



## Price and Service Plan 2018-21

### Customer Contract

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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 ~~Words used in this Contract~~

#### 1.1 ~~Some of the~~What do words used in this Contract mean?

Terms used in this Contract have a special meaning. The same meanings are set out as they have in the Act, Regulations and Code. For convenience, an explanation of some terms is given in Schedule 1 at the end of this Contract.

## 2 WHAT THE PARTIES

### 2.02.1 ~~What is a Customer Contract and who is covered by it?~~

#### ~~What is a Customer Contract~~

The Contract is between ~~us~~:

Tasmanian Water and ~~you~~.

(a) ~~This Contract~~ Sewerage Corporation Pty Limited ACN 162 220 653 (**TasWater**) (in this Contract referred to as 'we', 'our' or 'us') who provides the terms under which we provide Services to You, where available, ~~Services to you. The; and~~

You, the Customer to whom this Contract applies (in this Contract also sets out rights and obligations including your rights in any dispute with us.

(b) ~~This Contract is legally enforceable document and is a requirement of the Act. referred to as 'You').~~

### 2.12.2 ~~Who is covered by this Contract?~~

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

(a) the Owner and Occupier of a property that is ~~Serviced Land that is~~ connected to our

Infrastructure; or

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

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

- ~~(a)~~(d) clause 4 (What Water Services do we provide~~);?~~) apart from clause 4.2 (New Water connections to your property);
- ~~(b)~~(e) clause 5 (What Sewerage Services do we provide~~);?~~) apart from clause 5.2 (New sewerage connections to your property);
- ~~(c)~~(f) clause 6 (Trade Waste);
- ~~(d)~~(g) clause ~~89~~ (Water Meter installation, testing and maintenance);
- ~~(e)~~(h) clause ~~910~~ (Factors affecting Service); and
- ~~(f)~~(i) clause ~~1011~~ (Disconnection or restriction of Services).

### **2.22.3 Who is not covered by this Contract?**

You are not a Customer under this Contract ~~where-if:~~

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

### **2.32.4 When does this Customer Contract commence?**

- (a) Subject to the payment of any Security Deposit under clause 3 (~~Am-|Are You~~ required to pay ~~us~~ a Security Deposit?), this Contract commences on 1 July ~~2015~~2018.
- (b) ~~On its commencement,~~ this version of the Contract replaces any previous ~~Contract~~contract between ~~you~~You and us (~~unless-you;~~
  - ~~(i)~~(i) ~~You~~ have a separate agreement with us ~~\_~~ for example a non-standard ~~water~~Water or ~~sewer~~sewerage agreement under section 61 of the Act ~~\_~~ in which case that ~~contract~~other agreement will continue to apply~~);~~ or
  - (ii) ~~Unless~~ 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.

#### **2.42.5 Variations to How can this Contract be varied?**

We may vary this Contract as permitted by the Act.

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### **3 AM I ARE YOU REQUIRED TO PAY US A SECURITY DEPOSIT?**

#### **3.1 Circumstances when you are When can You be required to pay us a Security Deposit?**

In certain circumstances we may require [youYou](#) to pay us a Security Deposit. These circumstances are ~~contained~~[set out](#) in the ~~Customer Service~~ Code. We will comply with the ~~Customer Service~~ 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 the Security Deposit to us when we ask You to?**

If [youYou](#) do not comply with our requirement for [youYou](#) to pay us a Security Deposit [youYou](#) cannot enter into this Contract.

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### **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 ~~Planned Interruptions or an~~ Unplanned ~~Interruptions~~[Interruption](#) under ~~clauses 9~~[clause 10.1](#) (Unplanned Interruptions) ~~and 9~~[or a Planned Interruption under clause 10.2](#) (Planned Interruptions); or
- (b) where a declaration has been issued under clause ~~9~~[10.3](#) (Minister's declaration) or we have determined that the circumstances in clause ~~9~~[10.4](#) (Water shortages) apply; or
- (c) where we ~~are entitled to~~ restrict or Disconnect supply under clause ~~10~~[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 ~~is Serviced Land and~~;

(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) ~~if your property meets the requirements of connection specified by in our Connection Policy.~~

#### 4.3 ~~Potable~~ Water ~~Quality~~ 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 ~~Potable~~ Water to the Connection Point at your property:

~~(b) \_\_\_\_\_ exercising due care and skill; and~~

~~(c) \_\_\_\_\_ in a proper and workmanlike manner and to a standard expected of a member of the water and sewerage industry in Tasmania; and~~

\_\_\_\_\_ in accordance with ~~our statutory obligations; and~~ relevant warranties contained in clause 8 (TasWater Warranties).

~~(-) \_\_\_\_\_ that complies with the Health Regulations.~~

#### 4.54.4 ~~Non-Potable~~ potable Water

If ~~you~~ You are a Limited Water Quality Customer we will supply Non-~~Potable~~ potable Water to the Connection Point at your property:

~~(b)(a) \_\_\_\_\_ exercising due care and skill; and~~

~~(c)(b) \_\_\_\_\_ in a proper and workmanlike manner and to a standard expected of a member of the water and sewerage industry in Tasmania; and~~

\_\_\_\_\_ in accordance with ~~our statutory obligations; and~~

~~which~~ the relevant warranties contained in clause 8 (TasWater Warranties), except that the Non-potable Water is not suitable for consumption ~~and~~;

(c) \_\_\_\_\_ 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

(d) \_\_\_\_\_ at all (if the consumption of that Non-potable Water is subject to a notice not to consume the Non-potable Water).

~~(a) \_\_\_\_\_~~ Prior to entering into this Contract ~~you~~ You acknowledge and agree that:

we have specifically ~~brought this to your attention; and~~ made You aware:

- (e) ~~you~~ 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
- ~~(a)~~(f) 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
- (g) ~~(iii) — you~~ that You accept all risks associated with ~~any~~your use of the Non-Potablepotable Water.

#### 4.64.5 Water flow rate

We will ~~ensure that the Water we~~ supply Water to your property ~~is supplied~~ 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 ~~Planned Interruptions or an~~ Unplanned ~~Interruptions~~ Interruption under ~~clauses 9~~ clause 10.1 (Unplanned Interruptions) ~~and 9~~ or a Planned Interruption under clause 10.2 (Planned Interruptions); or
- (b) where a declaration has been issued under clause 910.3 (Minister's declaration) or where we have determined that the circumstances in clause 910.4 (Water shortages) apply; or
- (c) where we are entitled to restrict or Disconnect supply under clause ~~1011~~ (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~~You are a Limited Water Supply Customer.

