



**Our responsibilities to you**

# **Customer Service Charter and Contract**

This charter explains the standards of services you are entitled to expect.

It was developed in consultation with various community groups who gave their feedback including:

- Ardmore Residents' Action Group Inc
- Conifer Grove Residents' Association
- Drury Community Committee
- Individual customers
- Papakura and Districts Historical Society
- Papakura Business and Community Services Steering Group
- Papakura District Business Association
- Papakura District Council
- Papakura District Enterprise Board
- Papakura Principals' Association

This charter should be read in conjunction with the Veolia Water Customer Contract.

As a customer, you are important to us.

If you have any questions, comments or feedback on how we can improve our service, please contact us on **(09) 295 0515 or [papakura.services@veoliawater.co.nz](mailto:papakura.services@veoliawater.co.nz)**



# Contents

Our responsibilities to you	5
Contact us	6
Contract background	8
Water and wastewater services	10

## **In alphabetical order**

Billing	12
Community	14
Development proposals	14
Environment	14
Interruptions to water supply	15
Leakage allowance	17
Meters	18
New water connections	22
Overflows/blockages in wastewater mains	22
Pressure and flow rates	23
Quality of water	23
Restrictions and reconnection of supply	24
Tariffs	25
Working in the area	25
Frequently asked questions	26
Customer contract	30



## KARAKA PAKAKURA

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THIS MONUMENT  
WAS RAISED  
AT A TRIBUTE TO THE  
ARMED FORCES  
PEACE AND VICTORY  
AND HONOUR TO THE  
SOLDIERS WHO FELL  
IN THE GREAT WAR  
1914 - 1918

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# Our responsibilities to you

## **Service difficulties and emergencies**

- Water supply
- Water quality
- Blocked or overflowing wastewater mains
- Wastewater odour
- Leaks
- Faulty meters

## **Account enquiries**

- All account enquiries
- Water and wastewater tariffs
- Special meter readings and water use
- Notification of change of address

## **Other services**

- New water and wastewater connections
- Subdivisions
- Location of services
- Plans

## Contact us

Our Papakura office is a friendly environment with facilities for confidential discussions. We aim to minimise any delays when paying accounts in person.

## Visit us

Veolia Water  
61-63 O'Shannessey Street  
Papakura

10am to 5pm Mondays  
8.30am to 5pm Tuesdays to Fridays  
Statutory holidays - closed

## Post to us

PO Box 72-243  
Papakura 2244  
Auckland

## Talk to us

Our customer services team is available via telephone during the office hours stated above (except on statutory holidays).

We aim to answer your calls promptly and professionally and provide follow up calls within 24 hours.

**Telephone (09) 295 0515**

**Fax (09) 296 2632**

**24 HOUR EMERGENCY SERVICE**  
**telephone (09) 295 0515**

**Email us [papakura.services@veoliawater.co.nz](mailto:papakura.services@veoliawater.co.nz)**

**Visit us online [www.veoliawater.co.nz](http://www.veoliawater.co.nz)**

## **Queries, compliments, complaints**

We welcome your feedback on our services. Your feedback is valuable to us and we encourage you to contact us should you have any concerns with any of our services or if you have ideas for how we can improve.

If you send us a letter enquiring about our supply of water and wastewater services, we will reply within 10 working days of receiving your letter or email.

If we need to investigate further, we will give you a progress report within 10 working days of receiving your letter and undertake to respond to your letter in full within a further 10 working days.

Our aim is to resolve genuine complaints within four days of receiving all relevant details.



## Contract background

On July 1, 1997 a 30 year franchise agreement commenced with the Papakura District Council to outsource operations of the water and wastewater networks in Papakura, Drury and Takanini to a Veolia Water wholly owned subsidiary called United Water.

Veolia Water is a global leader in water and wastewater services. With around 90,000 employees it provides services to more than 170 million people worldwide.

In 2011, United Water was rebranded to Veolia Water, its parent company's name. This brand change brought the New Zealand operations in line with Veolia Water's global business.

Under the existing franchise agreement, Veolia Water is responsible for all aspects of the water and wastewater business including:

- Meter reading, billing and collection of revenue
- Customer services
- Operations and maintenance of the water supply and wastewater collection systems
- Planning, design, construction and finance of new infrastructure



Papakura District Council was disestablished in 2010 with the creation of the Auckland Council as a unitary authority.

Auckland Council owns Watercare Services - a council organisation. All the water in the Papakura district is supplied by Watercare Services and all wastewater is treated at Watercare's Mangere Plant.

**Watercare Services Ltd owns the water and wastewater infrastructure which is operated by Veolia Water.**

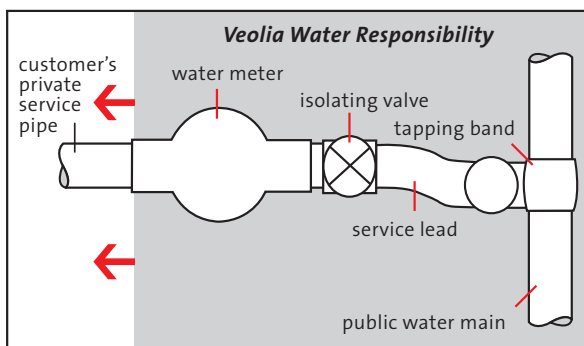
**Stormwater drainage remains the responsibility of Auckland Council.**



## Water services

When connected to the public water supply, our responsibility for supplying water to you extends up to the outlet of the water meter servicing your property.

