

# Working with you



Watercare is the water and wastewater company for people of the Auckland region. Every day we deliver safe, reliable water services to over one million people across the region.

#### **You can expect Watercare to:**

- Supply drinking water that meets all applicable health standards and is free from any unpleasant odour or taste.
- Remove wastewater from your property and treat it to a high quality to protect the health of our community and environment.
- Be responsive when you contact us so that your queries can be resolved promptly.
- Be proactive in letting you know about any changes to our services.
- Proactively plan for the future water and wastewater needs of our growing region.

Our contract is with the owners of residential and non-residential properties that we supply water or wastewater services to – but in meeting our promise to you we will provide the same level of service to anyone who resides at your property.

## Table of Contents

About this booklet	2
Customer service commitments	3
Putting things right – our customer complaint process	9
Customer terms – your contract with Watercare	13
About this contract	14
Our goods and services	16
Our charges and payments	17
Your rights and obligations	20
Our rights and obligations to you	24
Ending your contract	28
Managing disputes with customers	29
General legal information	29

## About this booklet

This booklet contains everything you need to know about your relationship with Watercare, including:

- Customer service commitments – our promise to you
- Putting things right – our customer complaint process
- Customer terms – the contractual obligations under which we provide our services

# Customer service commitments

## **Our promise to you**

Our customer service commitments are designed to give you a clear understanding of the level of service that you can expect from us. They are a statement of our good intentions – our commitment to serve you as best as we can.

We regularly report on how we're performing against these service commitments. To see how we're doing visit [www.watercare.co.nz](http://www.watercare.co.nz).

### **1. Water quality**

We will monitor water quality in our network to ensure you receive water that meets the Ministry of Health drinking standards.

If you have any concerns about the quality of water we supply, such as a change in clarity, taste or smell, please contact us. We will investigate and, if necessary, undertake reasonable laboratory testing to find out the cause.

In the highly unlikely event that your water quality deteriorates and becomes unsafe to drink, we will advise you immediately. An authorised public announcement will be made by the Medical Officer of Health or by Watercare.

### **2. Pressure and flow (at the outlet of your meter)**

Under normal circumstances, we will provide a residential property with water pressure of at least 200 kPa, and a water flow rate of at least 25 litres per minute.

### **3. Interruption to services**

We aim to provide you with uninterrupted water and wastewater services, but may need to interrupt, suspend or restrict our services due to accidents, ground movement, weather events, emergencies or other reasons beyond our control.

When there is an unplanned interruption to our service, we aim to respond within one hour and restore service within five hours.

If we need to interrupt your supply for planned work, we will give you three working days written notice and plan our work to minimise disruption and inconvenience to you. If our work is expected to affect a large part of the network, we will also publish a public notice in local community papers and on our website [www.watercare.co.nz](http://www.watercare.co.nz).

If any water supply interruption, planned or unplanned, exceeds five hours, we will ensure that you have access to clean water. We may supply bottled water to your property if you need it, or set up a water tanker or hydrant close to your property, which we will inform you of.

Any major fault or outage will be announced on our website and telephone system, so that you know what has happened and when service will be restored. Calls to our fault line will be answered 24 hours a day, 365 days of the year.

### **4. Wastewater services**

We will maintain and operate the wastewater system up to the property connection point, taking care to avoid odours and overflows.

If there is a wastewater spill on your property please contact us first. If the spill is caused by a problem in our network, we will contain the spill and clean the affected areas as quickly as we can. We aim to attend all calls within one hour within metropolitan Auckland, and will resolve the problem as quickly as possible.

If the spill is caused by a problem beyond Watercare's network, such as a blockage within a private drain, we will advise you to contact a local plumber or drain layer to repair the problem.

We take all complaints about odours from our wastewater treatment plants seriously and will act promptly to address the problem. We will investigate and advise you of the outcome of any odour complaints within one hour.

### **5. Entry to your property**

Although we have the right to enter your property without consent to read the meter, or check or work on our network, we will do this with respect to you, your family and your property.

