



metrowater
water for life

Working with you

www.metrowater.co.nz



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About this document

This booklet provides everything you need to know about working with Metrowater, and includes the following information:

- Metrowater’s Service Standards – our commitment to working with you
- Putting Things Right - our customer complaint process
- Metrowater’s Customer Terms – the terms under which we provide our services

This booklet, together with our Price Schedule, forms the foundation of the relationship with our customers.

Our service standards

Our service standards share with you our commitment to working with our customers so that you know what levels of service to expect.

Metrowater commits to:

- Supplying you with safe, reliable and good quality water and to remove wastewater
- Being responsive when you contact us so that your queries can be resolved promptly
- Being pro-active in providing information about changes to the services we provide.

Responding to your queries

- You can expect professional and courteous behaviour from all Metrowater staff and from contractors working on our behalf. We commit to:
 - Being friendly and respectful
 - Responding quickly and efficiently
 - Providing factual and accurate information
 - Providing easy to understand information
- We recognise that your time is precious and so commit to ensuring you only have to make one call to have your query resolved. Although this may mean you are asked to call us back with additional information our aim is that you do not have to chase us up.
- We will respond to all written correspondence (mail, fax and email) within five working days of receipt and will ensure we provide a meaningful response within ten working days.

Service disruptions

- We aim to provide you with an uninterrupted water and wastewater service. However, we are unable to guarantee this as there are occasions when your service may be interrupted or restricted due to reasons beyond our control. Damage to our network can occur due to ground movement, weather events, construction works or pipe condition. When this happens and results in a burst watermain or wastewater blockage we commit to responding within one hour fifteen minutes and restoring service within five hours.

- For planned disruptions we will provide three working days written notice to the property owner/s affected. If a planned service interruption is expected to affect a large part of the network we will also publish a public notice in local community papers and on the Metrowater website.
- Should a disruption, planned or unplanned, exceed five hours, we will ensure that you have access to clean water. This may be via water bottles that we will supply to your property, or by a water tanker or hydrant set up close to your property which we will advise you about.

Water quality

- Under normal circumstances we will provide your property with water that is of a pressure of at least 200kPa, and will provide a flow rate of at least 25 litres per minute.
- We will monitor the water quality reticulated in our network and ensure we meet the Ministry of Health drinking standards.
- In the highly unlikely event that your water quality deteriorates and becomes unsafe to drink, we will advise you to boil the tap water prior to drinking it or using it for food preparation. Should this occur, an authorised public announcement will be made by the Medical Officer of Health or by Metrowater.
- If you have any concerns about the quality of water supplied, such as a change in clarity, taste or smell, please contact us. We will investigate and if necessary undertake reasonable laboratory testing to determine the cause.

Wastewater service

- If there is a wastewater spill on your property due to a failure in our system, we will minimise the damage and inconvenience to you by containing the spill and cleaning the affected areas as quickly as possible.
- If there is a wastewater spill on your property caused by a problem beyond Metrowater's network i.e. a blockage within a private drain, we advise you to contact a local plumber or drain layer to repair the problem. If you are unsure whether the problem is in a private or public drain, then please call us and we will help you determine this.

Visiting your property

Although we have the right to enter your property without consent to read the meter or to 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 the visitors are Metrowater representatives we encourage you to contact us or the police directly
- We will enter your property between the hours 7:30am and 6:00pm unless there is an emergency that can not wait
- We will reinstate any damage as close as possible to the original condition

Keeping you updated

- From time to time we make service improvements and introduce new services. Such changes will be advised through watermatters, our customer newsletter.
- Changes to our water and wastewater tariffs will be advised through public notice in the New Zealand Herald and the Auckland City community papers at least one month before they take effect.

Special needs

If you have any health needs that require a level of service beyond these standards please let us know so that we may work with you to accommodate your needs.

Performance indicators for our service commitments

Water supply pressure	At least 200 kPa
Water supply flow rate	At least 25 litres per minute*
Water quality – maintain Ministry of Health Drinking water standard	Aa grade
Notification of planned disruption to service	At least 3 working days
Restoration of water shutdowns	96% restored within five hours
Written enquiries and complaints responded to in a meaningful way	100% responded to within ten working days
Average duration of an unplanned water supply interruption	2 ½ hours

* Based on 15mm residential water meter.

