

# NEV Water Customer Contract

## Document Control

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### 1. Words used in this contract

Some of the words used in this contract have a special meaning. The meanings are set out in the Definitions in Section 26.1 at the end of this contract

### 2. What is a customer contract?

This contract provides the terms under which we supply Services, where available, to you as our Customer. Services may include some or all of the following:

- supply of drinking water
- supply of recycled water
- provision of wastewater treatment (also called sewerage) services

This contract is between Narara Ecovillage Co-operative Ltd (ABN 86 789 868 574) (NEV) and you, the Customer, in relation to Services we provide to you.

### 3. Who is covered by this contract?

You are our customer and you are covered by relevant clauses of this contract if you receive any of the above services from us.

### 4. Other agreements with us?

If you have a separate agreement with us (for example a non-standard water or wastewater agreement, a trade waste agreement or permit or a recycled water agreement), the terms of this contract will apply unless they directly contradict the terms outlined in the separate agreement.

### 5. When does this contract start?

This contract commences on the date when you sign the application for connection and agree that you have read and agree with the terms and conditions contained in the NEV Water Customer Contract and when water supply and/or wastewater services are connected to your premises, or the account is transferred to you, or you are transferred to NEV Water from another service provider once the contract has been signed.

### 6. What services does NEV provide?

## 6.1. Drinking water

We may supply you with drinking water if your Property is within our licensed area of operations.

In such case we will supply you with a drinking water service to meet your reasonable needs, except:

- in the case of planned supply interruptions
- where we are entitled to restrict supply under Section 12; or
- in the case of events beyond our reasonable control, such as:
  - unplanned interruptions (including interruptions or operational difficulties in the supply of bulk drinking water to us) under Section 8.1;
  - in the case of major operational difficulty under Section 8.4; or
  - prolonged drought: see Section 8.3.

If you are heavily dependent on a continuous supply of water for medical or other reasons, it may be in your interests to consider contingency arrangements in the event of an interruption to the water supply. Any such arrangements would be at your cost.

Drinking water will be sourced from an established public water Authority, such as Central Coast Water or our own WICA licensed potable water supply.

### **Drinking water quality**

The drinking water we source will comply with the health, taste and odour related guidelines provided in the Australian Drinking Water Guidelines 2011 (published by the National Health and Medical Research Council and the Natural Resource Management Ministerial Council) as specified by the NSW Health and any other guidelines, as required by our License.

### **Drinking water pressure**

We will use our best endeavours to ensure that the drinking water we supply to your Property is at the minimum pressure of 15 meters head, or such other pressure as required under our Licence.

Subject to Sections 8 and 12, drinking water is to be available for supply to your Property, whether generally or during specified periods, at a rate to meet reasonable demand at the premises.

### **Cross-contamination**

We will take all reasonable steps to reduce the risk of cross-contamination in Our System, including separate piping for all drinking water reticulation mains, appropriate accreditation of plumbers in relation to installation and connection works, and the publication of guidelines for you and your tradespersons in relation to your household appliances and internal plumbing connected to Our System.

You must not tamper with or otherwise make any modifications to Our System without first obtaining our express written permission. If you don't do this, then there is a heightened risk of cross-contamination of your drinking water with other water sources.

## 6.2. Recycled Water

We may supply recycled water to your Property in addition to your potable water supply.

In such case we will supply you with recycled water to meet your reasonable needs for irrigation and flushing toilets, except:

- in the case of planned or unplanned interruptions, under Section 8.1;
- in the case of major operational difficulty under Section 8.4;
- where we are entitled to restrict supply under Section 12; or
- in the case of events beyond our reasonable control.

Information is available on our website at [www.nararaecovillage.com/nev-water/](http://www.nararaecovillage.com/nev-water/) detailing our standard requirements for use of recycled water. We are not responsible for any use of recycled water at your Property that does not follow these requirements.

Please note that we may vary water pressure to suit operational needs, which may impact on your use, but we will use our best endeavours to ensure that the recycled water we supply to your Property is at a minimum pressure of 10 meters head.

Within our area of operations, the recycled water system and the recycled water we supply to you as our Customer will comply with the Australian Guidelines for Water Recycling 2006 (Phase 1 Managing Health & Environmental Risks) National Water Quality Management Strategy or as approved by the relevant Federal and/or State health authorities.

Our recycled water will be produced from removing and purifying the water contained in sewage and may be supplemented by local water sources including drinking water.

Subject to Sections 8 and 12 recycled water is to be available for supply to your premises, whether generally or during specified periods, at a rate to meet reasonable demand at your premises.

### 6.3. Cross-contamination

We have taken all reasonable steps to reduce the risk of cross-contamination in Our System, including separate colour-coded piping for all recycled water reticulation mains, appropriate accreditation of plumbers in relation to installation, connection and maintenance works, and the publication on our website at [www.nararaecovillage.com/nev-water/](http://www.nararaecovillage.com/nev-water/) of guidelines for you and your plumber in relation to your household appliances and internal plumbing connected to Our System.

You must not tamper with or otherwise make any modifications to Our System without first obtaining our express written permission. If you don't do this, there is a heightened risk of cross-contamination of your recycled water with other water sources, especially your drinking water.

## 7. Wastewater services

### 7.1. Supply of wastewater service

If your property is connected to our wastewater system, we will supply you with wastewater services to meet your reasonable needs for the discharge of residential sewage except:

- where we are entitled to discontinue supply under clause 12 or
- in the case of planned interruptions and unplanned interruptions, under clause 8
- in the case of events beyond our reasonable control.

