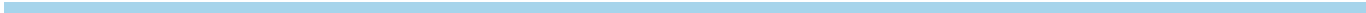


Customer contract

Contents

Foreword	1	6. Water meter reading, installation, testing and maintenance	4
1. What is a customer contract and who is covered by it?	1	6.1 Reading the water meter	4
1.1 What is a customer contract?	1	6.2 Maintaining the water meter	4
1.2 Who is covered by this contract?	1	6.3 Testing the water meter	4
2. What services does Watercare provide?	1	7. Customer complaint process	4
2.1 Water services	1	7.1 General	4
2.2 Wastewater services	1	8. Changes to your contract	5
2.3 Factors affecting service	1	8.1 Change of ownership	5
2.3.1 Planned interruptions	1	8.2 Disconnecting from our networks	5
2.3.2 Unplanned interruptions	2	8.3 Terminating your contract	5
2.3.3 Limiting your water supply	2	9. Information and privacy	5
2.3.4 Large volumes of water or wastewater	2	9.1 Collecting and storing your information	5
3. What you pay	2	9.2 Using your information	5
3.1 Our price schedules	2	9.3 Sharing your information with third parties	5
3.1.1 If you obtain water from an alternative source	2	9.4 Credit checking and reporting	6
3.1.2 Infrastructure growth charges	2	9.5 Accessing and correcting your information	6
3.2 Your payment responsibilities	2	10. General legal information	6
4. Your responsibilities	3	10.1 General limitation on liability	6
4.1 Your private plumbing	3	10.2 Our rights and responsibilities under legislation	6
4.2 Protecting the public networks and treatment plants	3	10.3 Your rights under the Consumer Guarantees Act and Sale of Goods Act	6
4.2.1 Preventing damage to our networks	3	10.4 Council bylaws	6
4.2.2 Unauthorised repairs to our networks	3	10.5 Waiver	6
4.2.3 Working close to our networks	3	10.6 Transferring or assigning liabilities	6
4.2.4 Preventing contamination of water supply network	3	10.7 Notices and communications	6
4.2.5 Customer liability under this clause	3	Glossary	7
4.3 Damage to your property	3	Schedules	
4.4 Wastewater meters	4	Additional requirements schedule	8
4.5 Additional requirements	4	Domestic water and wastewater charges	9
4.6 Grease traps and other devices	4	Non-domestic water and wastewater charges	10
5. Entry to your property	4	Other charges	11
5.1 Access to our networks	4	Infrastructure growth charge terms and conditions	13



Foreword

Watercare Services Limited (Watercare) provides water and wastewater services to people and businesses in Auckland.

For more information about the contract, our company and the services we provide, please:

Visit: www.watercare.co.nz

Phone: (09) 442 2222

Email: info@water.co.nz

1. What is a customer contract and who is covered by it?

1.1 What is a customer contract?

This contract is an agreement between you, the customer, and us, Watercare. It sets out the terms under which we provide water and wastewater services to you, your obligation to pay for these services, and other rights and obligations including your rights in any dispute with us.

By using our water and/or wastewater services or by remaining connected to our networks, you are deemed to have accepted the terms and conditions of this contract. The contract takes effect automatically, without the need to sign it, and is legally binding.

The following information, which is also available on our website, is integral to and forms part of this contract:

- domestic customer price schedule
- non-domestic customer price schedule
- infrastructure growth charge terms and conditions
- point of supply information.

We may update the terms of this contract from time to time. The current version is available on our website. We will give you notice of any changes to the contract 10 working days before the changes take effect.

1.2 Who is covered by this contract?

You are our customer and are covered by the relevant clauses of this contract if you own a property and one or more of the following applies:

- your property is connected to the water network
- your property is connected to the wastewater network
- your wastewater network connection has been approved by us.

In relation to each property you own, you will be classified as either a domestic or a non-domestic customer, depending on the activity occurring at the property.

The following table sets out our criteria used to determine whether you are a domestic or non-domestic customer in relation to a particular property.

Domestic	Non-domestic
The activity occurring at the property is ONLY living and sleeping. No activity listed in the non-domestic column is occurring at the property.	The activity occurring at the property includes operating a business. This includes the business of providing commercial accommodation at the property. Indicators that a business is operating at the property include but are not limited to: <ul style="list-style-type: none">• having signage advertising the business• being GST registered• having designated parking• having a business website• requiring potable water to meet government and local government regulations (e.g. food hygiene regulations).
Note: Independent living units in retirement villages are considered a domestic activity.	Non-domestic components of retirement villages will be metered and classified as non-domestic activity.
	An activity other than living and sleeping is occurring at the property.

Trade waste

Some customers discharge trade waste into our network. This contract applies to discharges of trade waste, which is a type of wastewater. Trade waste is charged under the non-domestic wastewater tariff set out in the non-domestic customer price schedule.

Additional rules relating to trade waste discharges are set out in the Auckland Trade Waste Bylaw 2013.

2. What services does Watercare provide?

2.1 Water services

If your property is connected to the water network, we will take all practicable steps to supply you with water that meets the Ministry of Health's Drinking Water Standards for New Zealand, except:

- in the case of planned or unplanned interruptions, under clauses 2.3.1 and 2.3.2
- where we are entitled to discontinue supply, under clauses 3.2 and 8.3.

2.2 Wastewater services

If your property is connected to our wastewater network, we will collect and treat your wastewater, except:

- in the case of planned or unplanned interruptions, under clauses 2.3.1 and 2.3.2
- where we are entitled to discontinue service, under clauses 3.2 and 8.3.

2.3 Factors affecting service

2.3.1 Planned interruptions

We may have to interrupt your water supply or wastewater services in order to carry out planned maintenance or improvements on our networks.

If we need to interrupt your water supply or wastewater services for planned work, we will give you at least 24 hours' written notice and plan our work so as to minimise disruption and inconvenience to you.

