

## SUPPLY AGREEMENT

DATED:

PARTIES:

1. **BEACHLANDS NETWORKS LTD**, a duly incorporated company (“the Service Company”)
2. *Full name:* (“the Customer”)  
*Residential address:*  
  
*Postal address*  
*(if different from residential address):*  
  
*Home Phone number:*  
  
*Cell Phone number:*  
  
*Email address:*

### INTRODUCTION

- A. The Service Company owns the Reticulated Water Supply.
- B. The Customer has requested the Service Company to supply Water for use on the Land. The Service Company agrees to do so upon the terms of this Agreement.
- C. The Service Company operates the Reticulated Water Supply.

### AGREEMENT TERMS

It is agreed by the parties as follows:

#### 1.0 DEFINITIONS

In this Agreement the following terms and expressions shall, unless the context otherwise requires, have the following meanings:

- 1.1 “Customer” includes the person named in this Agreement as Customer but also includes the tenants, licensees or occupiers of the Land and the successors, assigns, transferees and personal representatives of the Customer.
- 1.2 “Domestic Use” means use for residential and household purposes on the Land, but does not include use for any trade or industrial process.
- 1.3 “Land” means the land described in the First Schedule including all improvements on it.
- 1.4 “Meter” means the water meter owned by the Service Company on (or adjacent to) the Land for the purposes of recording the volume of Water supplied to the Land.
- 1.5 “Meter Year” means the period commencing on 1 April in every year and ending on 31 March in the following year.
- 1.6 “Notice” means written notice given in accordance with clause 10.0.
- 1.7 “Private System” means all of the pipework and plumbing fittings which are located on the Land commencing from the point where Water leaves the Meter.

- 1.8 “Reticulated Water Supply” means the water supply scheme owned by the Service Company including the bore, bore headworks, and all pumping and water treatment system, pipework, reservoirs, valves, and related equipment for the extraction, treatment and delivery of Water.
- 1.9 “Service Company” means the Service Company named on page one of this agreement and includes any assignee, transferee of the Service Company.
- 1.10 “Water” means water which complies with the Ministry of Health “Drinking-Water Standards for New Zealand 2005 (Revised 2008)”.

## **2.0 SUPPLY**

- 2.1 The Service Company will supply Water from the Reticulated Water Supply to the Customer for the purposes of the Domestic Use.
- 2.2 The Service Company is entitled to interrupt the supply of Water after Notice to the Customer for the purposes of scheduled maintenance or repair work to the Reticulated Water Supply or any part of it.
- 2.3 The Service Company will be entitled to interrupt the supply of Water without Notice if emergency or urgent repair work is required to the Reticulated Water Supply or any part of it, or if the Service Company acting reasonably considers it necessary for the protection of human health or of any property, in the event of a natural disaster or civil emergency, or if properly required to do so by any entity having statutory authority.
- 2.4 The Service Company will take reasonable steps to minimise any interruption to the supply of water in the circumstances referred to in clauses 2.2 and 2.3, or for any other reason.
- 2.5 The Service Company may restrict the supply of Water to the Customer (or the use of it by the Customer) if:
- (a) There is a shortage of water from the Reticulated Water Supply; or
  - (b) The Customer fails to pay when due the Service Company’s charges for Water supplied to the Land;
  - (c) The Customer fails to properly repair any leak in the Private System when required by the Service Company to do so;
  - (d) Due to any unforeseen circumstance which limits the ability of the Service Company to supply Water.

## **3.0 CUSTOMER OBLIGATIONS**

- 3.1 The Customer must not interfere or tamper with the Meter or any part of the Reticulated Water Supply (and in default must reimburse to the Service Company all costs, expenses, loss and liability suffered or incurred by the Service Company, or which in the reasonable opinion of the Service Company are necessary to maintain an effective water supply).
- 3.2 The Customer acknowledges and agrees that the Meter and the Reticulated Water Supply remain at all times the property of the Service Company, despite being located on or under the Land. Only the Service Company and its authorised contractors are entitled to make meter connections and disconnections.
- 3.3 The Customer must keep and maintain all parts of the Private System in good operational order repair and condition and free from leaks. The Customer must promptly repair any leak which develops or occurs in any part of the Private System.
- 3.4 The Customer must minimise wastage of Water from the Private System.

- 3.5 The Customer must not permit any contaminant, waste or backflow from the Private System to enter the Reticulated Water Supply. The Service Company and its contractors may enter upon the Land and inspect the Private System to determine whether any contaminant, waste or backflow is entering the Reticulated Water Supply or whether there is a risk that any contaminant, waste or backflow may do so.
- 3.6 If the Service Company reasonably determines that any contaminant, waste or backflow is entering or may enter the Reticulated Water Supply from the Land or the Private System, the Service Company may disconnect the supply of Water to the Land at the Meter until the Service Company is satisfied that there is no risk of contamination.

#### **4.0 LIABILITY FOR DAMAGE**

- 4.1 The Service Company will not be liable for any damage to the Land or to the property of the Customer unless the Customer has first given written notice to the Service Company and it has failed within a time that is reasonable in the circumstances to remedy it. The Customer must take reasonable steps to minimise any such damage.

#### **5.0 ENTRY ON LAND**

- 5.1 The Customer must permit the Service Company and its contractors to enter the Land without interference and without prior notice during normal business hours to read the Meter.
- 5.2 The Service Company and its contractors are entitled to enter on and remain upon the Land with all necessary equipment to inspect, repair and replace the Meter and any part of the Reticulated Water Supply but must:
- (a) Take reasonable steps to minimise interruption and convenience to the Customer; and
  - (b) Promptly reinstate any damage caused to the Land and the improvements on it.