We will always show authorised identification. If you are not confident that visitors are Watercare representatives we encourage you to contact us or the police.

We will not enter your property between the hours of 6pm and 7:30am unless there is an emergency that cannot wait or we have your consent to do so.

## 6. Restoring your property to original condition

We will reinstate any damage arising from our actions or a problem in our networks to as close to the original condition as possible. Sometimes we may temporarily patch a footpath or paved area to make it safe and will return to restore the area to its original condition within ten days.

We will take care to avoid damaging grassed areas and gardens on private properties.

## 7. Making it easier for you

We want to make it easy for you to do business with us. You can expect professional and courteous behaviour from all Watercare staff and contractors working on our behalf.

We commit to:

- Being consistent in what we say and do
- Responding quickly and efficiently
- Providing easy to understand information

When you phone us with a query, you may be asked to call us back with additional information, but our goal is that you do not have to chase us up.

We will respond to written correspondence (mail and fax) within ten working days, and to email and online contact through our website within 24 hours.

We offer a range of easy payment options. You can choose to pay your water and wastewater bill by any of the following methods:

- Direct debit
- Internet or telephone banking
- Credit card (Visa/MasterCard)
- Cash, EFTPOS or cheque; at any BNZ branch or PostShop outlet

If you have trouble paying your bill please contact us to discuss payment options.

## 8. Being available to you

You can contact us by email or via our website, [www.watercare.co.nz](http://www.watercare.co.nz), at any time and we will get back to you within 24 hours.

You can call us on (09) 442 2222 from 7.30am to 6pm, Monday to Friday (except public holidays).

If you have a fault or emergency we are available on (09) 442 2222; 24 hours, 365 days of the year.

## 9. Keeping you up to date

From time to time we will make service improvements and introduce new services. We will advise you about these on our website [www.watercare.co.nz](http://www.watercare.co.nz), or through a variety of other methods.

Changes to our water and wastewater tariffs will be advised at least one month before they take effect, in newspapers and on our website, [www.watercare.co.nz](http://www.watercare.co.nz).

## 10. Special health needs

If you have any health needs that require a level of service beyond these commitments please contact us. We maintain a register of residential customers who have special water needs.

## 11. Access and inclusion

If you think you may have trouble communicating with us for any reason, you can provide us with a preferred contact who can speak to us on your behalf. This could be a family member, friend or social agency. To add a preferred contact, call us on (09) 442 2222.

We provide a free translation and interpretation service for people with English as a second language. If you need this service, please call us on (09) 442 2222.

## Performance indicators for our service standards

Water supply pressure	Minimum normal service is targeted at 200 kPa
Water supply flow rate	Minimum normal service is targeted at 25 litres per minute*
Water quality	Maintain Ministry of Health Drinking water standard Minimum of Aa grade in metropolitan Auckland
Restoration of water shutdowns	96% restored within five hours
Written enquiries and complaints responded to	Mail and fax: 100% responded to within 10 working days Email and online: 100% responded to within 24 hours.

\*Based on 15mm residential water meter.

# Putting things right

## Our customer complaint process

We aim to provide great service all the time. However, if you are unsatisfied with us for any reason we have the following steps in place to help you.

### Step 1: Contact us

If you are unhappy or concerned about any aspect of our service please contact our Customer Services Team using any of the methods below:



(09) 442 2222



info@water.co.nz



visit [www.watercare.co.nz](http://www.watercare.co.nz) and complete the online form

If the matter cannot be resolved immediately, we will investigate the situation further to see what we can do to resolve the matter.

We will always try to respond to you with an answer within five working days – by telephone where possible, or in writing. In the case of a longer investigation, we will give you an initial reply within five working days and a more detailed response within 10 working days.

If, for any reason, you are still unhappy with the resolution or you believe that Watercare has breached a specific duty or obligation owed to you, you may wish to move to Step 2.

### Step 2: Work with us

If you have a specific complaint and are not happy with the response you receive, you may wish to discuss mediation or arbitration with us. If both parties agree to proceed with mediation or arbitration, we will usually share any costs involved.