2.3.2 Unplanned interruptions

We may have to interrupt your water supply or wastewater services without first notifying you if it is necessary to:

- carry out emergency inspections of or repair work on our networks
- ensure the health or safety of any person
- avoid or minimise damage to our networks or to any property.

2.3.3 Limiting your water supply

We may limit your water supply or place conditions on water use if:

- we are instructed to do so by Auckland Council or another authorised entity; for example in the event of an emergency or if there is a shortage of water
- we consider it necessary due to an unforeseen circumstance or emergency
- for any reason, we consider that our ability to maintain an adequate supply of water is or may be at risk unless we limit water supply or place conditions on water use
- you do not pay your bill, under clause 3.2
- you have failed to fix leaks as required under clause 4.1
- where you are in breach of any material term of this contract.

We will take all reasonable steps to advise you of any conditions on your water use. You agree that you, and the people authorised to be on your property, will follow our instructions in relation to limitations on supply or conditions of water use.

2.3.4 Large volumes of water or wastewater

If you require large volumes of water (as determined by us) that may affect our supply of water services, or produce large volumes of wastewater (as determined by us) which could affect the wastewater network, we may require you to draw water or discharge wastewater only at specified times of the day.

3. What you pay

3.1 Our price schedules

Our charges are set out in our price schedules. We have separate price schedules setting out charges for domestic customers and non-domestic customers. Each price schedule forms part of this contract. Infrastructure growth charges are set out in the infrastructure growth charge terms and conditions.

Water, wastewater and other charges set out in our price schedules apply from the time:

- the water meter is made available for use, or
- your wastewater connection is approved.

The water charge is based on the volume of water that flows through your water meter, based on either an actual reading of the meter or an estimate.

Every second month, your bill may be based on an estimate of

your water usage, rather than an actual reading of your meter. The estimate is based on your past two actual readings. From time to time the estimate will differ from the actual usage, particularly if you have had extra people staying in the house or you have been away for a prolonged period.

The wastewater charge combines an annual fixed charge and a volumetric charge. The volumetric charge is usually based on a percentage of the volume of water that flows through your meter.

You can find details of the billing and payment process on our website.

In our price schedules there are further charges that may apply, such as administration charges for special meter readings.

We may update the price schedules from time to time and will provide notice of any changes 10 working days before the changes take effect. The current versions of the price schedules are also available on our website.

3.1.1 If you obtain water from an alternative source

You are obliged to tell us if you obtain water from an alternative source in whole or in part for your property. If you have an alternative source, we may adjust your wastewater charges to better reflect how much you actually discharge or how much you are calculated by us to discharge. We may audit your water use to determine any applicable extra charges. If you are a non-domestic customer, we may also require you to install a water meter or wastewater meter to measure or assist in calculating the volume of wastewater you discharge.

3.1.2 Infrastructure growth charges

Growth-related capital expenditure on our networks is funded in part by infrastructure growth charges (IGCs). These charges apply to new connections, additional residential units at an existing connection, and to a non-domestic customer increasing water usage at their property and/or wastewater discharges from their property.

Details of when IGCs are payable, how they are assessed and the amount of the IGC are set out in the infrastructure growth charges terms and conditions which form part of this contract and are also available on our website.

The objection process relating to the assessment of infrastructure growth charges is set out in the Charter for Commissioners on our website.

3.2 Your payment responsibilities

You agree to pay all charges for the water and wastewater services that we provide to your property. We will send you a bill for your water, wastewater and other associated charges every month via email or post. Your bill will include a breakdown of how these charges are calculated. Charges associated with new connections and IGCs will be billed separately.

You agree to pay us the total amount you owe us on or before the due date shown on the bill. As the property owner and our customer, you are responsible for the charges incurred at your property, regardless of:

- any billing arrangement we may have with your tenant or lessee
- provisions in the Residential Tenancies Act 1986 dealing

with liability for water and wastewater charges between landlords and tenants.

We may respond to unpaid bills by:

- charging you an administration fee
- restricting your water supply (while maintaining an adequate supply for ordinary domestic, food preparation and sanitary purposes as required by law)
- taking legal action against you, including recovery of our debt collection and legal costs
- disconnecting your water supply or wastewater services (non-domestic customers only).

Please contact us if you have trouble paying your bill. We will ensure that any customer unable to pay their bill can discuss options with us before we try to recover any outstanding payment.

For more information, see Watercare's debt management code of practice on our website.

4. Your responsibilities

4.1 Your private plumbing

You own and are responsible for maintaining all of the pipes, fittings and devices on your side of the point of supply.

You agree to make sure all of the pipes, fittings and devices on your side of the point of supply are correctly installed and operated, and are maintained. This includes ensuring that there is no unauthorised discharge of stormwater from your property into our wastewater network. You also agree to fix any water leaks promptly to minimise wastage and property damage. If we believe maintenance work is needed on your private plumbing, we will provide you with a written notice reminding you of your obligations. If you do not undertake the maintenance work within the time set out in the notice, we may carry out the work ourselves, subject to our statutory obligations - see 4.3 below. We may recover the cost of this work from you or the responsible party.

Please refer to point of supply information on our website for details.

4.2 Protecting public networks and treatment plants

4.2.1 Preventing damage to our networks

You agree that you, and people authorised to be on your property, will not:

- damage, tamper with or block our networks
- change, connect to or disconnect from our networks without our permission
- direct anything other than wastewater into the wastewater network
- allow water or any contaminant to enter our water supply network from your property
- use firefighting systems for reasons other than firefighting
- cover or obstruct access to any manholes or meter boxes
- allow vegetation to damage or interfere with our networks.

4.2.2 Unauthorised repairs to our networks

We will not be liable for any costs of repairs or any resulting damage to our networks carried out by anyone other than us. Such works, unless carried out by Watercare, must not be done unless we have first authorised the repairs in writing.

4.2.3 Working close to our networks

You agree to identify Watercare assets and to adhere to the working area distances outlined below when undertaking building activity of the types specified in the table below in the vicinity of our networks. If you wish to undertake these types of building activity within the working area distances, you will need written permission from us.

