

Agreement for the supply of water: Minor consumer agreement (filtered water)

Fish River water supply scheme

Water NSW ABN 21 147 934 787

Consumer

Name:
Phone number:
Email address:
Billing address:

Property water

Property to be supplied with water:
Connection date:
Tenant phone number (if owner is not living on the property:)
Tenant email address (if owner is not living on the property:)
Description of the property on which water supplied will be used (e.g. where appropriate, the street address, land title information and a plan:)

Purpose of supply

<input type="checkbox"/> Domestic drinking	<input type="checkbox"/> Domestic household non-drinking
<input type="checkbox"/> Stock	<input type="checkbox"/> Other (please specify)

WaterNSW and the Consumer agree to the supply of water to the Consumer in accordance with the attached Conditions of Supply.

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Parties

Consumer is that party named in the **Definitions** (“**Consumer**”)

Water NSW (ABN 21 147 934 787) of Level 14, 169 Macquarie Street Parramatta NSW 2150 (“**WaterNSW**”)

(each of the Consumer and WaterNSW are a ‘party’ and together they are the ‘parties’).

Forward

WaterNSW is a state-owned corporation established under section 4 of the *Water NSW Act 2014* (NSW) which operates under an Operating Licence issued and monitored by the Independent Pricing and Regulatory Tribunal. (IPART)

A function of WaterNSW is to supply water to other persons and bodies, but under terms and conditions that prevent the person or body concerned from supplying water for consumption by others within the State of NSW unless the person or body is authorised to do so by or under an Act.

It is a requirement of WaterNSW’s Operating Licence that it must establish and maintain agreements with each of its customers to whom it supplies water, which agreements set out the terms and conditions for the supply of water. WaterNSW is only able to supply water to customers in accordance with the terms and conditions of a Customer Supply Agreement.

The Consumer has requested that WaterNSW supply water to them. In compliance with section 20 of the *Water NSW Act 2014* (NSW) and part 6.1 of the Operating Licence, WaterNSW has agreed to supply water to the Consumer in accordance with the terms and conditions of this Agreement.

Operative provisions

1. Definitions

In this document:

“**Agreement**” means this Agreement and includes any schedules or annexures forming part of and attached to this Agreement.

“**Australian Consumer Law**” means the Australian Consumer Law in Schedule 2 to the *Competition and Consumer Act 2010*.

“**Consumer**” means a person as defined in the *Interpretation Act 1987* (NSW) at the Property as defined on page one of this Agreement.

“**Determined Prices**” means the prices as determined from time to time by the IPART.

“**Government**” means the government of New South Wales.

“**IPART**” means the Independent Pricing and Regulatory Tribunal.

“**Minister**” means the Minister administering the *Water NSW Act 2014* (NSW).

“**Plumbing Code of Australia**” means the National Plumbing Code of Australia as produced by the Australian Building Code Board.

“**Point of Supply**” means the location referred to in clause 4 of this Agreement being immediately downstream of a WaterNSW meter.

“**Property**” means the land supplied with water under this Agreement being the land at which the water will be used and identified on page one of this Agreement.

“WaterNSW Water Quality Management System” means the system developed by WaterNSW to manage the quality of water from source to consumer based on the recommendation of the Australian Drinking Water Guidelines (2011)(as amended from time to time).

2. Commencement date

This Agreement will commence on the date WaterNSW receives this Agreement signed by the Consumer.

3. New agreement

Upon the commencement of this Agreement any previous agreement for the supply of water to the Property between WaterNSW and the Consumer is terminated and is replaced by this Agreement, except as to any outstanding monies or accrued rights.

4. Point of Supply

WaterNSW will provide and the Consumer will take (subject to the terms of this Agreement) a supply of water at a point selected by WaterNSW adjacent to one of its main pipelines.

5. Meters and valves

- (a) WaterNSW will install and maintain, between its main and the Point of Supply, a meter to record the amount of water taken by the Consumer.

WaterNSW may also install and maintain such pipes, strainers, pressure-reducing valves, pressure-relief valves or valve chambers and backflow prevention devices as WaterNSW may deem necessary between its main and the Point of Supply.

Any equipment installed by WaterNSW will remain the property of WaterNSW.

- (b) The cost of equipment and of installing equipment referred to in clause 5(a) including, if necessary, tapping the main will be paid by the Consumer.
- (c) WaterNSW will pay the cost of repair or replacement of the meter and/or any of the equipment installed between the main and the Point of Supply following damage or failure unless such damage or failure was caused by the Consumer in which case the Consumer will pay the costs.
- (d) If the meter registers inaccurately or fails to register, then WaterNSW may, unless the inaccuracy or failure of the meter was caused by WaterNSW, estimate the quantity of water supplied to the Consumer in the period of that inaccuracy or failure and that estimate will be used to calculate or adjust any amount payable under clause 15 of this Agreement.