You must not discharge into our wastewater system substances that are prohibited. Details of these are on our website at [www.nararaecovillage.com/nev-water/](http://www.nararaecovillage.com/nev-water/). Normal domestic wastewater is permitted.

### 7.1. Wastewater overflow

We will make every reasonable effort to minimise the incidence of wastewater overflows on your property due to a failure of our wastewater system.

If there is a wastewater overflow on your property due to the failure of our wastewater system, we will:

- Respond promptly
- Minimise inconvenience and damage to you by ensuring the overflow is contained as soon as possible
- Clean up the affected area as quickly as possible at our cost and in such a manner to minimise the risk to human health, and;
- Make good any damage to your Property as a result of the failure of our wastewater system.

### 7.3. Blockage of your wastewater system

If a blockage occurs and you suspect that it is a blockage in our system, you should notify us.

If the blockage occurs in our wastewater system, we will clear the blockage at our cost. However, you may be liable to pay to the extent you have contributed to the blockage.

If the blockage occurs in your wastewater system, you are responsible for arranging the blockage to be cleared by a licensed plumber at your cost.

### 7.4. Trade wastewater

You may discharge trade wastewater into our wastewater system only if you have obtained our prior written permission and entered into a trade waste agreement with us. This agreement will detail permitted rates of discharge.

We will give you our prior written permission and enter into a trade waste agreement with you only if we are able to accept, transport and process trade wastewater that you discharge in full compliance with applicable safety and environmental laws, our Licence and the Act. You can contact us to obtain further information on the guidelines and standards for obtaining a trade wastewater agreement.

## 8. Service Interruptions

### 8.1. Unplanned service interruptions

If there is an unplanned interruption to our supply of Services to you, we will make every reasonable effort to minimise the inconvenience to you by:

- restoring the service as quickly as possible; and
- providing as much information as practicable on our website at [www.nararaecovillage.com/nev-water/](http://www.nararaecovillage.com/nev-water/), which will advise you how long the interruption is likely to last based on the best information available at the time.

### 8.2. Planned service interruptions

We may need to arrange planned interruptions to our supply of Services to you to allow for planned or regular maintenance of Our System or the systems of any public water Authority that interface with Our System. We will tell you of the expected time and duration of any planned interruption, at least two working days in advance, unless you agree to another period.

We will use reasonable endeavours to ensure the planned interruption is minimized.

### 8.3. Water restrictions – Drought

In accordance with our Licence, the Act and other laws, restrictions may be placed on the use of water we supply to you in the case of drought events. You must comply with our supply conditions during this time. We will publish our drought supply conditions on our website at [www.nararaecovillage.com/nev-water/](http://www.nararaecovillage.com/nev-water/). These may include:

- restrictions on the use of water, including the purpose for which water may be used;
- a variation of charges consistent with our Licence; and
- other conditions that we consider appropriate, including the purposes for which water can be used, the times when water can be used, the quantities of water that can be used, and the means or methods of use of water.

We will also make every reasonable effort to notify you immediately following the imposition of any such water restrictions of any applicable conditions, where applicable.

### 8.4. Water restrictions - Major operational difficulty

In accordance with our Licence and the Act, we may need to shut down a water supply source in the event that a major operational difficulty occurs in relation to our water system or that of our bulk water supplier. If customer demands for water are high at the time of such an event, we may interrupt the supply, or place restrictions on the use of our water supply services to you until such time as the operational difficulty is over.

Where practicable, we will publish our supply/use conditions under these circumstances on our website at [www.nararaecovillage.com/nev-water/](http://www.nararaecovillage.com/nev-water/). These may include:

- restrictions on the use of water, including the purpose for which water may be used; and
- other conditions that we consider appropriate, including the purposes for which water can be used, the times when water can be used, the quantities of water that can be used, and the means or methods of use of water.

## 9. What you pay

### 9.1. Responsibility to pay your account

As the owner of Property to which the Services are provided, you are our Customer and, as such, you are responsible for the account.

### 9.2. How and when our charges are made

We will charge you by invoice sent to the email or postal address you have provided to us on the following basis:

- Fixed service charges – quarterly in advance; and
- Variable usage charges – quarterly in arrears.

If you have no email address, we will post the invoice to your billing address.

### 9.3. What appears on your invoice

Your invoice will include the following details:

- your Customer ID number
- your Property address
- the account period to which it applies
- your meter ID number(s)
- the usage charges in arrears for each meter
- the service fees in advance
- any other fees and charges payable
- the total amount due
- the date payment is due or will be deducted from your account
- contact telephone numbers for account enquiries and emergency services
- instructions for interpreter services
- a comparison of past and present water usage.

### 9.4. How and when invoices are sent

We will send your invoice by email to the latest email address we have for you, unless you have chosen to accept invoices by postage, in which case we will post your invoice to the latest postal address we have for you and may charge you our reasonable costs for sending invoices by post.

You will be taken to have received your invoice when it has been sent electronically to your email address, or in the case of posting, 3 working days after it has been posted. If your contact details change, you should update these using our contact details listed on our website at [www.nararaecovillage.com/nev-water/](http://www.nararaecovillage.com/nev-water/).

### 9.5. How payment can be made

As part of the registration process and to open an account to receive the Services you must provide us with your billing email address or postal address. Based on these details, we will send you a quarterly invoice showing the due date for payment, which is 21 days from invoice date.

We accept payment via direct credit, Visa card, Mastercard or cheque. No other payment methods are accepted.

### 9.6. Missed payments – Code of conduct for debt recovery

If you have missed a payment you should view our **Code of Conduct for Debt Recovery** on our web site at [www.nararaecovillage.com/nev-water/](http://www.nararaecovillage.com/nev-water/). This document describes our process if a customer misses one or more payments.

