



Doubtless Bay  
**Water Supply**

# Water Supply Customer Contract Terms & Conditions

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# Water Supply Customer Contract

## Terms & Conditions

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

#### 1.1 What is a customer contract?

This customer contract is an agreement between you, the customer, and us, Doubtless Bay Water Supply Company Limited (DBWS). It sets out the terms under which we will provide water 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 services or by remaining connected to our network, 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 documentation is integral to and forms part of this contract:

- DBWS's Application for Connection & Supply; and
- DBWS's Schedule of Charges.

We may update the terms of this customer contract from time to time. The current version of the customer contract is always available on our website at <http://doubtlessbaywater.com>

#### 1.2 Customer categories covered by the contract?

Whilst DBWS is solely responsible for the installation, operation and maintenance of its water supply network up to and including each customer's water meter, you as our customer are covered by the relevant clauses of this contract if you have a property that is connected to the DBWS water supply network.

In relation to each property you own, you will be classified as either a domestic or a commercial customer, depending on the activity occurring at the property in relation to the following criteria:

##### **Domestic Customer:**

The prime activity occurring at the property is only living and sleeping. No activity noted in the commercial customer list is occurring at the property.

##### **Commercial Customer:**

A commercial customer will be a non-domestic customer responsible for any activity that is other than living and sleeping occurring at the property, and it includes operating a business. Indicators that a business is operating at the property include, but are not limited to:

- providing commercial accommodation;
- having signage advertising the business;
- being GST registered;
- having designated parking;
- having a business website; and
- requiring potable water to meet government and local government regulations (e.g. food hygiene regulations).

Independent living units in a retirement village are a domestic activity and will therefore be metered as a domestic customer. Non-domestic components of a retirement village will be metered and classified as a commercial customer.

All separately occupied/tenanted units within a property falling under the commercial classification must be individually metered for water consumption. It is the owner's responsibility to ensure these individual meters are installed and pay all associated costs.

The water supplied to any domestic or commercial customer is for their sole use within the legal boundaries of the connected property. The supply to and/or resale of water to any third party or property is strictly prohibited and may result in the immediate disconnection of the customer's water supply connection.

## **2. Factors that may affect the provision of our water service**

### **2.1 Planned interruptions**

From time to time we may have to interrupt your water supply service with prior notification to carry out planned maintenance or planned improvements on our water supply network.

### **2.2 Unplanned interruptions**

From time to time we may have to interrupt your water supply service without first notifying you if it is necessary to:

- carry out emergency inspections or undertake repair work;
- ensure the health or safety of any person; and/or
- avoid or minimise any damage to our network or to any property.

### **2.3 Limiting your water supply**

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

- we are instructed to do so by the Northland Regional Council or any other authorised entity;
- if there is a shortage of water available for any reason whatsoever;
- we consider it necessary due to an unforeseen circumstance or emergency event;
- you have failed to fix leaks on your property as required under clause 3.1;
- you do not pay your bill, under clause 6.2; or
- you are in breach of any material term of this customer contract.

You agree that you, and the people authorised by you to be on your property, will follow our instructions in relation to any limitations on supply imposed upon you by DBWS.

### **2.4 Large volumes of water**

If you require large volumes of water (as determined by DBWS) that may affect our ability to supply water services to others, then we may require you to only take your water at specified times of the day and at a rate we specify.

### **2.5 Customer responsible for the supplied water's fitness for purpose**

DBWS undertakes to provide water to the customer's water meter to a public water supply quality, and at a flow rate and pressure which is sufficient for normal domestic/commercial use. The customer will be responsible for ensuring the water supplied is appropriate for their specific needs and any specialist equipment, process, or operational requirements and its fitness for purpose in all respects and will indemnify DBWS accordingly.

## **3. Water Network responsibilities**

### **3.1 Point of supply**

The 'point of supply' is the point where Doubtless Bay Water Supply network connects to the private network. At this point, the responsibility for ownership and maintenance of assets and equipment transfers from Doubtless Bay Water Supply to you. We own and have maintenance obligations in respect of the

meters, backflow prevention devices, pipes, and other network assets on our side of the point of supply (even if these meters, pipes or other assets are on your property).

### **3.2 Water network**

The point of supply for water is based on the location of the master meter, regardless of where the master meter is in relation to the property boundary. The point of supply is the outlet of the last fitting of the meter. All equipment and fittings upstream of this point are owned by Doubtless Bay Water Supply and are considered part of the Doubtless Bay Water Supply network.