Watercare asset type	Working area distance from Watercare asset		
Building activity	General excavation	Piling	Blasting
Water and wastewater pipes 300mm in diameter and greater (including connected manholes and structures)	10 metres	10 metres	15 metres
Water and wastewater pipes less than 300mm in diameter (including connected manholes and structures)	2 metres	2 metres	15 metres

4.2.4 Preventing contamination of water supply network

You agree not to allow water or any contaminant to enter our water supply network from your property (this is called backflow). If we consider it necessary, we may survey your property to see if water or contaminants are entering our water supply network.

You may need to have a backflow prevention device installed at your property boundary if there is a risk to our water supply network. The device will form part of our meter set-up, and you are responsible for meeting the costs of surveying, installing, testing and maintaining it to keep it compliant with our standards.

Please refer to the price schedules in this contract for charges in relation to backflow prevention devices.

4.2.5 Customer liability under this clause

You agree that you will be responsible for the cost of any repair work that is required, or for any other costs we incur, as a result of you, or the people authorised to be on your property, in relation to any acts associated with your obligations under clause 4.2.

If you are a domestic customer, where you are liable to us for a breach of your obligations under clause 4.2, your maximum liability for any event or series of related events is \$10,000, up to a maximum total liability of \$50,000 in a 12-month period unless the damage is the result of a third party's actions.

4.3 Damage to your property

If you believe negligence on our part or on the part of any third party contracted by us has resulted in damage to your property, you must:

- tell us as soon as possible about the damage

- provide evidence of the damage and give us a reasonable opportunity to repair it at our cost, subject to clause 10.1
- take all reasonable steps to minimise the damage.

4.4 Wastewater meters

If your property is connected to our wastewater network, but not to our water supply network, we may require a wastewater meter to be installed to measure the amount of wastewater you discharge into our wastewater network.

If we notify you that a wastewater meter is required to be installed at your property, you will engage a certified plumber to install the wastewater meter in accordance with our meter installation guidelines and at your cost. You agree to provide our representatives with easy access to your property to enable us to verify the installation of the wastewater meter.

The wastewater meter is part of your private plumbing system and such as you are responsible at your cost for its maintenance in good working order and replacement.

4.5 Additional requirements

Certain properties connecting to our wastewater network need to meet certain additional requirements to enable our wastewater network to operate efficiently. Details of the additional requirements and the properties affected by these additional requirements are set out in the additional requirements schedule, which forms part of this contract and is also available on our website. If there is any inconsistency between the customer contract and the additional requirements schedule, the additional requirements schedule will prevail.

4.6 Grease traps and other devices

We may require you to install a grease trap (as defined in the additional requirements schedule) or such other device should the circumstances so require in our reasonable opinion. If so required, the grease trap or other device is to be installed and maintained by you in good working order at your cost.

5. Entry to your property

5.1 Access to our networks

You agree that we may, at our discretion (but are not obliged to), enter your property to check that the pipes, fittings and devices on your side of the point of supply are correctly installed, operated and maintained as required by clause 4.1, and that our network is being protected and is not being damaged as required by clause 4.2.

Under the Local Government (Auckland Council) Act 2009, our representatives can enter your property to inspect, alter, renew, repair or clean our assets to ensure their continued safety and effectiveness. Our representatives can also enter your property to respond to an emergency that is likely to harm people or damage property or the environment, or when there is any danger to our networks or other property.

Although we have the right to enter your property without consent to read the meter, or to check and work on our network, we will respect you, your family and people authorised to be on your property, and your property.

We will always show authorised identification. If you are not

confident that visitors are Watercare representatives, we encourage you to contact us or the police. We will not enter your property between the hours of 6:30pm and 6:30am unless there is an emergency that cannot wait to be remedied or we have your consent to do so.

6. Water meter reading, installation, testing and maintenance

6.1 Reading the water meter

You agree to provide our representatives with easy access to the water meter. If we are required to undertake work to make the meter accessible, we may charge you for this work.

Please refer to the price schedules below for details of water meter relocation charges.

You can authorise Watercare to use a key or an electronic security code to access your property.

6.2 Maintaining the water meter

We will replace the water meter at no cost to you if it is defective or if we are undertaking a water meter replacement programme in your area.

You agree to pay the costs of replacing or repairing the water meter if it has been wilfully or accidentally damaged by you or people authorised to be on your property. Tampering with the water meter is an offence under the Local Government Act 2002.

Please refer to the price schedules below for details of new water meter charges.

6.3 Testing the water meter

If you believe the water meter is not accurately recording the water passing through it, you may request that we test it. If your meter is not working correctly, we will replace it at no cost to you. However, if it is working correctly, we will charge you for the cost of the test.

Please refer to the price schedules below for details of meter testing charges.

7. Customer complaint process

7.1 General

We aim to provide a high standard of service at all times. However, if you are not satisfied with us for any reason, you can make a complaint by contacting us via:

- Email: complaints.officer@water.co.nz
- Post: Watercare Private Bag 94010, Manukau City, Auckland 2241
- Phone: (09) 442 2222, select appropriate specialist team

Where a complaint is made by email or phone, we will acknowledge receipt of your complaint within three working days with a reference for your complaint and an expected timeframe for resolution.

Where a complaint is made by post, we will acknowledge receipt of your complaint within 10 working days with a reference for your complaint and an expected timeframe for resolution.

You agree to take all reasonable steps required by us to assist with understanding the nature of the complaint. To understand the issue and make an informed decision, we may need to complete additional investigation, including site visits.

The timeframe for resolution of a complaint will vary depending on the specific issue. We will keep you updated on the actions we are taking and the expected timeframes.

If we cannot resolve the complaint within the expected timeframe, we will advise you of an updated date for the resolution prior to the end of the initial expected timeframe.

