

# STANDARD TERMS OF SUPPLY FOR WATER

**BETWEEN: BEACHLANDS NETWORKS LIMITED (“Company”)**

**AND:** \_\_\_\_\_ Full Name and Address of Customer (“Customer”)

## 1. OUR CONTRACT WITH YOU

In these terms and conditions, "we" and "us" are used to mean the Company, and "You" is used to mean you the Customer.

Our contract with you includes these terms and conditions and also the following:

- Your contract with us is also subject to all statutes and regulations relating to the supply of water.

## 2. YOUR CONTRACT MAY BE CHANGED BY US

We may change these terms and conditions at any time. Before we make any change we will give you at least 1 months' notice. This notice may be by letter to you, or through a newsletter, or as a statement on your bill.

- If you don't get notice of the change, your contract will still change.
- Before any significant change to these terms and conditions, or before they are replaced, we will give you, in a newsletter or in some other way, the proposed changes, or replacement terms and conditions, for your comment. We will also give you a period within which you may make comments and suggestions. All comments and suggestions received by us will be considered before the changes, or the replacement terms and conditions, are adopted.

## 3. NEW CUSTOMERS

- Our contract with you will start from the time when you first receive water or any other service which you have requested from us or for which you are responsible. This usually applies from a previous customers' final reading (unless you are the first occupant in your new premises).

## 4. BONDS / OTHER PAYMENT SECURITIES

- We may require a bond or other payment security from you, if we are unsure about your credit worthiness. The bond amount will be no more than our assessment of our charges for supplying you with water and water supply services for 2 months.
- We will hold the bond money in a trust account.
- Your bond or payment security will be released if you pay your account on time for 12 months. It will also be released when we are satisfied you have paid your final invoice for water supplied when you leave your premises.
- Until the bond or other payment security is released, we may use the bond money or other payment security, to cover any overdue amount.

## 5. NO GUARANTEE OF UNINTERRUPTED SUPPLY

We do not promise uninterrupted water supply. However, if your water supply is interrupted, we will do our best to restore supply as quickly as possible.

## 6. YOUR RESPONSIBILITIES

You agree:

- To pay our invoices and accounts on time, and not later than the 20th of the month following supply.
- To give us correct information if and when we request it regarding your water services.
- Never to tamper or interfere with any of our meters, lines, connections or equipment, and never to allow anyone else to do so on your premises or property.
- To use the water we supply responsibly and to repair and maintain all your equipment and appliances which use water in good condition.
- Never to interfere with the water supply of anyone else in your building.
- Never to let water supplied to your premises or property to be used at any other address.
- To allow our meter readers (who will carry proof of identity which you may ask to see) to enter your premises or property, at least three times the year, to read the meters, at any time during normal working hours or at any other time arranged.
- To allow our service people (who will carry proof of identity which you may ask to see) to enter your premises or property to inspect, repair, install, replace, test, disconnect or remove, any plumbing fittings or water pipework at any time we notify to you for such purpose (and if there is an emergency as soon as the relevant people can be there).

## 7. COMPANY'S RESPONSIBILITIES

We agree:

- To supply you with a safe, reliable, and good quality service (but with no guarantee of an uninterrupted supply).
- To repair any faults for which we may be responsible, as quickly as possible.
- To help you resolve any questions or complaints which you may have, about your account with us, or about our service, as quickly as possible;
- Where practicable to give you reasonable notice of the reason and date when we require access to your premises, except in the case of emergency or for meter reading.

## 8. OWNERSHIP & RESPONSIBILITY

You own and are responsible for the water which we supply to you from the point of supply. (A point of supply is any point at which pipework of your premises connects to our water meter.

Ownership of the water meter and metering equipment remains at all times with us unless otherwise agreed in writing.

## 9. PRICES & CHARGING & PAYMENT

Our prices are set out in the Supply Agreement, but are subject to review as set out in clause 10.

- If you are a new customer, or have moved to new premises, your first invoice will be based on an actual meter reading, if required.
- Our invoice for charges will be sent to you each month.
- Any prompt payment discount offered to you by us will be shown on the invoice. If we do not receive the discounted amount shown on the invoice by the discount expiry date (as also shown on the invoice), you will have to pay the full amount shown.