If mediation or arbitration is not acceptable to either party or if we cannot agree that there is a genuine basis for complaint, you can seek to have the matter escalated through more formal proceedings.

### Step 3: Other options

If we have been unable to work together to satisfactorily resolve a genuine dispute, either of us may refer the matter to the Disputes Tribunal or to the Court, for matters over \$15,000.

### Disputes involving outstanding payments

If there is a payment or outstanding balance on an account relating to a genuine dispute involving a specific breach of obligations or duties we will, while the dispute is being considered, freeze the disputed amount. This means that Watercare will not initiate any further collection actions or charge any interest on the disputed amount while we investigate the matter.

# Customer terms

Your contract with Watercare

## 1. About this contract

### 1.1 What this contract is for

These terms and conditions apply to the goods and services we provide to you. Your acceptance of the goods and services creates a legally binding contract between you as the owner or occupant of the property (our customer or you) and Watercare Services Limited (Watercare, we, or us). If you are the landlord of a tenanted property, you are a customer of Watercare. If you are not the landlord, but you occupy the property, or represent someone who occupies the property, we may also consider you a customer.

You do not need to do anything for this contract to take effect. You are deemed to accept the terms and conditions by continuing to use Watercare's goods and services, or by remaining connected to the *Watercare network*, or by remaining within the area that is capable of being serviced by Watercare.

Please read this contract along with our [supporting schedules](#). The *supporting schedules* include the [price schedule](#), Other Products, Other Provisions and Definitions of italicised words. You can find these documents on our website at [www.watercare.co.nz](http://www.watercare.co.nz) or ask us for a copy using the contact details set out below.

**Please carefully read part 8 of these terms and conditions (and in particular, paragraphs 8.5 and 8.6). Part 8 of these terms and conditions sets out particularly important legal terms that apply between you and us. We also recommend you carefully read paragraphs 5.1 to 5.4, which set out our rights relating to interruptions to supply and emergencies.**

### 1.2 Who to contact if you have any questions

Watercare customer services team:



(09) 442 2222



[info@water.co.nz](mailto:info@water.co.nz)



[www.watercare.co.nz](http://www.watercare.co.nz)

### 1.3 Who and what is covered by the contract

This contract applies to all customers of Watercare, except where your relationship with us is covered by another specific agreement or to the extent that we provide you with laboratory or *trade waste services*. (For further information on laboratory and *trade waste services*, please go to our website or contact us.)

Our customers are divided into two categories: *residential* and *non-residential*. Within each category, there are two types of customer based on location: metropolitan and non-metropolitan.

#### Residential customers

You are a *residential customer* if you own a residential property and only use our goods and services for domestic purposes.

#### Non-residential customers

You are a *non-residential customer* if you own or lease a non-residential property, or use our goods and services for non-domestic purposes. If we decide you are operating a business from your property, we may determine that you are a *non-residential customer* and charge you accordingly.

### 1.4 Changes to the contract

We may change the terms of this contract from time to time. The most current version of these terms will be available on our website at [www.watercare.co.nz](http://www.watercare.co.nz).

## 2. Our goods and services

### 2.1 Water supply, wastewater, and other services

#### Water supply

We will supply *water* to your property through our *water supply network* in accordance with these terms.

#### Wastewater discharge

We will accept wastewater discharged from your property into our *wastewater network* in accordance with these terms.

If you produce large volumes of *wastewater* (as determined by us), we may ask you to discharge the *wastewater* only at specified times of the day. This may mean you have to install holding tanks, at your cost.