#### 4.74.6 Water pressure

We will use our ~~best~~reasonable endeavours to ~~ensure that the Water we~~ supply Water to your property ~~is~~ at a Minimum Pressure at the Connection Point.

#### 4.84.7 Testing

If ~~you~~You believe that we are not complying with our obligations under clause ~~4.3(d8~~ (TasWater Warranties) or clause 4.5 (Water flow rate) ~~you~~You can make a request ~~in writing~~ to us to undertake relevant testing.

If testing indicates that we are complying with our obligations, ~~you~~You may be required to pay

the testing costs.

#### **4.94.8 Rectification after testing**

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

#### **4.104.9 Special Needs Customers**

~~If you~~You should notify us if You require Service for use of a dialysis machine or for other special health reasons or special needs ~~you should notify us.~~ If ~~you~~You are eligible to be classified as a Special Needs Customer, we will ~~include you on our list of Special Needs Customers and ensure that~~ make all reasonable attempts ~~are made~~in accordance with the Code to provide ~~a Water supply~~Services that ~~meets~~meet your reasonable health needs.

If ~~you~~You are a Special Needs Customer ~~you~~You will receive advance notification of any Planned ~~Interruptions~~Interruption to ~~the Water Service under~~Services in accordance with clause 910.2 (Planned Interruptions). In addition, we will make ~~best~~reasonable endeavours to contact ~~you~~You as soon as possible in the event of any Unplanned Interruptions to Services.

#### **4.114.10 Breaks ~~of you~~ in our Water System Infrastructure**

~~If you~~You should notify us if You become aware that your Water Service has been affected by a Break, ~~and you suspect that the Break is as a result of a failure or fault within our Water Infrastructure, you should notify us.~~

#### **4.124.11 Our procedures for Breaks**

If ~~there is~~ a Break occurs due to a failure or fault in our Water Infrastructure ~~due to its failure or fault~~, we will make reasonable endeavours to ~~ensure that:~~

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

Where the Break results in an Unplanned Interruption to ~~our~~your Water Service, we will provide information about the Unplanned Interruption through a 24 hour telephone facility ~~which will advise callers of, including advising~~ the estimated ~~duration of the Unplanned Interruption.~~ restoration time.

#### 4.134.12 Responsibilities for rectifying Breaks

~~If the~~We will fix a Break ~~occurs~~ in our Water Infrastructure ~~we will fix the Break~~ at our cost, ~~but if~~ You contribute to the Break You may be liable to pay ~~to the extent you have contributed to the Break~~ some of those costs.

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

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## 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 ~~Planned~~an Unplanned Interruption under clause 10.1 (Unplanned Interruptions~~under clause 9.1)~~ or ~~Unplanned Interruptions~~a Planned Interruption under clause 9.1.2; (Planned Interruptions); or
- (b) where we ~~are entitled to~~ restrict or Disconnect supply under clause ~~10;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~~You.

### 5.2 New sewerage connections to your property

As long as your property ~~is Serviced Land and~~ 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).

~~( ) — exercising due care, and skill; and~~

~~( ) — in a proper and workmanlike manner and to a standard expected of a member of the water and sewerage industry in Tasmania; and~~

~~( ) in compliance with applicable requirements under Environmental Regulations; and~~

~~( ) in accordance with our statutory obligations.~~

#### **5.85.4 Blockage of ~~Your Sewer System~~our Sewerage Infrastructure**

~~If you~~You should notify us if You are aware that your Sewerage Service has been impacted by a Blockage, ~~and you suspect that it is as a result of a failure or fault in our Sewerage Infrastructure, you should notify us.~~

#### **5.95.5 Our procedures for faults in our Sewerage Infrastructure**

If ~~there is~~ a Blockage ~~in our Sewerage Infrastructure~~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) we promptly attend the site upon being notified; and~~

~~(c)(b) we~~ take action to rectify the situation taking into account potential or actual impact on youYou, and others affected by the failure or fault, any affected property and the environment; and

~~(d) minimise the~~ inconvenience and damage to you ~~is minimised;~~You and

~~(c) the others~~ affected; and

~~(e)(d) clean up and disinfect the affected~~ area ~~is suitably cleaned up~~ as soon as possible in such a manner to ~~ensure to~~ minimise the risk to human health.

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

#### **5.105.6 Responsibilities for cleaning Blockages**

(a) ~~If We will fix~~ a Blockage ~~occurs in our Sewerage Infrastructure we will fix it~~ at our cost. ~~However, you, but if You contribute to the Blockage You may also be liable to pay to the extent you have contributed to the Blockage~~contribute to those costs.

(b) ~~If the Blockage occurs in Your Sewerage System, you~~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.

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## 6 TRADE WASTE

You may only discharge Trade Waste into our Sewerage Infrastructure ~~only if you have entered into a separate agreement with us to do so pursuant to section 61 of the Act, except for: if You are a Category 1 Trade Waste customer or a Category 2 Trade Waste customer.~~

~~Category 1 Trade Waste customers and Category 2 Trade Waste customers.~~

If ~~you~~You are a Category 1 Trade Waste customer or a Category 2 Trade Waste customer, ~~subject to this Contract and~~ the Consent ~~(see Schedule 2) you may apply to your~~ discharge of Trade Waste ~~into~~ our Sewerage Infrastructure.

If the Consent ~~is silent in relation to deals with~~ a matter ~~covered by this Contract, the terms and conditions of that is not contained in~~ this Contract ~~will apply to your discharge of Trade Waste then the Consent applies~~ in relation to that matter.

~~The Trade Waste customer listing on TasWater's~~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](http://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](http://www.taswater.com.au)) provides an indicative list, ~~based on industry type, which that~~ existing and potential Trade Waste ~~customers~~Customers can use to self-identify ~~the~~their likely Trade Waste category ~~which most likely applies to them.~~

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## 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~~Device installed at the outlet of a Meter where the ~~Meter~~Backflow Prevention Device is greater than 25 millimetres; or
- (b) a private fire service; or
- (c) private extension ~~or,~~ 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~~You pursuant to this Contract.

