

Australian Capital Territory

Utilities (Approval of Terms – Icon Water Standard Customer Contract – Raw Water) Approval Notice 2016

Notifiable Instrument NI2016-290

made under the

Utilities Act 2000, s 91 (Notification and application of terms etc) and s 89 (Approval of terms)

1 Name of instrument

This instrument is the *Utilities (Approval of Terms – Icon Water Standard Customer Contract – Raw Water) Approval Notice 2016*.

2 Commencement

This instrument commences on the day after it is notified.

3 Approval of terms of standard customer contract

The Independent Competition and Regulatory Commission has approved Icon Water's *Raw Water Services Connection and Supply Standard Customer Contract* (attachment 1).

Joe Dimasi
Senior Commissioner
Independent Competition and Regulatory Commission

6 June 2016

Raw Water Services Connection and Supply

Standard Customer Contract

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Raw water services connection and supply contract

	A	This contract sets out the standard terms on which <i>Icon Water</i> supplies <i>raw water services</i> to customers connected to a <i>raw water network</i> in the ACT. The customers supplied from a <i>raw water network</i> under this contract are identified in Schedule 2. <i>Our</i> supply of <i>raw water</i> is subject to the requirements of the <i>Non-Drinking Water Code</i> .
	B	This contract does not apply to <i>Icon Water's</i> supply of drinking or potable water or <i>sewerage services</i> to customers. If you are supplied with drinking water or <i>sewerage services</i> by us, it will be under a separate contract.
	C	The ACT <i>raw water networks</i> are owned by <i>Icon Water</i> , a Territory owned corporation, which is the utility licensed to provide <i>water services</i> in the ACT.
<i>Icon Water and ActewAGL Retail</i>	D	<i>Icon Water</i> contracts <i>ActewAGL Retail</i> to manage its water and sewerage customers. Under this arrangement, <i>ActewAGL Retail</i> provides some customer management and billing services needed to operate this business. That is, in some instances it will be <i>ActewAGL Retail</i> that deals with customers.
<i>Multiple premises</i>	E	If you have a number of premises in the ACT on different Crown leases serviced by a <i>raw water network</i> , this contract applies separately to each of those premises.
<i>Words in italics</i>	F	Words shown in italics have the meaning given in Schedule 3.
<i>Codes</i>	G	There are references to a number of codes throughout this contract. For codes made under the <i>Utilities Act 2000</i> , contact the <i>ICRC</i> if you would like a copy of a code or you can search the <i>ICRC</i> web site at http://www.icrc.act.gov.au/ . Codes made under the <i>Utilities (Technical Regulation) Act 2014</i> are available at http://www.legislation.act.gov.au

TERMS

Enquiries and complaints

- 1.1 (a) **Enquiries** in relation to *raw water services* should be directed to 6248 3111 for:
- 1. Faults and emergencies** (24 hour service)
 - 2. Retail and billing enquiries**
 - 3. Technical and general enquiries**
- (b) **Complaints** about *raw water services* can also be directed to 6248 3111, emailed to talktous@iconwater.com.au, or by post to GPO Box 366, Canberra 2601.
- We will resolve any enquiries or complaints as soon as reasonably possible.

What obligations do you have?

Commencement of supply

- 2.1 If you are the owner of the premises, you do not need to lodge an application for supply with us. We will be notified of your details by the Registrar-General's Office when you acquire the premises.
- 2.2 If we ask you to, you must promptly provide any additional details about you or your premises that are reasonably necessary for us to provide *raw water services* to you. You may provide those details in writing, over the phone or electronically.
- 2.3 We can only supply you if you have an existing connection which is in working order between your premises and the *raw water network*.

Keep us informed of changes

- 2.4 You must inform us promptly if there is a change in:
- (a) your contact details;
 - (b) access to the meter; or
 - (c) your water pipes or appliances which may affect the quality or safety of our supply.

Life support equipment

- 2.5 The *raw water services* are not suitable for use with life support equipment that is reliant on potable water or *drinking water* to operate.
- If someone residing at the premises depends on life support equipment which is reliant on potable water services (e.g., a dialysis machine) you will need to contact the ACT Health Department.