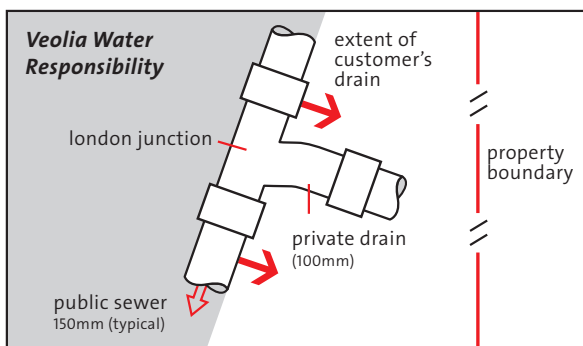
The privately owned service pipe begins at the face of the water meter and includes any coupling or fitting used to connect to the water meter. A typical situation is shown in the diagram below.



To maintain and read your meter, it is important that we are able to access your water meter at all times.

## Wastewater services

Our responsibility for wastewater and trade waste starts at the connection point between the public wastewater system and your connection pipe, as shown in this diagram.



There are special requirements for discharge of trade wastes to the wastewater system. If you need to discharge trade waste, please contact us for further information.



## Billing

### **Understanding your water and sewerage account**

We are responsible for billing you for your water and wastewater services. This includes water consumed and the wastewater discharged to the sewer network.

**Water** – the bill will show your water consumption typically over the preceding three months in kilolitres (kL). A kilolitre is 1,000 litres. Your water bill is further divided into two sections:

- Supply charge - we purchase treated water from Watercare Services Ltd for which we are charged a fee
- Service charge – this covers our operational and administrative activities to deliver water to your household and for the maintenance and operation of your water network

For residential customers, the calculation of the wastewater charge is 80 per cent of your water consumption (that is deemed to have entered the wastewater network). For industrial customers, a different pricing structure applies and includes a fixed component and a variable component based on water consumed.

**Wastewater charges are also divided into two parts:**

- Reception and treatment charge – this is for the cost of treating your sewerage at a wastewater treatment plant
- Service charge – this is for our operational and administrative costs to collect sewerage from your property and for operating and maintaining the network system

Our invoices clearly set out methods and locations for payment.

If your account is overdue, we will send you a notice requesting payment within 14 days. If payment is not received, recovery action will commence which may result in a restricted water supply, debt collection and/or legal action.

## Community

Veolia Water operates and maintains municipal contracts including networks and treatment facilities across New Zealand. Since 2010, employees in New Zealand have participated in *Take 5 for Charity* - where each contract can get a company funded donation to the charity of their choice if they achieve agreed safety targets. Veolia Water in New Zealand has donated thousands of dollars to local charities while improving safety.

## Development proposals

We aim to complete an initial assessment of all development proposals within five working days and formal approval of engineering plans within 10 working days. Useful documents for development proposals are available online at [www.veoliawater.co.nz](http://www.veoliawater.co.nz) in about us.

## Environment

We are committed to preventing or minimising any adverse effects from our work on the natural environment.

As part of this commitment we have an environmental plan with targets reviewed regularly and revised annually.

It is our aim to meet all legislative requirements, specific consent conditions and the expectations of the Papakura community we serve.

Each year, a percentage of water purchased from Watercare fails to reach customers' taps. This wastage may be due to factors such as leakages, faulty meters, fire services or theft. Our leak detection program aims to minimise this water wastage.

## Interruptions to water supply

### Planned

Sometimes short interruptions to the water supply are necessary to carry out essential planned work. When this happens, we will notify you by mail, in person or through the media, at least three days in advance.

To minimise any inconvenience, work will always be planned to ensure the water supply is turned off for the shortest possible time. Where practical, we will restrict our repairs to off peak periods between 9am and 4pm.







## Unplanned

We operate a 24 hour a day, seven days per week, 365 days a year service to enable us to attend to unplanned interruptions to your water supply.

We aim to respond within one hour and restore supply within three hours.

## Leakage allowance

Should you experience water loss due to a concealed leak, we will consider your written application, and subject to certain conditions, provide a one-off adjustment to your account.

This does not generally apply to faulty internal plumbing such as leaking taps, toilet cisterns and hot water overflow systems.

If your application is approved, we will adjust your account for the period to reflect expected wastewater charges and rebate a minimum of 50 per cent of the **excess water service charge**. No rebate is available for Watercare's bulk water charge.

If the leak is not repaired within a reasonable time frame, then full charges will be applied to the following account.

## Meters

We use a metering system to determine how much water you have used. The meter records all water entering your property and approximately every three months we take a reading and bill you accordingly. You can use your meter to monitor your consumption and check if you have any water leaks.

**How to read your water meter** – on your meter read the BLACK FIGURES ONLY. The BLACK figures show the number of thousands of litres of water used.