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## **8 TASWATER WARRANTIES**

We will provide Services:

- ~~(h)~~(a) exercising due care and skill; and
- ~~(i)~~(b) in a proper and workmanlike manner and to a standard expected of a member of the water and sewerage industry in Tasmania; and

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## **7 WATER METER INSTALLATION, TESTING AND MAINTENANCE**

- (c) 8.1 so that the Service complies with the applicable Health Regulations; and
- (d) so that the Service complies with applicable Environmental Regulations.

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## **9 WATER METER INSTALLATION, TESTING AND MAINTENANCE**

### **9.1 Water Meter installation and maintenance**

~~We may~~In addition to our rights in the Act, we will install-, read, test and maintain a Water Meter at your property. ~~The~~In accordance with the Act, the installed Water Meter remains our property and we ~~will maintain it.~~

~~We~~ may charge ~~you~~You for the cost of repair or replacement of ~~the Meter~~it, if ~~it is~~You wilfully or negligently ~~damaged~~damage the Meter.

~~For the avoidance of doubt, nothing in this clause 8 requires us to read, test, maintain, repair or replace any Water Meter on your property which is not owned by TasWater.~~

### **1.39.2 Access to the Water Meter**

We may enter your property ~~at all reasonable times~~ without notice for the purpose of reading, testing, inspection, maintenanceinspecting, maintaining and replacement of replacing the Meter- between the hours of 7am and 7pm on any day, unless we determine that an emergency exists.

### **7.29.3 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. ~~You will be charged for the quantity of Water measured by the Water Meter in accordance with clause 11 (Your Account), unless the Meter is faulty and we are required to adjust those charges under clause 8.5 (Over reading Water Meter), 8.6 (Under reading Water Meter) and clause 8.7 (Malfunctioning or damaged Water Meter).~~

### **8.4 Meter testing**

~~If you believe that the Meter installed at your property is inaccurate you must make a request to us that we test it. Any such request may require payment of a Meter Testing Fee. You must also advise us if you would like to be present or have a representative present for the testing process.~~

### **10.0 Over reading Water Meter**

~~If testing shows that the Water Meter is outside the acceptable limit error specified in the National Measurement Regulations 1999 (Cth) and as a result you have been overcharged we will:~~

- ~~(-) inform you within 10 Business Days of becoming aware that you have been overcharged; and~~
- ~~(-) repay you any Meter Testing Fee which you may have paid to us; and~~
- ~~(-) refund you the amount that has been overcharged in accordance with clause 12.5 (Overcharging); or~~
- ~~(-) if we do not receive any instructions from you, adjust your next Account by the percentage error identified in the test.~~

~~The applicable interest rate we will pay on a refund on an overcharged amount is the Reference Rate. 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 the amount overcharged or the date we credit the amount overcharged to your Account in full.~~

### **19.0 — Under reading Water Meter**

If testing shows that the Water Meter is outside the acceptable limit error specified in the *National Measurement Regulations 1999 (Cth)* and as a result you have been undercharged we will:

- (-) repay you any Meter Testing Fee which you may have paid to us; and
- (-) adjust your next Account by the percentage error identified in the test subject to the limitations in clause 12.4 (Undercharging).

### **23.0 — Accurate Water Meter**

If testing shows that the Water Meter is within the limited error specified in the *National Measurement Regulations 1999 (Cth)* we will keep any Meter Testing Fee which you may have paid to us.

### **25.0 — Malfunctioning or damaged Water Meter**

If our testing determines that the Water Meter has malfunctioned, or it has been damaged so that it can no longer measure the flow of Water, we may (at our discretion) estimate the volume of Water supplied during the relevant Billing Period:

- (-) based on volume of Water supplied during the corresponding or closest corresponding Billing Period in the previous year; or
- (-) as the average cost for a sample of not less than five properties in a similar class to the affected property based on the corresponding or similar Billing Period.

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## **2910 FACTORS FACTORS AFFECTING SERVICE**

### **29.110.1 Unplanned Interruptions**

~~We may Disconnect or restrict 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 ~~there is~~ an Unplanned Interruption ~~to the Services~~ occurs, we will minimise the inconvenience to ~~you in accordance with our Customer Charter and our Price and Service Plan~~ 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.

## **29.210.2 Planned Interruptions**

If there is a Planned Interruption to ~~the~~ Services, we will minimise the inconvenience to ~~you~~ in accordance with our Customer Charter and our Price and Service Plan. You and restore the Services as soon as practicable.

Where practicable, we will provide ~~you~~ You with two Business ~~Days~~ 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;

~~(b)~~ the reason for the Planned Interruption;

~~(c)~~ (a) the time at which the Planned Interruption will occur; and

~~(d)~~ (b) the time at which, or circumstances, if any, when the Services will return to normal.

If ~~you~~ You are registered with us as a Special Needs Customer then we will contact ~~you~~ You at least four Business Days before a Planned Interruption, unless You request a longer period of notice ~~is requested by you in which case that longer notice will be given if it reasonably necessary~~ and able it is reasonable and practical for us to ~~be accommodated by us~~ accommodate your request.

## **29.310.3 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 ~~Services~~ Service to ~~you~~ You if the Minister declares a Water supply emergency. You must comply with our supply conditions during this time.

## **29.410.4 Water shortages**

We may ~~interrupt, limit~~ reduce or ~~place restrictions on~~ restrict the supply of our Water Services to ~~you~~ 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~~ You; or
- (c) we believe that the reduction or restriction is necessary to avoid future Water shortages.

We will provide ~~you~~You written notice of ~~interruption~~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 ~~interruption~~proposed reduction or restriction is to take place detailing:

~~(a)~~ the extent of the interruption;

~~(b)~~ the reason for the interruption;

~~(c)~~(d) the and time at which the interruption will occur of the proposed reduction or restriction; and

~~(d)~~(e) the time at which, or circumstances, if any, when the Service will return to normal.

If ~~you~~You are registered with us as a Special Needs Customer then we will contact ~~you~~You at least four Business Days before ~~a Planned Interruption~~the proposed reduction or restriction of the supply of our Water Services to ~~you~~You, unless You have requested a longer period of notice ~~is requested by you in which case that longer notice will be given if it reasonably necessary~~ and ~~able~~ it is reasonable and practical for us to be accommodated by us ~~accommodate your request.~~

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

~~(a)~~(f) you, as if You are a Special Needs Customer, You will continue to have Services provided, despite the ~~interruption~~reduction or restriction; and

~~(b)~~(g) any inconvenience to you is minimised; and

~~(c)~~(h) if You are a Special Needs Customer, the provision of Services to ~~you as a Special Needs Customer,~~ You and/or the resumption of your Services following the interruption, takes priority, if necessary, over the needs of other ~~customers~~Customers.