<i>Drinking water and sewerage services</i>	2.6	In the ACT <i>drinking water and sewerage services</i> are available to customers. If you are supplied with <i>drinking water</i> or <i>sewerage services</i> by us, it will be under a separate contract. This contract does not apply to the supply of <i>drinking water</i> or <i>sewerage services</i> .
<i>Obligations in relation to use of raw water</i>	2.7	<p>Where your equipment connects to our <i>raw water network</i>, you must:</p> <ul style="list-style-type: none"> (a) fit any outlets on your premises with a tap, which complies with relevant <i>Australian Standards</i>, specifically designed for the use of <i>raw water</i>; (b) ensure that any tap, free to atmosphere outlet and irrigation area has a warning sign, which complies with relevant <i>Australian Standards</i>, affixed nearby which clearly states that <i>raw water</i> is not of <i>drinking water</i> quality and is not suitable for consumption; and (c) not remove or tamper with any taps or signs that have been fitted or affixed to comply with paragraphs (a) and (b). <p><i>You</i> or any third party must not use <i>raw water</i> on <i>your</i> premises where <i>you</i> have not complied with the requirements of this clause 2.7.</p>
	2.8	Provided that the <i>raw water</i> meets the quality criteria specified in this contract, you are responsible for any use or disposal of any solids supplied with the <i>raw water</i> .
<i>Leasing your premises to others</i>	2.9	<p>If <i>you</i> lease or sublease <i>your</i> premises to another person, you must:</p> <ul style="list-style-type: none"> (a) inform the third party that the water <i>Icon Water</i> supplies to the premises is <i>raw water</i> and is not fit for human consumption; (b) ensure that the lease or sublease for the premises contains provisions obliging the third party to comply with the terms of this contract as if the third party was <i>you</i>; and (c) before or at the time of entering into the lease or sublease, provide a copy of this contract to the third party.

<i>Your equipment</i>	2.10	<p>Because <i>your equipment</i> is being used to convey <i>raw water</i>, <i>Australian Standards</i> may require <i>your equipment</i> to be of a particular quality or type.</p> <p>You are responsible for the operation and maintenance of <i>your equipment</i> and must ensure that <i>equipment</i> complies with our <i>Service and Installation Rules</i> and where required, any applicable Australian Standards.</p>
	2.11	<p>You must also ensure that any person performing work on <i>your equipment</i> is <i>accredited</i> for that type of work.</p>
	2.12	<p>You own the meter cover, pit, cabinet or other structure, and must maintain it in a manner that ensures protection of the meter, public safety and accessibility for meter reading.</p>
	2.13	<p>The boundary between <i>your equipment</i> and our <i>raw water network</i> is the designated <i>connection point</i> described in the Water and Sewerage Network Boundary Code as applied under the <i>Non-Drinking Water Code</i>, or as otherwise agreed with you in writing. You are responsible for <i>your equipment</i> on your side of the <i>connection point</i> and we are responsible for <i>equipment</i> on our side of the <i>connection point</i>.</p>
<i>Use of fire services</i>	2.14	<p>If you have a fire service on your premises reliant on <i>raw water</i> supplied under this contract, you must advise us in writing and must not use the fire service for any other purpose than fire fighting, or permit anyone else to do so.</p>
<i>Bypassing the meter</i>	2.15	<p>You must not remove, tamper with or bypass the water meter, or permit anyone else to do so.</p>

<i>Other obligations affecting the premises</i>	2.16	<p>Other obligations affecting your premises are set out in Schedule 1. These include:</p> <ul style="list-style-type: none"> (a) providing access to our infrastructure on your premises; (b) warning us of any hazards; (c) taking reasonable care of our infrastructure; (d) checking the location of our infrastructure and seeking our approval before planning building work; and (e) not building or altering land levels in a way that interferes with our <i>equipment</i> or the <i>raw water network</i>.
<i>Other customer obligations</i>	2.17	You must deal honestly with us.
	2.18	<p>You must comply with:</p> <ul style="list-style-type: none"> (a) applicable <i>law</i>; (b) any obligations in the codes published under the <i>Utilities Act 2000</i> or <i>Utilities (Technical Regulation) Act 2014</i> that are expressed to apply to customers; (c) our <i>Service and Installation Rules</i>; and (d) any reasonable directions we give you under the law, the codes or those rules.
<p>Your choice of provider for connection work</p> <p><i>Connection work</i></p>	3.1	<p>If you want to:</p> <ul style="list-style-type: none"> (a) vary the size or location of an existing connection service; or (b) remove a connection service, <p>you must contact <i>us</i> to discuss and organise the appropriate works. Only <i>Icon Water</i>, or an installer we have <i>accredited</i>, can connect premises to a <i>raw water network</i>.</p>
	3.2	<p>If you are a tenant or occupier, you must provide us with written authorisation from the owner before we may undertake connection work at the premises.</p>

What standard of service can you expect?

Continuous supply, quality and pressure not guaranteed

4.1

We are committed to minimising interruptions to your supply of *raw water services*.