#### Other services

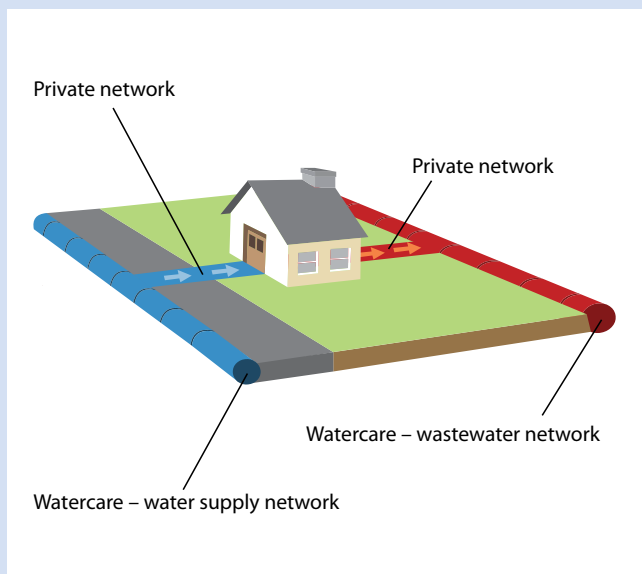
We may provide you with the goods and services set out in the [price schedule](#), and offer you other goods and services from time to time.

### 2.2 Who owns the network assets?

#### Point of supply

A 'point of supply' is the point where Watercare's network connects with a *private network*. At this point, the responsibility for ownership and maintenance of assets and equipment transfers from Watercare to you. Please refer to the [supporting schedules](#) for further information.

#### Typical connections



## 3. Our charges and payments

### 3.1 Our price schedule

Our prices are set out in our current [price schedule](#). The prices in our *price schedule* form part of this contract (unless set under the authority of any statute or bylaw). From time to time, we may make changes to the *price schedule*. A copy of the most current *price schedule* will be available on our website [www.watercare.co.nz](http://www.watercare.co.nz). You can also ask us for a copy.

### 3.2 Charges for water

Our charges for *water* may be based on the volume of *water* we supply to your property and/or they may be fixed charges.

The relevant charges are set out in the *price schedule*.

### 3.3 Charges for wastewater services

Our charges for *wastewater services* may be based on the volume of *wastewater* you discharge (usually based on the volume of *water* we supply to your property) and/or they may be fixed charges.

Our charges for *wastewater* apply from the time the *water meter* (or the *wastewater* connection, if we do not provide your *water supply*) is installed or made available for use, unless you and we have agreed otherwise.

The relevant charges are set out in the *price schedule*.

#### Properties with more than one dwelling

If you are a *residential customer*, you will be charged for each separate dwelling on your property, whether or not it is occupied. Each dwelling is known as a *separately used or inhabited part of a rating unit* or 'SUIP' and we generally charge each SUIP separately. For example, if your property is divided into a number of flats, each one is likely to be a SUIP and will be charged separately.

#### If you don't discharge all the water we supply to you as wastewater

It may be that you don't discharge all the *water* we supply to you as *wastewater* and can demonstrate that the difference between how much we supply and how much is discharged is significant. In that case, we may, at our discretion, reduce your volume-based charge to better reflect how much you actually discharge.

### If you also use water from another source

You may also obtain *water* from another source besides us and therefore discharge more *wastewater* than the volume of *water* we supply to you. In that case, we may, at our discretion, increase your volume-based charge for *wastewater* to better reflect how much you actually discharge. We may audit your *water* use (at your cost) to work out any applicable extra charges. We may also require you, at your cost, to install a *meter* on your *wastewater* outlet to help with measuring the volume of *wastewater* you discharge.

### 3.4 Charges for other goods and services

Other charges that we may require you to pay include:

- an infrastructure growth charge for new or existing customers who increase their demand on the *water* and/or *wastewater networks*;
- costs for *backflow prevention device(s)*;
- development and connection fees;
- costs for *meter*-related work;
- costs that arise because you do not comply with the requirements of this contract; and
- administration fees (for example, for special *meter* readings, or for copies of invoices).

By using any of our goods and services, you agree to pay the charges that are set out in the [price schedule](#) (as amended from time to time). Where the *price schedule* does not provide for a relevant charge, we may charge a reasonable fee (determined by us) for goods and services we provide.

### 3.5 Estimated charges

Sometimes we may have to estimate how much *water* you consume and charge you accordingly.

### 3.6 Invoicing

We will invoice you regularly for the amount you owe us for *water*, *wastewater* or any other goods and services we provide.