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## **3011 DISCONNECTION OR RESTRICTION OF SERVICES**

### **30.111.1 Disconnection or restriction of Water supply for non-payment for non-residential premises**

~~(a)~~ If:

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

~~(iii)~~(i) you fail to pay your Account by the due date; and

~~(iv)~~(ii) you have failed to make ~~alternative~~alternate arrangements for payment;

we may Disconnect or restrict the supply of Water to your property in accordance with

clause ~~1011.2~~ (Notice of Disconnection or restriction of supply of Water for non-residential premises) and clause ~~1011.7~~ (Restoration of supply after restriction or Disconnection).

- (b) We will not take action to restrict the supply of Water to your property, ~~until before~~ we ~~have provided you with~~ give You notice under clause ~~1011.2~~ (Notice of Disconnection or restriction of supply of Water for non-residential premises).

**~~30.211.2~~ Notice of Disconnection or restriction of supply of Water for non-residential premises**

- (a) ~~Subject to the Customer Service Code, if~~ your property is a non-residential premise and ~~you~~ You fail to pay your Account by the due date, we will ~~send you~~, within seven days after that ~~required~~ due date, send You a reminder notice, ~~the contents of which will comply with the provisions of the Customer Service Code.~~ This reminder notice will be sent to ~~you~~ You in the same manner in which ~~accounts~~ Accounts are sent to ~~you~~ You under clause ~~1112.3~~ (How Accounts are sent).
- (b) ~~Should~~ If You fail to pay the amount specified in the reminder notice ~~remain outstanding beyond~~ the due date specified in that reminder notice, we may issue ~~you~~ You a notice of Disconnection or restriction ~~in accordance with the Customer Service Code,~~ detailing:
- (i) ~~the extent of the proposed restriction or Disconnection;~~ and
  - (ii) ~~the~~ the reason ~~for~~ of the proposed restriction or Disconnection; and
  - (iii) ~~the~~ the time at which the restriction or Disconnection is to occur; and
  - (iv) ~~the~~ the time at which, or the circumstances, if any, in which the Service will cease to be restricted or Disconnected.

**~~30.311.3~~ Notice of restriction of supply of Water for residential premises**

- ~~(a)~~ ~~Subject to the Customer Service Code, we~~ We may restrict the supply of Water Services to your property if it is residential premises and ~~you~~ You have not paid a debt due in respect of the supply of the Water Service to your property.
- ~~(b)~~ (a) If ~~you~~ You fail to pay your Account by the due date ~~we will send you~~, within seven days after that required due date, we will send You a reminder notice, ~~the contents of which will comply in accordance with the provisions of the Customer Service Code.~~ This reminder notice will be sent to ~~you~~ You in the same manner in which

~~accounts~~Accounts are sent to ~~you~~You under clause ~~11~~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.

#### ~~30.411.4~~ **Minimum Flow Rate during restriction**

If we restrict the supply of Water to ~~you~~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.

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

#### ~~30.511.5~~ **Disconnections ~~and~~or restrictions of Services for other reasons**

We may also Disconnect ~~or restrict~~ the supply of ~~Services to~~ your Sewerage Service if:

~~(a)~~ a Planned Interruption in relation to the property, ~~if~~ is required; or

~~(b)~~ You have requested or agreed to the Disconnection or restriction; or

~~(c)~~~~(c)~~ we suspect on reasonable grounds that ~~you~~You have committed an offence relating to safety in respect of our Infrastructure; or

~~(b)~~~~(d)~~ we suspect on reasonable grounds that ~~you~~You have committed an offence relating to illegal use of our Infrastructure; or

~~(c)~~~~(e)~~ we suspect on reasonable grounds that ~~you~~, You have taken or diverted, or are taking or diverting, ~~or have taken or diverted~~, Water or Sewage from our Infrastructure without our authority; or

~~(d)~~~~(f)~~ we are satisfied on reasonable grounds that ~~you~~You have engaged in conduct that has interfered with the supply of Services to other Customers or have jeopardised the safety of our Infrastructure; ~~or~~.

~~you have requested or agreed to the Disconnection or restriction.~~

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.

### **30.611.6 Limitations on Disconnections or restriction**

~~With the exception of~~Except for an Unplanned ~~Interruptions~~Interruption, we will not take steps to restrict or Disconnect ~~the supply of Water Services~~ to your property:

- (a) without giving ~~you~~You notice under clauses ~~4011.2~~ (Notice of Disconnection or restriction of supply of Water for non-residential premises) and clause ~~4011.3~~ (Notice of restriction of supply of Water for residential premises); or
- (b) if ~~you~~You registered with us as a Special Needs Customer in accordance with clause 4.8 ~~as a (Special Needs Customer; Customers);~~ or
- (c) if ~~you~~You are experiencing financial hardship and have entered into payment assistance arrangements with us and ~~you~~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.

### **30.711.7 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.

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## 31.12 YOUR ACCOUNT

### 31.12.1 When will your Account be sent?

Subject to clause ~~12~~13.4, ([Undercharging](#)) and clause 13.5 ([Overcharging](#)), an Account we issue ~~you~~[You](#) for the Services we provide to ~~you~~[You](#):

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

Your Account may include:

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

Some of our Charges may be imposed in advance.

Some of our Charges are subject to GST.

### 31.12.2 What information is on your Account?

~~We will ensure that your~~[Your](#) Account ~~contains details of~~[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,](#) ~~and~~ 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; ~~and~~
- (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~~You are required to pay, with each Charge payable under this Contract separately itemised on the Account;
  - (h) the date by which ~~you~~You are required to pay the Account;
  - (i) the options for payment that are available to ~~you~~You;
  - (j) the services and options that we are able to offer ~~you~~You if ~~you~~You are experiencing financial difficulties;
  - (k) details of our Enquiry facility, including a 24 hour ~~service~~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~~You to us since the previous Account was issued;
  - (o) any available concessions and discounts and any concession or discount ~~you~~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~~You are required to pay for the previous Billing Period in respect of the property.