4.2

However, our *raw water services* are subject to a variety of factors which include accidents, weather, the acts of third parties, the need to work on, re-configure and optimise the water distribution systems. Accordingly, we are unable to guarantee that there will be no:

- (a) variations in water quality, pressure or the rate of flow from time to time; or
- (b) interruptions to your *raw water services* , within the limits set by the codes.

Raw water quality

4.3

The *raw water* supplied under this agreement is not intended for human consumption and may not meet the requirements under the Drinking Water Code of Practice. Because of this, the *raw water* supplied under this agreement must not be consumed. The *raw water* supplied under this agreement is not of the same quality as other water normally supplied by *us* to other premises within the Australian Capital Territory.

The *raw water* supplied to you is not treated at *our* water treatment plants.

Correction of interruptions to your supply

4.4

If there is an interruption to your supply of *raw water services*, we will endeavour to correct it as soon as possible.

Planned interruptions

4.5

We may interrupt your *raw water services*:

- (a) in the circumstances permitted by the Non-Drinking Water Code; or
- (b) as permitted or required by applicable *law*.

4.6

We will give you at least 2 days' notice of a planned interruption, unless you give your consent or there is an emergency.

- 4.7 The *raw water services* to your premises are supplied from the Bendora Gravity Main, a bulk water supply main that provides water from Bendora Dam to an *Icon Water* water treatment plant. Continuous supply of *raw water* to your premises may be interrupted in order for *Icon Water* to undertake inspection of or maintenance to the water supply main to ensure continued supply to the water treatment plant.
- Unplanned interruptions* 4.8 In the case of an unplanned interruption to your *raw water services*, you may call our faults and emergencies line on (02) 6248 3111 (Option 1) for information on, among other things, the nature of the interruption and the estimated time of restoration of supply of your *raw water services*.
- Drought* 4.9 Water restrictions may be imposed by law. In the event of a conflict between this contract and such a law, the law will prevail over the contract.
- What other rights do you have?** 5.1 You are entitled to ask our employees, contractors or agents attending your premises for identification before they ask you questions or carry out work. They carry photographic *Icon Water* or *ActewAGL* identity cards.
- Ask for identification*
- If the employee, contractor or agent cannot, or does not, produce an identity card, they must leave the premises if requested to by the occupant.
- Are you having difficulties paying an account?* 5.2 If you are having difficulties paying your account, you may call us to discuss alternative payment arrangements, including for *residential premises*:
- (a) advance payment or instalment payment plan options;
 - (b) Territory Government assistance programs; and
 - (c) independent financial counselling services.
- You can also contact the *ACT Civil and Administrative Tribunal* on 6207 7740 to seek assistance.

Outstanding raw water charges

- 5.3 The owner of the premises is liable for any unpaid water charges of a previous owner, under the *Utilities Act 2000*. Accordingly, if you sell or transfer the premises, a special meter reading and a conveyancing certificate should be requested so that the water account can be appropriately apportioned.
- 5.4 A conveyancing certificate lists the current balance of the raw water and sewerage account. A special water meter reading certificate shows the consumption to date since the most recent meter reading.
- 5.5 When buying new premises, if you fail to request both a conveyancing certificate and a special water meter reading certificate, the water account cannot be correctly apportioned between you and the previous owner upon settlement of your new premises. In these circumstances, any outstanding supply and consumption charges of the previous owner will be transferred to your account and you will be required to pay these charges to us.
- 5.6 An upfront fee is payable for these certificates as shown in our *Schedule of Charges*.

You may request other information

- 5.7 You may request us to provide you with information regarding:
- (a) the *raw water services* we supply to your premises;
 - (b) meter readings for those services; or
 - (c) your account.
- We will provide this information to the extent it is reasonably available to us. If you request us to provide you with personal information we hold on you, we will handle your request in accordance with our privacy policy.
- 5.8 You must pay our reasonable costs of providing any information that you have asked for, unless that information relates to account or metering information for the 12 months prior to the date of your enquiry, which will be provided free of charge.

<i>Plumbing fault in our network</i>	5.9	If you investigate a plumbing problem on your premises and discover that the fault is in our network, we will pay any reasonable expenses you have incurred for work related to that investigation (other than loss of or damage to equipment such as an electric eel or CCTV camera). Claims for reimbursement must be accompanied by the invoice and investigation report of a licensed plumber.
<i>Undetected leak</i>	5.10	If you experience a significant increase in water consumption and a higher than normal water account, you may have an undetected leak on your premises. If the undetected leak is caused by damage to <i>your equipment</i> , you are responsible for paying the water charges incurred due to the undetected leak.
<i>Work done by us on your premises</i>	5.11	<p>If we do work on your premises or nature strip, we are required to take reasonable steps to reinstate the property to a similar condition, unless that would involve:</p> <ul style="list-style-type: none"> (a) an interference with a network facility; or (b) a contravention of ACT law.
<i>You may request disconnection</i>	5.12	You do not need to disconnect the premises if you are selling the property, as the water account will be apportioned as part of the conveyancing process.
	5.13	However, if for other reasons you wish to disconnect the raw water supply permanently, you may apply to us in writing or in person and the procedures in the <i>Service and Installation Rules</i> will then apply.