**How much water do I use?** – to monitor your water usage, read your meter at the same time each week and write down the readings. Subtract the previous reading from the current amount and the difference is your water usage. An average household of three people use about four kilolitres (4,000 litres) a week.

For example:

### Current

1	2	3	8	9	6	7
---	---	---	---	---	---	---

### Previous

1	2	3	8	5	6	7
---	---	---	---	---	---	---

### Total Usage

0	0	0	0	4	0	0
---	---	---	---	---	---	---



## Using your meter to check for leaks

Note the black and red figures on your water meter. After several hours without water being used, check your meter again to see if the numbers have changed. The best time to take recordings is before you go to bed at night and then again when you wake up. If there is a difference in the two readings it may indicate a water leakage.

### **The most common leaks occur through having:**

- Worn tap washers
- Running or leaking toilet cisterns
- A faulty hot water system overflow
- Leaking pipes in the house
- Leaking pipes underground between the meter and the house

Leaks in or around the home are your responsibility and should be repaired as soon as possible by a reputable plumber.

The water meters installed in the Papakura region are manufactured to a very high quality and provide a reliable, accurate measure of water consumption.

For high volume commercial and industrial users, we can also provide monthly readings.

## **Meter readings and inaccurate readings**

We always aim to take care and protect your property when reading meters.

When a reading shows that your water usage has increased significantly in comparison to previous consumption periods, we will alert you to this in writing.

Our meters and all readings taken from them will be treated as accurate unless you or we can show otherwise. You can contact us and request a test of the meter monitoring water supply to you. We will have the meter independently tested as soon as possible and the results will be sent to you.

If the results indicate the meter is giving inaccurate readings, the meter testing is free of charge.

If the meter is found to be reading more than two per cent fast, we will refund in full the amount you have been overcharged as a result of the defect.

If the meter is reading slow, we will not seek repayment for the amount you have been undercharged, however, we will replace the water meter.

If the results indicate the meter is measuring accurately, you will be charged a service fee for the meter test. The amount of this fee is outlined in our current charges schedule.

## **Problems with your meter**

If your meter gets damaged, please contact us and we will arrange to come and fix it for you. Typically there is no charge for this service. If you believe your meter is reading inaccurately see above.

## **Special meter readings/moving house**

You may need your meter read outside of the normal cycle for example if you are moving house and need to finalise your account. This service is provided Mondays to Fridays (excluding public holidays) with one working day of notice. We will aim to send you your final account within three working days. This service will incur a nominal charge which will be added to your account.

## **New water connections**

If you request a domestic or commercial water meter that will be used for charging, this will be fitted within eight working days of receiving your payment for the installation.

## **Overflows/blockages in a wastewater main**

Pipe blockages can be caused from a build up of food scraps, fats or cooking oil being put down the kitchen

sink or by tree roots intruding into the pipe searching for water.

We aim to respond within one hour and restore services within three hours. If in the unlikely case there is any damage for which we are responsible for, we will rectify this. You are responsible for clearing any blockages in the private drain.

## Pressure and flow rates

We are committed to achieving levels of water supply that adequately meet your needs. The targets are for flow greater than 12 litres per minute and static pressure greater than 200 kPa to all new connections.

## Quality of water

We endeavour to provide the best water quality possible and always meet NZ Drinking Water Standards.

All our water quality results are reported to Auckland Healthcare.

We also aim to maintain or, where possible, improve water quality in terms of taste, odour and colour.

If you observe any deterioration in your water quality please contact us and you can expect a response to your enquiry within two hours.



## Restrictions and reconnection of supply

We recognise that from time to time some of our customers may experience hardship in paying their account and we will always try to assist with special payment arrangements that may be necessary.

### **We will not restrict your water supply if:**

- You have agreed alternative payment arrangements with us for an overdue account
- There is an unresolved dispute to an amount owing on your account
- It is on a Friday, a weekend, a public holiday or the day before a public holiday

If you are on our Special Needs Register we will not restrict your supply unless we have first contacted you and taken all reasonable steps to come to an alternative arrangement with you.

If payment for the account and reconnection is received before 3pm Mondays to Fridays, water supply will be restored to the property within three hours. If payments are not made before 5pm, there may be delays before water supply will be restored. An additional charge may also be applied.





## Tariffs

We will notify you as early as possible about any changes in our tariffs, which will apply for the next financial year.

We produce and make available a schedule of charges annually.

Any new charges or tariff changes are advertised both in the NZ Herald and in at least one local community newspaper.

## Working in the area

We aim to minimise disruption and inconvenience when working in your area. We make every effort to avoid causing any damage to your premises.

If in the unlikely event that damage does occur, we will reinstate your premises as soon as it is practicable and at no cost to you.

Our employees and contractors also carry an identity card and if it is an unscheduled call, they will explain the reason for their visit.

Please call us on **(09) 295 0515** if you wish to check prior to granting our team access to your premises.

# FAQ

## Brown water

### **What if my water is brown in colour?**

Water that is brown in colour is most likely due to the presence of tiny amounts of soluble compounds of iron and manganese in the treated water that gradually build up as a coating on the pipe wall.

When the normal flow of clear water is disrupted for any reason, for example for repairs or maintenance, the iron and manganese are re-suspended in the water, causing a brown colour.