After any missed payment, we will contact you in order to discuss the situation and to determine the appropriate remedial course of action and we may:

- a) charge you a late payment fee and interest on any such missed payments at a rate equivalent to 2% over the current Business Mortgage rate as published by Australian and New Zealand Banking Group - the interest will accrue on a daily basis commencing on the due date until such amount has been settled in full;
- b) charge you our reasonable costs and fees incurred in recovering (or attempting to recover) any overdue amount;
- c) notify relevant credit agencies, and/or take other legal action to recover any overdue amount; and
- d) where the customer is not the occupier of the Property to which our Services are being provided, subject to relevant privacy law, attempt to contact the occupier to discuss the outstanding payment and determine if the occupier wants to settle the payment directly on behalf of the customer to avoid any disruption to or restriction of the delivery of the Services.

If the Property is tenanted, you agree that, without limiting clause 9.11 you are indebted to the occupier for any amount you owe us for which payment has been made to us by the occupier.

### 9.7. Undercharging

If, as a result of our error, we have charged you less than what you are required to pay us we may at our discretion adjust your next invoice to include the amount (or amounts) by which you were previously undercharged. If the undercharging is due to you providing incorrect information or there has been an unauthorised connection or you have breached this contract or relevant law or regulation, you must pay the correct amount on request.

### 9.8. Overcharging

If, due to our error, we have charged you more than what you are required to pay us, we will apply a credit to your next account after we become aware of the error.

### 9.9. Payment disputes

If you do not consider that the charges on your account are correct, you may contact us via the telephone number or email address shown on our website at [www.nararaecovillage.com/nev-water/](http://www.nararaecovillage.com/nev-water/). In some cases, we will require you to provide evidence to support your claim. If there is an unresolved dispute concerning an amount of money to be paid by you, you must pay the undisputed amount by the due date shown on your account.



## 9.10. Liability for unpaid charges on change of ownership

You are liable to us for the unpaid amounts for the Services provided to the Property owned to us by the previous owner of the Property.

## 9.11. Lessee may pay and recover charges under customer contract

If you are a lessor of the Property and the lease of the Property provides, expressly or impliedly, that the lessor of the Property is to pay contract charges to the relevant water utility, you agree that the lessee may pay to us any charges that are due but unpaid by you and may:

- (a) recover the amount paid from you as lessor as a debt due to the lessee; or
- (b) deduct the amount paid from any rent, licence fee or other occupation fee payable by the lessee to you as the lessor.

## 9.12. Interpreter Services

Should you require assistance in another language you can contact the Australian Translation and Interpreting Service (TIS) on 13 14 50 for assistance.

# 10. How prices are determined

## 10.1. Notification of price variations

We will set and vary charges from time to time, but only in accordance with our Licence, the Act and any prices and methodologies determined by the NSW Independent Pricing and Regulatory Tribunal (IPART).

We will publish our charges on our website at [www.nararaecovillage.com/nev-water/](http://www.nararaecovillage.com/nev-water/), but they are subject to change. We will let you know of any material changes. Any changes will start on:

- the first day of the next billing cycle; or
- any other date we nominate after we have published the change; or
- a date (if any) determined by IPART.

When the start date for a change falls part way through your billing period, we will apply the variation of charges on a daily pro-rata basis.

## 10.2. Charges

All current charges are published on our website at [www.nararaecovillage.com/nev-water/](http://www.nararaecovillage.com/nev-water/) and are subject to annual review. We will let you know of any changes, which will also be published on our website at [www.nararaecovillage.com/nev-water/](http://www.nararaecovillage.com/nev-water/). All variable rate charges are based on usage. The following are the most common charges:

### Residential

- Connection charges – fixed rate
- Wastewater service charge – fixed rate
- Recycled water service charge – fixed rate
- Drinking water service charge – fixed rate
- Drinking water usage charge – variable (\$/kL)

### Business

- Connection charges – fixed rate
- Wastewater service charge – variable (based on discharge factor)
- Recycled water service charge – fixed rate

- Drinking water service charge – fixed rate
- Drinking water usage charge – variable (\$/kL)

If you are a business Customer you may be required to enter into a trade waste agreement with us and will be charged for our wastewater service by applying a wastewater discharge factor in relation to your water usage. This discharge factor varies and is calculated on a customer-by-customer basis depending on the nature of your business.

At your request, we may adjust the determined wastewater discharge factor for your Property if you provide verifiable evidence that the wastewater discharge from your Property differs from the wastewater discharge factor we have determined.

Where significant wastewater discharge volumes from your Property originate from sources other than a metered drinking water supply or metered recycled water supply (for example, from rainwater or other on-site sources, tankered water or effluent), we may at our discretion apply an additional discharge factor or require the wastewater discharge to be metered by a meter approved by us. The supply and installation of the approved wastewater meter will be at your cost.

Where a wastewater discharge factor is varied, the revised charge will apply from the beginning of the next billing period. We will notify you of any change to your discharge factor.

### 10.3. Other costs and charges

#### **Costs for installing and connecting the Services**

You must pay the installation costs of a connection and the construction of any necessary works from your Property (or where the Customer is an owners corporation or co-operative or the Property is a lot in multi-storey premises, the Building Plumbing System) to the Services.

Connection to the Services must be approved by us and comply with the conditions we set to ensure the safe and reliable supply of the Services. The connection must be undertaken by a licensed plumber and in accordance with relevant plumbing codes, regulations and standards and our published connection requirements.

#### **Charges for other matters**

In the event you do anything that causes damage to Our System, you will be accountable for any costs and expenses we incur as a direct result in connection with any repair or replacement work undertaken.