Charges*Schedule of Charges*

- 6.1 Our charge for *raw water* is calculated based on the current charge for *drinking water* as shown in our *Schedule of Charges*. A copy of our *Schedule of Charges* is available from us, free of charge, on request or from the *Icon Water* website at www.iconwater.com.au.

The applicable charge for *raw water* is:

- (a) the water supply charge indicated in the *Schedule of Charges* as the Standard Water Supply Charge for *drinking water*; plus
 - (b) 75% of the amount indicated in the *Schedule of Charges* as the Standard Water Consumption Charge for *drinking water*,
- or such other amount agreed between us and you.

- Commencement of charges* 6.2 You must pay us for the supply and consumption of *raw water services* to your premises from the date of transfer of ownership of your premises to you. You will also be liable for any unpaid charges of a previous owner under the *Utilities Act 2000*. Refer to clause 5.3 for details.

- Extension and equipment costs* 6.4 We may charge you for the costs of any work undertaken to:
- (a) in the case of new connections - extend the *raw water network*, or increase the capacity of the network, to connect your premises; or
 - (b) in the case of existing connections - vary the capacity of the *raw water network*, or the connection to your premises, due to a change in your demand for water supply, or a request by you; or
 - (c) remove infrastructure at your request.

- 6.5 The amount of the payment will be determined by us, subject to any limits imposed by applicable *law*.

- Other charges* 6.6 You must pay us any other amounts we are permitted to charge by *law*.

- Rebates and concessions* 6.7 You may be eligible for a rebate or concession on our standard charges for *residential premises*, for example if you have a pensioner concession card, or a veteran's affairs gold card. Call our accounts line on 6248 3111 (Option 2) for details.

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|----------------------------|------|--|
| <i>Payment of accounts</i> | 6.8 | We will issue accounts to you for any amount payable under this contract at least every 120 days, unless you agree otherwise. |
| | 6.9 | You must pay an account by the due date shown on the account. The due date will be at least 21 days after the date on which you receive the account unless you agree to a shorter period. |
| | 6.10 | <p>Payment may be made:</p> <ul style="list-style-type: none"> (a) by mail; (b) in person at any of our designated offices or agencies; (c) by cash or cheque, direct debit or any other method provided by us. |
| | 6.11 | Any amount which remains unpaid after 14 days from the due date (or is paid by a method which is later dishonoured or rejected), is a debt to us and we may charge you <i>interest</i> from the original due date. |
| <i>Errors in accounts</i> | 6.12 | If we discover we have overcharged you, we will promptly credit the overpayment to your account. |
| | 6.13 | If we find we have undercharged you, we may adjust your account to collect the amount you were undercharged. |
| <i>Disputed accounts</i> | 6.14 | <p>If you believe you have been overcharged, you can:</p> <ul style="list-style-type: none"> (a) pay the account in full and raise the matter with us. If we find that you have been overcharged, we will pay you <i>interest</i> on the overpayment from the date the account was paid; or (b) withhold the disputed amount and pay the rest of the account. If we find that part or all of the disputed amount was correctly charged, we will charge you <i>interest</i> from 14 days after the original due date. |
| <i>GST</i> | 6.15 | Supplies of <i>raw water services</i> are not subject to GST, but some other services which may be provided to you by us will attract GST. The <i>Schedule of Charges</i> indicates which services attract GST and which do not. |

Can you be required to provide a security deposit?

7.1 You must provide us with a security deposit, if required by us.

7.2 We may draw on a security deposit provided by you if you fail to pay an amount due under this contract.

Measuring your raw water consumption

Meter reading and inspections

8.1 We will arrange for our water meters on your premises to be read each account period, unless we estimate your consumption for a period as permitted by 8.8 to 8.10.

Check readings

8.2 In addition, we will check the accuracy of a recent meter reading, on request. You are entitled to one free check reading for each account period. The fee for additional check readings will be included in your account, as shown in the *Schedule of Charges*.

8.3 We will provide up-to-date information on request to allow you to carry out basic meter readings yourself instead of requesting further check readings or meter testing.