The water is still completely safe even though its appearance might suggest otherwise, however, consumption of this water should be avoided.

Usually the discolouration will gradually clear by itself. We recommend running an outside tap for a few minutes to remove this residual discoloured water.

If the colouration does not clear, contact us. In some instances we may need to help you by flushing the mains in the street to restore clear water.

## Laundry stains

### **What if my laundry is stained from discoloured water?**

#### **Stain removal using oxalic acid.**

This discoloured water can stain washing if it enters into an active washing machine. A solution of oxalic acid will remove iron and manganese stains from clothing. It is available for free from us by calling **(09) 295 0515**.

## Water spurting from tap

### **Why does the water from my tap come out in a sudden spurt or noisily?**

This may be due to air trapped in the pipe under pressure, which expands suddenly when the tap is turned on. The solution is to leave a cold water tap turned on slightly for a short time, allowing the trapped air to be safely dispersed. If the problem persists, please contact us.

## Cloudy water

### **What if my water is a cloudy whitish colour?**

During refilling of the water main after repairs or maintenance, some air may be trapped. This air is dissolved in the water under pressure and when the pressure is released by opening a tap, fine air bubbles come out in the water causing a milky appearance.

Leave some water standing in a clear glass and the white colour should disappear after a short time. If you are still having problems, please contact us.



# FAQ

## Water taste and smell

### **Why does my water taste or smell different?**

Firstly, check your household appliances. Sometimes something as simple as a washer on the kettle that has deteriorated can cause an unpleasant taste. We may need to flush the street mains on some quieter streets or check network valving arrangements.

Sometimes you may need to seek help from your plumber if these normal remedies do not fix the problem.

If you have recently moved in to the district, you may just need time to get accustomed to the taste of the local water supply which may be different to you but perfectly safe.

## Pipe drainage

### **What should I do if my pipes aren't draining properly?**

Poorly draining pipes may indicate a problem with your household's drains or the public wastewater system. By contacting our 24 hour service on **(09) 295 0515**, we will visit your property and assess the cause. If the fault is due to the public system, we will fix it. If the problem is due to a private issue a charge may apply.



## Wastewater blockages

### **What happens when tree roots enter a drain or there is a build up of discarded fats and oils in the pipe?**

Tree roots can sometimes enter into a pipe searching for water or discarded fats may build up in the pipe reducing the size of the hole the water can drain through and causing the pipe to be blocked. Water then backs up into the system and causes an overflow of wastewater into properties or onto the street. Those overflows can lead to disruptions of services and damage to properties. Each year we undertake a number of activities to reduce the amount of overflows, but your help is needed to reduce these incidents further by correctly disposing of fats and oils:

- Discard them on your compost or garden – they are natural and will break down and be absorbed into the earth
- Wipe frypans with a paper towel before washing
- Let the fat cool and wrap in newspaper or pour into a tin and place in the rubbish bin

# Veolia Water Customer Contract

## Terms and conditions of Supply of Water and Wastewater Services.

These terms and conditions form part of a contract between Veolia Water and you, our customer, for the supply of:

- Water
- Wastewater services

### 1. WHAT VEOLIA WATER WILL DO

#### 1.1 **Supply Water and Wastewater Services to You: We will:**

- Supply water to your premises, through the water supply network; and
- Dispose of all wastewater discharged from your premises into the wastewater network,  
24 hours a day, 7 days a week, except where one of the exceptions stated in this contract applies.

#### 1.2 **Our Commitment to You:** In supplying water and wastewater services to you, we will:

- **Customer Charter:** Develop, implement and maintain, in conjunction with a wide range of customer groups, a "Customer Charter". It will set out:
- **Service Standards:** The service standards which we will comply with.

- **Compensation:** The compensation which we will pay to you for a failure by us to meet those service standards or any other obligation to you.  
We are committed to complying with the Customer Charter at all times.
- **Legal Requirements:** Comply with all relevant legal requirements.
- **Personnel:** Use only suitably qualified and experienced personnel.

## 2. WHAT WE EXPECT FROM YOU

- 2.1 So that we can deliver on our obligations to you, there are some things which you have to do in return. You must:
- **Pay Our Charges:** This is covered in more detail in clauses 5.1-5.5.
  - **Selling or Moving Out:** Advise us promptly if you are selling or moving out of your premises. If you fail to advise us you will continue to have to pay for all water and wastewater services supplied to those premises until we find out that you have sold or moved out. From then on, the new owner or occupant of the premises will have to pay for all further water and wastewater services supplied by us. If you notify us that you are selling or moving out, and tell us the date on which you are moving or selling, this contract will terminate on that date. If you fail to notify us, this contract will terminate on the date that we find out that you have sold or moved out.
  - **Legal Requirements:** Not do anything unlawful in relation to the water and wastewater network.
  - **Changing Postal Address:** Advise us promptly if you are changing your postal address.
  - **Parts of Network on Your Premises:** Ensure that any part of the water and wastewater network which is located on your premises is not interfered with and remains readily accessible by us at all times.
  - **Stormwater Entry:** Prevent the entry of stormwater from your premises (roofs, paths etc) into the wastewater network.