Putting things right

Our customer complaint process

Resolving complaints

Metrowater is committed to providing you with high quality water and wastewater services. If you have any problems with our services, please contact us so that we can deal with your enquiry or complaint. We will investigate the matter and respond to your concern promptly, courteously and efficiently.

Three steps to resolving your complaint

Step 1: Call us

If you are unhappy or concerned about any aspect of our service, please phone our Customer Services Team on 09 624 4800, and our trained staff will do their best to resolve your issue there and then.

If the matter cannot be resolved immediately by our Customer Services Team, we will investigate the situation further to determine what occurred and 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 ten working days.

If for any reason you are still unhappy with the resolution, or you believe Metrowater 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 can not 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, for matters over \$7,500, to the Court.

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 Metrowater will not initiate any further collection actions or charge any interest on the disputed amount while we investigate the matter.

Customer Terms

For residential and non-residential customers

1. About these Customer Terms

These Terms, together with our current Price Schedule, set out the terms under which we provide you with water and wastewater services. They cover the services we provide, our obligations to you as a service provider, and your obligations to us as a customer.

These Terms are effective 1 July 2008 and replace any previous arrangements or statements provided to you in respect of our supply of water and wastewater services. You do not have to sign or return the Terms; your acceptance of our Terms occurs when our services are used at the property you own or (for non-residential customers) occupy.

These Terms are binding upon Metrowater and you, and there may be legal consequences for not complying with them. Metrowater may, however, make changes to these Terms at any time. Should we do this, we will notify you by public notice or letter.

The terminology used in these Terms is defined in Section 13 and may be useful to refer to when reading this document. If you have questions about these Terms or any other aspect of the relationship between Metrowater and our customers, please call Customer Services on 09 624 4800.

2. Our customers

Many people use Metrowater's services and these people are referred to as customers. For the purposes of these Terms, Metrowater's customers are defined as follows:

2.1 Residential customers

You are a residential customer of Metrowater if you own a property that is rated as residential. You do not have to live in the property to be a customer. As a property owner, you remain liable for the total Metrowater charges in respect of that property regardless of whether you pass all or any costs onto a third party e.g. a tenant.

2.2 Non-residential customers

You are a non-residential customer of Metrowater if:

- You own a property that is rated as non-residential (unless we have agreed that a tenant of that property is our customer). In that case, you remain liable for the total Metrowater charges in respect of that property regardless of whether you pass all or any costs onto a third party, e.g. a tenant.

or

- You occupy a non-residential property and we have agreed that you are our customer for that property. In that case, you (and not the owner) remain liable for the total Metrowater charges in respect of that property regardless of whether you pass all or any costs onto a third party e.g. a sub-tenant.

You become a customer of Metrowater when our services are used at the property. You remain our customer until you no longer require our services and we end the relationship as set out in Section 9 (Ending our obligations).

2.3 As a Metrowater customer you agree to certain conditions

In addition to the other obligations in these Terms, you agree to:

- Pay our charges in full.
- Provide accurate and updated information when requested.

- Operate your property in accordance with all legislative and regulatory requirements, including and ensuring all appropriate devices (such as private drainage features and gully traps) are installed and properly operated and maintained.
- Not tamper with, or interfere with, any part of the water and wastewater networks, or any associated connections, pipes, meters, valves or hydrants, and you will not wilfully permit anyone else to do so.
- Ensure your connection to your meter is correctly configured.
- Ensure that you provide to Metrowater all the information that we require to properly administer your account.

3. Supply of services

3.1 Metrowater's obligations to you are to:

- Supply your property with potable (drinking) water through our water supply network.
- Dispose of all wastewater discharged from your premises into our wastewater network.
- Transport any trade waste that you may produce (and discharge into our wastewater network) to the Watercare network.
- Supply your property with reticulated non-potable water where available.
- Repair any faults that we are responsible for.
- Comply with all relevant legal requirements.

This commitment is effective 24 hours a day, 7 days a week, apart from when one of the exceptions mentioned in these Terms applies (e.g. 3.2, 3.3, and 7.1).