### ~~31.312.3~~ **How Accounts are sent**

[WeYou 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.

~~(b) You may nominate, in writing, another postal address or, alternatively, an email address to which your Account should be sent.~~

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

#### **31.412.4 How payments can be made**

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

- (a) direct debit;
- (b) ~~mail;~~
- (c) electronic means;
- (d) mail;
- (e) ~~direct debit;~~
- (f) in person at a network of agencies or payment outlets;
- (g) through a facility provided by a provider of income support (if any).

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

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## **32.13 WHAT YOU PAY**

### **32.113.1 Responsibility to pay the Account**

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

### **32.213.2 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/You are eligible, we will ensure that the concession is granted from the date on

which your application for concession was lodged and [youYou](#) must pay your Account less the concession.

- (c) To obtain information on whether [youYou](#) are eligible see our website ([www.taswater.com.au](http://www.taswater.com.au)) or contact us.

### **32.313.3 Overdue Account balances**

We may charge [youYou](#) interest at the Reference Rate +6% on overdue Account balances ~~at the Reference Rate~~.

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 [youYou](#), interest will capitalise every 90 days. Unless payment is accepted by us on other terms, any part payment by [youYou](#) of an outstanding amount will go to reduce the amount of interest first.

### **32.413.4 Undercharging**

If [youYou](#) have been undercharged as a result of our error, we may ~~(except in the case of Fraud)~~ 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 [youYou](#) 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 [youYou](#) 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 1213.4(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 [youYou](#) were undercharged was a period of 30 days or less, for [youYou](#) 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 1213.4(b), is sent to [youYou](#); and
- (e) except in the case of Fraud, we allow, where the total period in which [youYou](#) were

undercharged was a period of more than 30 days, [you/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 [1213.4\(b\)](#), is sent to [you/You](#); and

- (f) we allow [you/You](#) to pay the amount to be recovered through our flexible payment plan in accordance with clause [1415.2](#) (Flexible payment plans).

### **32.513.5 Overcharging**

If [you/You](#) have been overcharged due to our error, [or inaccurate metering by us](#), we will:

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

Where we receive no reasonable instructions for refund from [you/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/You](#) have been overcharged. If not paid to [you/You](#), interest will capitalise every 90 days.

Where interest is paid by us on a refund to [you/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/You](#) that amount ~~overcharged~~ or the date we credit the amount overcharged to your Account in full.

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## **33.14 THE AMOUNT THAT WE CHARGE YOU**

### **33.114.1 How ~~are~~ prices ~~are~~ determined?**

~~Charges have been approved by the~~ [The](#) Regulator [has approved](#), in its Price Determination-  
[our Charges](#) as set out in our Price and Service Plan ~~approved by the Regulator~~.

### **33.214.2 How are our ~~charges~~ Charges varied?**

~~We can only~~ [Our Charges may](#) vary ~~our Charges~~ for each financial year ~~of the Regulatory~~  
[Periods set out](#) in [accordance with the Regulator's](#) our Price [Determination and Service Plan](#).

### **33.3 Notification of price variations**

We will notify you in writing at least 28 days in advance of imposing or varying:

- (-) a Charge that you are to have imposed; or
- (-) the method we use to calculate the Charge that you are to have imposed; or
- (-) a policy that is to apply in the determination of a Charge that is to be imposed.

We may calculate a pro rata fee to effect a variation in Charges where the variation date falls within a Billing Period.

The notification requirements for variation in this clause do not apply if there is in force, in relation to the customer, a Price Determination or an interim price order made in accordance with water law which does not require such notice to be given.

### **33.1014.3 Other fees and ~~charges~~Charges**

- (a) We may only charge ~~you~~You up to the maximum amount for a number of miscellaneous fees as set out in our Price and Service Plan ~~and approved by the Regulator.~~
- (b) We may also charge ~~you~~You other fees, ~~charges~~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.

### **33.1114.4 ~~Dishonored~~Dishonoured or declined payments**

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

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## **3415 WHAT CAN YOU DO IF YOU ARE UNABLE TO PAY YOUR ACCOUNT**

### **34.115.1 Are ~~you~~You experiencing financial hardship?**

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

### **34.215.2 Flexible payment plans**

- (a) ~~If you are experiencing difficulty in paying your Account you should contact us.~~ Subject to clause [1415.3 \(Eligibility for flexible payment plans\)](#), we will offer ~~you~~You a flexible payment plan having regard to your capacity to pay and the pattern of your consumption of Services.
- (b) ~~Our~~A flexible payment plan will:
- (i) ~~state~~include how the total amount to be paid ~~under the flexible payment plan~~ has been calculated; and
  - (ii) ~~state~~confirm the period over which ~~you~~You will pay the agreed amounts; and
  - (iii) specify ~~an~~the amount to be paid in each instalment ~~under the flexible payment plan~~; and
  - (iv) be able to be renegotiated at your request if there is a demonstrable change in your financial circumstances; and
  - (v) ~~ensure that it enables you~~enable You and us, by agreement, ~~if instalments are over a period of more than three months,~~ to adjust the instalments required to be paid to account for the liability arising from your consumption of Water Services or Sewage 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~~You prior to, or as soon as practicable after, the flexible payment plan commences.

### **34.315.3 ~~When you can't enter into a Eligibility for flexible payment plan~~plans**

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

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

### **34.415.4 Term of your flexible payment plan**

Your flexible payment plan commences when ~~you~~You make your first payment to us ~~under the~~

~~flexible payment plan~~ and continues to be in force until payments under the flexible payment plan are completed.

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## **35.16 YOUR RESPONSIBILITIES**

### **35.116.1 Your Water System**

~~If you are a~~You as property Owner ~~you~~ are responsible for maintaining all of the pipes and fittings between our Water Infrastructure and the building and/or taps on ~~your property. This is referred to as Your Water System~~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.

~~As a property Owner, you are responsible for any damage caused by the failure of Your Water System.~~

### **35.316.2 Your Sewer System**

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

### **35.416.3 Altering and unauthorised connection or use**

You must not:

~~wrongfully~~:

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

### **35.516.4 Leaving, ~~Selling~~selling, or leasing your ~~Property~~property**

You must:

~~Notify~~ notify us at least five days before ~~you~~You vacate, sell or lease ~~theyour~~ property to another person.