- **Burst Mains/Overflows etc:** Notify us as soon as possible if you become aware of any burst water main, sewage overflow or any other defect in the water and wastewater network (including any meter).
  - **Carrying Out Work Around Network:** Before carrying out any work which might damage any part of the water and wastewater network, contact us and follow any directions given by us. If you cause damage to any part of the water and wastewater network as a result of not seeking or not complying with our directions, the cost of repairing that damage will be payable by you.
- 2.2 **Your Assurances To Us:** In supplying water and wastewater services to you, we will assume that we can rely on the following assurances:
- **Rights of Occupancy/Access:** That you will at all times have a legal right to occupy your premises and to permit us to exercise our rights under clause 4.1.
  - **Information Given to Us:** That all information given to us by you or on your behalf was, or will be at the time of being given, complete and accurate.

### 3. HOW WE WORK OUT OUR CHARGES

- 3.1 Our charges are based on the volume of water which we supply to you, and the volume of wastewater which you discharge to the wastewater network. So how do we measure these volumes? ...
- **Water:** The volume of water which we supply to your premises will be measured by a meter (which will be supplied, maintained and regularly checked by us).
  - **Wastewater:** The volume of wastewater discharged from your premises into the wastewater network cannot be easily measured and will therefore be deemed to be the average percentage of water which is supplied by us to domestic customers, then discharged as wastewater into the wastewater network. That percentage is currently 80% (and this basis for charging is a requirement of the Council under its franchise agreement with Veolia Water - the agreement under which we operate the water and wastewater network). The only situations where this will not apply are where:
    - **Not Connected to Wastewater Network:** You notify us that your premises are not connected to the wastewater network.
    - **Unfair:** You can show that this basis of charging would be grossly unfair to you because, due to exceptional circumstances, you return far less of the water supplied by us to the wastewater network. (This might occur if (for instance) you run a nursery or manufacture products with a high water content. This will not normally occur simply because you have a large garden or a swimming pool). If any additional meters are needed to show the volume of wastewater which is discharged from your premises into the wastewater network, you will need to pay for these.



- **Water From Other Sources:** Water is being supplied to your premises from a source other than Veolia Water and that water is being discharged, as wastewater, into the wastewater network. If so, we can install or require you to install additional meters (at your expense) to measure the volume of additional water supplied to your premises.
- **Commercial Customers Without Meters:** If your premises are used for commercial purposes but there is no separate meter measuring the supply of water to your premises, we will charge you the industrial and commercial service fee.
- 3.2 **Meter Readings/Accuracy of Meters:** Our meters and all readings taken from them will be treated as accurate unless either you or we can show otherwise. If you write to us and ask us to test a meter measuring the supply of water to you, we will then have the meter independently tested as soon as reasonably possible. A copy of the results of the test will be sent to you. If the results indicate that the meter is giving:
  - Inaccurate readings, there will be no charge to you for testing the meter;
  - Accurate readings, there will be a testing fee payable by you, unless we haven't carried out our regular meter testing programme under the Customer Charter (in which case we will not charge you for the test regardless of the outcome).
- 3.3 **Adjustments For Inaccurate Metering:** If any meter measuring the supply of water to you is found to be defective, we:
  - **Overcharge:** Will refund in full any amount by which we have overcharged you for water and wastewater services as a result of the defect.
  - **Undercharges:** Can charge you for the amount by which you have been undercharged for water and wastewater services during the period of the defect (which will be a maximum period of 6 months, unless clause 3.4 applies) based on our reasonable estimate of the length of that period and of the volume of water actually supplied during that period. You must pay for all of the water and wastewater services which you receive from us.
- 3.4 **Undercharging/Customer Tampering:** If we undercharge you as a result of any tampering by you with the meter or any other part of the water and wastewater network, or if you know or could reasonably be expected to know that we are undercharging you, but you fail to notify us promptly that this is occurring:
  - We can charge you for investigating the circumstances of the undercharging.
  - The 6 month maximum in clause 3.3 will not apply.

- 3.5 **Access to Meters on Your Premises:** If, having made reasonable efforts to do so, we cannot gain access to read any meter located on your premises, we may either:
- **Estimated Charges:** Charge you for water and wastewater services based on our reasonable estimate of the volume of those services provided to you but not previously charged for.
  - **Access Arrangements:** Give you at least 30 days written notice, requiring you to make suitable arrangements for access. If this notice is not complied with, we may then install (an) alternative meter(s) at your cost.

## 4. ACCESS TO YOUR PREMISES

- 4.1 **Why We Need Access to Your Premises:** Where any meter or any other part of the water and wastewater network is or, in order to operate efficiently, needs to be located on your premises, you will permit or arrange permission for us to enter your premises in order to install, test, maintain, inspect or remove the meter or the relevant part of the water and wastewater network. In doing so, we will use our best endeavours to:
- Give you reasonable notice of our intention to carry out any work on your premises;
  - Carry out work during daylight hours;
  - Comply with all reasonable directions given by you as to access, safety and security arrangements;
  - Cause as little inconvenience as possible to you, except where an emergency situation requires otherwise. In all cases, we will use our best endeavours to avoid damaging your premises or, if any damage is caused, to reinstate your premises as soon as possible to the condition they were in before the damage occurred.
- 4.2 **Other Rights:** The rights of access and the responsibilities set out in clause 4.1 are in addition to any other rights and responsibilities which we have under any legislation.