3.2 Interruption to supply

The supply of water and wastewater services to your property may be interrupted for as long as is necessary to:

- Allow us 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 the networks or any other property.

The supply of water and wastewater services to your property may also be interrupted for any other reason beyond our control.

To minimise the effect on the occupier, Metrowater will:

- Give, where possible, reasonable notice of any planned interruption, in writing or verbally, or by advertising in local media.
- Try to ensure that any interruption causes as little interference at the property as is reasonably possible.
- Restore services in a timely manner.

3.3 Restriction of supply

The supply of water services to your property may be restricted by us for any of the following breaches of your obligations as a Metrowater customer:

- Non-payment for water and/or wastewater services supplied to your property – except where Metrowater considers, at its sole discretion, that you have raised a genuine dispute about a particular invoice.
- If you have made a payment arrangement with us and the conditions of the payment arrangement are not being met.
- Failing to provide us with any security for payment that we have required from you.
- Intentional tampering or damage to our meters or the networks (where we have reason to believe that you were responsible for, or had knowledge of, that tampering or damage).
- If we are denied access to your property, or if for more than three months we have been prevented from reading our meter.
- Allowing illegal trade waste or contaminants to enter the water or wastewater network.
- If you have failed to correctly establish an account with us.

You agree that any such breach will be a failure/refusal to do something you have agreed to do in respect of the water supply to your property, and will therefore be a breach of section 193(c) of the Local Government Act 2002, with the effect that we may restrict the supply of water services to your property.

In each case, you will be liable to pay us a reconnection fee in order to have full water services restored to your property.

4. Water meters

4.1 Charging for water, wastewater and trade waste

Metrowater charges you for water, wastewater disposal services and trade waste transportation services based on the reading from the water meter for your property.

4.2 Ownership of the meter

Metrowater owns the meter. You are, however, required to pay the installation cost.

4.3 Unmetered connection

It is Metrowater's standard requirement that all connections have a meter. On occasion, Metrowater may permit a connection without a meter. In such circumstances, Metrowater will charge customers an unmetered charge as set out in our Price Schedule.

4.4 Customers with separate water supply

Customers who receive water exclusively from a separate supply (such as a water tank) shall be required to have a meter installed on the outlet of the supply, for the purpose of calculating wastewater volume charges for that property.

4.5 Access to your meter

The meter on the property that you own or occupy must be readily accessible and be able to be read by Metrowater or its representatives. If Metrowater cannot safely gain access to read the meter on your property, we will send you an estimated account for that billing period and notify you that we were unable to read the meter. You will then be required to make suitable arrangements for access to the meter. If you fail to comply with our notice, we may carry out any work required to make the meter accessible and charge you for that work.

4.6 Liability for meter repair or replacement

If our meter needs to be repaired or replaced, we will arrange and pay for this to be done. However, if the meter is wilfully or negligently damaged by you, or by someone living at or visiting your property, we may:

- Invoice you for the cost of repairs and/or replacement.
- Restrict your supply of water.
- Recover from you all actual and reasonable associated investigation, reinstatement and legal costs.

4.7 Reading your meter

Metrowater will, as a matter of course, read your meter as part of its standard meter reading schedules. We may also on occasion carry out additional meter readings to verify consumption and/or optimise meter reading schedules.

4.8 Obtaining a special reading

On occasion you may require an additional meter reading outside Metrowater's normal meter reading cycle (e.g. if you as a landlord are changing tenants and you wish to know the reading when one tenancy ends and another begins). In such cases you can contact Metrowater and request a special reading. Metrowater will need to receive the request two working days before the date on which the reading is required and there will be a charge to cover the costs of conducting the reading. Metrowater staff will be able to advise the charges at the time of the request.

5. Charges and payments

5.1 How you are charged

Our charges are made up of three components:

- A fixed service charge.
- Water charges, calculated on the volume of water that we supply to your property, as measured by our meter or estimated by us (as appropriate).
- Wastewater and tradewaste charges, calculated on the volume of water supplied to your property, as measured by our meter (for more details, see the Price Schedule).

5.2 Estimated charges

In the event that our equipment fails, or if we find evidence of tampering that affects the reading of our meter, we will estimate the consumption based on your normal daily consumption.

