service Plan.

Charge includes the charges set out in clause 12.1 (When will your Account be sent?), a one-off fee or charge, a Volumetric Charge, a fee that is payable periodically, a scale of fees or charges and an amount of money determined using a method of calculation or by application of a policy.

Code means a code issued under section 57 of the Act.

Connection Point means the point at which your pipes connect with the Water Infrastructure or

Sewerage Infrastructure or such other point as may be prescribed in the Regulations made and in force under the Act.

Connection Policy means the policy developed by us pursuant to section 56U of the Act which forms part of our Price and Service Plan.

Consent means the specific terms and conditions that must be complied with in order for us to accept discharge of Trade Waste to our Sewerage Infrastructure from Category 1 Trade Waste customers or Category 2 Trade Waste customers specified in Schedule 2, in addition to any general terms and conditions of this Contract that are not inconsistent with those terms and conditions.

Contract means this document and includes any schedules, appendices and annexures to this Contract.

Customer means a person referred to in clause 2.2 (Who is covered by this Contract?).

Daily Rate means the Reference Rate plus 6% divided by 365.

Disconnect means to physically prevent the flow of Water or Sewage.

Enquiry means a written or verbal approach You make which can be satisfied by us providing written or verbal information, advice, assistance, clarification, explanation or referral about a matter.

Environmental Regulations means requirements under the *Environmental Management and Pollution Control Act 1994* (Tas) and associated legislation.

Financial Hardship Policy means a financial hardship policy required under the *Water and Sewerage Industry (Customer Service Standards) Regulations 2009* (Tas).

Fixed Sewerage Charge means a recurrent charge for the provision of a regulated Sewerage Service to a Customer but not including a Variable Charge or a Trade Waste Charge.

Fixed Water Charge means a recurrent charge for the provision of a regulated Water Service to a Customer but not including a Variable Charge.

Fraud means dishonest activity causing actual or potential financial loss to us including but not limited to theft of money or property. Fraud usually involves deception including the deliberate falsification, concealment, destruction or use of falsified documentation or the improper use of information or position. The theft of property belonging to us but where deception is not used is also considered fraud. The concept of fraud can involve fraudulent or corrupt conduct by internal or external parties targeting us or fraudulent or corrupt conduct by us itself targeting external parties.

GST means goods and services tax within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Health Regulations means the regulation of health, public safety and monitoring with respect to the supply of drinking Water by the Director of Public Health, the *Public Health Act 1997* (Tas), the *Fluoridation Act 1968* (Tas) and associated subordinate legislation.

Infrastructure means Water Infrastructure or Sewerage Infrastructure.

Limited Water Supply Customer means a Customer that:

- (a) is connected to a Water main that periodically does not contain Water under positive pressure; or
- (b) has a connection designed to provide low or intermittent flow, such as where the Customer has been required to install, operate and maintain an individual tank or pump; or
- (c) is connected to a non-reticulation Water main that is subject to significant pressure variations due to either:
 - (i) a pumped supply where the low pressure is below 50kPa and the high pressure is above 500kPa; or
 - (ii) an inlet supply to a trunk reservoir such that when the reservoir inlet valve is open the pressure is below 50kPa; or
 - (iii) receiving a supply of Water that we determine to be inadequate.

Limited Water Quality Customer means a Customer receiving Water from a supply which has a permanent boil Water alert in place or a Customer receiving Non-potable Water from a supply that we have declared to be non-potable.

Meter has the same meaning as defined in the Act.

Minimum Flow Rate means the Water flow rate as detailed in our Price and Services Plan.

Minimum Pressure means the minimum pressure as detailed in our Price and Service Plan.

Minister means the Minister for Primary Industries and Water.

Non-potable Water means Water that, on the basis of both health and aesthetic considerations, does not comply with the health guideline values contained in the Australian Drinking Water Guidelines and is therefore not suitable for drinking or culinary purposes.

Occupier has the same meaning as defined in the Act.

Owner means the person(s) who holds the freehold interest in any land that is connected to Infrastructure or that a Service is available to from Us.

Planned Interruption, in relation to a property, has the same meaning as defined in the *Water and Sewerage (Customer Service Standards) Regulations 2009* (Tas).

Price and Service Plan means our price and service plan approved by the Regulator under section 65 of the Act.

Price Determination means the Regulator's Price Determination for the period 1 July 2018 to 30 June 2021 published on 30 April 2018.

Reference Rate refers to the to the monthly 90-day bank accepted bill rate published by the Reserve Bank of Australia. The rate to apply in each quarter is the rate for the second month preceding the start of each new quarter. The reference rate will apply from the first Business Day of each new quarter up to and including the last business day of that quarter. The reference rate for the next quarter must be published on our website two weeks before the start of that quarter.

Regulation means any regulation pursuant to statute and includes the *Water and Sewerage Industry (General) Regulations 2009* (Tas).

Regulator means the Tasmanian Economic Regulator within the meaning of the *Economic Regulator Act 2009* (Tas).

Security Deposit means an amount not greater than 37.5 per cent of your annual bill, based on your previous billing history or the average use of a comparable Customer over a comparable period.