## 5. PAYMENT FOR OUR SERVICES

- 5.1 **Supply Charges/Other Amounts:** You must pay us the supply charges and any other amounts payable under this agreement.
- 5.2 **Invoicing / Payments:** We will send you a bill every month for all water and wastewater services and other associated charges. Your bill will be based on either:
- A meter reading taken from the meter measuring the supply of water to your premises; or
  - An estimate of the water supplied to you since the meter was last read.
  - There will be 1 invoice for each meter.

- We will send the invoice either to your email address or postal address (as notified by you) .
- You agree to pay in full the amount you owe us on or before the due date for payment shown on the invoice.
- Charges associated with new connections and IGCs will be billed separately.

### 5.3 **Default:** If you:

- Fail to pay on time any amount owing to us under this contract; or
- Breach this contract in any other way, to a significant extent, and fail to remedy that breach within 14 days of receiving a written warning from us, specifying the breach and requiring you to remedy it, we can:
- **Default Interest:** Charge you an immediate penalty of 5% of the overdue amount, plus default interest at 1% per month on the overdue amount (unless payment of that amount is genuinely disputed by you); and/or
- **Restrict/Cease Supply:** Restrict or "cease the supply of water and/or wastewater services to your premises (but we will not do this unless we have first taken all reasonable steps to contact you personally, by telephone or in writing, to make sure that you understand the possible consequences of your late payment or breach); and/or
- **Our Costs:** Charge you for any costs we incur in enforcing our rights under this contract including all bank charges (e.g. for bounced cheques) and all legal and debt collection fees.

### 5.4 **Deposit - When Payable:** You will need to pay us a deposit if:

- You were not an existing water and wastewater services customer of the Council as at 30 June 1997; or
- You are not the owner of your premises; or
- You do not have a satisfactory credit history with us; or
- You have breached this contract to any significant extent, and have not remedied that breach.

5.5 **What Happens If A Deposit Needs To Be Paid:** If you pay a deposit to us:

- **Holding the Deposit:** The deposit will be held in a separate trust account at a registered bank, for your protection. The money will belong to you but can be used only for the reasons stated in this contract. Any interest earned on the deposit, net of tax and bank fees, will be donated to local community groups of our choice. No interest will be payable to you.
  - **Repayment Depending On Credit History:** The deposit will be repaid to you after you have maintained a satisfactory credit history with us for at least two years.
  - **Transfer to New Contract/Credit Against Final Invoice:** The deposit will be transferred to your new contract if you change premises and continue as a customer of Veolia Water. Otherwise, the deposit will be credited against our final invoice to you under this contract.
  - **Use of Deposit Where Amounts Unpaid:** We will not terminate this contract for non payment by you if the deposit which we hold on your behalf is sufficient to cover the unpaid amount. We will give you at least 5 business days written notice before using any of the deposit as payment of an overdue amount. If we use the deposit for this purpose, we can then require you to pay up the deposit (so that it is paid up again in full) within 5 business days of a written request from us to do so. The purpose of the deposit is not to cover unpaid amounts (except where we have decided to terminate this contract). Any overdue amount which you owe to us will continue to attract the penalty and default interest under clause 5.3, even if we hold a deposit from you.
- 5.6 **Guarantee Instead of Deposit:** We will accept a guarantee of payment by you if the terms of the guarantee and the person providing it is acceptable to us.

## 6. INTERRUPTION TO SUPPLY

- 6.1 **When Interruptions May Occur:** We will try to provide you with a 24 hours a day, 7 days a week service, but there will inevitably be occasions when this is not possible. We can interrupt or restrict the supply of water and wastewater services to you for such periods of time as are necessary in order to enable us to:
- Carry out work on or inspect any part of the water and wastewater network; Ensure the health or safety of any person;
  - Avoid or minimise any damage to the water and wastewater network or any other property,
- or where unforeseen circumstances make it impossible or impracticable for us to provide an uninterrupted or unrestricted supply of water and wastewater services.
- 6.2 **Our Responsibilities:** We will, where practicable:

- **Notice to You:** Give reasonable notice to you of any planned interruption or restriction, by advertising in a local daily newspaper, on a local radio station, or by written or verbal notification to you.
- **Minimise Interference:** Ensure that any interruption or restriction causes as little interference to you as is reasonably possible.
- **Restore Supply:** Restore, as soon as possible, the supply of water and wastewater services.