5.3 Price Schedule

Prices for the services we provide to you are as set out in our current Price Schedule, which forms part of these Terms. From time to time, we may make changes to the Price Schedule.

5.4 Invoicing

We will send you invoices regularly for the amount that you owe for water and/or wastewater services supplied to your property and any other charges.

For outstanding payments Metrowater may:

- Charge you interest and a late payment administration fee (at the rates in the Price Schedule).
- Restrict the supply of water services to your property. We will not do this unless we have first attempted to contact you to ensure you understand the possible consequences of your late payment.
- Charge you for any actual and reasonable collection, dishonoured payment and legal fees incurred by us in relation to charges that are due or overdue for payment by you.

5.5 Security for payment

We may require you to provide a deposit, bond, guarantee, letter of credit or some other form of security for the payment of your water and wastewater charges if you:

- Are not an existing customer of Metrowater.
- Are not the owner of your property.
- Do not have a satisfactory credit history with us.
- Have breached these Terms to any significant extent, and have not remedied that breach.

6. Responsibilities and access

6.1 Metrowater's assets

Metrowater owns the public water and wastewater networks, and all meters, regardless of where they are situated.

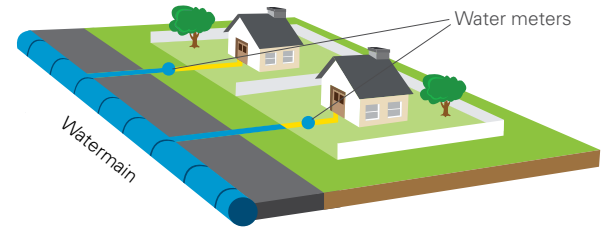
6.2 Responsibility for the water supply network

If our meter is located outside your property boundary, your responsibility starts at the meter. This means that you are responsible for the water pipes and any water leaks from the meter to your property and inside your property.

If our meter is located inside your property boundary (or if you do not have a meter), your responsibility starts at your property boundary. This means that you are responsible for the water pipes and any water leaks within your property boundary.

Whether our meter is located outside or inside your property boundary, we are responsible for the meter itself and you are responsible for the connection(s) between your water pipes and the meter.

Water network



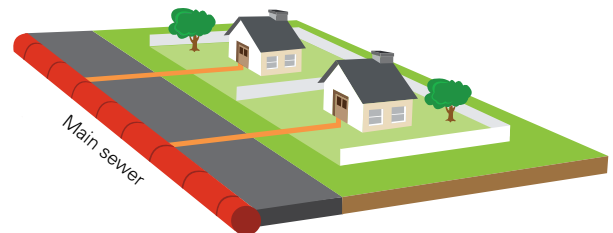
Key

- Metrowater's responsibility
- Property boundary
- Customer's responsibility (your water pipes)

6.3 Responsibility for the wastewater network

You are responsible for the wastewater pipes, and any leaks or blockages, inside your property, and outside your property, up to and including the connection with the main sewer, no matter where it lies.

Wastewater network



Key

- Metrowater's responsibility
- Property boundary
- Customer's responsibility (your wastewater pipes)

6.4 Access to your property

You are required to allow our representatives (including identified employees, subcontractors and agents) safe access onto your property to:

- Read and inspect our meters.
- Maintain, install, replace, or remove any part of the water or wastewater networks.
- Deal with an emergency.
- Allow us to clean up any sewage contamination outside any building on your property, if we are responsible for it.

Safe access includes making sure that dogs and other animals are restrained.

7. Tampering or interfering with Metrowater networks

7.1 Consequences of interference with networks

If we find evidence of tampering that affects the reading of our meter, or if we find evidence of any wilful or negligent damage to any part of the water supply network or wastewater network, we may:

- Invoice you for the cost of repairs and/or replacement.
- Restrict your supply of water.
- Recover from you all actual and reasonable associated investigation, reinstatement and legal costs.

7.2 Consequences of interference with hydrants and other firefighting connections

Hydrants and other firefighting connections may only be used in the following circumstances:

- For the purposes of fighting fires.
- If you have been authorised by Metrowater and issued the appropriate permit (on payment of the applicable fees) you may use a hydrant as a temporary supply using a Metrowater-approved standpipe.
- If you are a Metrowater-accredited testing agent, they may be used in the process of service testing.