## **4. Your responsibilities**

### **4.1 Your private plumbing**

You will own and will be responsible for correctly installing and maintaining all of the pipes, fittings and devices on your side of the water meter, being the location of the outlet of the last fitting on the downstream side of the water meter. DBWS will own all equipment, fittings and pipes upstream of the outlet of the last fitting on the water meter. The water meter may, or may not, be located within the property boundary, but DBWS will use its best endeavours to locate the water meter as close to the property boundary as possible.

You agree to promptly fix any water leaks on your side of the water meter to minimise any wastage and/or property damage.

### **4.2 Preventing damage and unauthorised access to our network**

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

- damage, tamper with, illegally connect to or block our network;
- supply to and/or re-sell water to any other party or property;
- change, connect to or disconnect from our network without our permission;
- allow water or any contaminant to enter our network from your property;
- use firefighting systems for reasons other than firefighting;
- cover or obstruct access to any manholes or meter boxes; and
- allow vegetation to damage or interfere with our network.

Any breach of the above conditions may result in cost recovery and/or immediate disconnection at the discretion of DBWS. Any reconnection will be at the sole discretion of DBWS and a reconnection fee will be payable in advance.

### **4.3 Unauthorised work on our network**

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

Any unauthorised connection to or modification of DBWS's network will result in an immediate termination of the water supply to the property concerned. Reconnection to our network following such a disconnection will only be made at the discretion of DBWS, and a reconnection fee will be payable in advance.

### **4.4 Working close to our network**

You agree to identify DBWS's assets and to adhere to the working area distances outlined below when undertaking any work activity in the vicinity of our network. If you wish to undertake a work activity within the noted working area distances, you will need to obtain prior written permission from us.

- Building activity - 10 metres;
- General excavation - 10 metres;
- Piling Blasting-15 metres;
- Water and wastewater pipes 300 mm in diameter and greater (including connected manholes and structures) - 2 metres; and
- Water and wastewater pipes less than 300 mm in diameter (including connected manholes and structures) - 2 metres.

#### **4.5 Preventing contamination of our network**

Notwithstanding that we will be installing a backflow prevention device as part of our water meter set-up at the point of supply, you agree not to allow surface/groundwater 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 ground/surface waters or any contaminants are entering our water supply network and to take any necessary preventative action.

#### **4.6 Customer liability for make good costs**

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 any 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 or commercial 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.

#### **4.7 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 the limitations of clause 9.1; and
- take all reasonable steps to minimise the damage.

## **5 Entry to your property**

You agree that we may, at our discretion enter your property to read the water meter, check that the pipes, fittings and devices on your side of the point of supply have been correctly installed, operated and maintained as required by clause 3.1, and that our network is being protected and has not been tampered with as detailed in clause 3.2.

Under the Local Government Act 2009, our representatives can only enter your property to inspect, alter, renew, repair or clean our assets to ensure their ongoing operational effectiveness and security. However, our representatives can also enter your property at any time to respond to an emergency that is likely to harm people or damage property, including our network, or the environment.

Although we have the right to enter your property without consent to read the water meter, or to check and work on our network, we undertake to respect you, your family and people authorised to be on your property, and your property at all times. If you are not confident that the people entering your property are DBWS representatives, we encourage you to contact us or the police. We will not enter your property between the hours of 6:30 pm and 6:30 am unless there is an emergency that cannot wait to be remedied or we have your prior consent.

## **6 Water meter installation, reading, maintenance and testing**

#### **6.1 Installing the water meter**

Whilst the cost of supplying and installing the original water meter and associated equipment, and any required replacement water meter is included in the new connection or reconnection fee, this equipment remains the property of DBWS at all times. The water meter connection/reconnection charge is payable in full prior to the installation work being undertaken to service the property.

#### **6.2 Accessing and reading the water meter**

You agree to provide DBWS with easy access to the water meter at all times. If we are required to undertake work to make the meter accessible, we may charge you for this work. Please refer to the

Schedule of Charges for details of water meter relocation and obstruction clearing charges. You can authorise DBWS to use a key or an electronic security code to access your property.

### **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 as noted in the Schedule of Charges.

### **6.4 Maintaining the water meter**

You agree to pay the costs of replacing or repairing the water meter if it has been either wilfully or accidentally damaged by you or people other than DBWS representatives on your property. Tampering with the water meter is an offence under the Local Government Act 2002. Please refer to the Schedule of Charges for the details of new water meter charges.