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## **3617 LIABILITY**

### **36.117.1 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, ~~theour~~ liability ~~of TasWater~~, 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 ~~TasWater'sour~~ option, to:

(a) the supplying of the Service again; or

~~(a)(b)~~ the payment of the cost of having the Service supplied again.

Notwithstanding any other provision of this Contract, ~~theour~~ liability ~~of TasWater~~, 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 ~~TasWater'sour~~ option, to ~~the~~:

~~(a)(c)~~ ~~the~~ replacement of the goods or the supply of equivalent goods;

~~(b)~~ ~~the repair of the goods;~~

~~(d)~~ ~~the 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;~~

~~(b)(e)~~ payment of the cost of replacing the goods or of acquiring equivalent goods; or

~~(e)(f)~~ ~~the~~ payment of the cost of having the goods repaired.

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## **3718 WHEN DOES MY CONTRACT TERMINATE?**

### **37.118.1 Termination of this Contract**

This Contract will terminate ~~between us and you~~ if ~~you~~You cease to be covered ~~by this Contract~~ 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.

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## **3819 WHAT CAN YOU DO IF YOU ARE NOT HAPPY WITH OUR SERVICES?**

### **38.119.1 Complaints**

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

~~If you remain dissatisfied we will advise you of your right to lodge a Complaint with the Tasmanian Ombudsman.~~

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## **4020 PRIVACY**

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

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## SCHEDULE 1 – DEFINITIONS

**Account** means an account as defined in the *Water and Sewerage Industry (Customer Service Standards) Regulations 2009* ~~and includes a written instrument issued, or to be issued to you by us, setting out any Charges or interest that are payable to us by you.~~ [\(Tas\)](#).

**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/~~Natural Resource Management Ministerial 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* ~~and means the period (which may be recurrent) in respect of which an Account may be issued by us to you.~~ [\(Tas\)](#).

**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~~[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~~[Customer](#) discharging low to medium volume and low impact Trade Waste which requires ~~physical~~[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~~[Customers](#) in subcategories 2A, 2B and 2C as set out in ~~the~~[our](#) Price and Service Plan.

**Charge** includes the charges set out in clause ~~1112~~.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.

~~**Complaint** means a written or verbal expression of dissatisfaction about an action, proposed action or failure to act by us, including a failure by us to observe our published policies, practices or procedures.~~

~~**Complaints, Enquiries and Disputes Management Policy** means the Policy applying for complaints, enquiries and disputes published on our website ([www.taswater.com.au](http://www.taswater.com.au)).~~

**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 [TasWater.us](http://TasWater.us) pursuant to section 56U of the Act which forms part of ~~the~~[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, ~~for TasWater to accept discharge of Trade Waste to its Sewerage Infrastructure from Category 1 Trade Waste customers or Category 2 Trade Waste customers.~~

**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~~;-?~~).

~~**Customer Charter** means the customer charter required under the Act and approved by the Regulator.~~

~~**Customer Service Code** means the *Tasmanian Water and Sewerage Industry Customer Service Code*.~~

**Daily Rate** means the Reference Rate plus 6% divided [by](#) 365.

**Disconnect** ~~(“disconnection”, “disconnected”)~~ means to physically prevent the flow of Water or Sewage.

**Enquiry** means a written or verbal approach ~~you~~[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~~ Sewerage Charge** means a recurrent charge for the provision of a regulated Sewerage Service to a ~~customer~~ **Customer** but not including a ~~variable charge~~ **Variable Charge** or a Trade Waste Charge.

**Fixed ~~water charge~~ Water Charge** means a recurrent charge for the provision of a regulated Water Service to a ~~customer (including the provision of a regulated Water supply to a Limited Water Supply Customer and a Limited Water Quality Customer)~~ but not including a ~~variable charge~~ **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 ~~GST Act~~.

~~GST Act means~~ *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~~ **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 ~~50 kPa~~ **50kPa** and the high pressure is above ~~500 kPa~~ **500kPa**; or
  - (ii) an inlet supply to a trunk reservoir such that when the reservoir inlet valve is open the pressure is below ~~50 kPa~~ **50kPa**; or

- (iii) receiving a supply ~~the Regulated Entity determines~~ of Water that we determine to be inadequate.

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

~~Meter~~ means a device used for the measurement of the flow of Water or Sewage through Infrastructure or such other infrastructure or system as may be prescribed by the Act and subordinate legislation.

~~Meter Testing Fee~~ means a fee for the testing of a Water Meter pursuant to clause 8.4 of this Contract and set in accordance with the 2015 Price Determination.

Meter has the same meaning as defined in the Act.

**Minimum Flow Rate** means the Water flow rate ~~which was provided as at 1 July 2009~~ 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~~ 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 ~~not~~, therefore, not suitable for drinking or culinary purposes.

~~Occupier~~ means a person who has, or is entitled to, possession or control of the land and includes a person who occupies the land or part of the land jointly or in common with any other person and a person who occupies part of the land.

**Owner** means:

- (~~)~~ — the registered proprietor of the land noted on the Folio of the Register maintained by the Recorder of Titles; or
- (b) — the legal owner of general law land maintained by the Recorder of Titles.

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, ~~means an interruption to the provision of a Service to the property that is necessary in order to maintain, augment or upgrade our Infrastructure.~~

~~**Potable Water** means Water that complies with the health guideline values contained~~has the same meaning as defined in the ~~[Australian Drinking Water Guidelines](#)~~[Water and Sewerage \(Customer Service Standards\) Regulations 2009 \(Tas\)](#).

**Price and Service Plan** means ~~a Regulated Entity's~~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 ~~2015~~2018 to 30 June ~~2018~~2021 published on 30 April ~~2015~~.

~~**Recorder of Titles** means the Recorder of Titles appointed under section 4 of the [Land Titles Act 1980](#)~~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.

~~**Regulated Entity** means TasWater.~~

**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*-[\(Tas\)](#).

~~**Regulatory Period** means the period covered by the Price Determination.~~

**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~~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. ~~Levied under section 68A of the [Water and Sewerage Industry Act 2008](#).~~

~~**Serviced Land** means land, whether identified by individual title or by locality, that we will permit to be connected to our Infrastructure.~~

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

**Sewerage Infrastructure** ~~means any Infrastructure that is, or is to be, used for:~~has the same meaning

as defined in the Act.