Any other unauthorised use of hydrants or fire fighting services may result in legal action as it will be a breach of the provisions of the Local Government Act 2002 protecting the integrity of the water network.

Metrowater may randomly monitor use of fire services to check for any signs of misuse or theft, and reserves the right to meter these connections and charge for non-compliant use.

8. Using the water and wastewater networks

In addition to your responsibilities set out elsewhere in these Terms the following apply.

- **Stormwater entry:** where your property is connected to a dedicated wastewater service, you agree to prevent the entry of stormwater from your property (roofs, paths, etc) into the wastewater network.
- **Burst mains/overflows:** you are required to notify us as soon as possible if you become aware of any burst water main, wastewater overflow or any other defect in the water supply and wastewater networks.
- **Backflow/backpressure into the network:** you are not permitted to allow any water or any contaminant to enter the water supply network. If your usage presents a significant backflow risk to our water supply network, we may require you to fit a suitable backflow prevention device at the outlet of the meter and require you to meet any costs associated with the fitting and maintenance of the device.
- **Trade waste:** if, as part of your business, you generate trade waste, you are required to have a trade waste consent from Watercare. Trade waste must not be dangerous to people, the environment or the wastewater network.
- **Consequences of non-compliant trade waste discharge:** if you are a trade waste customer of Watercare and your discharge is non-compliant and damages Metrowater assets, we may charge you for the damage caused.
- **Drought and emergencies:** you agree to ensure that all reasonable directions and instructions from us to conserve and manage water are followed in case of a drought or interruption to supply of water services.

9. Ending your obligations

9.1 Closing your account

To close your account and end your contractual obligations with Metrowater for any particular property, you need to go through a five-step process:

1. Inform Metrowater of your intent to close your account.
2. Organise a final reading of the meter at the property concerned (refer to section 9.2).
3. Settle your account in full.
4. Stop the use of the water and wastewater services at the property.
5. Either:
 - If the meter and wastewater services are still required at the property, and are to become the responsibility of someone else who now qualifies as the customer for the property, complete the change of ownership process (refer to section 9.3); or
 - If the water and wastewater services are no longer required at the property, arrange to have the services disconnected (refer to section 9.4).

You will remain liable for all water usage and charges at the property until all steps of this process have been completed.

9.2 Organising a final reading

To organise a final water meter reading, you need to notify Metrowater in writing (letter, fax or e-mail) or by phone, of the date for the final reading. We will only arrange a final reading for the date you move out or, for non-residential customers, the date your lease expires. Metrowater must receive this notification at least two working days prior to the requested date and you must include in the notification:

- The reason for requesting the final reading.
- The date on which you require the final reading (final reading bookings can only be accepted for working days).
- Contact details where you can be reached to confirm and organise the final reading if required (name, phone number, postal address).

9.3 Completing the change of ownership process

9.3.1 If the property is being sold to a new owner you need to provide Metrowater details of:

- Your new contact details (phone, physical address, postal address).
- The name and contact details for the solicitor handling the sale on your behalf.
- The new owner's name and their contact details. (We may request official confirmation of the change of ownership usually available from a solicitor).

As the seller of the property, you remain liable for all water and wastewater charges should the change of ownership not be confirmed and the new owner's account not be established, even if the charges relate to a period after the final reading.

9.3.2 If the property is a non-residential property where the lessee is changing and you wish to transfer the account to a new lessee, you need to:

- Ensure Metrowater is informed of the future contact details for the exiting lessee (phone, physical address, postal address).
- Ensure Metrowater has confirmation from the property owner of the change in lessee and that the owner confirms their own contact details.
- Arrange for Metrowater to be informed of the name and contact details of the new lessee and for a copy of the new lease (or assignment of lease) for the property to be forwarded to Metrowater.

You will remain liable for all water and wastewater charges until the new lessee establishes an account, and Metrowater has received confirmation of the new lease or assignment of lease, even if the charges occur after the final reading.