#### **6.0 CHARGES**

- 6.1 The Service Company will charge the Customer a fee of \$[DETAILS] plus GST to connect the Land to the Reticulated Water Supply. Upon payment of the connection fee, the Service Company will arrange for its authorised contractor to make the connection without unnecessary delay. No person other than the Service Company's authorised contractor may make the connection.
- 6.2 The Service Company will charge the Customer for the volume of Water supplied to the Land as recorded by the Meter, with a Minimum Annual Charge of \$250.00 plus GST. The Minimum Annual Charge applies if the Land has a connection to a Meter but the volume of Water supplied to the Land as recorded by the Meter is less than 100,000 litres of water in each Meter Year.
- 6.3 Subject to clause 6.4, the Service Company's charges to the Customer will be \$2.50 per 1000 litres, with a Minimum Annual Charge of \$250.00. The Customer will also pay GST in respect of these charges.
- 6.4 On 31 March 2017 and annually thereafter, the charges for water supplied, and the Minimum Annual Charge, shall both be increased by the Percentage Increase, if any.
- 6.5 In clause 6.4 "Percentage Increase" means the increase, if any, during the preceding 12 month period in the volumetric charge for water charged by Watercare Services (or by any entity which succeeds to its water supply functions) to its residential customers in the Auckland area, expressed as a percentage.
- 6.6 The Service Company will invoice the Customer in four 3-monthly (quarterly) instalments during each Meter Year for the volume of Water supplied through the Meter. If the volume of water

supplied in any quarterly period is less than 25% of the Minimum Annual Charge, then the Service Company will invoice the Customer a one quarter share of the Minimum Annual Charge, plus GST.

- 6.7 Any quarterly payments of the Minimum Annual Charge paid by the Customer will be credited against the total of any volumetric charges payable by the Customer in each Meter Year.
- 6.8 The Customer must pay the invoiced charges not later than one month after the date of the invoice, and in default (without prejudice to the Service Company's other remedies) any unpaid amount will incur interest at 15% p.a. until payment is made. The Customer must also pay the Service Company's administration charges, debt collection charges or legal costs incurred in relation to recovery or attempted recovery of any monies due to the Service Company by the Customer.
- 6.9 The Customer remains liable to pay to the Service Company all charges for water supplied through the Meter despite any lease or tenancy of the Land.
- 6.10 Unless otherwise determined, the Meter is deemed to correctly record the volume of water supplied to the Land. If the Customer considers the Meter is not accurate the Customer may require the Service Company to test it. If such test establishes that the Meter is not accurate within normal industry standards, the Service Company will repair or replace the Meter at the Service Company's expense. If the test establishes that the Meter is accurately recording within ordinary industry standards the Water supplied, the Customer must promptly pay to the Service Company the costs of the test.

## **7.0 CHANGE OF OWNER**

- 7.1 If the Customer sells, transfers or disposes of the Land the Customer must immediately advise the Service Company in writing of:
  - The full name of the New Owner as it appears on the title to the Land;
  - The postal address, email address and contact telephone numbers for the New Owner. The Customer remains liable for all charges for water supplied to the Land until the Service Company receives Notice of these details.
  - The Customer must pay to the Service Company all charges for water supplied to the Land prior to the change of ownership, and will remain liable to the Service Company for all unpaid charges for water supplied to the Land, and for any other monies properly payable by the Customer to the Service Company prior to the change of ownership.
  - Subject only to the Consumer Guarantees Act 1993 and to the terms of this Agreement, the Service Company will not be liable to the Customer or to any occupier of the Land in respect of any loss damage or liability which arises directly or indirectly from any breach by the Service Company or its contractors of the obligation in this Agreement or otherwise in relation to the supply of Water or failure to supply Water to the Land.

## **8.0 ASSIGNMENT**

- 8.1 The Customer may not transfer or assign its obligations, rights, or entitlements under the Agreement to any other person.
- 8.2 The Service Company is entitled to transfer or assign its obligations, rights and entitlements under this Agreement to any other person.

**9.0 CUSTOMER TERMINATION**

9.1 The Customer may terminate the supply of Water to the Land by giving one month’s prior Notice to the Service Company. If the Customer gives such Notice, the Service Company will disconnect the Private System at the Meter, arrange a final reading of the Meter and charge the Customer for all unpaid charges for Water supplied to the Land.

**10.0 NOTICES**

10.1 Any notice sent by either party shall be deemed to have been received by the other party:

- If sent by post, on the fifth day after the date on which it was posted;
- If sent by fax or email, on the day it was transmitted (unless the transmission result report indicates a faulty or unsent transmission).

10.2 Every Notice must be in written form.

**11.0 MAXIMUM DAILY USAGE**

11.1 To ensure that the supply of Water is adequate for all users, the Customer must not draw more than 1500 litres of Water from the Meter during any 24 hour period.

11.2 If the volume of Water supplied to the Land during any 24 hour period exceeds 1500 litres, the Service Company shall be entitled to install and maintain at the Meter a device to limit the supply of Water to the Land to 1500 litres per 24 hour period.

**SCHEDULE**

**Lot [Details] DP 498957 – Identifier 7399[Details] (North Auckland Registry)**

**SIGNED BY THE PARTIES** as an Agreement.

SIGNED BY THE CUSTOMER

.....

EXECUTED BY THE SERVICE COMPANY

.....

Director/ Authorised Signatory