Service means the provision of a Water Service or a Sewerage Service by us.

Service Charge means a charge levied on a Customer under section 68A of the Act in relation to a property which may be connected or unconnected to either Water Infrastructure or Sewerage Infrastructure.

Sewage means the waste matter which passes through sewers and includes Trade Waste.

Sewerage Infrastructure has the same meaning as defined in the Act.

Sewerage Service has the same meaning as defined in the Act.

Special Needs Customer means a Special Needs Customer as determined by us or the Regulator as having special needs in accordance with clause 4.9 (Special Needs Customers) of this Contract.

System means our Water Infrastructure or Sewerage Infrastructure.

Trade Waste has the same meaning as defined in the Act.

Trade Waste Charge means a recurrent charge for the acceptance of Trade Waste from a Customer but does not include a Fixed Sewerage Charge.

Unplanned Interruption has the same meaning as defined in the *Water and Sewerage (Customer Service Standards) Regulations 2009* (Tas).

Variable Charge means a charge, for a regulated Service, that varies according to the volume of the Water delivered to, or Sewage removed from, the property to which the charge relates.

Water has the same meaning as defined in the Act.

Water Infrastructure has the same meaning as defined in the Act.

Water Service has the same meaning as defined in the Act.

We, our or us means TasWater its officers, employees, agents and contractors.

Your Infrastructure means Your Sewer System and Your Water System.

Your Sewer System is defined in clause 16.2 (Your Sewer System).

Your Water System is defined in clause 16.1 (Your Water System).

You means a person who is a Customer.

INTERPRETATION

In this Contract, the following rules of interpretation apply:

- (a) A reference to:
 - (iv) one gender includes the others;
 - (v) the singular includes the plural and the plural includes the singular;
 - (vi) a person includes a body corporate;
 - (vii) a party includes the party's executors, administrators, successors and permitted assigns;
 - (viii) a statute, regulation or provision of a statute or regulation (**Statutory Provision**) includes:
 - (ix) that Statutory Provision as amended or re-enacted from time to time;
 - (x) a statute, regulation or provision enacted in replacement of that Statutory Provision; and
 - (xi) another regulation or other statutory instrument made or issued under that Statutory Provision; and
 - (xii) money is to Australian dollars, unless otherwise stated.
- (d) "Including" and similar expressions are not words of limitation.
- (e) A reference to a clause or schedule is a reference to a clause of or a schedule to this Contract.
- (f) A reference to a Contract or document (including, without limitation, a reference to this

Contract) is to this Contract or document as amended, novated or replaced.

- (g) 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.
- (h) Headings and any table of contents or index are for convenience only and do not form part of this Contract or affect its interpretation.
- (i) A provision of this Contract must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Contract or the inclusion of the provision in this Contract.
- (j) If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.
- (k) If there is any inconsistency between this Contract and any law, the law will prevail to the extent of the inconsistency.

SCHEDULE 2 - CONSENT

Conditions

1. Non-Acceptance of Trade Waste

You must not discharge any substances that do not comply with the Regulation, the Act, any other law, this Consent because conditions of this Consent have not been met or otherwise; or that are:

- (a) flammable and/or explosive substances;
- (b) radioactive substances (other than in accordance with the Radiation Protection Act 2005);
- (c) infectious wastes such as medical, clinical, veterinary or other
- (d) pathological wastes that may pose a threat to human health;
- (e) genetically engineered organisms;
- (f) persistent and/or toxic substances;

2. Pre-treatment

- (a) Where You are a Category 2 Trade Waste Customer You must have installed Pre-treatment Equipment to pre-treat and manage the Trade Waste from your property before it's discharged to our Sewerage Infrastructure.
- (b) This Pre-treatment equipment:
 - (i) can be existing, where it is accepted by us; or
 - (ii) can be new Pre-treatment Equipment as accepted by us, including requirements regarding the dates for installation and operation;
 - (iii) must be designed, installed and operated as per legislative requirements and manufacturers specifications;
 - (iv) design and specification documentation must be provided to our satisfaction if requested by us; and
 - (v) must be modified, replaced or repaired as directed by us if it is apparent to us it is inadequate, outdated, faulty or requires replacement.

3. Maintenance

- (a) All Pre-treatment Equipment, together with any other plant or Infrastructure associated with the Trade Waste, must be maintained in good and efficient working order to our satisfaction.
- (b) Where specific Maintenance requirements for Pre-treatment Equipment are required by us, those requirements must be complied with.
- (c) Trade Waste residues removed from any part of the Property must be disposed of in accordance with the law and to our satisfaction.
- (d) Records of Maintenance and cleaning of Pre-treatment Equipment, including the dates and methods of disposal of Trade Waste residue, must be made on a continuous basis, kept for a period of not less than 3 years after they are made and provided (upon request) to us.

4. Monitoring

- (a) You must conduct Monitoring at the relevant locations required by us, with any equipment and in accordance with any other requirements, we require.
- (b) We may from time to time; direct You to undertake new, additional or modified Monitoring and You must comply with any such direction.
- (c) You must maintain records of Monitoring in accordance with our direction.
- (d) The results of the analysis must be submitted to us within one week of the results being received. All laboratory results and flow volumes, if required, are to be submitted as requested by us.