9.4 Arranging for disconnection of the services to your property

If the water and/or wastewater services at your property are no longer required, you can request to have the services disconnected. However, Metrowater will not knowingly disconnect the services where there are people still occupying the property (whether or not they have your permission to occupy the property), or where there are any other concerns over public health risks. In such case, Metrowater will first require a release from an authorised public health or environmental health officer before disconnection is allowed. If the disconnection cannot be

made for this or any other reason, you will remain liable for any water and wastewater charges.

To arrange a disconnection you will need to:

- Notify us that you wish to disconnect from our services. We will send you an application form, which you must fill out and return to Metrowater.
- Inform Metrowater of your contact details (phone, physical address, postal address).
- Allow 10 working days from when Metrowater receives the completed application form, for a final meter read, as the disconnection and final meter reading will be conducted at the same time.
- Settle all outstanding charges on your account and pay any fees that may be associated with the disconnection.

Should a reconnection be required at a disconnected property at some point in the future, the new connection will be subject to all normal new connection charges and fees.

9.5 Ending Metrowater's obligations under these Terms

Metrowater cannot voluntarily end its obligations to you as a customer unless:

- It is as a result of a legitimate and properly executed request on your part to close your account in accordance with the procedure in these Terms.
- We are unable to identify any legal person or entity as the lawful owner or occupier (for non-residential properties) of a specific property (because, for example, you are a company and you have been removed from the New Zealand Companies Register) and we are satisfied there is no current requirement for water and/or wastewater services at that property.

10. Additional services

Metrowater provides a number of additional services to assist with any other water or wastewater needs you may have. Details of our additional services can be found on the Metrowater website or on request by phoning Customer Services on 09 624 4800. By using any of our additional services, you agree to pay the applicable charges in our Price Schedule (and/or prescribed by us) and agree to all of our applicable terms, as well as all other conditions that we have in respect of the supply of those services.

11. Privacy issues

In order to provide you with water and wastewater services, we require you to provide us with the following information about yourself:

- Your full name (and, where requested, proof of identity).
- Contact details including phone number.
- Your postal or physical address, where it differs from the property address.
- For non-residential customers, a copy of any commercial lease document where relevant.
- Details of any relevant medical issues dependent on a water supply.

We also need to collect information on your use of the water and wastewater networks.

You authorise us to collect and hold personal information about you from other sources for all water and wastewater services and all related physical and financial obligations, including collecting money from you and determining your credit worthiness.

You agree that we may disclose information to third parties to fulfil the same purposes, including to any tenants renting a property you own and to any property manager whose services you have enlisted. In doing this, we will comply with your rights under the Privacy Act 1993 and, where necessary, we may require proof of identity from the requesting party.

We may record any telephone conversations with you from time to time, in order to keep accurate records of our dealings with you and/or for training purposes.

Upon your written request, you can access the information we have about you and ask us to make any necessary corrections. We can charge you the reasonable costs of providing any information to you.

12. General legal provisions

12.1 Damage due to negligence

If, in our opinion, we have caused physical damage to your property due to negligence, we will pay the costs relating to any direct loss or damage. You must notify us at the earliest opportunity, and before claiming compensation you must provide evidence of the damage and give us a reasonable opportunity to repair, at our cost, any damage that we have caused to your property.

12.2 Consumer Guarantees Act and Sale of Goods Act

For residential customers, any rights you may have under the Consumer Guarantees Act 1993 will apply, in addition to the rights that you have under these Terms. If you are a non-residential customer or are acquiring goods or services from us for the purposes of a business or for use in a production process, or you are not a 'consumer' within the meaning of the Consumer Guarantees Act 1993, you agree that the Consumer Guarantees Act 1993 does not apply.

Any other rights or terms that might be implied under the Sale of Goods Act 1908 are expressly excluded from these Terms.

12.3 Limitation of liability

We will not be liable for any loss, damage or cost (including consequential, economic or indirect loss or damage) suffered or incurred by you as a result of:

- Any interruption or restriction of the type permitted by these Terms.
- Any circumstance which we could not reasonably be expected to have foreseen.
- The negligence or omission of any third party.

12.4 Waiving an obligation

If we waive any specific obligations under these Terms, this does not limit our right to enforce the rest of these Terms; nor does it set a precedent for future waiving of these Terms.

12.5 Transferring or assigning liabilities

You may not transfer or assign any of your liabilities or rights under these Terms to any other person without the prior written consent of Metrowater.

