

PAPAKURA

CUSTOMER SERVICE CHARTER AND CONTRACT

**Replaces existing Customer Service Charter and Contract
from 1 July 2024**



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

This charter should be read in conjunction with the Veolia 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 nz-customerservice-water@veolia.com

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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 charges
- Special meter readings and water use
- Notification of change of address

Other services

- New water and wastewater connections
- Sub-divisional / land development projects
- 24 hour call centre operation



CONTACT US

24 HOUR EMERGENCY SERVICE Telephone (09) 295 0515

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
107 Great South Road
(Cnr Great South Road and Queen Street) Papakura 2110

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

Email us

nz-customerservice-water@veolia.com

Visit us online

www.veolia.com/anz/contact-us/papakura-customers



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 message by email or phone about our supply of water and wastewater services, we will acknowledge receipt of your message within three business days.

If you send us a letter by post, we will acknowledge receipt of your message within ten business days.

The timeframe for resolutions varies, and if we need to investigate further, we will keep you updated on an expected timeframe for the resolution.



CONTRACT BACKGROUND

On 1 July 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 wholly owned subsidiary called United Water.

Veolia is a global leader in water and wastewater services. With around 220,000 employees it provides services to more than 170 million people worldwide.

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

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

- Meter reading, billing and collection of customer charges
- Customer services
- Operations and maintenance of the water supply and wastewater collection systems
- Asset maintenance and renewals
- Management of sub-divisional / land development projects

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

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

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

Stormwater drainage remains the responsibility of Auckland Council.

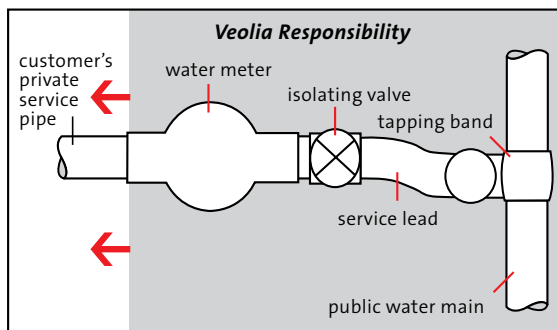


WATER SERVICES POINT OF SUPPLY

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.

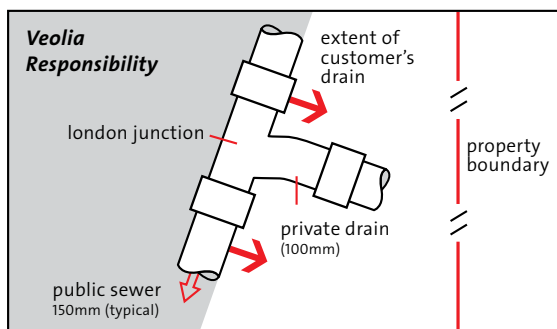
To maintain and read your meter, it is important that we are able to access your water meter at all times.



WASTEWATER SERVICES POINT OF SUPPLY

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.



CUSTOMER CHARGES

Understanding your water and wastewater account

Our charges are set out in our price schedules. We have separate price schedules setting out charges for domestic customers and commercial customers. Our price schedules are available on our website. Each price schedule forms part of the contract.

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

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

Water charges

The water services charge is based on the volume of water that flows through your water meter, based on either an actual reading of the meter or an estimate. This includes water passing through your meter but which is lost as a result of a leak.

Wastewater charges

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

Estimated Consumption

Your bill may be based on an estimate of your water usage, rather than an actual reading of your meter. The estimate is based on your past actual readings.

From time to time the estimate will differ from the actual usage, particularly if you have had extra people staying in the house or you have been away for a prolonged period.

Other Charges

Other charges may apply, such as administration charges for special meter readings.



DEVELOPMENT PROPOSALS

We aim to complete an initial assessment of all development proposals within five business days and formal approval of engineering plans within 10 business days. Useful documents for development proposals are available online at <https://www.veolia.com/anz/contact-us/papakura-customers/building-or-developing>.