6. Consumer responsible downstream of Point of Supply

- (a) The Consumer is:

(i) responsible for connection to the Point of Supply and any plumbing downstream thereof; and

(ii) liable for all the costs arising in relation to that connection.

(b) The Consumer’s plumbing must comply with the Plumbing Code of Australia.

(c) The Consumer must notify WaterNSW of any leakage of water supplied under this Agreement whether before the point of supply or after that point as soon as possible after becoming aware of the leak.

(d) The Consumer must notify WaterNSW of any connection of the water supply to a rainwater tank or other storage.

(Note: It is vital when the supply is connected to storage that a backflow prevention device is in place in order to prevent potential contamination of the treated water supply. This requirement reflects the Plumbing Code of Australia and a failure to comply with this Code is an offence under the Water Management (General) Regulation 2018 (NSW)).

Supply of water in the Fish River scheme

(e) The Consumer acknowledges and agrees that the Water Management (General) Regulation 2018 (NSW) creates a number of offences which are relevant to the supply of water in the Fish River water supply scheme, including it is an offence for:

(i) a person (including the Consumer) to:

A. cause or allow a plumbing fitting to be used; or

B. cause or allow a plumbing fitting to be out of repair; or

C. cause or allow anything else to be done,

so as to waste water supplied by WaterNSW;

(ii) an occupier or owner of land to fail to protect from damage any meter or meter fittings that is/are connected to or form part of a water supply service pipe for the land; and

(iii) an owner of land to not ensure that:

A. the installation of any water service, and the connection of any such water service to the water supply authority's system, are done by the holder of a plumbing permit, and

B. any such water service complies with the Plumbing Code of Australia and is kept in good order and condition and free from blockages or leakages.

7. Entry for inspection

(a) WaterNSW may by its employees and agents enter the Consumer's property at any time and there exercise any functions which WaterNSW may reasonably consider necessary or expedient in connection with the water supply including reading a meter.

(b) The Consumer will ensure safe access within the Consumer's property to and from the location of the Point of Supply or Consumer's works for the entry and exercise of functions of WaterNSW employees and agents.

8. Use of water

(a) Water supplied under this Agreement may be used only for the Consumer's domestic and stock purposes unless otherwise approved in writing by WaterNSW.

(b) Water supplied is not to be wasted.

9. Water quality

- (a) The water supplied under this Agreement at the Point of Supply is treated to meet drinking water standards in relation to microbial, physical and chemical, and radiological characteristics, as per the Australian Drinking Water Guidelines 2011 (as amended) and is managed in accordance with the WaterNSW Water Quality Management System. WaterNSW monitors system performance and undertakes drinking water quality monitoring in the Fish River system in accordance with the WaterNSW Water Quality Monitoring Program and reports to NSW Health on system performance.

10. Public liability

- (a) The Consumer is responsible to ensure that water supplied by WaterNSW is used in accordance with clause 8 of this Agreement.
- (b) The Consumer must take all reasonable steps to prevent unapproved third party use of the water.

11. Liability

- (a) Nothing in this Agreement affects the operation of Sections 397, 398, and Part 2 of Chapter 6 of the *Water Management Act, 2000 (NSW)* and section 113 of the *Water NSW Act 2014 (NSW)* and it is intended that if there is any conflict between a clause of this Agreement and any provision of the *Water Management Act 2000 (NSW)* or the *Water NSW Act 2014 (NSW)*, then the relevant legislative provision will apply. The effect of these sections is to prevent WaterNSW (or an officer of WaterNSW) being liable for (among other things); the unavailability of water or any failure in the quantity or quality of water, due to acts or omissions of WaterNSW, if those acts or omissions were done (or omitted to be done) in good faith.
- (b) If, despite the legislative provisions referred to in paragraph (a) above, the Australian Consumer Law applies to this Agreement, WaterNSW is required to automatically provide certain guarantees in relation to goods and services which cannot be excluded by contract. If any goods or services supplied under this Agreement are supplied to a "consumer" (within the meaning of that term in the Australian Consumer Law or relevant jurisdictional legislation), the consumer will have the benefit of certain non-excludable rights and remedies in respect of the products or services (**Consumer Guarantees**), including guarantees that services are provided with due care and skill, and that goods are of acceptable quality.
- (c) If the Australian Consumer Law applies, nothing in this Agreement excludes, restricts or modifies the operation of the Consumer Guarantees where to do so would contravene the Australian Consumer Law or cause any part of this Agreement to be void.
- (d) Where the Australian Consumer Law applies to this Agreement, the goods and/or services supplied by WaterNSW are goods or services not ordinarily acquired for personal, domestic or household use or consumption, and the price of the goods or services is \$AUD100,000 or less then WaterNSW limits its liability for breach of any Consumer Guarantee to (at WaterNSW's option): (i) in the case of goods, repairing or replacing the goods or paying the cost of having the goods repaired or replaced; and (ii) in the case of services, supplying the services again, or the cost of having the services supplied again.
- (e) If the Australian Consumer Law applies then, except for the Consumer Guarantees and the warranties and conditions set out in this Agreement, WaterNSW excludes all other warranties, terms and conditions implied by statute, at law, in fact or otherwise.