Installation of meters

8.4 We will provide a meter suitable for *raw water* use for your premises if at any stage they are not metered.

8.5 You must arrange for the meter to be installed by a person who is *accredited* for that type of work.

8.6 One meter suitable for *raw water* use and, for *residential premises*, an initial meter protection cover or structure, will be provided free of charge.

Ownership of meters

8.7 The primary water meter on your premises remains our property. Secondary or “deduct” meters are your property unless we agree otherwise in writing.

Estimating your water consumption

8.8 We may estimate the quantity of water supplied to your premises in the circumstances described in the Water Metering Code.

8.9 Where possible, estimates will be calculated with reference to an adjacent account period or periods.

	8.10	If you are invoiced on the basis of an estimate, we may adjust a later invoice to reflect the actual consumption, once known or more accurately estimated.
<i>Testing of meters at your request</i>	8.11	You may request us (or an <i>accredited</i> service provider) to test the primary water meter on the premises. The procedure in the Water Metering Code will then apply.
	8.12	We will refund the cost of the test if it shows the meter is defective as defined in the Water Metering Code and has been over-recording your water consumption.
<i>We may initiate test</i>	8.13	We may test any of the meters on your premises at our cost.
<i>Faulty meters or incorrect readings</i>	8.14	We will adjust your account as necessary if: <ul style="list-style-type: none"> (a) the metering <i>equipment</i> installed on your premises is defective; or (b) a check reading shows a reading to be incorrect.
<i>Maintenance of meters</i>	8.15	We will use reasonable endeavours to have the primary meter at your premises maintained in working order.
<i>Protecting your metering information</i>	8.16	We will use reasonable endeavours to prevent unauthorised access to metering information obtained from your premises.
Use of your personal information <i>Your right to privacy</i>	9.1	<p>We respect your privacy and are committed to complying with all relevant privacy legislation in relation to your personal information. .</p> <p>For any enquiries concerning privacy or the personal information we hold about you, please refer to our Privacy Policy located at www.iconwater.com.au/privacy.</p>
<i>Obtaining information from credit agencies</i>	9.2	We may obtain information related to your creditworthiness (including a consumer credit report) from a credit reporting body, or from any business that reports on creditworthiness or any credit provider.

<i>Use of contact details</i>	9.3	<p>We may use your contact details:</p> <ul style="list-style-type: none"> (a) to contact or correspond with you for the purposes of this contract (for example, to inform you of service disruptions or to send you accounts); or (b) to send you our newsletter and promotional offers from us or a third party; or (c) for other public interest purposes, such as safety, fundraising by charities and informational programs, <p>but we will not disclose your details to any third party in so doing, except where permitted and otherwise in accordance with our privacy policy.</p>
	9.4	<p>If you do not wish your details to be used for direct marketing purposes, please contact our customer service team on 6248 3111 (Option 3).</p>
	9.5	<p><i>ActewAGL Retail</i> may cross reference your personal information across any electricity, natural gas, and <i>water services</i> and <i>sewerage services</i> that are provided to you by <i>Icon Water</i> or <i>ActewAGL Retail</i> to check the accuracy of your contact details.</p>
<i>Use of other personal information</i>	9.6	<p>We may use any personal information we hold about you, including your contact details, to:</p> <ul style="list-style-type: none"> (a) assess your ongoing creditworthiness or the status of any account you have with us; or (b) determine the level of security required under this contract; or (c) collect overdue payments, <p>and otherwise in accordance with our privacy policy.</p>
<i>Disclosure of information</i>	9.7	<p>We may disclose information about you in accordance with our privacy policy (where applicable) or as otherwise permitted or required by <i>law</i>.</p>

Our access to your premises

- 10.1 You must allow our employees, contractors and agents to enter your premises:
- (a) to carry out connection work; or
 - (b) to read or test meters; or
 - (c) to inspect, maintain, repair or replace our property; or
 - (d) where otherwise permitted by *law*.
- 10.2 While our personnel are on your premises, we will ensure that they:
- (a) observe all applicable safety conditions required by *law*; and
 - (b) for industrial premises, where you have given us reasonable prior notice:
 - (i) comply with any reasonable work safety rules in force at your premises; and
 - (ii) if necessary, work in protective equipment and clothing supplied by you in general use at your premises.

Disconnection by us

- 11.1 We must disconnect your premises from the *raw water network*:
- (a) at your request; or
 - (b) if required by applicable *law*; or
 - (c) in the event of an emergency.
- We may restrict the supply of *raw water* to your premises:
- (a) if you do not have a legal right of occupancy of the premises; or
 - (b) if you fail to pay an account by the due date; or
 - (c) if you fail to provide access to the premises on 2 consecutive occasions when we have made an appointment with you under clause 1.1 of Schedule 1; or
 - (d) if you fail to comply with any of your other obligations under this contract; or
 - (e) as permitted or required by applicable *law*.