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 and repair 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 four hours.



LEAKAGE ALLOWANCE

You may apply for a leak allowance (a partial credit to your account) as we want to encourage our customers to fix leaks as soon as possible and minimise water loss. Applying for a leak allowance does not guarantee acceptance and we are not required by law to grant you a leak allowance. Any allowance granted by us is to be viewed as a gesture of good will. Please refer to the leak allowance information on our website for details.

Generally if you lease your property to a tenant (or tenants), as the landlord/owner you are responsible to fix the leak and pay for any repairs. This may mean providing your tenant (or tenants) a discount on their water bill. Tenants should notify the landlord/owner of the property as soon as there is a problem. Please refer to the Residential Tenancies Act 1986 and the Tenancy Services website for further information.

METERS

We use a metering system to determine how much water you have used. The meter records all water entering your property, and every month 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. The red numbers show instantaneous use.

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.

We provide monthly readings for all customers.

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 price schedules.

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 business day of notice. We will aim to send you your final account within three business 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 10 business days of the connection being approved.

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 four 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 Taumata Arowai, water services regulator for New Zealand.

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, there may be delays before water supply will be restored. An additional charge may also be applied.



CUSTOMER CHARGES

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

Any new charges or changes to our charges are advertised both in the NZ Herald and in the Papakura Courier.

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.



FREQUENTLY ASKED QUESTIONS

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.

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.

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 into 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 CUSTOMER CONTRACT

Terms and conditions of Supply of Water and Wastewater Services.

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

- Water
- Wastewater services

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

1.1 What is a customer contract?

This contract is an agreement between you, the customer, and us, Veolia.

It sets out the terms under which we provide water and/or wastewater services to you, your obligation to pay for these services, and other rights and obligations including your rights in any dispute with us.

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

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

- domestic customer price schedule
- commercial customer price schedule
- point of supply information.

We may update the terms of this contract from time to time. The current version is available on our website.

1.2 Who is covered by this contract?

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

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

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

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

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

Where the term 'non-domestic' is used in any Veolia agreement, document, website or other communication, whether past, present or future, it shall be deemed to mean 'commercial' as set out in the table above.

Trade Waste

The discharge of trade waste into the wastewater network is regulated by the Auckland Council Trade Waste Bylaw 2013.

Trade waste is produced by a wide variety of businesses such as industrial processes and manufacturing, food outlets, service stations, hairdressers, pet shops and medical centres.

Businesses must comply with the Trade Waste Bylaw. Every customer who discharges trade waste that is not classified as low risk must hold a current trade waste agreement with Watercare and comply with the terms of that agreement.

2. WHAT VEOLIA WILL DO

2.1. 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.

2.2 Our Commitment to You: In supplying water and wastewater services to you, we will:

→ **Customer Charter:** Develop, implement and maintain a 'Customer Charter'. It will set out the service standards which we will comply with.

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.

3. WHAT WE EXPECT FROM YOU

3.1. 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 6.1-6.6.

→ **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.

3.2. 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 5.1.
- **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.

4. HOW WE WORK OUT OUR CHARGES

4.1. Our price schedules

Our charges are set out in our price schedules. We have separate price schedules setting out charges for domestic customers and commercial customers.

Each price schedule forms part of this contract. We may update the price schedules from time to time and will provide notice of any changes 10 business days before the changes take effect.

The current versions of the price schedules are available on our website.

4.2. Water charges

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

Your bill may be based on an estimate of your water usage, rather than an actual reading of your meter. The estimate is based on your past actual readings.

4.3. Wastewater charges

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

The only situations where this will not apply are where:

- **Not Connected to Wastewater Network:** You notify us and provide evidence 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 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.

4.4. Other charges

Other charges may apply, such as administration charges for special meter readings.

4.5. 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.

4.6. Adjustments For Inaccurate Metering: If any meter measuring the supply of water to you is found to be defective, we:

- **Overcharges:** 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 4.7 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.