### 3.7 Security for payment

We may require you to provide a deposit, bond, or some other form of security for the payment of your goods and services under this contract. Further details in relation to security for payment are set out in the [supporting schedules](#).

### 3.8 Your payment responsibilities

You agree to pay us the total amount you owe us on or before the due date shown on our invoice without deduction or set-off. If you do not pay the total amount you owe, we may do any of the following:

- charge you an administration fee;
- restrict the goods and services that we supply to you;
- charge you for any actual and reasonable collection, dishonoured payment and/or legal fees that we incur as a result of your failure to pay the charges on the due date;
- try to recover any goods we have supplied;
- if you are a *non-residential customer*, and we are legally able to do so, disconnect you.

## 4. Your rights and obligations

### 4.1 Maintaining pipes and plumbing fittings on your property

We are responsible for maintaining the networks on our side of the *point of supply*.

You are responsible for maintaining all equipment, including the pipes and plumbing fittings on your side of the *point of supply*, even if Watercare or its predecessors installed or located them there.

### 4.2 Damage to Watercare's networks

You agree that you, and other people on your property, will not do any of the following to any of our assets:

- tamper with, block or damage;
- change or make additions;
- remove or relocate;
- dispose of harmful substances; or
- make use in any way of any fire fighting system except for fighting fires.

You agree that you will be responsible for any costs that arise in relation to the above activities, whether undertaken by you or anyone else on your property.

### 4.3 Responsibility for losses or blockages

You are responsible for the loss of *water*, or any *wastewater* leakage or blockage, on your side of the *point of supply*.

### 4.4 Preventing contamination of the network

You agree not to allow *water* or any contaminant to flow back into, or to enter, our *water supply network* from your property (this is called 'backflow'). If we consider it is necessary, we may conduct backflow audits to see how much *water* or other contaminant is flowing back into *our network*. We may charge you the cost of an audit if we consider your property requires auditing.

If there is a risk that backflow is occurring or could occur on your property, we may require you to have a suitable *backflow prevention device* installed at your property's boundary (if a device is not already in place). We will install, test, and maintain the device, but you will have to pay the costs of installation, testing, and maintenance (as determined by us). The device will form part of our *meter* set-up and we will own it (it will be on our side of the *point of supply*).

If the *backflow prevention device* needs to be certified for any reason, it is your responsibility to maintain this certification.

*Backflow prevention devices* are usually only installed for *non-residential customers*.

### 4.5 New connections

No new connections to our *water supply network* or *wastewater network* can be made unless we have authorised them and they are carried out by contractors we have approved. Fees for new connections are set out in the *price schedule*.

If you require us to significantly increase the volume of *water* that we supply to you, we may need to install another connection or a larger connection for your water supply or *wastewater*. We may charge you an infrastructure growth charge if your *water* usage changes significantly.

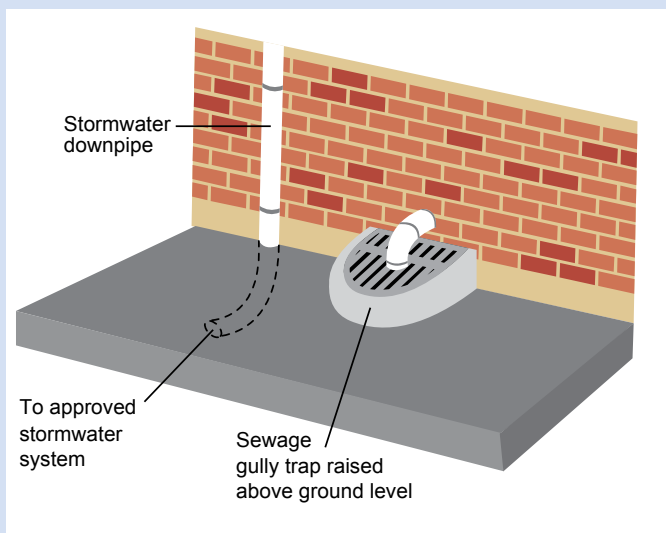
### 4.6 Supplying water to other people

The *water* we supply is only intended to be used by you and other people on your property. You agree not to supply or sell it to anyone else.