## **7 What you pay**

### **7.1 Our Schedule of Charges**

Our current charges are set out in DBWS's Schedule of Charges, a copy of which has been attached to this contract. The cost of all water supplied and any other charges set out in the Schedule of Charges shall apply from the time your water meter is made available for use.

The Schedule of Charges may be updated from time to time. The current version of the Schedule of Charges will always be available on our website.

### **7.2 Our invoice**

The cost of your water will be made up of two parts. Firstly, there will be a consumption component based on the volume of water that flowed through your water meter during the prior period covered by the invoice, based on either an actual reading of the meter or an estimate; plus secondly there will be an annual fixed network charge which is to cover the infrastructure growth charges incurred by DBWS for tasks such as obtaining resource consents and undertaking network upgrades. The fixed network charge will be paid irrespective of whether there has been any water consumed during the invoiced period.

We will send you an invoice for your water within the first week of every second calendar month via email or post. Your invoice will include the volume of water used during the previous two months and a 2-monthly proportion of the annual fixed network charge. Any charges associated with a new water connection or requested additional work will be invoiced separately at the time the work is undertaken.

### **7.3 Your payment responsibilities**

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

- any separate billing arrangement either you or DBWS may have with your tenant or lessee; and
- the provisions in the Residential Tenancies Act 1986 dealing with the liability for water charges between landlords and tenants.

We may respond to unpaid bills by:

- charging you a late payment fee on the unpaid account;
- restricting your water supply;
- taking legal action against you, including recovery of any debt collection and legal costs; or
- disconnecting your water supply.

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

#### **7.4 Payment due date.**

Payment of your invoice will normally be due on the 20<sup>th</sup> of the month in which the invoice has been issued or as otherwise advised. Payment of charges associated with a new water connection or project work is due within 14 days of the invoice date unless otherwise advised or arranged. If paying by cheque or direct credit, please allow a minimum of two working days for the payment to appear on our bank statement.

#### **7.5 Late payment fees.**

Any invoiced amount unpaid after the due date may incur a penalty fee of 15% of the overdue amount per month cumulatively, for each and every month the invoice remains unpaid in full.

## **8 Changes to your contract**

### **8.1 Change of ownership details**

If the ownership of your property is about to change, or you intend to move or change your contact details, then you or your legal representative must notify DBWS within a minimum of three days prior to the change, the new owner must complete a customer account form. At the same time, you or your legal representative are required to organise a final or a special water meter reading if this is required by DBWS. You or your legal representative must provide DBWS with a copy of the relevant notice of sale or new certificate of title as soon as it becomes available.

You will be required to pay all ongoing charges, including the final or special water meter reading fee, until the change of ownership has been confirmed, including paying any customer track and trace fees incurred in locating the current details of either party to the property transfer as per the costs set out in our Schedule of Charges. The change of ownership details form is available on our website. A change of ownership process and payment of all associated and ongoing costs will not require a new connection fee or a reconnection fee to be paid.

The new owner of the property will become the new customer following the final or special water meter reading on the change of ownership date. DBWS will be responsible for confirming the new customer's details from the information supplied by the previous customer at the property.

### **8.2 Disconnecting from our network**

If you want to disconnect from our network, you will need to contact us and close your account. The disconnection needs to occur at the point where your private plumbing connects to our network and will include the removal of the water meter and associated pipework and reinstatement of the surrounding ground. This may be different to the point of supply. Please refer to the point of supply information on our website for details.

A reconnection fee will apply if the network connection is to be re-established. Please refer to our Schedule of Charges for the water meter disconnection and reconnection fees.

### **8.3 Terminating your contract**

If you are a commercial 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 the water supply to your property.

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

## **9 Information and privacy**

### **9.1 Collecting and storing your information**

In accordance with the information privacy principles set out in section 6 of the Privacy Act 1993, we may collect and store the following information about you:

- 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; and
- any relevant lease documentation (commercial customers).

If we request such information from you and you decide not to provide it, we may refuse to provide our service to you.

## **9.2 Using your information**

We may only use the information we hold about you to:

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

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 will not disclose your information to any third party, except under the circumstances set out in the Information Privacy Principle 11 of the Privacy Act 1993 or if we are authorised or required to do so by any other legislation, including the Local Government Official Information and Meetings Act 1987.

## **9.4 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 require us to amend any information held about you that is incorrect.