4.7. 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 4.6 will not apply.

4.8. 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.

4.9. Infrastructure Growth Charges

An IGC is a charge you may be required to pay to contribute to the costs in meeting the increased demand on the water and/or wastewater network generated by your development, or changes to water/ wastewater services to your property. Watercare uses IGCs to fund growth-related capital expenditure in the Watercare bulk network.

We collect IGCs on behalf of Watercare. Refer to our website for further details.

5. ACCESS TO YOUR PREMISES

5.1. 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.

5.2. Other Rights: The rights of access and the responsibilities set out in clause 5.1 are in addition to any other rights and responsibilities which we have under any legislation.

6. PAYMENT FOR OUR SERVICES

6.1. Supply Charges/Other Amounts: You must pay us the supply charges and any other amounts payable under this agreement.

6.2. 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. IGCs are charged for a new domestic or commercial connection and you agree to pay the amount owing on or before the due date shown on the invoice.
- If you choose to receive a paper bill, you will be charged a printing and postage fee.

6.3. 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 and all legal and debt collection fees.

6.4. Deposit - When Payable: You may need to pay us a deposit if:

- 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.

6.5. 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. 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 6.3, even if we hold a deposit from you.

6.6. 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.

7. INTERRUPTION TO SUPPLY

7.1. 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.

7.2. Our Responsibilities: We will, where practicable:

- **Notice to You:** Give reasonable notice to you of any planned interruption or restriction, by advertising in the media, 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.

8. ENDING THIS CONTRACT (TERMINATION)

8.1. Grounds for Termination: This contract can be terminated at any time:

- By you giving us at least 1 business day's 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 8.2).
 - » **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).

8.2. 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 charges).
- **Prior Breaches:** Each party will remain liable for any prior breach of this contract by that party.

8.3. 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.

9. Customer Complaint Process

9.1. General

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

Email:

nz-customerservice-water@veolia.com

Post:

Veolia
PO Box 72243
Papakura 2110

Phone:

(09) 295 0515

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

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

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

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

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

In the unlikely event that we are unable to resolve a complaint, you have the right to complain to the Disputes Tribunal. We may also use a third party to help resolve your complaint.

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

For more information, see Veolia's debt management code of practice on our Website.

9.2. Vexatious customers

If you become unreasonable, vexatious, or abusive throughout the customer complaint process, this can have a disproportionate and unreasonable impact on our staff, services, time or resources.

When this happens, we will take action to manage any conduct that negatively and unreasonably impacts on Veolia, our staff or the ability to allocate resources fairly across all the complaints we receive.

10. OUR LIABILITY TO YOU

10.1. 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.
- If we cause damage or loss to your property as a result of our negligence, we will pay the costs of the physical damage or loss to your property that is a direct result of our negligence.
- We will not be liable to you or anyone else for:
 - » any other direct loss or damage whether caused by our breach of this contract or otherwise
 - » any loss or damage to the extent this results from any act or omission by you
 - » any loss or damage that results from an event or circumstance beyond our control
 - » any indirect or consequential loss or damage, including loss of revenue, goodwill, actual or anticipated business, or data.
- Where we are liable to you under this clause, to the extent permitted by law, our maximum liability for any event or series of related events is \$10,000, up to a maximum total liability of \$50,000 in a 12-month period.
- We may choose to repair or replace the damage or loss at our discretion instead of paying the costs to you in cash.

10.2. 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 Contract and Consumer Guarantees Act and Commercial Law Act

Nothing in clauses 10.1 to 10.3 is intended to negate or amend your rights (if any) under the Consumer Guarantees Act 1993, except where you are acquiring water or other goods or services from us in trade for the purposes of a business, in which case you:

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

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

11. MAKING CHANGES TO THIS CONTRACT

We may update the terms of this contract from time to time. We will give you notice of any changes to the contract 10 business days before the changes take effect.