#### 4.7 Gully traps

You agree not to allow anything other than *wastewater* to be directed into any *gully traps* located on your property. A *gully trap* is a raised drain with a grill that receives *wastewater* from pipes inside the building. It is also called an ‘overflow relief point’.

#### Your sewage drains (gully trap) should look like this



#### 4.8 Care of land around Watercare assets

To care for the land around our assets, you agree not to:

- change the ground level or do any other landscaping work above any of our pipes, *meters* or other assets (even if these are located on your property) without our permission;
- cover any manholes or *meter* boxes located on your property as these are access points to *our networks*;
- carry out any activity that may put *our network* assets at risk;
- allow any vegetation to interfere with or damage our assets.

#### 4.9 Building close to networks

To protect *our network*, you agree not to undertake any building activities inside the clearance distances from *Watercare network* equipment set out in the table below, without our written permission. This means that even if equipment is buried below the ground, you cannot carry out building activities above the ground within this area. We will not give permission to build over any *water* or *wastewater* pressure main. For more detailed information in relation to these clearance distances, or if you are unsure, please contact us.

Watercare asset type	Clearance distance		
	General excavation	Piling	Blasting
Water and wastewater pressure pipes any diameter			
Gravity pipes greater than 300mm diameter (including connected manholes and structures)	10 metres	10 metres	15 metres
Gravity pipes up to and including 300mm diameter (including connected manholes and structures)	5 metres	10 metres	15 metres

#### 4.10 Providing and updating your information

You agree to provide us with accurate, complete, and up-to-date information so we can provide you with goods and services. You also agree to update this information when it changes.

#### 4.11 Other obligations

As well as your other obligations in this contract, you agree:

- to make sure all devices (including private drainage features, *meters* and *gully traps*) are installed and properly operated and maintained; and
- not to tamper with any part of the *Watercare network*, or any associated connections, pipes, *meters*, valves or hydrants, and not permit anyone else to do so.

### 5. Our rights and obligations to you

#### 5.1 Water quality and water pressure

The quality of the *water* we supply will comply with the relevant legal requirements. If you require *water* of a different quality for a non-residential or an industrial process, you should install a suitable *water* treatment system on your property to achieve the desired water quality. You may need to obtain consents and approvals to do this.

We cannot promise any maximum or minimum pressures or flow rates for the *water* that we supply, or uninterrupted, continuous or fault free *water* or *wastewater services*.

#### 5.2 Interruptions to supply

Sometimes we may not be able to supply your property with *water* or *wastewater services*.

We may interrupt the supply of *water* or *wastewater services* at any time without notifying you for so long as we consider it is necessary to:

- carry out work on, or inspect, any part of *our networks*;
- ensure the health or safety of any person;
- avoid or minimise any damage to *our networks* or to any property; or
- fix any problems caused by unforeseen circumstances or emergencies.

If you are dependent on or need an uninterrupted water supply, you are responsible for ensuring you have a continuous supply. You may need to obtain consents and approvals to do this.

We will not be liable for any interruption in the goods and services we provide.

#### 5.3 Drought and emergencies

We may limit the volume of *water* we supply to you if:

- there is a *water* shortage;
- we believe that water consumption should be reduced to avoid future *water* shortages; or
- we consider it is necessary to limit supply due to any other unforeseen circumstance or emergency.

You agree to follow our instructions in relation to limitations on supply, including to conserve *water*. In the event of an emergency you may also receive instructions regarding *water* use from Civil Defence or the Auckland Council.

#### 5.4 Emergency assistance

Please contact us as soon as possible if there is:

- a burst pipe or spillage on or near your property;
- an unplanned interruption to your receipt of goods and services;
- a *water* quality or pressure problem; or
- any similar emergency.

We will not be liable for any costs of repairs to *our network* carried out by anyone other than us, unless we have first authorised the repairs in writing.