- ~~(-) the collection or storage of Sewage and includes the Connection Point; or~~
- ~~(b) the conveyance or reticulation of Sewage; or~~
- ~~(b) the treatment of Sewage, including any outfall pipe or other work that stores or conveys Water leaving the Infrastructure used for the treatment of Sewage; or~~
- ~~(b) any other Infrastructure used in connection with Sewage and declared to be sewerage infrastructure by the Minister by order; and~~
- ~~(b) includes a combined System but does not include –~~
  - ~~(-) any pipe, fitting or apparatus that is situated upstream of your Connection Point to a sewer main; or~~
  - ~~(-) Infrastructure situated entirely within the one land holding and not connected to any other Infrastructure situated within another land holding; or~~
  - ~~(-) any other Infrastructure used in connection with Sewage and declared not to be sewerage infrastructure by the Minister by order.~~

~~**Sewerage Service** means a Service that is provided in connection with the collection, storage, treatment, conveyance or reticulation of Sewage and includes a retail Service for the collection of Sewage or by any other Service declared to be a sewerage service by the Minister by order.~~

~~**Sewerage System** means the pipes, fittings, Meters and other connected accessories required for or incidental to the discharge or conveyance of Sewage to our Sewerage Infrastructure, but does not include our Sewerage Infrastructure.~~

~~**Special Meter Reading** means in relation to a water Meter that is used for our purposes, means a reading of the Meter at a time other than the end of the period at which the Meter would usually be read by us.~~

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

~~**Special Needs Customer** means a ~~special needs customer~~ Special Needs Customer as determined by us or the Regulator as having special needs in accordance with clause 4.8 ~~(Health or special needs)~~ (Special Needs Customers) of this Contract.~~

~~**System** means our Water Infrastructure or Sewerage Infrastructure.~~

~~**Tasmanian Ombudsman** means the Ombudsman appointed under the *Ombudsman Act 1978 (Tas)*.~~

~~**TasWater** means Tasmanian Water and Sewerage Corporation Pty Ltd ACN 162 220 653.~~

~~**Trade Waste** means liquid waste generated other than in the course of domestic activities and includes liquid waste generated by any trade, industrial, commercial, educational, medical, dental, veterinary, agricultural, horticultural, scientific research or experimental activities. **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** means an interruption to has the provision of a same meaning as defined in the Water and Sewerage (Customer Service to the property that is an interruption that is not caused by us, or is necessitated by an event beyond our control. Standards) Regulations 2009 (Tas).~~

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

~~**Volumetric Charge** means the charge for the amount of Water that is calculated as being consumed by the property calculated in accordance with clause 8 (Water Meter Installation, Testing and Maintenance) and as varied pursuant to this Contract.~~

~~**Water** includes recycled water and re-use water, but does not include Sewage.~~

~~**Water** has the same meaning as defined in the Act.~~

**Water Infrastructure** means any Infrastructure that is, or is to be, used for:

has the same meaning as defined in the collection or storage of Act.

- ~~( ) — **Water**, including from a dam or reservoir or a Water production plant; or~~
- ~~( ) — the treatment of Water; or~~
- ~~( ) — the conveyance or reticulation of Water and includes the Connection Point; or~~
- ~~( ) — any other Infrastructure used in connection with Water and declared to be Water Infrastructure by the Minister by order, but does not include:~~
  - ~~( ) — pipe, fitting or apparatus that is situated downstream of a customer's Connection Point to a Water main; or~~
  - ~~( ) — any pipe, fitting or apparatus that is situated upstream of a customer's Connection Point to a stormwater drain; or~~
  - ~~( ) — Infrastructure situated entirely within the one landholding and not connected to any other Infrastructure situated within another landholding; or~~

~~( ) — any other Infrastructure used in connection with Water that is declared not to be Water Infrastructure by the Minister by order.~~

~~Water Service means a Service that is provided has the same meaning as defined in connection with the collection, storage, treatment, conveyance, reticulation or supply of Water and includes a retail Service for the supply of Water, but does not include the Act.~~

~~( ) — supply or use of Water for irrigation purposes; or~~

~~( ) — supply or use of Water in connection with the generation of electricity.~~

~~Water System means the pipes, fittings, 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.~~

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

**Your Infrastructure** means Your Sewer System and Your Water System.

**Your Sewer System** is defined in clause 4516.2 (Your Sewer System).

**Your Water System** is defined in clause 4516.1 (Your Water System).

**You or your** means a person who is a Customer.

## INTERPRETATION

In this Contract, the following ~~interpretations~~ 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: COMMERCIAL TRADE WASTE CONSENT**

ABN: 47 162 220 653

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**SCHEDULE 2 - CONSENT**

Section 1		Consent Details	
TasWater Ref:	Trade Waste Number	Install No:	Contract Installation No:
Type of Business:	Cafe/Restaurant	Trade Waste Code	eg MP01
Customer Category:	24		
Issue Date:	1 July 2015		

Note: This consent can be amended to reflect a change to the Trade Waste Business indicated in Section 4. This consent ceases and a new consent obtained if the Trade Waste Customer in Section 3 Changes.

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(s):			
Property Address:			
	Suburb		Post Code
Contact Numbers:	(+)	(0)	(M)
Email:			

Section 4		Trade Waste Business Details	
Business Name(s):			
Postal Address:			
	Suburb		Post Code
Contact Numbers:	(+)	(0)	(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"> <li>The conditions of this consent</li> <li>All details and requirement set out in Schedule 1.</li> </ul>			

# COMMERCIAL TRADE WASTE CONSENT

ABN: 47 162 220 653

Authorised Delegate for and on behalf of the corporation	
Signature:	
Name:	Cameron Parker
Title:	Contracts and Compliance Manager

Issued in accordance with the Water and Sewerage Industry Act 2008 and the Water and Sewerage Industry (General) Regulations 2009 by the Tasmanian Water and Sewerage Corporation Pty Ltd Tasmanian Water and Sewerage Corporation Pty Ltd.