## 11. Financial hardship, discounts and rebates

If the Property is residential and you are an individual person (and not a corporation or body corporate) experiencing financial hardship or payment difficulties:

- you should contact us to discuss the situation; and
- you have a right to defer payment for a short period of time.
- If we agree to enter into a payment plan arrangement with you, we may:
  - enable you to make payments by instalments;
  - inform you about the period of the payment plan and the amount and frequency of each instalment;
  - provide for instalments to be calculated having regard for your consumption needs, your capacity to pay and the amount of any arrears you are required to pay, and;
  - provide you with procedures that are fair and reasonable for dealing with financial difficulty.

We may also, from time to time, offer other assistance (discounts and/or rebates). Details of plans and/or programs, if applicable, can be found on our website at [www.nararaecovillage.com/nev-water/](http://www.nararaecovillage.com/nev-water/). In addition, Government programs may offer support. Any details of these Government programs will be on our website at [www.nararaecovillage.com/nev-water/](http://www.nararaecovillage.com/nev-water/), but may change from time to time.



## 12. Restriction of water and wastewater services

### 12.1. Restriction of supply for non-payment

If you are unable to pay your account due to financial hardship please refer to Section 11. If you have missed a payment by the due date and have not made alternative payment arrangements with us, we may, subject to Section 12.3 below, restrict any or all of the Services, or take legal action in order to recover the debt, or both.

The restriction may include reducing the flow of water delivered to your Property.

You are likely to face additional costs if we proceed to restrict Services, or if legal action is taken.

### 12.2. Restriction of supply for other reasons

We may also restrict (or in serious cases, disconnect) the supply of Services to your Property in the following circumstances:

- if Your Water System or Your Wastewater System has not been authorised or does not comply with applicable codes, regulations and standards or our connection requirements;
- you fail to rectify a defect in Your Water System, Your Wastewater System or your landscaping where it compromises the operation and/or maintenance of our water and/or wastewater system, as requested by us in accordance with Section 16;
- you breach this contract, the Act or other agreement with us concerning the use or taking of water or the discharge of wastewater or stormwater or access onto your Property;
- you discharge trade wastewater into our wastewater system without a trade waste agreement with us or do not comply with the conditions of the trade waste agreement;
- if a serious health, environmental or operational risk is posed by the discharge of chemicals or other substances from your Property into our wastewater system;
- if a serious health or environmental risk is posed by backflow of any substance from Your Water System into our water system;
- if you have not correctly installed and maintained a backflow prevention device prior to being connected to our water system or have failed to provide a test report by the due date (if required);
- you use your recycled water in a manner inconsistent with its intended purpose or in a manner contrary to the information we provide about using recycled water; or
- where we are entitled or required to restrict or to discontinue supply under an applicable law.

### 12.3. Restriction and legal action

We will not restrict supply of Services or begin legal action in the case of Section 12.1 above:

- without explaining alternative payment options;
- if there is an unresolved dispute as to the amount owing; and
- if you have entered into a payment arrangement with us and are complying with it.

We will not restrict supply of Services:

- if any occupier of the Property needs water for a registered haemodialysis (ie. kidney dialysis) machine or other reasonable medical need;
- without giving reasonable notice to the occupier of the Property that we intend to restrict the supply; or
- if a related complaint is being considered for resolution by us, or the relevant ombudsman service or is the subject of legal proceedings.

## 12.4. Minimum flow rate during restriction

If we restrict the supply of Services, we cannot reduce the flow of drinking water below that necessary for basic sustenance and hygiene. If you believe that the restriction will cause a health hazard you should contact us.

## 13. Disconnection by a customer

You may disconnect your Property from the Services if:

- you have complied with all applicable health, environmental and local council regulatory requirements;
- you have given us all information we may reasonably require;
- you have given us 30 days' written notice;
- you or your contractor have given us 30 days' notice of the disconnection from either system, paid the relevant fees, booked an inspection of the work and returned any of our property to us (eg. our water meters); and
- the disconnection is undertaken by a licensed plumber and conducted in accordance with applicable plumbing, drainage or other regulations or standards.

We will continue to charge you a service charge for our Services, even if you are not using the Services, until the disconnection has been confirmed and/or any of our property is returned to us.

### 13.1. Restoration of Services after restriction or disconnection

When the reason for the disconnection or restriction of the Services no longer exists or if there is mutual agreement to restore Services, we will restore these Services as soon as practicably possible.

You will need to pay a reconnection fee for the Services to be restored to your Property. This fee will be determined at the time by reference to the particular circumstance relating to your reconnection.

## 14. Redress

### 14.1. Limitation of liability

The only promises we make about the goods and services we provide under this contract and the only guarantees, conditions and warranties for which we are liable are:

- those set out in this document and those that the law says are implied or cannot be excluded; and
- the consumer guarantees under the Competition and Consumer Act 2010 (Cth).

However, where we are liable to you because of a breach of a condition or warranty that the law says is included in this contract, our liability is, to the extent permitted by law, limited to:

- replacing the goods and services to which the breach relates; or
- at our option, paying you the cost of replacing those goods, or having the services supplied again.

The limitation of our liability does not affect rights you have under a law that says we cannot exclude or limit.

## 15. Responsibilities for maintenance and repair

### 15.1. Your Water System

If you are a property owner, you own and are responsible for maintaining and repairing all of the pipes and fittings between our water system and the buildings and/or taps on your property. This is referred to as your water system.

As a property owner, you are responsible for any damage caused by a failure of your water system.

if you are an owners corporation (to the extent that it relates to drinking water or recycled water) the Building Plumbing System; and are responsible for any damage caused by a failure of Your Water System or the Building Plumbing System as the case may be.