In the unlikely event that we are unable to resolve a complaint, you have the right to contact the Ombudsman and/or Utilities Disputes (except in relation to infrastructure growth charges, which have a separate complaints process). We may also use a third party to help resolve the issue.

With disputes involving outstanding payments or an outstanding balance on an account, we will not initiate any further action until an investigation is completed. If, however, we have exhausted every reasonable avenue to settle the dispute and it is still not resolved, we reserve the right to continue to pursue the debt. You agree to pay all outstanding amounts that are not disputed by you. For more information, see Watercare's debt management code of practice on our website.

8. Changes to your contract

8.1 Change of ownership

If ownership of your property changes, you or your legal representative must complete a change of ownership form. You may be required to pay ongoing charges if the change of ownership is not confirmed. The change of ownership form is available on our website.

The change of ownership process requires you or your legal representative to organise a final meter reading at least three working days before the change of ownership. You or your legal representative must submit to Watercare the relevant notice of sale or new certificate of title as soon as they become available.

Please refer to the price schedules below for details of the special meter reading fee.

8.2 Disconnecting from our networks

If you want to disconnect from our water and/or wastewater networks, you will need to contact us and close the account.

The disconnection needs to occur at the point where your private plumbing connects to the public watermain or wastewater pipe. This is different to the point of supply. Please refer to the point of supply information on our website for details.

Fixed wastewater charges will apply until the wastewater disconnection is completed by us.

Please refer to the price schedules below for details of water meter disconnection charges.

8.3 Terminating your contract

If you are a non-domestic customer, we can end this contract with you if you go into liquidation, administration,

receivership, bankruptcy and/or statutory management. If this occurs, we may restrict or disconnect water and/or wastewater services to your property.

If we end this contract, all existing rights and obligations at the termination date still stand. For example, you will be required to pay any outstanding amount owing.

9. Information and privacy

9.1 Collecting and storing your information

In order to provide services to you, we will need to collect personal information about you. This will include:

- your legal name
- your postal and property addresses
- your landline and mobile phone numbers
- your email address
- details of any medical problems that mean you depend on a water supply
- any other information relevant to our supply or your use of our goods and services
- any relevant lease documentation (non-domestic customers)
- your credit information, including details about your credit history, credit account, credit that may have been extended to you and your repayment history.

We may collect this information from you, people authorised by you or publicly available sources. If we request such information from you (or ask you to authorise collection from someone else) and you decide not to provide it (or give us that authorisation), we may refuse to provide services to you or our ability to provide services to you could be affected.

9.2 Using your information

We may use the information we hold about you to:

- provide you with information on our goods and services
- provide our services to you and carry out our obligations under this contract
- bill you
- establish your credit-worthiness and/or report on your credit-worthiness.

We may record our telephone conversations with you for training purposes and to allow us to keep records.

9.3 Sharing your information with third parties

We may share your personal information with third parties including Auckland Council (for the purposes of calculating any rates rebates) and credit reporting bodies, (for credit checking and reporting purposes).

We will not otherwise disclose your information, except in accordance with the Privacy Act 1993 or as authorised or required by any other legislation, including the Local Government Official Information and Meetings Act 1987.

9.4 Credit checking and reporting

In relation to credit checking and reporting, you authorise us to:

- collect your personal information, including credit information, from credit reporting bodies
- disclose your personal information, including credit information, to credit reporting bodies

You agree that where we provide your personal information, including credit information, to a credit reporting body, that credit reporting body may hold your information on its database and use it to provide credit reporting services, including making this information available to that credit reporting body's customers in accordance with the Credit Reporting Privacy Code.

9.5 Accessing and correcting your information

You have the right to access your information under the Privacy Act 1993 if you are an individual, or under the Local Government Official Information and Meetings Act 1987 if you are a company or other corporate entity. You can also ask us to amend any information held about you that is incorrect.

10. General legal information

10.1 General limitation on liability

Except as provided for in this clause, we will have no liability to you for any breach of our obligations under this contract or otherwise.

If we cause damage or loss to your property as a result of our negligence, we will pay the costs of the physical damage or loss to your property that is a direct result of our negligence.

We will not be liable to you or anyone else for:

- any other direct loss or damage whether caused by our breach of this contract or otherwise
- any loss or damage to the extent this results from any act or omission by you
- any loss or damage that results from an event or circumstance beyond our control
- any indirect or consequential loss or damage, including loss of revenue, goodwill, actual or anticipated business, or data.

Where we are liable to you under this clause, to the extent permitted by law, our maximum liability for any event or series of related events is \$10,000, up to a maximum total liability of \$50,000 in a 12-month period.

We may choose to repair or replace the damage or loss at our discretion instead of paying the costs to you in cash.

10.2 Our rights and responsibilities under legislation

Our rights and responsibilities set out in this contract are in addition to any rights and responsibilities we have under legislation.

10.3 Your rights under the Consumer Guarantees Act and Contract and Commercial Law Act

Nothing in clauses 10.1 to 10.3 is intended to negate or

amend your rights (if any) under the Consumer Guarantees Act 1993, except where you are acquiring water or other goods or services from us in trade for the purposes of a business, in which case you:

- agree that, for the purposes of section 43(2) of the Consumer Guarantees Act 1993, the provisions of that Act will not apply
- agree that we will not be liable to you under the provisions of that Act and you will not assert or attempt to assert any rights or claims against us under the provisions of that Act, and
- acknowledge that it is fair and reasonable for you to be bound by this clause.

To the maximum extent permitted by law, all other warranties, express or implied, and all rights and terms under the Contract and Commercial Law Act 2017 are expressly excluded from this contract.

10.4 Council bylaws

A number of Auckland Council bylaws have provisions that relate to the supply of water, wastewater services and other goods and services. These include the Auckland Trade Waste Bylaw 2013 and the Water Supply and Wastewater Network Bylaw 2015. Where there is any inconsistency between a bylaw and the terms of this contract, the bylaw shall prevail.

10.5 Waiver

If we waive any of our rights or non-compliance with any of your obligations in this contract, we still have the right to enforce the rest of the terms in this contract.