- If any amount owed by you for water is not paid by the due date, you must contact us immediately to make a suitable payment arrangement. If we do not agree with you a suitable payment arrangement, without prejudice to our other rights and remedies, we may require you to pay interest on the unpaid amount from the due date for payment until the date when the overdue amount is paid at 15% per annum. Interest will be compounded monthly until payment is made. In addition, we may disconnect your water supply or both if you fail to pay any amount due under this agreement by the due date and you fail to rectify this default after we have given to you five (5) working days written notice requiring you to remedy the default. We prefer to have a satisfactory payment arrangement rather than having to disconnect you for non-payment.
- Where your water supply is disconnected for non-payment, we may charge a disconnection fee and, if supply is later reconnected, a reconnection fee to cover our costs and administration.
- Any collection or legal fees incurred by us in relation to charges which are due from you, and any of our costs in relation to dishonoured payments of charges, will be recoverable from you.
- You will also be responsible for all costs, including third party debt collection agency costs, of collecting any unpaid water invoice.

#### 10. REVIEW OF PRICES

We may at any time adjust the price we charge to you for water:

- By one (1) month's written notice to you where the cost of supplying to you water increases (including without limitation due to any new or increased taxes, supply charges, local authority rates or levies, or the bulk cost to us of water);
- By giving to you two (2) month's written notice of such adjustment.

In addition, the prices we charge you for water will be adjusted annually from 1<sup>st</sup> October in each year in accord with the following formula:

New Price = Price x  $\left(\frac{A}{B}\right)$  where

A = the published CPI for the September Quarter immediately preceding the adjustment date;

B = the published CPI for the September Quarter one year prior to the adjustment date;

CPI = the Consumer Price Index, All Groups published by Statistics New Zealand

“New Price”= the new price for water as the case may be, to apply from and including the relevant 1 October adjustment date.

“Price” = the price we've been charging you immediately prior to the 1<sup>st</sup> October adjustment date.

#### 11. ASSESSMENTS OF WATER USAGE

- We may assess the water supplied to you and charge you on this basis for up to 2 months in a row (or longer if we are unable to read the meter at your premises). When this is done the invoice will be marked "Interim Account".
- In making an interim charge, we may take into account your use of water over similar periods, making adjustments as appropriate.

- When you receive an interim invoice, you may still pay for the exact amount of water which you have used. To do this you must read the meter at your premises and advise us of the reading. We will then send you a new invoice (unless we believe that your reading is not correct).

## 12. **METERING**

- We are responsible for installing and maintaining water metering equipment for each point of supply at your premises. We may install at or near the metering equipment any equipment we consider necessary to enable us to measure and monitor your consumption of water.
- Where there is more than one meter for any point of supply, we will make arrangements with the other meter owner as to which of the meters is the primary meter.
- We will try to read the water meters at your premises at least once every 2 months.
- We will only attend your premises to read the meters during normal business hours, unless you make other arrangements with us (for which a fee may be charged).
- If we cannot get entry to your premises or property for any reason, we may assess the water supplied to you and charge an interim account on this basis. Our administration costs of making this interim account will be charged to you.

## 13. **METER ACCURACY**

- We will check your meters for you if you wish. They will be no charge if a meter is found to be inaccurate. If a meter is found to be accurate, then a meter test fee may be charged.
- Where a meter is found to be inaccurate, and you have been overcharged for water, we will credit your account with us with the amount of any overpayment on the next invoice (unless you request a refund by cheque). If you have been undercharged, we may add the amount of the underpayment to your next invoice unless, in our view, you could not have been expected to notice the inaccuracy or we accept that it would be unfair to recover the underpayment.

## 14. **TAMPERING WITH METERS, PIPES OR EQUIPMENT**

- If we find or suspect any tampering with a meter or pipes or equipment at your premises, we may disconnect your water supply unless you can show to our reasonable satisfaction that you did not know about the tampering, and no-one you are responsible for knew or was in any way involved.
- If your water supply has been disconnected because of tampering or suspected tampering, and we decide to reconnect the supply, we may charge a reconnection fee along with any costs of repairing or replacing the meter, or the lines or equipment. We may also charge you a reasonable amount for water, which we believe you should have properly paid for, if the meter, or the lines and equipment, was not tampered with.