We will maintain and repair our water system up to but not including the Customer's Connection Point.

Except in the case of multi-storey building customers, the Customer's Connection Point is at the point on the meter valve assembly immediately downstream of the water meter.

For multi-storey building customers (typically owners corporations), the Customer's Connection Point is the point that is the upstream face of the:

- (1) inlet flange of the connection between our water system and the Building Plumbing System for the conveyance of water to apartments and to common property areas, which is typically a booster pump located in the basement of the building; and
- (2) any "T-off" branch connection from the main building connection pipework of our water system leading to the Building Plumbing System.

To the extent Our System is on your Property, there will either be an easement on title reflecting that, or in the absence of any such easement, you agree to grant an easement in respect of that part of Our System, failing which you agree to grant us unfettered access to Our System for the purposes referred to in Section 20.1.

We do not maintain or repair:

- the Building Plumbing System as it relates to drinking water or recycled water;
- illegal services and water services installed contrary to appropriate codes, regulations and standards or our connection requirements;
- dedicated fire services or combined fire and domestic water services connected to Our System;
- water services connecting to privately-owned water mains such as in some community title subdivisions or shared private services;
- private water services connecting to our water mains under the terms of a 'Non-standard Agreement'; or
- faults resulting from willful or negligent damage.

You are also responsible for rectification of any illegal services installed contrary to appropriate codes, regulations and standards or our connection requirements.

We will also not meet the costs of installing any private services or modifying, upsizing or relocating existing private systems.

We are not responsible for installing, maintaining, repairing or annual testing of backflow prevention containment devices (ie. devices to prevent the reverse flow of water from a potentially polluted source into the drinking water supply system) on your Property.

Please see also Section 15.2 below, our website at [www.nararaecovillage.com/nev-water/](http://www.nararaecovillage.com/nev-water/) if you have any questions about the repair and maintenance responsibilities in relation to the Services.

## 15.2. Your Wastewater System

Your Wastewater System comprises all wastewater pipes, fittings and other apparatus within your Property upstream of the downstream Section of the Customer's Connection Point with our wastewater system, and includes the Customer's Connection Point (and if you are an owners corporation, the Building Plumbing System).

You are responsible for operating, maintaining and repairing Your Wastewater System.

For all wastewater systems other than multi-storey buildings, the location of the Customer's Connection Point depends on the extent to which the sewer pipe was laid to the Property when the sewer system was installed. Where the wastewater main is in the Property to be connected, this is usually the junction on the wastewater main or the junction on the top of a riser. Where the gravity wastewater main is not in the Property to be connected, this may be the end of a branch line, which is usually about 1.2 meters inside the boundary of the Property to be connected. The Customer's Connection Point may be outside the Property.

We do not maintain or repair:

- the Building Plumbing System as it relates to wastewater;
- wastewater services connecting to privately owned wastewater mains such as in some community title subdivisions or shared private services;
- private wastewater services connecting to our wastewater system under the terms of a 'Non-standard Agreement'; or
- faults caused by willful or negligent damage.

You are responsible for rectification of any illegal services installed contrary to appropriate codes, regulations and standards or our connection requirements.

We will not be liable for the cost of installing any private services or modifying, upsizing or relocating existing private services.

## 16. Defective or unauthorised work

In this Section, 'defective or unauthorised work' means any service on your Property that includes:

- construction or use of a service that does not comply with current codes of practice, standards, legislation or regulations; and/or
- a blockage or leakage from, or into, the service.

If we become aware that any part of Your System is defective or unauthorised and impacts or poses a risk to the operation of the Services or Our System, we will request the defect to be fixed within a period that, in our opinion, allows sufficient time for you to arrange and carry out the necessary rectification.

If you do not comply with the notice, we may at our discretion restrict the Services or disconnect the Services until it is fixed. We may also remedy the defective or unauthorised work and you will be charged the reasonable costs incurred by us in undertaking this work.

### 16.1. Giving notice of system failures

You should inform us if you become aware of any failure of Our System delivering the Services. If you notify us of an interruption to your supply or a burst or leak in Our System, a disruption to the wastewater drainage from your Property or an overflow or leakage from Our System, we will ensure that the problem is attended to as soon as practicable.

## 17. Building, landscaping and other construction work

You must not undertake building, landscaping or other construction work that is over or adjacent to Our System and which may damage, interfere with or obstruct access to Our System without first obtaining our consent.

Approvals for building, landscaping or other construction work that involves building over, or adjacent to Our System are to be requested from us in advance of any activity being undertaken on the Property. If you do not obtain any such approval prior from us, you will be obliged to disassemble any such building, landscaping or other construction work and reinstate to prior condition or such condition we advise.

Conditions may apply to any approval for building, landscaping or other construction work that is over, or adjacent to Our System delivering the Services.

Failure to obtain approval or comply with the conditions of an approval will limit our obligation to reinstate building, landscaping or other construction work or liability for compensation as a result of our need to access Our System.

Properties with an existing service must be metered during the building period if the building work requires a water supply from us. The water meter must be accessible (as described in Section 21.4 at all times).

## 18. Connections to the Services

New customers should complete the Request for Connection form. This can be obtained on our website.

Connections to the Services and Our System are to be made using a licensed domestic plumber and in accordance with our connection policies and any other plumbing and drainage regulations, codes and standards that may apply.

In order to ensure public safety the property owner responsible for any plumbing works must supply NEV Water with copies of plumbing certificates signed by licensed plumbers and stating that the work complies with AS 3500 and the NSW Code of Practice for Plumbing and Drainage for any plumbing works undertaken at the property.