## Conditions

### 1. Non-Acceptance of Trade Waste

~~1~~ 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:

- ~~1~~ Flammable (a) flammable and/or explosive substances;
- ~~1~~ (b) radioactive substances (other than in accordance with the Radiation Protection Act 2005);
- ~~1~~ (c) infectious wastes such as medical, clinical, veterinary or other
- ~~1~~ (d) pathological wastes that may pose a threat to human health;
- ~~1~~ (e) genetically engineered organisms;
- ~~1~~ (f) persistent and/or toxic substances;

### 2. Pre-treatment

~~2~~ (a) Where ~~you~~ YOU are a Category 2 Trade Waste Customer ~~you~~ 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.

- ~~2~~ (b) This Pre-treatment equipment:
- ~~2~~ (i) can be existing, where it is accepted by us; or
  - ~~2~~ (ii) can be new Pre-treatment Equipment as accepted by us, including requirements regarding the dates for installation and operation;
  - ~~2~~ (iii) must be designed, installed and operated as per legislative requirements and manufacturers

specifications;

- ~~2~~ (iv) design and specification documentation must be provided to our satisfaction if requested by us; and
- ~~2~~ (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

~~3~~ (a) All Pre-treatment Equipment, together with any other plant or ~~infrastructure~~ Infrastructure associated with the Trade Waste, must be maintained in good and efficient working order to our satisfaction.

~~3~~ (b) Where specific Maintenance requirements for Pre-treatment Equipment are required by us, those requirements must be complied with.

~~3~~ (c) Trade ~~waste~~ Waste residues removed from any part of the Property must be disposed of in accordance with the law and to our satisfaction.

~~3~~ (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

~~4~~ (a) You must conduct Monitoring at the relevant locations required by us, ~~with any equipment and in accordance with any other requirements, we require.~~

~~4~~ (b) We may from time to time; direct ~~you~~ YOU to

**COMMERCIAL TRADE WASTE CONSENT**

undertake new, additional  
or modified Monitoring and ~~you~~YOU must comply with any such  
direction.  
~~iii) (c)~~ You must maintain records of Monitoring in accordance with our  
direction.  
~~iv) (d)~~ The results of the analysis must be submitted to ~~TasWaterUS~~ 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**

~~i) You~~ You will allow a water and sewerage officer access to your property generally, and;  
~~ii) (a)~~ any Pre-treatment Equipment and any works associated with the creation, treatment, conveyance and discharge of Trade Waste;  
~~iii) (b)~~ any records, samples or other information relating to the maintenance or monitoring;  
~~iv) (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~~ 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~~YOU.

**7. Customer must Notify**

You must give not less than 30 days' written notice to us of any of the following events:  
~~i) (a)~~ any change to the business conducted which may materially affect the Trade Waste discharge;  
~~ii) (b)~~ any intended change to the method of Pre-treatment;  
~~iii) (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:  
~~i) (a)~~ any major breach of this Consent;  
~~ii) (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



ABN: 47 162 220 653

## COMMERCIAL TRADE WASTE CONSENT

Infrastructure; and

~~iii-(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

~~i-(a)~~ Where obligations are imposed on ~~you~~, ~~You, You~~ must ensure that any officer, employee, agent or any other party associated with ~~you~~,

~~You~~, complies with such obligations and any failure to comply by such other party will constitute a breach of this Consent by ~~you~~ ~~YOU~~.

~~ii-(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~~ ~~You pursuant to the Consent.~~ ~~pursuant to the Consent.~~

“Monitoring” means any Monitoring to be undertaken by ~~you~~ ~~YOU~~ pursuant to the Consent.

~~“New Pre-treatment Equipment” means any new Pre-Treatment~~

~~Equipment specified by us to be installed by you.~~ ~~YOU.~~

~~“Pre-treatment” means any actions or works to be undertaken by you.~~ ~~YOU~~ in

~~respect of treating or managing of Trade Waste prior to its discharge.~~

“Regulation” means Regulation as defined in the Contract



Schedule 2 - Consent

## Schedule 1 Particulars of Consent

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

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

Section 3	Trade Waste Customer (Property Owner)		
<b>Name(s):</b>			
<b>Property Address:</b>			
	<b>Suburb</b>		<b>Post Code</b>
<b>Contact Numbers:</b>	<u>(H)</u>	<u>(B)</u>	<u>(M)</u>
<b>Email:</b>			

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

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"> <li>The conditions of this Consent</li> <li>All details and requirement set out in Schedule 1.</li> </ul>	
	<b>Authorised Delegate for and on behalf of the corporation</b>	
	<b>Signature:</b>	
	<b>Name:</b>	
	<b>Title:</b>	

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Part 1		Trade Waste Charges <u>(Maximum)</u>		
Trade Waste Tariff:	Trade Waste Category	Financial Year		
		<u>2015/16FY2018/19</u>	<u>2016/17FY2019/20</u>	<u>2017/18FY2020/21</u>
	1	<u>\$520.76572.29</u>	<u>\$533.76598.62</u>	<u>\$547.08626.15</u>
	2A	<u>\$853.60938.06</u>	<u>\$874.92981.21</u>	<u>\$896.761,026.35</u>
	2B	<u>\$1197.801,316.33</u>	<u>\$1227.721,376.88</u>	<u>\$1258.461,440.22</u>
2C	<u>\$1796.401,974.16</u>	<u>\$1841.282,064.97</u>	<u>\$1887.282,159.96</u>	

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

Part 3		New Pre-Treatment Requirements			
<p>The <del>owner</del><u>Owner</u> must install <del>Pre-Treatment Equipment Devices</del><u>a pre-treatment devices</u> as specified in this table. <del>Devices must be installed and operational prior to commencing discharge to sewer</del><u>Within the timeframe (date of Commissioning) specified by TasWater.</u></p>					
Device		Capacity			
Device		Capacity			
Device		Capacity			
<u>Date/Deadline for installation and Commissioning of new Pre-treatment System</u>					

Part 4		Maintenance Requirements			
<p>Pre-Treatment Equipment must be maintained in good working condition according to manufacturer's specification and be cleaned/serviced at no less than the intervals specified below. Material removed from devices during cleaning must be disposed of legally.</p>					
Device	<i>First Flush Stormwater Diversion System</i>	Frequency	52 weeks		
Device	<i>Holding Tank (underground)</i>	Frequency	26 weeks		
Device	<i>Clearmake Oil Water Separator</i>	Frequency			
<p>Documentation of waste removal and cleaning of Pre-Treatment Equipment must be kept in accordance with the conditions of <del>consent</del><u>Consent</u>.</p>					
<b>Special Conditions</b>					

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