## 15. **OUR PIPES & EQUIPMENT**

- We are responsible for installing and maintaining pipes and equipment necessary to bring water to any point of supply for your premises, and for keeping these safe and compliant with regulatory standards.
- You are responsible for maintaining, in safe condition and operation, all lines, fittings and equipment (other than any owned by us) on your side of any point of supply for your premises.

## 16. **SAFETY**

- If we think any pipework, plumbing fittings, equipment or installation at your premises, or your property, may be faulty, or may not comply with any legal requirement we may

disconnect your water supply. Before disconnecting your supply we will give you as much notice as is practical.

- Following any such disconnection, we will not resume water supply until you have taken all steps which we consider necessary to make the pipework, plumbing fittings and equipment watertight and so that there is compliance with our reasonable requirements.

#### 17. **INTERRUPTION OF SUPPLY**

Your water supply may be interrupted

- For any purpose necessary for us to perform our legal responsibilities or obligations at law.
- For any reason beyond our control.
- For safety reasons, or to protect our pipework or any system we use to obtain water, or because of an action taken in the interest of other water users we supply.
- So we may carry out inspection, testing, maintenance, repairs or other work to our water supply system or our equipment or installations.
- To preserve supply generally.

#### 18. **NOTICE OF INTERRUPTION**

- Where we have planned to interrupt your supply, we will try to give you 4 days' notice, either by mail, or public notice.
- If it is not practical to give you 4 days' notice, we will try to give you as much notice as is practical. There may be cases where no notice can be given.
- We will, where practicable, arrange work to ensure that interruption to your supply of water occurs at a time which minimises interference with your business.

#### 19. **SENSITIVE EQUIPMENT & SPECIAL NEEDS**

- If you have sensitive equipment, or a special need for a continuous, non-fluctuating supply of water, you are responsible for making the necessary arrangements to protect your equipment or meet your special needs.
- You are responsible for arranging insurance to cover you for any damage or loss which you may suffer due to any failure or interruption of your water supply.

#### 20. **PERSONAL INFORMATION**

- You agree that we may collect information about you for our business purposes or to comply with the requirements of New Zealand law as to likely future water consumption.
- You may request any personal information which we have about you, and we will correct any of this information if you show it to be wrong.
- Personal information about you, which we hold for business purposes, may also be used for credit information purposes, as well as for statistical purposes (in relation to water, consumption, and usage).
- Personal information about any debt you owe to us will not be given to any debt collecting agency before we tell you by writing to you at the last address which you have provided.

#### 21. **COMPENSATION & LIABILITY**

- We will not be liable to you for any loss or damage (whether direct or indirect, or special or consequential, or whether pecuniary or non-pecuniary) which we may cause or which any of our contractors or agents may cause (whether through inadvertence, negligence, breach of

contract, or breach of any other obligation owed to you, or otherwise), or which may be due to some action or failure to act, or to negligence, of the third party, or to any event beyond our control, but if for any reason it is held that this exclusion of liability cannot be relied upon in any case, then our liability to you shall be limited, and such case, to:

- \$1000.00 for any single event or series of related events.
- \$5000.00 in any 12 month period, for all events or series of related events.

If we are supplying to you water for commercial use or for the purposes of a business, the terms of the Consumer Guarantees Act 1993 shall not apply to the supply of water under this agreement.

## 22. **DISCONNECTION & RESUMPTION OF SUPPLY**

Your water supply may be disconnected, without our contract with you coming to an end, for the following reasons:

- Non-payment for water or network services supplied (paragraph 9).
- Tampering (paragraph 12).
- If your plumbing, pipework or equipment is faulty (paragraph 16).
- If we are denied access to your premises or property where we reasonably suspect tampering or have not been able to read the meter for more than 3 months.
- If you do not provide a required bond or other payment security
- If you ask to have our supply disconnected.
- For interim invoices, we will not disconnect your supply for non-payment unless you have unreasonably prevented us from reading your meter.
- Before disconnecting (except when safety is concerned or if you have requested disconnection), we will give you 7 days' notice in writing of the intention to disconnect, posted to your address (but if you miss the notice disconnection will still proceed). We will also attempt to give you a final warning 24 hours before disconnection by email, fax or phone call.
- A disconnection fee may be charged when your supply is disconnected.
- If we disconnect your water supply under this clause, and later agree to reconnect it, we may require you to pay one or more of the following:
  - A reconnection fee.
  - A bond (or any increase in the amount of any bond already held), or some other payment security.