- (f) Other than statutory rights as a consumer under the Australian Consumer Law (to the extent they apply) neither party is liable to the other for any consequential loss including loss of revenue or profits, loss of anticipated savings, loss of data, loss of business opportunity or any other indirect loss.
- (g) To the extent permitted by law, WaterNSW's total liability to the Consumer for any loss is limited in aggregate for any claim or series of connected claims to \$1 million to the extent that the exclusions or limitations in paragraphs (a) to (f) above do not apply.

12. Restrictions

- (a) WaterNSW may from time-to-time, by reasonable, written notice served on the Consumer or published in a newspaper circulating in the local government area of the Consumer's property, require the Consumer to restrict or discontinue the taking of water for such period as may be specified; and
- (b) Except in cases of gross negligence, fraud or wilful misconduct, WaterNSW will not be responsible for any resulting losses or costs or for damage to persons or property caused by any restriction or discontinuance of the supply.

13. Interruptions to supply

- (a) At the discretion of the Minister or the Government, WaterNSW may interrupt or limit the supply of water and place conditions on its use. The Consumer agrees to comply with the amended conditions of supply.
- (b) Supply of water to the Consumer may be interrupted at any time. When possible, WaterNSW will give as much notice as is reasonably practicable in the circumstances of interruptions to the supply (by radio or other means as determined by WaterNSW).
- (c) Except in cases of gross negligence, fraud or wilful misconduct, WaterNSW will not be responsible for any damage to persons or property caused by an interruption to the supply of water.

(Note: WaterNSW advises that if the Consumer requires a continuous supply of water then the Consumer should install a water tank adequate to avoid difficulties due to supply interruptions. Such a tank should be located on the Consumer's property and outside the boundaries of WaterNSW easements and located so that it can fill under mains pressure. The tank will have to meet the Plumbing Code of Australia concerning installation and connection to the main.)

14. Sole use by consumer

The Consumer will not, without WaterNSW's prior consent in writing, sell the water supplied under this Agreement or permit use of supplied water by another person except for the ordinary uses of the Consumer approved by this Agreement in accordance with clause 8 of this Agreement.

15. Charges for water

- (a) The Consumer must pay the following charges to WaterNSW for the supply:
 - (i) a minimum payment, billed annually in arrears
 - being the product of the 'minimum annual quantity' and the 'unit charge for water' as set out in the Determined Prices; and

(ii) an excess water charge

– being the product of the ‘unit charge for water’, and the quantity of water taken in excess of the ‘minimum annual quantity’; calculated in regard to a year 1 July to the following 30 June (a “water year”).

(b) Payment of the charges is to be made following service of an invoice (as per clause 18)

PROVIDED THAT where this Agreement is in force for part only of a water year, or where there is a variation (in accordance with clause 16 of this Agreement in one or both of the ‘*minimum annual quantity*’ or the ‘*unit charge for water*’), WaterNSW will calculate an adjustment on a pro-rata basis and will determine the amount payable by or refundable to the Consumer, as the case may be.

The Determined Prices as at 1 July 2024 are set out in Schedule 1 of this Agreement. The Determined Prices are updated on 1 July every year.

(c) The method of calculating charges described in sub-clause (a) may be varied by a determination of an independent pricing regulator.

(d) WaterNSW may charge the Consumer interest on an overdue account balance at the rate determined by IPART.

(e) Without limitation to its other rights at law or under this Agreement, WaterNSW may recover its reasonable costs associated with the recovery of any debt which becomes due and payable under this Agreement.

(Notes:

- The method for calculating charges and the rates to be charged are determined by an independent pricing regulator, currently IPART which may be replaced by the Australian Competition and Consumer Commission (ACCC).
- Invoices may be issued by WaterNSW annually or otherwise at the discretion of WaterNSW.)