#### 5.5 Entry onto your property

We may enter your property at any time to read *meters* and to install, replace, inspect, maintain, test, repair, and clean any part of our *water* or *wastewater network* or network assets (including *meters*), so that *our networks* can operate safely and effectively. We have a statutory right to enter your property in certain circumstances.

Without limiting the above, you expressly agree to allow our representatives access onto your property to:

- deal with an emergency; and/or
- clean up any sewage contamination outside any building on your property, if we are responsible for it.

Our representatives include any Watercare employees, subcontractors or agents; they must identify themselves to you on request.

#### 5.6 Access to meters

The *meter* on your property must be able to be easily accessed and read by Watercare or our representatives. If we cannot safely access the *meter* on your property, we will send you an estimated account for that billing period and tell you that we were unable to read the *meter*. If we are required to undertake work to make your *meter* accessible we may charge you for this work.

#### 5.7 Meter testing

If you have reason to believe that the *meter* on your property is not reading accurately, please contact us. We may arrange to inspect the *meter*.

If your *meter* is not working correctly we will replace it at no charge. If we test your *meter* at your request and find that it is working correctly we may charge you for the cost of this work. If we replace a faulty *meter* we may, in our discretion, adjust your charges to reflect the estimated error in the *meter* reading.

#### 5.8 Meter damage and repairs

We will replace a *meter* at no cost to you if it is:

- defective (that is, reading inaccurately); or
- part of a *meter* replacement programme that we undertake.

However, if you or someone living at or visiting your property has knowingly tampered with, damaged or removed the *meter*, you agree to pay the costs of repair. Tampering with or altering the position of our *meter* is also a statutory offence.

If you have not tampered with the *meter*, but damage has nevertheless occurred due to activities on your land (for example, driving repeatedly over a meter box that is in the ground), we may relocate the *meter* and charge you for this. We will discuss this with you before we relocate the *meter*.

### 5.9 Reading your meter

We will read your *meter* as part of our standard *meter*-reading schedules. We may also from time to time carry out extra *meter* readings to check your *water* consumption or to make sure we are running our *meter*-reading schedules in the most efficient way.

### 5.10 Special meter readings

Sometimes you may need an extra *meter* reading outside our normal schedule. If this relates to closure of an account, please refer to the [supporting schedules](#) for further information. In any other case, please contact us to request a special reading — two *working days* before the date you need it. We will charge you to cover the costs of taking the reading.

### 5.11 Unauthorised network connections

We do not permit connections to *our networks* that have not been authorised by us.

### 5.12 Work on the private network

If we believe work is needed on the *private network* on your property, but we do not consider it is happening promptly enough, we may carry out the work required ourselves (subject to our statutory obligations). We may recover the cost of this work from you or anyone else involved.

## 6. Ending your contract

### 6.1 Closing your account

To close your account with us, please refer to the section headed “Closing your account” in the [supporting schedules](#).

### 6.2 When we can end the contract with you – (Non-Residential Customers)

We may end this contract if you are a company and you go into liquidation, administration, receivership, or statutory management.

### 6.3 What happens next

If we end this contract, we may restrict or disconnect the supply of *water* or *wastewater services* to your property and we may charge you a fee.

Ending this contract does not affect any of your or our rights or obligations for anything that occurred before the contract ended. For example, any outstanding invoice will still need to be paid.

## 7. Managing disputes with customers

### 7.1 Managing disputes

Watercare provides goods and services to more than 1.4 million Aucklanders. While we aim for the best standard of service there may be instances where you as the customer are not satisfied. If you have any complaints in relation to our services, please contact us. Any formal complaints or disputes between you and us will be determined in accordance with the process set out in the [supporting schedules](#).

### 7.2 Managing other problems with customers, including non compliance

- In the unlikely event we are unable to resolve a problem with you, we may, at our option:
- use a third party to help resolve the problem;
- if permitted by law, disconnect your *water* supply or *wastewater services* (for *non-residential customers*);
- restrict your *water* supply or *wastewater services* that we provide; or
- take legal action against you.