10.6 Transferring or assigning liabilities

You may not transfer or assign any of your liabilities or rights under this contract to anyone else unless we have given you our written consent. We may transfer or assign any of our liabilities or rights under this contract to anyone else.

10.7 Notices and communications

Notice of any changes to this contract will be provided on our website and also published in the New Zealand Herald. You may request a current version of the terms of this contract by calling Watercare on (09) 442 2222 during business hours.

If you send us, or we send you, a written communication by mail, it will be deemed to have been received on the third working day after it was sent. If you send us, or we send you, an email or facsimile, it will be deemed to have been received on the working day on which it was sent, or if it was sent after 4:30pm or not on a working day, it will be deemed to have been sent at 8:30am on the next working day.

Glossary

Additional requirements: The additional requirements set out in the additional requirements schedule to this contract that apply to certain properties on Waiheke Island and in other areas described in the additional requirements schedule.

Backflow prevention device: A device that prevents liquid or contaminants from flowing from the customer's property into the water supply network.

Business hours: between 8:00am and 5:00pm on a working day.

Commercial accommodation: The business of providing accommodation at a property. It includes a hotel, motel, hostel, boarding house or serviced apartment but does not include leasing the entire property under a standard residential tenancy.

Credit Reporting Privacy Code: The Credit Reporting Privacy Code issued by the Privacy Commissioner from time to time pursuant to the Privacy Act 1993.

Gully trap: A raised drain with a grill that receives wastewater from pipes inside a building – also called an 'overflow relief point'.

Infrastructure growth charge: A charge applied under this contract for the purposes of funding growth-related capital expenditure.

Meter: The device used for measuring the volume of water supplied to, or wastewater discharged from, your property, including:

- any backflow prevention device that forms part of, or is attached to, the meter
- any logger
- any other device attached to the meter.

Our networks: The water supply network and wastewater network.

Point of supply: A point of supply is the point where Watercare's network connects with a private network. At this point, the responsibility for ownership and maintenance of assets and equipment transfers from Watercare to the customer. Please refer to the point of supply information on our website for details.

Private network: All pipes, grinders, tanks, pumps, backflow prevention devices, or other assets on the customer side of the point of supply.

Residential activity: Use of premises solely as a dwelling. Independent-living units in retirement villages shall be considered a residential activity.

Stormwater: Rain, including any rain that has run off the land or hard, impervious surfaces like roads, roofs and car parks, or higher ground.

Trade waste: Any liquid discharged from a trade or industrial process into our wastewater network. For more information about trade waste, please see our website.

Utilities disputes: Utilities Disputes Limited (formerly The Office of the Electricity and Gas Complaints Commissioner, or EGCC), an independent dispute resolution service for electricity, gas and water complaints.

Wastewater: Liquid waste (and liquids containing waste solids) including toilet waste, grey water, trade waste and gross solids. It excludes stormwater.

Wastewater network: All pipes, pump stations and other assets (excluding the private network) used to provide wastewater services.

Wastewater services: The reception, conveyance and treatment of wastewater within the wastewater network.

Water: Water suitable for drinking and ordinary domestic use.

Water supply: The supply of water to domestic and non-domestic customers through the water supply network.

Water supply network: All pipes, reservoirs and other assets (excluding the private network) used to supply water.

Working day: Any day other than Saturday, Sunday or a public holiday in Auckland.

Additional requirements schedule

Additional requirements

1. Where do additional requirements apply?

The additional requirements described in this schedule apply to domestic and non-domestic properties on Waiheke Island, in Waimauku and in any other area notified by us from time to time.

2. What are the additional requirements?

If your property is within one of the areas described in part 1 of this schedule, to connect to our wastewater network, you agree to the following additional requirements. These additional requirements need to be installed before we connect your property to our wastewater network.

2.1 Primary treatment system:

- you agree to provide for all domestic waste to be treated by a primary treatment system on your property before it enters our wastewater network;
- you agree to install and maintain your primary treatment system in good working order at your cost.

2.2 Bio solids filter:

- you agree to provide for all domestic and non-domestic wastewater to be filtered through a bio solids filter before it enters our wastewater network;
- you agree to install and maintain the bio solids filter in good working order at your cost.

2.3 Grease trap:

- Depending on the likely nature of the effluent generated on your property, we may require a grease trap to be installed. If we notify you that a grease trap is required, you agree to install a grease trap and maintain the grease trap in good working order at your cost.

3. Limits on wastewater discharge

In addition to our rights to interrupt wastewater services as set out in clauses 2.3.1 and 2.3.2 of the customer contract, we may limit the volume of domestic waste discharged from a property if we consider it necessary for any reason, including due to an unforeseen circumstance or emergency.

If wastewater services are interrupted, we will arrange wastewater removal by an independent contractor and pay any reasonable associated costs of this removal. If we are

unable to remove wastewater and are unable to arrange removal by an independent contractor, this will be reflected in a reduction of our charges in our next invoice.

4. Liability and termination

If you are in breach of your responsibilities under this schedule, we may disconnect your property from our wastewater network and cease to supply you with wastewater services.

If you are a domestic customer, where you are liable to us for a breach of your obligations under this schedule, your maximum liability for any event or series of related events is \$10,000, up to a maximum total liability of \$50,000 in a 12-month period, unless the damage is the result of a third party's actions.

5. Glossary for schedule

Bio solids filter: A suitable high quality bio solids filter that complies with any applicable minimum requirements, which is attached to the outlet of your primary treatment system.

Domestic waste: Liquid wastes, including matters in suspension and in solution, discharged from residential premises, or wastes of the same character discharged from other premises, but excluding any solids, liquids or gases that cannot be lawfully discharged into public sewers.

Grease trap: A suitable grease trap that complies with any applicable minimum requirements.

Primary treatment system: A primary treatment system for the initial treatment of domestic waste, including a septic tank, that complies with our standards (as applicable from time to time).