# **10 General legal information**

## **10.1 General limitation of 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. We will not be liable to you or anyone else for any:

- direct loss or damage whether caused by our breach of this contract or otherwise, ie such as a planned interruption to the water supply service;
- loss or damage to the extent this results from any act or omission by you;
- loss or damage that results from an event or circumstance beyond our control, ie such as an unplanned interruption or having a limit placed on your water supply service;
- indirect or consequential loss or damage, including loss of revenue, goodwill, actual or anticipated business, or data; or
- direct or indirect loss or damage to any plant, equipment or product.

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 \$1,000, up to a maximum total liability of \$5,000 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 Sale of Goods Act**



Nothing in clauses 9.1 to 9.3 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 Sale of Goods Act 1908 are expressly excluded from this contract.

#### **10.4 Waiver of rights**

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.

#### **10.5 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 prior written consent. We may transfer or assign any of our liabilities or rights under this contract to anyone else.

#### **10.6 Notices and communications**

Notice of any changes to this contract will be provided on our website. You may request a current version of the terms of this contract by calling DBWS on (09) 406 0520 or emailing [office@doubtlessbaywater.com](mailto:office@doubtlessbaywater.com) 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 4:30 pm or not on a working day, it will be deemed to have been sent at 8:30 am on the next working day.

## **11 Customer complaint process**

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

- phone at (09) 406 0520
- email to [office@doubtlessbaywater.com](mailto:office@doubtlessbaywater.com)

We will acknowledge receipt of your complaint within three working days with a reference for your complaint and an expected response timeframe. If we cannot resolve the complaint within this time, we will update you within 10 working days. In the unlikely event that we are unable to resolve a complaint, we may use a third party to help resolve the issue, and you have the right to contact the Ombudsman.

With disputes involving outstanding payments or an outstanding balance on an account, we will not initiate any further action until an investigation has been completed. If, however, we have exhausted every reasonable avenue to settle the dispute and it is still not resolved, then we reserve the right to continue to pursue the debt. For more detailed information, see DBWS's debt management code of practice on our website.

# Appendix I

## Glossary

**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 8:00 am and 4:30 pm 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.*

**DBWS:** *Doubtless Bay Water Supply Company Limited*

**Infrastructure growth charge:** *A charge applied under this contract for the purposes of funding growth-related capital expenditure, and is for both past growth and for future growth.*

**Meter:** *The device used for measuring the volume of water supplied to your property, including:*

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

**Our network:** *The DBWS water supply network.*

**Point of supply:** *The point where the DBWS's network connects with a private network. At this point, the responsibility for ownership and maintenance of assets and equipment transfers from DBWS 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's 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.*

**Water:** *Water suitable for drinking and ordinary domestic use.*

**Water supply:** *The supply of water to domestic and commercial customers through the water supply network.*

**Water supply network:** *All pipes, pumps, treatment processes, reservoirs and other assets (excluding any private network) used to supply water.*

**Working day:** *Any day other than Saturday, Sunday or a public holiday*

# Appendix II

## Schedule of Charges 2020

All pricing includes GST.

### **Water Consumption:**

- Domestic: \$4.70 per 1,000 litres (1m<sup>3</sup>) of water
- Commercial: \$5.20 per 1,000 litres (1m<sup>3</sup>) of water

### **Fixed network fee:**

- \$260 per annum per water meter

### **New connection:**

- Domestic: \$3335
- Commercial: \$4,225
- Non-standard: For connections that are more than 5 metres from the network, the costs will be advised following a site visit.

### **Water meter relocation**

Costs will be advised following a site visit.

### **Replacement water meter**

- \$475.00 plus labour charges (to be determined via site visit)

### **Obstructed water meter clearance:**

- \$69.00 per site visit

### **Water meter calibration testing:**

- \$115.00 per test per meter

### **Water meter disconnection**

Costs will be advised following a site visit.

### **Water meter reconnection (following disconnection)**

- \$2,200.00 per reconnection or as otherwise advised.

### **Callout and/or site inspection (one hour minimum charge)**

- Labour and travel costs: \$97.75 per hour per employee (scheduled)

- Labour and travel costs: \$115.00 per hour per employee (after hours) (time and ½ public holidays)
- Mobile plant and materials: Actual cost plus 10%

### **Miscellaneous charges**

- Final/special reading: \$69.00 per reading
- Account transfer: \$69.00 per transfer
- Debt collection fee: \$65.00 plus any agency costs
- Legal collection fee: \$130.00 plus any agency costs
- Customer track & trace fee: \$115.00 per track and trace
- Cheque clearance fee: \$1.15 per cheque
- Postage surcharge: \$1.61 per envelope