5. Inspection

You will allow a water and sewerage officer access to your property generally, and;

- (a) any Pre-treatment Equipment and any works associated with the creation, treatment, conveyance and discharge of Trade Waste;
- (b) any records, samples or other information relating to the maintenance or monitoring;
- (c) to take further samples or carry out inspections as we think fit. Additionally a water and sewerage officer must be given all assistance that is reasonably requested and must not be impeded by any person at the property.

6. Directions of Corporation

You must comply with any written or verbal notice or direction from us in accordance with the rights and obligations under the Customer Contract. In this Consent, any reference to a notice or direction to be given by us or any power, right or discretion expressed in favour of us, will be effectively given or exercised by any officer, employee or agent of us and must be complied with by You.

7. Customer must Notify

You must give not less than 30 days' written notice to us of any of the following events:

- (a) any change to the business conducted which may materially affect the Trade Waste discharge;
- (b) any intended change to the method of Pre-treatment;
- (c) any proposed transfer, sale or closure of the business or any proposal to cease possession of any part of the Premises;

8. Significant events

You must notify us as soon as practicable by telephone and then in writing within 48 hours, of the happening of any of the following events:

- (a) any major breach of this Consent;
- (b) any event which has already, or is likely to, cause material or detrimental impact to human health, the environment generally, property, or the Sewerage Infrastructure; and
- (c) that written notice must include details of the cause of the event, remedial actions that have or will be taken, together with actions proposed to ensure that the risk of the event occurring again is addressed, all to our satisfaction.

9. Powers and Obligations

- (a) Where obligations are imposed on You, You must ensure that any officer, employee, agent or any other party associated with You, complies with such obligations and any failure to comply by such other party will constitute a breach of this Consent by You.
- (b) This Consent will not operate to limit or fetter in any way, any power, right or discretion we have arising under the Act, Regulation or any other law.

10. Definition/Terminology

"Act" means the Act as defined in the Contract.

"Consent" means Consent as defined in the Contract.

"Maintenance" means any maintenance to be undertaken by You pursuant to the Consent.

"Monitoring" means any Monitoring to be undertaken by You pursuant to the Consent.

"New Pre-treatment Equipment" means any new Pre-Treatment Equipment specified by us to be installed by You.

"Pre-treatment" means any actions or works to be undertaken by You in respect of treating or managing of Trade Waste prior to its discharge.

"Regulation" means Regulation as defined in the Contract

Particulars of Consent

Section 1		Consent Details	
TasWater Ref:	Trade Waste Number	Install No.	Gentrack Installation No.
Type of Business:	Café/Restaurant	Trade Waste Code	eg MP01
Customer Category:	2A		
Issue Date:	1 July 2015		

Section 2		Property Details (Property from which Trade Waste is discharged to sewer)	
Property Address:			
	Suburb		Post Code

Section 3		Trade Waste Customer (Property Owner)	
Name:			
Property Address:			
	Suburb		Post Code
Contact Numbers:	(H)	(B)	(M)
Email:			

Section 4		Trade Waste Business Details	
Business Name(s):			
Postal Address:			
	Suburb		Post Code
Contact Numbers:	(H)	(B)	(M)
Email:			

Section 5		Consent to Discharge	
	<p>This Consent authorises the Customer to discharge Trade Waste into the Sewerage Infrastructure of the corporation strictly in accordance with:</p> <ul style="list-style-type: none"> The conditions of this consent. All details and requirements set out in Schedule 1. 		
	<p>Authorised Delegate on behalf of the corporation</p>		
	Signature		
	Name		
	Title:		

Part 1		Trade Waste Charges (Maximum)		
Trade Waste Category	Financial Year			
	FY2018/19	FY2019/20	FY2020/21	
Trade Waste Tariff:	1	572.29	598.62	626.15
	2A	938.06	981.21	1,026.35
	2B	1,316.33	1,376.88	1,440.22
	2C	1,974.16	2,064.97	2,159.96

Part 2		Existing Pre-Treatment			
Device	Fox First Flush Stormwater Diversion System	Capacity	N/A	Identifier	
Device	Holding Tank (underground)	Capacity	3000L	Identifier	
Device	Clearmake Oil Water Separator	Capacity	1000L	Identifier	12180
Notes	*Diversion system treats 250m2 unroofed areas of site used for storing vehicles				

Part 3		New Pre-Treatment Requirements			
The Owner must install a pre-treatment devices as needed in this table. Within the timeframe (date of Commissioning) specified by TasWater.					
Device		Capacity		Identifier	
Device		Capacity		Identifier	
Device		Capacity		Identifier	
Deadline for installation and Commissioning of new Pre-treatment System					

Part 4		Maintenance Requirements			
Device	First Flush Stormwater Diversion System	Frequency	52 weeks		
Device	Holding Tank (underground)	Frequency	26 weeks		
Device	Clearmake Oil Water Separator	Frequency			
Documentation of waste removal and cleaning of Pre-Treatment Equipment must be kept in accordance with the conditions of Consent.					
Special Conditions					