## 8. General legal information

### 8.1 What information we can keep about you

In accordance with our privacy policy, we may collect and store the following information about you:

- your legal name;
  - your postal and property addresses;
  - your telephone and mobile phone numbers;
  - your email address;
  - details of any medical problems that mean you depend on a *water* supply;
  - any relevant commercial lease document (if you are a *non-residential customer*); and
  - any other information relevant to our supply or your use of our goods and services.
- Watercare’s privacy policy is available on request.

We may check with other people whether the information you have provided to us is correct.

## 8.2 Other people we can disclose your information to

You agree that we may disclose your information to other people (for any purposes that we reasonably decide, including in relation to the services that may be of interest to you). In doing this, we will comply with your rights under relevant privacy legislation and, if necessary, we will ask the people requesting and/or using your information to prove their identity. You authorise the use of this information by the people we disclose it to. If you do not want your information to be disclosed, please write and tell us.

We will also disclose your information to other people if the law requires us to.

## 8.3 How we use your information

We may use the information we hold about you to:

- help us better serve our customers;
- provide you with information on our goods and services;
- help when training our staff;
- help us carry out our obligations under this contract;
- help us to work out how much of our goods and services you use and to invoice you for this amount;
- collect amounts that are unpaid on accounts; and/or
- work out your credit-worthiness or report on your credit.

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

## 8.4 Accessing and correcting your information

You can ask us to correct any information held about you that is wrong. You have the right to access the personal information that we hold about you. If you ask us to provide your information, we may charge you a reasonable administration fee for this.

## 8.5 Damage due to negligence

If you consider we have damaged your property due to our negligence, you agree:

- to tell us as soon as you can about any damage;
- to provide evidence of the damage and give us a reasonable opportunity to repair it, at our cost; and
- to take all reasonable steps to minimise the damage.

If you have complied with the above, then, subject to paragraph 8.6, we will pay the costs of any loss or damage to property that is a direct result of our negligence. You agree this is the sole remedy for any damage caused by our negligence.

## 8.6 General limitation on liability

We will not be liable for any indirect or consequential loss, or for any loss of revenue, profits, goodwill, business or anticipated business, anticipated savings or for any business interruption, or loss of data, regardless of whether or not that loss was, or ought to have been, contemplated by us.

Except as provided for in paragraph 8.5, we will have no liability to you for any breach of our obligations under this contract. Where we are liable to you under paragraph 8.5, 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 any consecutive period of 12 months.

## 8.7 Your rights under the Consumer Guarantees Act and Sale of Goods Act

If you are a *residential customer*, any rights you may have under the Consumer Guarantees Act 1993 apply, as well as the rights that you have under these terms and conditions.

The Consumer Guarantees Act does not apply if:

- you are acquiring goods or services from us to use in a business or production process; or
- you are not a 'consumer' as defined in the Consumer Guarantees Act 1993.

Any rights or terms under the Sale of Goods Act 1908 are expressly excluded from these terms and conditions.

### 8.8 Watercare's 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. Nothing in this contract is intended to override or limit any obligations Watercare has under any legislation except to the extent permitted by law.

### 8.9 Waiving an obligation

If we waive any of your obligations in this contract, we still have the right to enforce the rest of the terms in this contract. Waiving your obligations on one occasion does not set a precedent.

### 8.10 Transferring or assigning liabilities

You may not transfer or assign any of your liabilities or rights under this contract to anyone else unless we have given you our written consent.

We may transfer or assign any of our liabilities or rights under this contract to anyone else.

### 8.11 Notices and communications

If you send us, or we send you, a written communication by mail, it will be deemed to have been received on the third *working day* after it was sent. If you send us, or we send you, an email or facsimile, it will be deemed to have been received on the *working day* it was sent, or, if it was sent after 4.30pm or not on a *working day*, it will be deemed to have been sent at 8.30am on the next *working day*.

[www.watercare.co.nz](http://www.watercare.co.nz)  
(09) 442 2222



---

Watercare Customer Centre,  
Watercare Services Limited,  
Private Bag 94010, Auckland 2241, New Zealand