Domestic water and wastewater charges

Prices are effective from 1 July 2020. For more information see clause 3.1 of the Customer Contract.

Water and wastewater charges

Water

Volumetric charges, per 1000 litres \$1.594, including GST

Wastewater

Customers who have water meters:

Fixed charge per meter: \$231 per year, including GST

Volumetric charge: \$2.772 per 1000 litres, including GST

Domestic wastewater volume is calculated at 78.5 per cent* of the incoming water volume, as measured by the water meter. This assumes that, on average, 78.5 per cent of the water that enters the home goes down the drain via showers, baths, washing machines, dishwashers, toilets, sinks, etc.

* Apartments, charged at 95 per cent, are among the exceptions.

Customers who do not have a metered water supply but are connected to the wastewater network:

Fixed charge: \$708 per year, including GST

For other charges, including new connections, development and administration, please see pages 11 and 12.

For infrastructure growth charges, please see pages 13, 14 and 15.

Non-domestic water and wastewater charges

Prices are effective from 1 July 2020. For more information see clause 3.1 of the Customer Contract.

Water and wastewater charges

Water

	<i>Excluding GST</i>	<i>Including GST</i>
Volumetric charge, per 1,000 litres:	\$1.386	\$1.594

Wastewater

Pricing plan	Annual fixed charge (per meter)		Volumetric wastewater charge (per kL)		Suited to approximate annual wastewater volume
	<i>Excluding GST</i>	<i>Including GST</i>	<i>Excluding GST</i>	<i>Including GST</i>	
Low user plan	\$200.87	\$231.00	\$4.51	\$5.187	less than 1,342kL
Moderate user plan	\$503.00	\$578.45	\$4.28	\$4.922	1,342kL up to 10,084kL
High user plan	\$7,118.00	\$8,185.70	\$3.63	\$4.175	10,084kL up to 87,809kL
Industry plan	\$76,380.00	\$87,837.00	\$2.83	\$3.255	87,809kL or more
Notional*	\$826.00	\$949.90	n/a	n/a	unmetered water source

* Non-domestic customers who do not have a metered water supply but are connected to the wastewater network will typically pay the notional fixed charge. This charge may be adjusted to better reflect actual discharge volumes.

Trade waste

Trade waste is now charged as wastewater under the non-domestic wastewater tariff (outlined above); this means there are no separate charges for trade waste carriage and treatment. Charges for trade-waste administration and monitoring are listed in this schedule.

For other charges, including new connections, development and administration, please see pages 11 and 12.

For infrastructure growth charges, please see pages 13, 14 and 15.

Other charges

New connections, development, administration and other charges

Prices are effective from 1 July 2020. For more information see clause 3.1 of the Customer Contract.

All charges apply to domestic and non-domestic customers unless otherwise stated.

New connections and development charges

All property owners or developers applying for new connections to Watercare's networks are liable for our infrastructure growth charge (IGC). The IGC is applicable to all new developments connecting to our networks, or to existing non-domestic customers that increase demand for water and wastewater.

Application processing fees and site inspections (per hour, one hour minimum)

	Excluding GST	Including GST
Engineer	\$146.00	\$167.90
Technician	\$129.00	\$148.35

This fee applies in addition to the charges listed below.

New water meters (without backflow prevention, domestic only) including installation*

	Excluding GST	Including GST
20mm water meter onto existing service lead	\$420.00	\$483.00
20mm water meter and install new service lead	\$1,015.00	\$1,167.25

New water meters with a backflow prevention device (includes irrigation meters) including installation*

	Excluding GST	Including GST
20mm water meter and backflow device and install new service lead	\$1,351.00	\$1,553.65

Water meter relocation*

	Excluding GST	Including GST
15 to 25mm meter relocated within two metres of an existing service lead	\$364.00	\$418.65
15 to 25mm meter relocated more than two metres of an existing service lead	Price on application	

Water meter disconnection*

	Excluding GST	Including GST
15 to 25mm water meter disconnection	\$384.00	\$441.60

Subdivision and network extension connections

Connection of a water or wastewater network extension to the public network	Price on application
---	----------------------

All other water connections (including non-standard connections)

All other water meter sizes, service lead installations, relocations and disconnections	Price on application
---	----------------------

**These are standard fees and additional charges may apply depending on the nature of the site. An example of a non-standard installation involves (but is not limited to) one or more of the following: a road crossing, traffic management, arborist services, other utility service providers or hindrance by above ground structures.*

Wastewater

	Excluding GST	Including GST
Pressure wastewater collection boundary kit	Price on application	
CCTV inspection of wastewater line (per inspection)	\$357.00	\$410.55

Administration

	Excluding GST	Including GST
Additional copy of account	\$4.35	\$5.00
Account processing fee	\$17.39	\$20.00
Processing of refunds (first refund no charge)	\$21.74	\$25.00
Special meter reading fee	\$21.74	\$25.00
Rain tank meter application processing, per application	\$43.48	\$50.00
Debt collection fee (plus agency cost)	\$58.26	\$67.00
Legal collection fee (plus agency cost)	\$111.30	\$128.00
New product approval fee (non-domestic only)	Price on application	
Administration fee on any balance unpaid after the due date, per month or part of the month, minimum charge (otherwise 1% of overdue amount)	\$6.96	\$8.00

Other charges

Meter testing

	Excluding GST	Including GST
15 to 25mm (site test)	\$147.00	\$169.05
15 to 25mm (lab test)	\$338.00	\$388.70
Larger than 25mm	Price on application	
Aborted test	\$83.00	\$95.45

Wastewater audit

	Excluding GST	Including GST
Two-hour minimum initial charge	\$291.00	\$334.65
Hourly charge thereafter	\$146.00	\$167.90

Backflow prevention

	Excluding GST	Including GST
Annual backflow prevention device testing (per device, per visit):		
Business hours	\$123.00	\$141.40
After hours	\$223.00	\$256.45
Site inspections and surveying:		
Engineer – per hour	\$146.00	\$167.90
Technician – per hour	\$129.00	\$148.35
Repair of backflow prevention device due to normal wear and deterioration	Price on application	
New backflow prevention device for existing water meters, all sizes and hazard levels	Price on application	

Tanker filling stations (additional volumetric charges at the standard water rate apply)*

	Excluding GST	Including GST
Annual permit – fixed charge (per year)	\$1,616.00	\$1,858.40
Tanker filling station bond (reimbursable on the termination of the agreement)	\$1,000.00	n/a

*Watercare will review all charges relating to tanker filling stations in 2020. This review will involve consulting with affected stakeholders, including water tanker operators.