Notice of any changes to this contract will be provided on our website and also published in the New Zealand Herald before the change is to take effect.

The current version is available on our website.

You may request a current version of the terms of this contract by calling Veolia on (09) 295 0515 during business hours, or by emailing nz-customerservice-water@veolia.com

12. CUSTOMER INFORMATION AND PRIVACY

12.1. Your Rights: If we hold or collect any personal information about you:

Our privacy policy

In order to provide services to you, we will need to collect, store, use and disclose personal information about you.

Details about the information we collect, how it is collected and how we store, use and disclose that information is set out in our Privacy Policy (as updated from time to time) which is available on our website.

A summary of the personal information we may collect from you as one of our customers, and how we may use and share that information, as well as your rights to access and correct your personal information is set out below.

Collecting and storing your information

The personal information we collect about you may include:

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

We may collect this information directly from you when you make contact with us by phone, letter, email, through our website, in person or by any other means. We may also collect this information from people authorised by you or publicly available sources. If we request such information from you (or ask you to authorise collection from someone else) and you decide not to provide it (or give us that authorisation), we may refuse to provide services to you or our ability to provide services to you could be affected.

Using your information

We may use the information we hold about you to:

- provide you with information about our goods and services and to address any requests for other information you may have made
- provide our services to you and carry out our obligations under this contract and any relevant legal obligations
- administer your account with us, including to bill you
- establish your credit-worthiness and/or report on your credit-worthiness
- help us develop, improve, manage, administer, facilitate and market the provision of our services and operations.

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

Sharing your information with third parties

We may share your personal information with our service providers in connection with the provision of our services to you.

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

We will not otherwise disclose your information except in accordance with the Privacy Act or as authorised or required by any other legislation.

Credit checking and reporting

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

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

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

Accessing and correcting your information

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

13. GENERAL

13.1. Prior Arrangements: This contract supersedes any previous arrangement, which you may have had with us or with the Papakura District Council for the provision of water and wastewater services.

13.2. Unenforceable Provisions: If any provision of this contract is unenforceable, the rest of this contract will remain fully enforceable.

13.3. 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.

13.4. 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. If we send you an email, it will be deemed to have been received on the business day on which it was sent, or if it was sent after 4.30pm or not on a business day, it will be deemed to have been sent at 8.30am on the next business day.

13.5. 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.

13.6. Transfer of Liabilities/Rights by Veolia: 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.

14. DEFINITIONS AND INTERPRETATION

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

“business day” means a day other than Saturday, Sunday or a public holiday in Auckland.

“deposit” means the deposit specified in the current price schedule.

“disconnection fee” means the disconnection fee appearing in our current price schedule

“IGC” means Infrastructure Growth Charge being a charge collected by us on behalf of Watercare to recover a portion of Watercare’s costs associated with new Watercare bulk infrastructural works required to provide for growth.

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

“price schedule” means our list of charges for water and wastewater services, as notified to you. References to the “price schedule “ mean the most recently notified price schedule unless otherwise stated.

“testing fee” means the testing fee appearing in our current price schedule.

“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 to provide us with bulk water and wastewater services which are sufficient to meet demand in the Papakura District.

“Veolia” means Veolia Water Services (ANZ) Pty Ltd (ACN 069471334), 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 Trade Waste Bylaw 2013) and stormwater covered by Auckland 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 2.1.

14.2. 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 of bulk water or wastewater services.

“you”/“your” are references to the customer under this contract.

“we”/“us”/“our” are references to Veolia.

“your premises” mean the premises to which you have agreed that we are to supply water and wastewater services.

Visit us

Veolia
107 Great South Road
(Cnr Great South Road and Queen Street)
Papakura 2110

Post to us

PO Box 72-243
Papakura 2244
Auckland

Talk to us

Telephone (09) 295 0515

Email us

nz-customerservice-water@veolia.com

visit us online

www.veolia.com/anz/contact-us/papakura-customers