We can transfer or assign any of our liabilities or rights under these Terms to any other person or entity capable of performing Metrowater's obligations to you. We will provide written notice of any such assignment or transfer to you as soon as practicable.

12.6 Notices and communications

We will deem you have received any written notice required to be given under these Terms or any invoice on the third day after we have dispatched it.

12.7 Entire agreement

Subject to any changes that Metrowater may make to these Terms from time to time and subject to any agreement with our non-residential customers signed by all parties to it, these Terms record the entire arrangement between Metrowater and you relating to the matters dealt with in our Terms. This supersedes all previous arrangements, whether written, verbal or both, relating to such matters but remains subject to all statutory rights, obligations, duties, remedies, and otherwise.

12.8 Further assurances

Metrowater and you will do all things and execute all documents reasonably required in order to give effect to the provisions and intent of these Terms.

13. Definitions and interpretations

Definitions

Backflow: the flow of liquid or contaminant back into the water supply. This can be caused by a drop in pressure in the mains or a back pressure situation.

Backflow prevention device: a mechanical means to prevent pollutants (water or gas) contaminating the drinking water or water supply network.

Dedicated wastewater service: a wastewater network that is intended to receive only wastewater and is not intended to receive stormwater.

Gully trap: a fitting designed to prevent foul air escaping from the wastewater system. It is used to receive the discharge from waste pipes at your property and as a relief point in the wastewater system.

Meter (also main meter): the main meter used for measuring the volume of water supplied by us to your property. This excludes any check meter, deduction meter or sub-meter.

Metrowater: Metro Water Limited.

Non-residential property: a property that is not a residential property.

Price Schedule: our current list of charges for water, wastewater and trade waste services. To obtain a copy, visit our website or phone us on 09 624 4800.

Public notice: notice in a local or daily newspaper published in the area serviced by Metrowater.

Residential property: a property that the Auckland City Council rates on the basis of the rating category 'residential'.

Restriction: when Metrowater restricts the flow of water to a property to the minimum that is required to maintain sanitary conditions (approximately 150 litres per person per day).

Terms: the conditions on which Metrowater provides you with water and wastewater services. The terms include the current Price Schedule which you can obtain from our website or by phoning us on 09 624 4800

Trade waste: industrial liquid waste, including substances such as chemicals, fats, detergents or liquid food waste, as defined in the Auckland Metropolitan Drainage Act 1960.

Wastewater: wastewater, or sewage, excluding trade wastes and the stormwater that is transported by the Auckland City Council's stormwater drainage system.

Wastewater network: all pipes, pumping stations, and other assets used by us for the reticulation of wastewater in our supply area.

Water: water suitable for ordinary domestic use, including potable (drinking) and non-potable (non-drinking) water. This definition does not include water requiring enhanced treatment for horticultural, industrial or other specialised applications.

Water supply and wastewater networks: the wastewater network and the water supply network.

Water and wastewater services: the services provided by Metrowater under Clause 3.

Watercare (Watercare Services Limited): supplier to Metrowater of bulk water and wastewater services and responsible for tradewaste consents.

Water supply network: all pipes, pumping stations, meters, valves and other assets we use for the reticulation of water in our supply area.

Working day: any day other than Saturday, Sunday or a statutory public holiday in Auckland.

Interpretation:

In these Terms, references to:

- Any party includes that party's successors, executors, administrators, and assignees.
- 'We/us/our' are references to Metrowater.
- 'You/your' are references to the customer.
- 'Your property' and 'your premises' mean the property and premises to which we supply water, wastewater or trade waste services.

Phone us: 09 624 4800

Email us: info@metrowater.co.nz

Write to us: PO Box 27 060, Mt Roskill, Auckland 1440

You can also visit our website:
www.metrowater.co.nz

For emergency situations or problems with our water or wastewater network, call 0800 FOR WATER or 0800 367 928 anytime.



metrowater
water for life

Metro Water Limited

Cnr Mt Eden & Mt Albert Roads, Three Kings, Auckland.
PO Box 27 060, Mt Roskill 1440, Auckland, New Zealand.
Phone 09 624 4800 or visit www.metrowater.co.nz

November 2009