Invoicing and payment

We will send you a bill for your water, wastewater and other associated charges every month via email or post. Your bill will include a breakdown of how these charges are calculated. Charges associated with connections will be billed separately.

If you have trouble paying your bill please contact us. We will ensure that any customer unable to pay their bill can discuss options with us before we try to recover any outstanding payment.

Payment due date

Payment of your monthly bill is due within 21 days of the bill date. Payment of charges associated with connections is due within 14 days of the bill date. Please allow a minimum of two working days for the payment to appear on your account.

Fire hydrant use (additional volumetric charges at the standard water rate apply)*

	Excluding GST	Including GST
Standpipe hire – 65mm with meter and backflow (per year)	\$1,286.00	\$1,478.90
Standpipe hire – 25mm with meter and backflow (per year)	\$1,158.00	\$1,331.70

*Watercare will review all charges relating to standpipes in 2020. This review will involve consulting with affected stakeholders.

Trade-waste agreements

	Excluding GST	Including GST
Processing, monitoring and attendance (per hour)	\$146.00	\$167.90
Sampling (per sampling visit)	Price on application	
Analysis	Price on application	

Septage

	Excluding GST	Including GST
Septage charges (Rosedale and Pukekohe wastewater treatment plants) (per m ³)	\$32.00	\$36.80

General site inspections, surveying and other activities (per hour, one hour minimum)

	Excluding GST	Including GST
Engineer	\$146.00	\$167.90
Technician	\$129.00	\$148.35

Administration fees

Any balance unpaid after the due date may incur an administration fee of \$8.00 or 1% of the overdue amount, whichever is greater, per month or part of a month.

Terms

This leaflet is subject to any changes that we are entitled to make in accordance with our customer contract which is available upon request or can be viewed online at www.watercare.co.nz.

Infrastructure growth charge

terms and conditions

1. Infrastructure growth charge terms and conditions

1.1 What is an infrastructure growth charge?

As the Auckland region grows, so does the demand for our water and wastewater services. It is estimated that over the next 20 years, demand will grow by around 20 per cent, which will put huge pressure on our water and wastewater infrastructure.

To ensure that we can continue to invest in our infrastructure and accommodate Auckland's growth, an infrastructure growth charge (IGC) is applied to all new water and wastewater network connections, additional residential units at an existing connection, and where a non-domestic customer increases water usage at their property by 220 kilolitres or more per year, or discharge wastewater from their property by 209 kilolitres or more per year. This is because the effects or cumulative effects of the development or increase create a requirement for us to provide, or to have provided, new or additional assets or assets of increased capacity. The IGC means that a share of the necessary upgrade cost is recovered from those who create the additional demand, rather than from all our customers.

The IGC recovers growth-related capital expenditure only. It enables Watercare to recover from persons undertaking development a fair, equitable and proportionate part of the total cost of capital expenditure necessary to service growth over the long term. Operating costs associated with new infrastructure are funded from water and wastewater consumption charges. IGCs are designed in a manner that is generally consistent with the capacity life of the assets for which they are intended to be used, and in a way that avoids over-recovery of costs.

In Auckland, an IGC is charged instead of development contributions for water supply and wastewater. Many councils outside Auckland require development contributions under the Local Government Act 2002 to recover the cost of growth-related capital expenditure on water supply and wastewater infrastructure. However, unlike development contributions, an IGC is a contractual charge. It is charged when a new property connects to our network, or, in the case of an existing connection, when that connection first becomes liable for the IGC (for example, where a non-domestic customer increases water usage at their property by 220 kilolitres or more per year). This ensures that costs are allocated to persons who will benefit from the assets to be provided (including the community as a whole) as well as to those who create the need for the assets.

These terms and conditions outline when an IGC is payable and how it is calculated. These terms and conditions form part of Watercare's Customer Contract, and should be read together with the rest of the contract.

2. When are IGCs payable?

2.1 IGCs are payable:

- where there is a new domestic or non-domestic connection to our network. A new connection includes the installation of a larger water meter, unless this is associated only with a fire sprinkler system;
- where there are new or additional residential units at a property served by an existing connection;
- where a property with an existing connection changes from a domestic use to a non-domestic use and vice versa; or
- in the case of an existing connection for a non-domestic customer, where water and/or wastewater demand increases or is anticipated to increase by more than 220 kilolitres or 209 kilolitres (respectively) per year. Watercare will determine anticipated demand in consultation with the customer.

For the definitions of domestic and non-domestic use, see clause 1.2 of the Customer Contract. For the avoidance of doubt, the scenarios above are developments for the purposes of these terms and conditions, and the Charter for Commissioners.

2.2 Development contribution

An IGC does not apply to developments where a development contribution to fund water or wastewater infrastructure has been paid to Auckland Council (or one of its predecessor councils before 1 November 2010) for the same purpose, unless the scale or intensity of the development has increased since the original development contribution was required (refer Local Government (Auckland Transitional Provisions) Act 2010, section 56).

3. How many IGCs are payable?

3.1 We will assess the number of IGCs you must pay as follows:

3.1.1 Domestic customer connections (including non-residential properties converted to residential use):

- one IGC per additional residential unit; however, where the floor area of any additional residential unit is less than 65 square metres it will be charged two-thirds of the full IGC.
- A “residential unit” is any part of the premises that is separately habitable and capable of separate legal ownership, or has its own separate connection to either water or wastewater services.