## 23. **APPLICATION OF CONTRACT**

- Unless terminated your contract with us will continue to apply for as long as you remain our customer, regardless of whether you change your address.
- If our contract with you ends, some terms of the contract which, in our view, may sensibly still apply, shall continue to have effect until the purpose is served.
- If any of the terms of our contract with you cannot be enforced, that will not affect the other provisions, which will remain binding.
- You may not assign or transfer to anyone else any of your obligations or responsibilities under our contract with you.
- We may assign or transfer our rights and responsibilities under our contract with you to another party, but if we do this, we will give you written notice.

- We may also subcontract or delegate the performance of any of our responsibilities under our contract with you, to any other party.

#### 24. TERMINATION

- If you do not meet your responsibilities under your contract with us, written notice will be sent to you explaining what is wrong, what needs to be done, and when it must be done by.
- If you do not comply with such a notice, we may then end our contract with you by sending another notice to you. The ending of the contract shall not release you from any outstanding obligations to us.
- Please advise us if you want to end of this contract. Our charges will stop at the time you arrange (if by that time there has been a final meter reading and you have stopped receiving water from us), and your contract with us will then come to an end when any outstanding amounts due to us have been paid.

#### 25. IF YOU ARE MOVING

- If you are moving, you must give us at least five (5) working days' notice and arrange with us access for a final reading of the meter at the address you are leaving.
- You also agree to give us your new address and contact phone, fax and email address before you move.

#### 26. COMPLAINTS & DISPUTES

- If you have made a bonafide complaint about charges for water your supply will not be disconnected for non-payment until your complaint has been resolved.
- After a dispute about charges is resolved, any amount found due to you will be credited to your account with us, immediately.
- If, however, an amount is found to be due to us, you agree to pay that amount within 10 business days of the finding. If you do not do so, the amount will be treated as overdue, and your water supply may be then disconnected under paragraph 10.
- If you are unhappy with the way that we have dealt with your query we have a complaints process which escalates your problem to a management level. This can be activated by sending an email to [admin@beachlandsnetworks.co.nz](mailto:admin@beachlandsnetworks.co.nz). Your complaint will be responded to within 24 hrs and investigated and a senior manager contact you with recommendations that should resolve any issue
- If you are still unhappy with the outcome you may refer your complaint to the Utilities Disputes Ltd to resolve by visiting [www.utilitiesdisputes.co.nz](http://www.utilitiesdisputes.co.nz) or phone them on 0800223340. (This is a free service)

#### 27. NOTICES

- All invoices will be sent to you at the address which you have given us.
- Any notice to you may be given by fax transmission to you, or by delivering the notice to the premises to which we supply water or by sending it through the post to the last address which you have given us.
- If posted, the notice is deemed to have been received by you five (5) days after the date of posting. If sent to you by facsimile the notice will be deemed to have been received by you when we receive an error-free transmission report which confirms the fax has been sent.

**28. NO ASSIGNMENT**

You must not assign any of your rights or interests under this agreement without our prior written consent. We will be entitled to withhold that consent and to require a fresh supply agreement signed by the proposed assignee.

**29. AMENDMENTS**

We may amend these Standard Terms of Supply from time to time. Any amended terms will be notified to you and will apply one (1) month after the date of our notice to you.

**30. CONFIDENTIALITY**

Except as required by law, or as we authorise in writing, you must keep confidential information relating to this agreement, including the terms of supply of water and the prices we charge for water supplied to you.

**31. AFTER TERMINATION**

The terms of this Agreement are intended to survive the expiry of this agreement to the extent they have not been fulfilled, and remain enforceable and do not merge on the performance of any other term. Any term which, by its nature, is intended to survive termination will survive with the termination of this agreement and will remain in full force and effect.