### 18.1. Altering and unauthorised connection or use

You must not:

- wrongfully take, use or divert any water supplied by us; or
- wrongfully interfere with the operation of a meter or prevent a meter from registering the quantity of any water supplied by us; or
- wrongfully discharge any substance into any system owned or operated by us.

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

## 19. Removal of trees

If a tree on your Property is obstructing or damaging the Services or Our System, or is reasonably likely to do so, we may require the removal of the tree at your cost.

We will give you reasonable notice in writing requiring you to remove the tree. You may with our consent and at your cost, take steps to eliminate the cause of damage or interference to the Services or Our System, without removing the tree.

If you fail to comply with the notice to remove the tree, then we may remove the tree and recover the costs of removal from you.

We cannot require a tree to be removed that is the subject of a protection or conservation order under the Heritage Act 1977 (NSW), the National Parks and Wildlife Act 1974 (NSW), local council regulation or any other applicable law.

## 20. Entry onto a customer's property for maintenance and/or alterations

### 20.1. Access to Our System

You must ensure that we have safe access to your Property to:

- install, commission, inspect, test, maintain, repair, alter, upgrade or replace Our System, irrespective of where Our System is located;

- ensure that this contract, our Licence or the Act is being complied with for other purposes set out in the Act or other applicable laws; and
- read a meter.

## 20.2. Identification

When we enter your Property, our employees or contractors will carry identification that will be shown to you (or to any person present at the time of access).

## 20.3. Notice of access

We will give you, or the occupier of your Property, two days' notice specifying the date, and approximate time of our entry onto your Property, unless you agree to a shorter notice period.

We will not give you notice in cases where:

- in our opinion entry is required urgently;
- the purpose is to read, fit, exchange, repair or maintain a meter;
- giving notice would defeat the purposes of entry;
- we intend to conduct a water restriction investigation on your Property;
- we conduct a general inspection such as meter, plumbing or a backflow device or trade wastewater inspection, or;
- to assess the operation or condition of Our System where that inspection is not intrusive.

## 20.4. Impact on customer's property

If we enter your Property we will ensure that we:

- cause as little disruption or inconvenience as possible; and
- remove all rubbish and equipment we have brought on to the Property.

If our activities result in damage or loss to you or your Property, we may provide redress as outlined in Section 14.

# 21. Water meter reading, installation, testing and maintenance

## 21.1. Measuring water supplied

Unless we otherwise agree, a meter will measure the quantity of drinking water that we supply you.

You will be charged for the quantity of drinking water supplied to you measured by the drinking water meter, unless the meter is faulty and we are required to adjust what we charge you under Section 21.3.

If a meter is stopped, damaged or cannot be read, an estimated consumption will be calculated on a basis which is representative of your consumption pattern.

Where in our opinion no satisfactory basis exists to adjust a usage charge, we will negotiate with you a mutually agreeable adjustment of charges based on an estimated reading.

When the price for drinking water is varied on a date that falls within your meter reading period, we will apply the new price on a pro rata basis.

## 21.2. Water meter installation and maintenance

We will supply you with the meter referred to above that complies with the relevant Australian Standard. You must not remove a water meter from your Property without our consent.



We may require you to meter each individual Property served by a single connection to our water system. Your plumber or designer should check our published requirements during the planning stage.

Except for a Property which is an apartment in a multi-storey building, a backflow prevention device of a type approved by us may be required to be fitted to the outlet of the drinking water meter.

You are required to pay for installation of meters and ensure that they are installed either by us or a licensed plumber. The installed meters remain our property and we will maintain them. We may charge you for the cost of replacement of a meter if it is wilfully or negligently damaged. Where the meter is owned and operated by your owners corporation, that owners corporation is responsible for the maintenance of the meters.

We may require that you fit a meter to your fire service if this is an Authority requirement.

### 21.3. Meter testing

If you consider that the meter is not accurately recording water passing through it, you may ask us to test it. We will send you the meter test results on your request.

You will have to pay the costs of the meter test prior to the test proceeding. This cost will be refunded if the meter is shown to be inaccurate.

If the test shows that the meter is over recording or under recording in accordance with the relevant Australian Standard, we will:

- replace or repair the meter;
- refund any charge paid by you for the test; and
- recalculate your account on a basis that is representative of your consumption pattern.

### 21.4. Access to the water meter

We may enter your Property without notice for the purposes of reading, testing, inspecting, maintaining, repairing, and replacing meters.

You must ensure that meters are reasonably accessible to us (including our representatives) for meter reading, meter testing or maintenance purposes. The meters and the visible pipe connected should be clear of concrete, plants, trees, bushes and other obstructions.

If you have not provided reasonable and safe access to your meter, we will (unless we read using telemetry) bill you on an estimate of your use and will also recover the cost of the attempted meter reading.

Unless we read meters using telemetry, if you have not provided reasonable and safe access to meters for a reading on two or more occasions, we will:

- relocate the meters; or
- seek access at a time suitable to you, which will incur an additional fee; or
- ask you to read the meters on our behalf; or
- make other arrangements with you.

You will be responsible for any costs incurred for the work detailed above.

Unless we read meters using telemetry, if you cannot provide reasonable access for reading a meter on an ongoing basis and we cannot come to a mutually acceptable solution, we may treat your Property as un-metered and may impose an imputed service and usage charge. The imposition of imputed charges does not affect our right to address meter access issues at any subsequent time.

### 21.5. Meter replacement

We will replace the meter at no cost to you if the meter:

- is found to be defective; or

- if it can no longer be reasonably maintained; or
- is replaced as part of a meter replacement program.

If we incur additional costs to replace the meter because of actions by you (eg. restricted access to the meter, structural work at or near the meter), you have to pay us those additional costs.