- 11.4 If we disconnect or restrict your supply under this clause, you must pay any applicable fee shown in the *Schedule of Charges*.
- 11.5 If the matter giving rise to the disconnection or restriction is remedied or otherwise ceases to apply, we will arrange reconnection and will recommence unrestricted supply as soon as reasonably possible.
- 11.6 A fee applies for reconnection or restoration of full supply, as shown in our *Schedule of Charges*.

Our liability

Australian Consumer Law Guarantees

- 12.1 The *Australian Consumer Law* requires us 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 contract are supplied to you as a 'consumer' within the meaning of that term in the *Australian Consumer Law* or relevant jurisdictional legislation, you 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.
- (a) Nothing in this contract 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 clause to be void.
 - (b) However, if the goods and/or services are goods or services not ordinarily acquired for personal, domestic or household use or consumption, and the price of the goods or services is \$AUD40,000 or less, *Icon Water* limits its liability for breach of any *Consumer Guarantee* to (at *Icon Water'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.
 - (c) Except for the *Consumer Guarantees* and any requirements under the *Utilities Act* and the *Utilities (Technical Regulation) Act* the warranties and conditions set out in this contract, *Icon Water* excludes all

warranties, terms and conditions implied by statute, at *law*, in fact or otherwise.

- (d) However where a failure to comply with a *Consumer Guarantee* can be remedied, and is not a *major failure*, we may comply with a requirement to remedy that failure as set out in paragraph (b).

Our liability

12.2

Subject to the limitations described in this clause, we are liable for any loss, liability or expense which you may suffer or incur as a direct result of any negligence or breach of contract by us. For example, if your carpets are flooded and we are at fault, we will pay for the cost of cleaning or replacement, as necessary.

Limitations on our liability

Faults in your equipment:

12.3

We are not liable to the extent *your equipment* caused or contributed to the problem.

Interruption to services:

12.4

We are not liable for an interruption to your *raw water services* if the interruption:

- (a) was caused by events or circumstances beyond our control; or
- (b) arose despite us having complied with all relevant performance standards under this contract.

Other limitations:

12.5

We are not liable for any loss, liability or expense which you may suffer or incur other than as provided in 12.2.

12.6

Without limiting 12.5, we are not liable for any loss of profits, business, or anticipated savings, or for any indirect or consequential loss arising out of or in connection with this contract, whether in contract, tort (including negligence) or otherwise, other than as provided in 12.2.

12.7

Other limitations on our liability may apply under applicable *law*.

General

12.8

The limitations in 12.5 and 12.6 are subject to the earlier provisions of this clause regarding Implied Terms.

	12.9	Any liability a party has to the other for breach of this contract is reduced to the extent the other party caused or contributed to the breach.
Dispute resolution	13.1	The parties will seek to settle any dispute arising under this contract or, if applicable, you may refer the matter to the <i>ACAT</i> .
	13.2	This does not prevent a party exercising its rights under this contract or applying to a court for urgent relief.
Miscellaneous	14.1	We may make changes to this contract from time to time as permitted by the <i>Utilities Act 2000</i> . Notice of the changes will be published in “The Canberra Times” and a free copy of the changes will be available on request or from the <i>Icon Water</i> website at www.iconwater.com.au .
<i>Changes to this contract</i>		
<i>Inconsistency</i>	14.2	The parties must comply with the obligations imposed on them by <i>law</i> , except where those obligations are inconsistent with this contract. In that case this contract will prevail to the extent permitted by <i>law</i> .
<i>No representations or warranties</i>	14.3	You acknowledge that in entering into this contract you have not relied on any separate promises from us that have not been included in this contract.
<i>Entire agreement</i>	14.4	This contract constitutes the entire agreement between us about its subject matter.
<i>Assignment</i>	14.5	You may not assign your rights or obligations under this contract without our consent.
<i>Notices</i>	14.6	Notices sent to you from us will be considered to be received on the second <i>business day</i> after posting.
<i>Joint customers</i>	14.6	If you own or lease the premises together with another person or persons, this contract binds and is for the benefit of you all jointly and severally.
<i>Termination</i>	14.7	This contract will terminate if our <i>supplier’s licence</i> is suspended, or ceases to apply, and we are not otherwise authorised to provide <i>raw water services</i> under applicable <i>law</i> .