16. Variation of charges

WaterNSW may vary charges (in accordance with clause 15) from time-to-time after giving one month’s notice to the Consumer.

17. Notice of payment

(a) Payment, notice or communication to be made or given by the **Consumer to WaterNSW**, are to be made or given as follows:

- payments are to be made via direct debit, BPAY or credit card. The Consumer may also pay in person by cheque, debit card or cash at any Australia Post Office; and
- other notices or communications are to be forwarded to WaterNSW, PO Box 398, Parramatta NSW 2124.

(b) Any notice, invoice or communication by **WaterNSW to the Consumer**, other than any which this Agreement permits to be published in a newspaper, will be deemed to have been received by the Consumer:

- if sent by post to the last place of abode or business of the Consumer known by WaterNSW, on the third business day after posting by WaterNSW; or

- (ii) if hand delivered to the last place of abode or business of the Consumer known by WaterNSW, on the day of delivery; or
- (iii) if sent electronically where the Consumer has elected to receive invoices via email, at the local time (in the place of receipt of that email) that would be determined if section 13A of the *Electronic Transactions Act 2000 (NSW)* (as amended) were to apply in respect of the email.

18. Payment of accounts

18.1 Payment terms

The Consumer must pay WaterNSW all amounts payable (whether charges for the supply or for specific charges referred to in this Agreement) **within 30 days** of an invoice being delivered.

18.2 Financial hardship

If the Consumer cannot pay their invoice, WaterNSW has a number of options available to them, please contact WaterNSW by:

- (a) calling 1300 662 077 or emailing at Customer.Helpdesk@waternsw.com.au; or
- (b) writing to: WaterNSW, PO Box 398, Parramatta NSW 2124.

Details of how WaterNSW can assist the Consumer can be found at waternsw.com.au/billing. A copy of the WaterNSW Debt Management Code of Practice can also be found there.

19. Transfer of Property

- (a) Subject to clauses 19(b) to 19(d), the Consumer is not permitted to assign or novate any of its rights or obligations under this Agreement to a third party which would include but not be limited to an incoming purchaser of the Property.
- (b) If the Property is to be transferred by the Consumer, **not less than 14 days prior notice** must be given in writing to WaterNSW of the intended transfer, the name and address of the proposed transferee and the proposed date of transfer.
- (c) This Agreement will continue to operate until:
 - (i) WaterNSW is advised of the transfer of the Property; and
 - (ii) all monies due to WaterNSW under this Agreement have been paid.

The Consumer is liable for all monies payable under this Agreement while this Agreement continues.

(Note: Upon notification to WaterNSW of a transfer, WaterNSW will read the meter and determine the amount due to WaterNSW under this Agreement and will issue an invoice to the Consumer.)

- (d) If the Consumer fails to advise WaterNSW of the transfer of the Property and WaterNSW subsequently is satisfied that a transfer has taken place, WaterNSW reserves the right to make a new agreement with the transferee. In such event, this Agreement will continue but only with respect to any continuing obligations to pay monies under this Agreement to WaterNSW.

20. Disconnection and reconnection

- (a) WaterNSW may (without prejudice to any accrued right) disconnect the supply of water if the Consumer commits a breach of this Agreement.

- (b) Grounds for disconnection include but are not limited to:
- (i) the Consumer's connection and plumbing not being compliant with the Plumbing Code of Australia;
 - (ii) failure to advise WaterNSW of connection of the Consumer's supply to a water storage;
 - (iii) the unauthorised use of the water;
 - (iv) tampering with the water meter;
 - (v) supplying water to third parties; or
 - (vi) non-payment of invoices.
- (c) A 'disconnection fee' (refer to Determined Prices in Schedule 1 of this Agreement) is payable by the Consumer whenever a disconnection occurs.
- (d) The Consumer must pay a reconnection fee, (in an amount determined by WaterNSW) to WaterNSW for restoration of the supply following disconnection. Reconnection will occur as soon as possible after WaterNSW is satisfied that there is no unresolved breach of any clause of this Agreement including the requirement for payment of invoices.

21. Termination of Agreement

21.1 By the Consumer

The Agreement may be terminated by the Consumer giving WaterNSW not less than 14 days' notice in writing of its desire to terminate. Termination will occur on an agreed date or otherwise upon payment of any monies due to WaterNSW from the Consumer.

21.2 By WaterNSW

- (a) WaterNSW may:
- (i) suspend or terminate this Agreement; or
 - (ii) suspend, withdraw or vary all or any of these clauses,
- by giving to the Consumer not less than 1 months' notice in writing.
- (b) The obligation to pay charges under clause 15 of this Agreement continues notwithstanding suspension of this Agreement unless otherwise agreed by WaterNSW.