3.1.2 Non-domestic customer connections:

One IGC per additional development unit equivalent (DUE). A DUE is defined as a unit of water demand of 220 kilolitres per year on average, or, where a wastewater meter is installed, a unit of wastewater discharge of 209 kilolitres per year on average. For example, for a new connection the water demand is calculated to be 2,200 kilolitres per year, which equates to 10 DUEs.

If you do not know how much water or wastewater your property will use or discharge, and there is no water demand or wastewater discharge information available, Watercare will assess the number of DUEs by comparing it against similar developments or uses. In each case, we will review actual water or wastewater usage one year after the IGC was charged, and may review actual water or wastewater usage on the second and subsequent anniversaries of charging the IGC. We may charge additional IGCs if the review determines that the original assessment of IGCs was too low.

A credit will be given for any IGCs already paid in relation to the property.

The calculation of DUEs is based on the additional demand for water and/or wastewater at the property, as compared to the current demand. For example, for properties with an existing connection where the demand for water and/or wastewater is increasing, the IGC will be based on the additional DUEs (i.e. the number of proposed DUEs less the number of existing DUEs).

DUEs will be rounded to the nearest whole number.

The minimum IGC is one DUE.

Where a property already has a wastewater connection and will not increase demand on the wastewater network, or where a wastewater connection is unavailable, an application for a water connection will be charged a water-only IGC.

4.1.2 Non-metropolitan areas

The IGC rate for non-metropolitan areas is based on the growth-related capital expenditure on the water and/or wastewater scheme servicing the area.

Please refer to the FAQ on the IGC page on our website for information on how the IGC is calculated.

5. Can an IGC be contested?

5.1 IGC objection process

Yes, an IGC can be contested.

5.2 As the customer, you can choose whether you want to have your assessment reconsidered, or whether you want to object to your assessment (including if you do not agree with the result of your Reconsideration).

- (a) You can request a Reconsideration of your assessment within 10 working days of receiving notice of your assessment.
- (b) If you do not agree with the outcome of that Reconsideration, or you want to proceed straight to an Objection, you can object. Objections are due within 15 working days of receiving notice of your assessment, or, if you have requested a Reconsideration, within 15 days of receiving notice of Watercare’s decision on that Reconsideration.
- (c) Once you have objected to your assessment, you cannot request a Reconsideration in respect of the same assessment.

5.3 You can request a Reconsideration of your assessment if you think that Watercare has:

- (a) incorrectly calculated, assessed, or applied these terms and conditions to your development; and/or
- (b) relied on, recorded, or used information that was incomplete or contained errors when assessing the contribution required against these terms and conditions.

5.4 Your request will be considered by Watercare’s Reconsideration Panel. The Panel may confirm, vary, or cancel your assessment.

5.5 The grounds for an Objection are set out at paragraph 5 of the Charter for Commissioners.

5.6 For more information on the Reconsideration and Objection process, refer to the “Reconsiderations and Objections” factsheet and the Charter for Commissioners on our website.

4. How much is the IGC?

4.1 The IGC rate for your area is set out in the IGC price schedule on page 15. The rates are reviewed annually.

4.1.1 Auckland metropolitan area

A uniform IGC rate applies throughout the Auckland metropolitan area. The IGC rate for the metropolitan area is based on growth-related capital expenditure on our bulk networks in the metropolitan area.

IGC price schedule – domestic and non-domestic customers

Area	Infrastructure growth charges**	
	Domestic – per residential unit	Non-domestic – per development unit equivalent
	<i>Excluding GST</i>	<i>Including GST</i>
Metropolitan ¹	\$12,320	\$14,168
Beachlands and Maraetai (wastewater only)	\$8,320	\$9,568
Helensville and Parakai	\$23,310	\$26,807
Kawakawa Bay (wastewater only)	\$29,150	\$33,523
Northeast sub-regional ²	\$18,290	\$21,034
Omaha/Matakana/Point Wells (wastewater only)	\$8,070	\$9,281
Owhanake ³ (wastewater only)	\$26,750	\$30,763
Southwest sub-regional ⁴	\$19,780	\$22,747
Wellsford	\$19,600	\$22,540

Where a customer already has a wastewater connection and will not increase demand on the wastewater network, or where a wastewater connection is unavailable, an application for a water connection will be charged a water-only infrastructure growth charge.

No further connections are available in **Bombay, Kingseat, Muriwai, and Waiwera.**

¹The Metropolitan network area covers customers supplied by Watercare's contiguous water supply system and/or serviced by any of Watercare's wastewater treatment plants at Mangere, Rosedale, Army Bay or Pukekohe. It includes the Hibiscus Coast, Kumeu, Huapai, Riverhead, Paerata, Pukekohe and Bucklands.

²The Northeast sub-regional IGC applies to Warkworth, Snells Beach and Algies Bay, (currently serviced by the Warkworth and Snells Beach wastewater treatment plants). The Northeast sub-regional IGC replaced the Snells Beach IGC from 1 July 2018 and Warkworth IGC from 1 October 2018.

³The Owhanake (Waiheke) IGC is payable in the case of existing non-domestic connections, where that connection first becomes liable for the IGC (for example, where demand increases) under Watercare's Infrastructure Growth Charge terms and conditions included in our Customer Contract. Connections for new customers are available subject to completion of staged upgrades to the wastewater treatment plant.

⁴The Southwest sub-regional IGC applies to areas of Franklin where the wastewater treatment plant the property connects to is not the Pukekohe or Mangere wastewater treatment plant. The Southwest sub-regional IGC replaced the Clarks Beach IGC and Franklin IGC from 1 July 2018.

** For more information please visit www.watercare.co.nz and search for 'Infrastructure Growth Charges'. The IGC terms and conditions are on page 13 of our Customer Contract, which can be found by visiting www.watercare.co.nz and searching for 'Customer Contract'.