<i>Governing law</i>	14.8	This contract is governed by the <i>laws</i> of the Australian Capital Territory.
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Schedule 1

Obligations affecting your premises

Our access to your premises

- Access to our equipment* 1.1 You must ensure our employees, contractors and agents have unhindered access to the water meter to read, test, replace or repair the meter, as well as unhindered access to any other of our infrastructure on your land. Except in an emergency, we must give you at least 7 days written notice of access to your land to repair or replace our *equipment*. Notice is not required in an emergency or for entry to land to read meters.
- 1.2 If you do not provide this access, you may be required to pay the reasonable costs of any further attendances required at your premises as a result.
- 1.3 If you wish to lock off access to the meter or our other *equipment* on your land, contact our enquiries line on 6248 3111 (Option 3) for details of our requirements.

Our staff on your premises

- 1.4 You must notify us of:
- (a) the existence of any hazard located at your premises (such as a large dog or dangerous machinery); and
 - (b) the precautions which should be taken to avoid that hazard.

Our infrastructure

- Our equipment on your premises* 1.5 You must:
- (a) use reasonable endeavours to protect our *equipment* installed on your premises from unauthorised interference; and
 - (b) notify us of any interference, defect or damage within 5 *business days* of becoming aware of it.
- 1.6 You must pay the reasonable costs of repair or replacement of our *equipment* installed on your premises, on request, if the defect or damage was:
- (a) caused by you; or
 - (b) caused by another person in circumstances where you failed to take reasonable care to prevent that damage.
- Protection of our network* 1.7 You must not, without reasonable excuse, place or keep above or adjacent to an underground part of the *raw water network*, any corrosive, abrasive, heavy or harmful material or

substance that is likely to damage the *raw water networks* or endanger its safe or efficient operation.

- 1.8 You must not damage the *raw water networks* by excavating or conducting other work on the network, or enter a network facility without reasonable excuse.

Blockages

- 1.9 You are responsible for paying the cost of repairing damage to the *raw water network* caused by blockages in *your equipment* or at the *connection point*.

Building work you carry out

Building work

- 1.10 Before carrying out or authorising any building work on your premises, you should:
- (a) establish whether there is any of our *equipment* on (or near) your premises and ensure your design and planned structure does not interfere with that *equipment* or our access to it;
 - (b) call “dial before you dig” on 1100 for a diagram of our *equipment* on or near your premises (if any);
 - (c) confirm the precise location of that *equipment* and get advice via (02) 6248 3111 (Option 3) if in doubt as to how to proceed; and
 - (d) consult with us if there is a disparity between network diagrams and what you find on (or near) your land.
- 1.11 These checks are recommended because our records are indicative only and do not show dimensions. You should also note that pipes do not necessarily run in straight lines between surface features.

Easements

- 1.12 You must not build over our infrastructure, or over any *easements*, or permit anyone else to do so, without our prior written consent. Nor must you block our access to our infrastructure. There are also limits under our *Service and Installation Rules* as to how close you can build to our infrastructure or *easements* on or near your premises.
- 1.13 You can obtain details of *easements* on your premises by requesting a title search and copy of the deposited plan from the Registrar-General’s Office or other relevant ACT government agency. Some infrastructure is not located in *easements* but it is nevertheless protected under section 31 of the *Utilities (Technical Regulation) Act 2014*. You can request further information regarding the location of

equipment on your premises by contacting us on (02) 6248 3111 (Option 3).

Schedule 2 Raw water customers

The owners of:

- Block 178 Paddys River District
- Block 201 Paddys River District
- Block 323 Paddys River District
- Block 418 Stromlo District
- Blocks 464 and 465 Stromlo District
- Block 491 Stromlo District