22. Complaints or disputes

- (a) WaterNSW will address all complaints or disputes about WaterNSW performance under this Agreement in accordance with the WaterNSW Feedback and Complaints Handling Policy which is found at waternsw.com.au.
- (b) The Consumer has the right to refer any complaint or dispute to an external agency for review. External agencies are:
- (i) the Energy and Water Ombudsman, New South Wales (EWON). Full details are available from EWON which provides its services free of charge;
 - (ii) the New South Wales Civil and Administrative Tribunal (NCAT) which may hear and determine claims about services provided by us; or

(iii) other legal avenues which may include the courts.

Fish River Customer Council

(c) Oberon Council and Lithgow City Council are members of the Fish River Customer Council which consults with WaterNSW concerning the operation of the water supply scheme. Those Councils have agreed to represent the interests of minor consumers of the Fish River water supply scheme. Consumers that have issues which they would like to be considered by the Customer Council should contact their representative Council.

23. Privacy

- (a) WaterNSW will treat the Consumer's personal information according to the provisions of the *Privacy and Personal Information Act 1998 (NSW)*, the Information Privacy Principles in the Act and WaterNSW Privacy Policy.
- (b) WaterNSW may exchange information provided by the Consumer (including personal information) with other external agencies for any matter relating to this Agreement.
- (c) To the extent permitted by law WaterNSW may exchange information about the Consumer's credit worthiness and standing with credit reporting agencies and WaterNSW suppliers and contractors.

24. Public disclosure obligations

- (a) The Consumer acknowledges and agrees that disclosure by WaterNSW of all of or any part of the Agreement may be required:
 - (i) under any current laws including:
 - A. the *Government Information (Public Access) Act 2009 (NSW)*;
 - B. the *Ombudsman Act 1974 (NSW)*; or
 - C. the *Government Sector Finance Act 2018 (NSW)*;
 - (ii) under any future laws;
 - (iii) in the course of the official duties of a Minister or the State;
 - (iv) to satisfy requirements of parliamentary accountability;
 - (v) in annual reports of the State or the Commonwealth;
 - (vi) pursuant to policies of the New South Wales Government;
 - (vii) to satisfy any other recognised public requirement; or
 - (viii) as part of any pricing review process requested by IPART or ACCC,(each a "**Public Disclosure Obligation**").
- (b) The Consumer must, as its own cost and expense, use all reasonable endeavours to assist WaterNSW in meeting its Public Disclosure Obligations in relation to the subject matter of this Agreement.
- (c) The Consumer must clearly identify any documents or information that it considers to be confidential to it and may request that such documents or information not be published or disclosed.

- (d) WaterNSW may consider any request from the Consumer but WaterNSW is under no obligation not to publish or disclose any document or information referred to it under this clause 24.
- (e) Where WaterNSW has previously accepted that information or documentation referred to it under this clause 24 will not be published or disclosed, the WaterNSW may at any time amend or alter that decision.

25. Governing law

This Agreement is governed by the laws of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

Schedule 1 – Fish River water scheme charges

Fish River water supply

Minor consumer agreement

Clause	Description	Rate/Amount
6 (a)	Connection fee*:	
	Low complexity	\$1,079.23
	Medium complexity	\$4,091.93
	High complexity	\$8,366.24
15 (a)	Minimum annual quantity/meter	200 kL
15 (a)	Unit charge for water access charge	\$1.00
15 (a)	First tier usage rate volumetric charge	\$0.62
15 (a)	Second tier usage rate volumetric charge	\$1.62
20 (c)	Disconnection fee	\$303.83

Rates effective 1 July 2024 to 30 June 2025 subject to change – review water.nsw.gov.au/pricing for current charges.

Note:

* Please see water.nsw.gov.au/pricing for information on when the different connection categories apply.

1. Second tier usage rate applies for all water used in excess of the minimum annual quantity.

Executed as an agreement.

[Where the Consumer is executing as an individual or non-corporate entity:]

Signed by the Consumer by its authorised representative:

Signature of Witness

Signature of Consumer or its authorised representative

Name of Witness (please print)

Name of Consumer or its authorised representative (please print)

Date

Date

[OR][Where the Consumer is a corporate entity:]

Executed in accordance with section 127 of the *Corporations Act 2001(Cth)*:

by [_____] ABN [_____]
Full name of entity (please print) (please print)

Signature of director

Signature of company secretary/director

Full name of director (please print)

Full name of company secretary/director (please print)

Date

Date

Signed by WaterNSW by its authorised representative:

Signature of witness

Signature of authorised representative

Name of witness (please print)

Name of authorised representative (please print)

Date

Date