## 7. ENDING THIS CONTRACT (TERMINATION)

- 7.1 **Grounds for Termination:** This contract can be terminated at any time:
- By you giving us at least 1 business days notice (e.g. when you sell or move out of your premises).
  - By us if our right to operate the water and wastewater network or to provide water and wastewater services to you is terminated or lost for any reason. If this happens, we will notify you by public notice published in a major daily newspaper circulated in the Papakura district.
  - By us giving notice to you where you have:
  - **Significant Breach:** Failed to comply with a written warning given by us specifying a significant breach by you of this contract and requiring you to remedy that breach within 14 days. We will not terminate this contract on these grounds unless we have first taken all reasonable steps to contact you personally, by telephone or in writing, to make sure that you understand the possible consequences of termination (see clause 7.2).
  - **Liquidation/Bankruptcy etc:** Gone into liquidation, receivership or bankruptcy or if you have been removed from the New Zealand Companies Register (depending on whether you are a company or an individual).
- 7.2 **Consequences of Termination:** When this contract is terminated: We can:
- **Disconnect:** Disconnect your premises from the water and wastewater network and charge you a disconnection fee; and/or
  - **Cease/Restrict Supply:** Cease or restrict the provision of water and wastewater services to your premises (but you will still remain liable to pay for any further water or wastewater services which we continue to provide, based on our current tariff).
  - **Prior Breaches:** Each party will remain liable for any prior breach of this contract by that party.

- 7.3 **Special Needs Customers:** If you are on our Special Needs Register, we will not terminate this contract unless we have first notified your contact person (named in the Register) and have taken all reasonable steps to come to an alternative arrangement with either you or your contact person. Your contact person will be assumed by us to have the authority to act on your behalf, unless we are told otherwise.

## 8. IF YOU HAVE A PROBLEM

- 8.1 **What To Do If You Have a Complaint:** If you have a genuine complaint, please phone or write to us promptly so that we can try and resolve the complaint as soon as possible. We will use our best endeavours to resolve all genuine complaints within 4 days of receiving all relevant details from you.
- 8.2 **Meet to Resolve Disputes:** If we cannot resolve a genuine complaint within 4 days, or if you have a genuine dispute with us relating to this contract, each party must be available to meet with the other, either at your premises or at our office (you choose where) to attempt to resolve the dispute by discussion.
- 8.3 **Mediation:** If the discussions referred to in clause 8.2 fail to resolve the dispute, either party can (by writing to the other party) require that the dispute be submitted for either:
- Non binding mediation by a single mediator nominated by the President of the Auckland District Law Society; or
  - Binding arbitration by a single arbitrator appointed by the President of the Auckland District Law Society.
- If the outcome of the mediation or arbitration is an agreement or a ruling that you owe us any amount, you must pay us that amount within 14 days (unless we have agreed in writing to an alternative arrangement).
- 8.4 **Legal Proceedings:** Neither party may issue any legal proceedings (except where an injunction or other urgent relief is required) in respect of any such dispute, unless that party has first taken all reasonable steps to comply with clauses 8.1, 8.2 and 8.3.
- 8.5 **Genuinely Disputed Payments:** We will not charge interest on genuinely disputed amounts, or terminate this contract for late payment of a genuinely disputed amount, unless we have taken all reasonable steps to comply with clauses 8.1, 8.2 and 8.3.

## 9. OUR LIABILITY TO YOU

- 9.1 **Where Consumer Guarantees Act 1993 Applies:** Unless clause 9.2 applies, we have obligations to you under the Consumer Guarantees Act. If we do not fulfil these obligations, your remedies are set out in that Act.
- 9.2 **Where Consumer Guarantees Act Does Not Apply:** if.
- You are not a "consumer" under the Consumer Guarantees Act (e.g. if we supply water to you for use in a production process, you are not a "consumer" of that water); or

- You receive water and wastewater services from us for the purposes of a business, the provisions of that Act will not apply. Where the Act does not apply, we will not be liable for any loss, damage or cost (including consequential loss or damage) suffered or incurred by you as a result of:
  - A failure in any part of the water and wastewater network; or
  - Any interruption or restriction of the type permitted under clause 6.1; or
  - Any unforeseen circumstance, unless this:
  - Was a result of negligence or a deliberate and significant breach by us of this contract; or
  - Was reasonably foreseeable, and could reasonably have been avoided, by us,  
in which case:
  - **Compensation Payable to You:** We will be liable to pay compensation to you, but only for any direct loss or damage actually suffered by you as a result of our failure, interruption or restriction. The maximum compensation we will pay to you, in respect of all such failures, interruptions and restrictions, will be as set out in the Customer Charter.
  - **Opportunity For Us to Repair Any Damage:** Before claiming any compensation from us, you must give us a reasonable opportunity to repair, at our cost, any damage which we have caused to your premises (in which case we will reinstate your premises to the same condition that they were in prior to the damage occurring, to the extent that it is reasonably possible to do so).
- 9.3 **Sale of Goods Act 1908:** Except where the Consumer Guarantees Act applies, any rights or terms which may be implied under the Sale of Goods Act do not apply to this contract.

## 10. MAKING CHANGES TO THIS CONTRACT

- 10.1 We may need to change this contract from time to time. We will do this by:
- **Notice to You:** Writing to you at least 60 days before the change is to take effect, advising you of the proposed change, the reason for the change and its effect on both parties; and
  - **Opportunity For You to Object:** Giving you at least 30 days to object in writing to the proposed change (in which case we will meet with you, or will convene a meeting open to all customers, to discuss your objections and try to reach agreement on the proposed change); and

- **Public Notice:** Publishing details of the final change (after any such objections have been considered) in a major daily newspaper circulated in the Papakura district, at least 20 days before the change is to take effect.