Schedule 3 Words and phrases used in this contract

TERM	MEANING
<i>ACAT</i>	means the ACT Civil and Administrative Tribunal which is a consumer protection and advisory body for ACT utility services, or any successor to it.
<i>accredited</i>	accredited by <i>Icon Water</i> or another accrediting agency under the Contestable Work Accreditation Code, or licensed under the <i>Construction Occupations (Licensing) Act 2004</i> .
<i>ActewAGL Retail</i>	ActewAGL Retail ABN 46 221 314 841 a partnership of AGL ACT Retail Investments Pty Ltd ABN 53 093 631 586 and Icon Retail Investments Limited ABN 23 074 371 207.
<i>Australian Consumer Law</i>	means the Australian Consumer Law in Schedule 2 to the <i>Competition and Consumer Act 2010</i>
<i>Australian Standards</i>	means a standard published and prepared by Standards Australia or a body accredited by its Standards Accreditation Board.
<i>business day</i>	a day, other than a Saturday, Sunday or an ACT public holiday.
<i>connection point</i>	the boundary between the <i>raw water network</i> and <i>your equipment</i> , as defined in the Water & Sewerage Network Boundary Code, or as otherwise agreed with you in writing.
<i>Consumer Guarantee</i>	<i>has the meaning given to that term in clause 12.1.</i>
<i>drinking water</i>	has the same meaning as in the <i>Non-Drinking Water Code</i> .
<i>Drinking Water Code of Practice</i>	means the Public Health (Drinking Water) Code of Practice 2007 as made under the <i>Public Health Act 1997 (ACT)</i> .
<i>easement</i>	means anything registered on the title to your premises as an easement for water , or shown as such on the deposited plan; including ‘service reservations’ and ‘easements in gross’, that may (but not always) indicate the existence of our <i>equipment</i> .
<i>equipment</i>	includes water pipes and other water infrastructure and equipment.
<i>government or authority</i>	the Commonwealth of Australia, any Australian State or Territory or any local government, and any minister, department, statutory authority, corporation or agency (including <i>ICRC</i>) having jurisdiction and authority over a party.
<i>Icon Water (we, us, our)</i>	Icon Water Limited ABN 86 069 381 960.

<i>ICRC</i>	the Independent Competition and Regulatory Commission, which is the ACT regulator for competition and pricing.
<i>interest</i>	for a period means the amount calculated in accordance with the Supreme Court interest rate(s) for post-judgment interest applying for that period, as set from time to time by the <i>Court Procedure Rules 2006</i> .
<i>law</i>	the <i>Utilities Act 2000</i> , any applicable market, industry or technical code, our <i>Service and Installation Rules</i> , our <i>supplier's licence</i> and any other statute, regulation, ordinance, code or other law, whether territory, state or federal, including any lawfully binding determination, decree, edict, declaration, ruling, order or other similar pronouncement validly made by any <i>government or authority</i> .
<i>Non-Drinking Water Code</i>	the Non-Drinking Water Supply Code 2014 as made under the <i>Utilities (Technical Regulation) Act 2014</i> .
<i>our</i>	<i>Icon Water</i>
<i>raw water</i>	untreated water held in a catchment area, dam or pipes which is not fit for human consumption, and which <i>we</i> provide to <i>you</i> under this contract. In this contract, <i>raw water</i> is also classified as “non-drinking water” for the purposes of and as defined in the <i>Non-Drinking Water Code</i> .
<i>raw water network</i>	the <i>water network</i> through which Icon delivers <i>raw water</i> under this contract.
<i>raw water services</i>	means the <i>water services</i> provided under this contract.
<i>residential premises</i>	has the meaning given in the Consumer Protection Code.
<i>Schedule of Charges</i>	the schedule of fees and charges for the <i>water services</i> , published by us and in force from time to time.
<i>Service and Installation Rules</i>	the rules published by us from time to time for water service and installation.
<i>sewerage services</i>	means the utility services listed in section 13 of the <i>Utilities Act 2000</i> , other than services for discharge of trade waste (ie anything other than ordinary domestic waste in ordinary domestic volumes).
<i>supplier's licence</i>	our licence or licences to provide <i>raw water services</i> , through the <i>raw water network</i> , issued under the <i>Utilities Act 2000</i> .
<i>us</i>	<i>Icon Water</i>
<i>water network</i>	a <i>water network</i> as defined in section 12 of the <i>Utilities Act 2000</i> .

<i>water services</i>	means the utility services listed in section 11 of the <i>Utilities Act 2000</i> .
<i>we</i>	<i>Icon Water</i>
<i>your equipment</i>	the water pipes and associated <i>equipment</i> at the premises on your side of the <i>connection point</i>

In this contract:

the singular includes the plural and vice versa;

a reference to an agreement, code or another instrument includes any consolidation, amendment, variation or replacement of them;

a reference to a statute, ordinance, code or other law, including anything which comprises the law, includes regulations and other instruments under it and includes all consolidations, amendments, re-enactments or replacements;

a reference to a code named in this contract is a reference to the code of that name, as amended from time to time, made under the *Utilities Act 2000* or the *Utilities (Technical Regulation) Act 2014*, as the context requires;

the word **person** includes a firm, body corporate, body politic, unincorporated association or an authority;

a reference to a person includes the person's permitted successors, substitutes (including, without limitation, persons taking by novation) and assigns;

if an event must occur on a stipulated day which is not a *business day*, then the stipulated day will be taken to be the next *business day*;

if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;

a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

including, includes, such as and **in particular** do not limit the generality of the words which precede them or to which they refer; and

headings and footnotes are included for convenience and do not affect the interpretation of this contract.

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