We will attempt to notify you at the time of replacement and advise you that a new meter has been installed.

## 21.6. Telemetry

Where we read meters using telemetry but there is a problem with the telemetry system or the building's shared information technology network affecting the meter data, we bill you on an estimate of your use.

## 22. Further Information About Your Water Services

Education information regarding the potable water, recycled water and sewage services we provide, including how your behavior may affect our services and how to save water is available on our web site at [www.nararaecovillage.com/nev-water/](http://www.nararaecovillage.com/nev-water/).

### 22.1. General enquiries

If you have a written or verbal question which can be satisfied by providing information, advice, assistance, clarification, explanation or referral to an external body (Enquiry) relating to an account, payment options, concession entitlements or other information about the Services, we encourage you to contact us as follows:

- by telephone between 8.30am and 5.00pm (Australian Eastern Standard Time) Monday to Friday on (02) 4328 1588 or such other telephone number as may be notified to you

If we cannot resolve your enquiry immediately, we will endeavour to respond to your request promptly.

### 22.2. Emergency assistance

In the event of a break down in any of Our System, an unplanned interruption to supply, or a water quality or water pressure problem, we provide a 24 hour emergency telephone service on (02) 4328 1588 or such other telephone number as may be notified to you.

### 22.3. Interpreter and TTY services

We will provide an interpreter service for people from non-English speaking backgrounds on request. Please contact the NEV Water office by phone, email or in person using the contact details published on our website at [www.nararaecovillage.com/nev-water/](http://www.nararaecovillage.com/nev-water/) to request access to these services.

## 23. What can I do if I am unhappy with the service provided by NEV Water?

We recognise that customers may need to contact us to make a complaint if a service, product, decision or action fails to meet their expectations. If you have a complaint, please view our Code of Conduct for Customer Complaints at [www.nararaecovillage.com/nev-water/](http://www.nararaecovillage.com/nev-water/).

This Code, which is compliant with the Australian Standard for Complaint Handling - AS ISO 10002 - 2006, covers:

- Complaints handling
- Complaints resolution
- Escalation
- Compliance and continuous improvement.

## 24. Privacy

NEV Water is committed to preserving and respecting the privacy and confidentiality of our customers. We ensure customers' information is managed in accordance with the Privacy Act 1998 (Cth) and the Australian Privacy Principles as set out in our privacy policy available at <http://nararaecovillage.com/privacy/>. Those policies include information about how you can access your personal information (including credit and credit eligibility information) which we hold and how to make a complaint about how we handle your personal information or seek correction of that information.

We collect your personal information so that we can provide you with our services, provide information about our services, develop and enhance our services and carry out our activities. If we do not collect your personal information we will not be able to provide you with our services.

To the extent permitted by law, by entering into this contract you consent to us:

- a) if the property is part of a strata scheme, obtaining your contact details (including address if you are not an owner occupier) from the owners corporation or strata manager of the strata scheme; and
- b) exchanging information about your creditworthiness, credit standing, credit history or credit capacity with credit reporting agencies, other credit providers, other suppliers, or our agents, contractors and franchisees, and, (if the property is part of a strata scheme) with the owners corporation and strata manager of the strata scheme.

We generally do not disclose your personal information to persons or entities outside Australia.

## 25. Termination and variation

### 25.1. Termination of this contract

This contract will terminate between us and you if you cease to be covered by this contract as described in Section 3.

The termination of this contract does not affect any rights or obligations of you or us that accrue prior to termination.

If this contract, or part of the contract, terminates because you have requested that some or all of the Services that we provide to your premises be transferred to another supplier licensed under the Act, then we will comply with the relevant provisions of the Act.

When you leave the connected residence you need to:

- notify us of the date you will depart, at least two weeks prior to your departure; and
- provide us with the details of the new incoming owner of the property and your conveyancing agent so we can conclude any arrangements with you and close your account.

You will be liable for any costs and expenses incurred by us if you do not comply with the above. Please refer to our website at [www.nararaecovillage.com/nev-water/](http://www.nararaecovillage.com/nev-water/) for further details.

### 25.2. Variation of this contract

We may vary or substitute this contract from time to time. If we do so, we will let you know by describing the change in an invoice and/or by email to the latest email address we have for you. The up to date version of this contract will be published on our website at [www.nararaecovillage.com/nev-water/](http://www.nararaecovillage.com/nev-water/) and available from our office for access or collection free of charge.

## 26. Definitions and interpretation

### 26.1. Definitions

Act	means the <i>Water Industry Competition Act 2006 (NSW)</i> together with the <i>Water Industry (General) Regulation 2008 (NSW)</i> as amended or replaced from time to time.
Area of operations	is the area within which NEV is authorised to exercise the rights conferred by the licence.
Authority	is any public or private authority having jurisdiction and may include us.
Building Plumbing System	means, in a high rise building, the plumbing system between the Customer's Connection Point and Your System.
Charges	includes any charge or fee payable under this Contract or other contract made between NEV and a customer for the provision of Services.
Co-operative	A body that is owned, controlled and used by its members (eg. separate owners corporations within a precinct), with its main purpose being to benefit its members.
Connection Requirements	means NEV's published requirements for connection to its Services. These requirements are intended to ensure that there is adequate capacity in the systems for customer connection and that the Our systems are protected against potential problems that could arise from defective connections and defective customer systems.
Contract	means this Customer Contract.
Customer	is defined in Section 3.
Customer's Connection Point	is the customer's connection point to the relevant: (a) water main (ie such part of our operator's water infrastructure as comprises the main water pipe from which water is distributed to premises); and (b) sewer main (ie such part of our operator's water infrastructure as comprises the main sewage pipe into which sewage is distributed from premises).
Defective and unauthorised work	means any drinking water, recycled water, wastewater or storm water service on your property that includes: • construction or use of a service that does not comply with current codes of practice, standards, legislation or regulations; and • and/or a blockage or leakage from, or into, the service.
Disconnection	means the stopping (either temporarily or permanently) of our supply of Services to your property.
Domestic wastewater	includes all liquids and any substances in them, which may be discharged into our wastewater system from a residential property, including discharges from toilets, hand basins, urinals, sinks, baths, showers, washing machines and similar items.