## 11. CUSTOMER INFORMATION

- 11.1 **Your Rights:** If we hold or collect any personal information about you:
- You have a right of access to that information and can require us to correct any of the information which is wrong.
  - We will use your personal information only for the purposes of supplying and being paid for water and wastewater services.
  - We will not disclose your personal information to anyone without your prior consent, except:
  - Where disclosure is required by law
  - To our professional advisers
  - For the purposes of debt collection
- and we will not disclose any more of your personal information than is necessary in the circumstances.
- We can charge you our reasonable costs of providing access to your personal information.
- 11.2 **Collection of Information:** You authorise us to collect and hold personal information about you from any source.

## 12. GENERAL

- 12.1 **Prior Arrangements:** This contract supersedes any previous arrangement, which you may have had with us or with the Council for the provision of water and wastewater services.
- 12.2 **Unenforceable Provisions:** If any provision of this contract is unenforceable, the rest of this contract will remain fully enforceable.
- 12.3 **Waiver:** If we waive any breach, or fail to enforce any provision, of this contract, this will not limit our right to require strict compliance with this contract.
- 12.4 **Amendment:** Except where clause 10.1 applies, no change to this contract will be valid unless it is set out in writing, signed by both parties.
- 12.5 **Notification/Invoices:** Any notification or invoice mailed by us under this agreement, addressed to you at your premises or last known postal address, will be treated as having been received by you on the third business day after being mailed.
- 12.6 **Transfer of Your Liabilities/Rights:** You may not transfer any of your liabilities or rights under this agreement to any other person without our prior written consent.



- 12.7 **Transfer of Liabilities/Rights by Veolia Water:** We can transfer our liabilities and rights under this contract, but only to a water/ wastewater operator capable of performing our obligations under this contract. Written notice of any such transfer will be given to you as soon as practicable.

## 13. DEFINITIONS AND INTERPRETATION

- 13.1 **Definitions:** In this contract, we use defined terms in order to make the contract easier to read. These include:

**"administration fee"** means the difference between the aggregate of the water and wastewater supply charge and the reception and treatment charge on any single bill or invoice and the minimum charge specified in the tariff.

**"business day"** means a day on which registered banks are open for business in Auckland excluding Saturdays, Sundays and public holidays.

**"commencement date"** means the date on which you begin, or agree to begin, receiving water and wastewater services from us.

**"Council"** means the Papakura District Council.

**"Customer Charter"** is the charter referred to in clause 1.2.

**"deposit"** means the deposit specified in the current tariff

**"disconnection fee"** means the disconnection fee appearing in our current tariff

**"industrial and commercial service fee"** means the fee specified as such in the current tariff

**"meter"** means the meter used for measuring the volume of water supplied by us to your premises or wastewater discharged from your premises.

**"reception and treatment charge"** means the wastewater charge intended to cover Watercare's bulk wastewater charges to us.

**"service charge"** means the charges for water and wastewater designed to cover the costs of Veolia Water operations.

**"supply charge"** means the water charge intended to cover Watercare's bulk water charges to us.

**"supply charges"** means the supply charge, the service charge, the reception and treatment charge and the administration fee appearing in our current tariff.

**"tariff"** means our list of charges for water and wastewater services, as notified to you. References to the "tariff" mean the most recently notified tariff unless otherwise stated.

**"testing fee"** means the testing fee appearing in our current tariff.

**"unforeseen circumstances"** means any event which is beyond reasonable control, such as storms, drought, unforeseeable defects in the water and wastewater network, strikes, civil disruption and failure by Watercare Services Limited to provide us with bulk water and wastewater services which are sufficient to meet demand in the Papakura district.

**"Veolia Water"** means Veolia Water Services (ANZ) Pty Ltd (ACN 069471334) is a subsidiary of Veolia Water Australia Pty Ltd (ACN 061161279).

**"water"** means water suitable for drinking and ordinary domestic use (but does not include water requiring enhanced water treatment for horticultural, industrial or other applications).

**"wastewater"** means wastewater, or sewage, excluding trade wastes (as defined in the Auckland Regional Council's Trade Wastes Bylaw 1991) and stormwater covered by the Council's stormwater drainage system.

**"wastewater network"** means all pipes, pumping stations and other assets used by us for the reticulation of wastewater in the Papakura district.

**"water supply network"** means all pipes, pumping stations, meters, valves and other assets used by us for the reticulation of water in the Papakura district.

**"water and wastewater network"** means the wastewater network and the water supply network;

**"water and wastewater services"** means the services to be provided by us under clause 1.1.

13.2 **Interpretation:** In this contract, references to:

- Any "party" to this contract includes that party's successors, executors, administrators and assignees.
- **"Legislation"** include all regulations and replacement legislation.
- **"Clauses"** are to clauses in this contract document,
- **"Watercare" (ie "Watercare Services Limited")** includes any supplier to Veolia Water of bulk water or wastewater services.
- **"you"/"your"** are references to the customer under this contract.
- **"we"/"us"/"our"** are references to Veolia Water.
- **"your premises"** mean the premises to which you have agreed that we are to supply water and wastewater services.



**Visit us**

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