Drinking water	means water that is intended for human use and consumption and free of harmful chemicals and disease-causing organisms.
Drought	includes a prolonged period of low rainfall resulting in an actual or potential water shortage.
Financial hardship	means situations where a customer desires to pay an account, but is unable to pay all or some of the account or is unable to pay by the due date.
Law	means any act, regulation or Authority requirement.
Licence	means each of the relevant Network Operator's licence and the Retail Supplier's licence held by NEV under the Act.
Maintenance	includes repairs and replacement, and, where relevant, testing and inspection.
Meter	is the device used to measure the drinking water or recycled water use on the property. This includes any remote reading equipment and associated telemetry, wiring, power, plumbing and servicing equipment.
NEV	means Narara Ecovillage Co-operative Ltd (ABN 86 789 868 574)
Our System	means any one or more of our wastewater system and/or our recycled water system and/or our water system.
Our water service	means the services we are permitted to provide by the Licence and any applicable law in relation to storing and supplying drinking water and recycled water.
Our water system	includes the tanks, pumps or pumping stations, water mains, pipes, treatment plants, controls and other equipment which we must use, manage, operate and maintain under the Act to store and supply water and recycled water.
Our wastewater service	means the services we are permitted to provide by the Licence and any applicable law in relation to providing wastewater services and disposing of wastewater.
Our wastewater system	includes the pumps and pumping stations, wastewater mains, pipes, treatment plants and other equipment which we must provide, manage, operate and maintain under the Act to provide wastewater services and disposal or reuse of wastewater.
Owner	a person who holds ownership title to the property.
Owners corporation	a body made up of all the owners in a strata scheme which has responsibility for common property.

Planned interruption	means an interruption to the Services initiated by us to allow maintenance to be undertaken and for which notice has been given to you.
Property	means <ul style="list-style-type: none"> <li>• an individual dwelling or premises used for any purpose; or</li> <li>• land, whether built on or not built on (excluding public land); or</li> <li>• a lot in a strata plan or a stratum lot that is registered under the Strata Schemes (Freehold Development) Act 1973 or the Strata Schemes (Leaseholder Development) Act 1986 or other relevant law; or</li> <li>• common property in such a strata plan,</li> </ul> that is connected, or for which a connection is available, to our water system or our wastewater system.
Recycled water	is recycled water that is derived from treated wastewater and is not suitable for drinking at the time of supply by us.
Residential customer	means a customer who owns or occupies residential property, being property: <ul style="list-style-type: none"> <li>• that is the customer’s principal place of residence; and/or on</li> <li>• land categorised as residential under the Local Government Act 1993.</li> </ul>
Restriction	means a direct intervention in the water supply system by NEV in order to reduce the flow rate or water pressure to a customer’s property. See separate and unrelated definition for “Water restrictions”.
Services	means our water service and/or our wastewater service
Service charge	is a charge for service availability (rather than use) of our wastewater service, recycled water service, or drinking water service, where the Property is connected to the wastewater, recycled water, or water service.
Strata manager	a licensed professional who is engaged by an owners corporation to deal with the everyday needs of managing a strata scheme.
Strata scheme	a building or collection of buildings that has been divided into 'lots' that can be individual units/apartments, townhouses or houses, in which a person owns an individual lot and also shares the ownership of common property with other lot owners.
Trade wastewater	includes any liquid, and any substances contained in it, which may be discharged into our wastewater system, and any vehicle transporting wastewater, including septic effluent and wastewater from ships and boats. Trade wastewater does not include sewage from residential premises connected to our wastewater system. The term trade wastewater as used in this document includes run off from contaminated open areas.
Unplanned interruption	means an unscheduled interruption to supply of Services.



Wastewater	means untreated or partially treated material contained within our wastewater system, consisting of discharges from residential properties, or trade wastewater.
Wastewater overflow	a discharge of wastewater from our wastewater system. These overflows may occur in wet or dry weather.
Water restriction	means a restriction by us on the use of water in accordance with a law or with the Licence.
We, our or us	means Narara Ecovillage Co-operative Ltd and its relevant wholly owned subsidiaries responsible for supplying or providing the Services or operating our water system or our wastewater system, including their respective officers, employees, agents and contractors.
Your System	means one or both of Your Wastewater System and/or Your Water System.
Your Wastewater System	is defined in Section 15.2.
Your Water System	Is defined in Section 15.1.
You or your	means our customer for the purpose of this contract.

## 26.2.

### 26.2. Interpretation

In this contract, the following interpretations apply:

- A person includes an individual, a body corporate, an unincorporated body or other entity.
- The law includes legislation, regulations, licences, orders, mandatory codes, permits and directions.
- A working day is Monday to Friday, excluding New South Wales gazetted public holidays.
- The singular includes the plural and vice versa.
- If there is any inconsistency between this contract and any law, the law will prevail to the extent of the inconsistency.
- The reference to document, instrument or law includes any amendments, revisions, renewals or reprints from time to time.
- Where a word is defined, any other grammatical form of that word has a corresponding meaning.