

RURAL WATER SUPPLY SCHEMES TERMS AND CONDITIONS OF SUPPLY



1. ACCEPTANCE AND DURATION

1.1 These terms and conditions shall come into effect on 1 October 1996, and shall apply to all properties and customers legally entitled to receive a water supply from the Water Supply Authority (WSA) at that date, and from the date of receipt of supply for customer's properties legally connected thereafter. They shall remain in force, together with any amendments made until further notice.

1.2 The Water Supply Authority is defined as one of the following Rural Water Supply (RWS) schemes constituted by Special Order:

Arohena Rural Water Supply Scheme
Waipa Rural Water Supply Scheme
Tihiroa Rural Water Supply Scheme
EXCEPT Ranginui Rural Water Supply Scheme

The schemes are administered by the Otorohanga District Council through the Rural Water Supply Scheme Committees on behalf of the customers of those schemes.

1.3 The Words 'customer' and 'property' shall both be used to refer to a property legally entitled (by inclusion in a relevant Special Order or by other agreement of the relevant Scheme Committee) to receive water from one of the above water supply schemes.

2. PURPOSE OF SCHEMES

2.1 The schemes are designed, established and managed for the primary purpose of providing cost effective supply of water to farm properties to support agricultural activities. Provision of water to residential properties is considered a secondary function that in some cases may not positively contribute towards the primary purpose of the scheme. For this reason the Rural Water Supply Scheme Committees may at their discretion impose additional controls on the supply of scheme water to new subdivisions of land that are believed to be intended for non-farm related residential development.

3. CUSTOMER RESPONSIBILITIES

3.1 Properties that form part of a particular Rural Water Supply Scheme are included in a Separate Rating Area for this purpose and together share responsibility for the assets and liabilities (including debts) of that scheme. For this reason additional conditions (or charges) may be imposed in relation to those properties wishing to commence or cease being part of a scheme. It is important that potential scheme customers appreciate these potential responsibilities and liabilities before becoming part of a scheme.

4. TYPE OF SUPPLY

4.1 The supply is a restricted flow supply and is defined as one where a small continuous flow is supplied through a flow control device across an Air Gap Separation, and storage is provided by the customer to cater for demand fluctuations. It is important to recognise that the RWS schemes have limited supply capacity, and that demand for water must be managed in a manner which ensures the reliability of supply to all customers. As a means towards this the instantaneous flow of water to any property (or group of properties subdivided from an original property) shall not exceed that allocated for the original

property at the time of scheme design, unless this is specifically authorised by the relevant Rural Water Supply Scheme Committee.

- 4.2 All customers are required to have a minimum of 24 hours water storage at peak usage rates.

5. CONTINUITY OF SUPPLY

- 5.1 The WSA does not guarantee an uninterrupted or constant supply of water, or maintenance of an existing pressure which is in excess of an agreed level of service, but shall aim to meet the accepted level of supply subject to the exemptions contained below:
- a) Where works of a permanent or temporary nature are planned which will substantially affect an existing supply, the WSA will consult with all known customers.
 - b) The WSA shall not be liable for any loss, damage or inconvenience which the customer (or any person using the supply) may sustain as a result of deficiencies in, or interruptions to, the water supply.
 - c) If a customer has a particular requirement for an uninterrupted level of service (flow, pressure, temperature or quality), it will be the responsibility of that customer to provide any necessary storage, back up facilities, or equipment.

6. CHANGE IN LEVEL OF SERVICE

- 6.1 Should a customer wish to make substantial changes in the volume of water required (eg drystock to dairy conversion) approval in writing shall be obtained from the WSA before doing so.

7. METERS

- 7.1 Meters for all supplies, and restrictors for Restricted Flow Supplies, shall be supplied installed and maintained by the WSA. These devices shall remain the property of the WSA.
- 7.2 Should any meter be out of repair or cease to register, be removed or tampered with, the WSA shall estimate the consumption for the period since the previous reading of such meter, (based on the average of previous billing periods charged to the customer) and the customer shall pay according to such an estimate.
- 7.3 The customer shall not tamper with the meter or restrictor in any way.

8. SUPPLY PIPE

- 8.1 Each privately owned metered water supply pipe shall serve only one customer, and shall not extend by hose or any other pipe beyond that customer's property. Only those properties which form part of the scheme, and who have paid a Capital Contribution to the Scheme, shall be supplied with water.

In particular, and not in limitation of the above, any water which the customer draws from the WSA supply shall not be provided to any other party without the approval of the relevant Scheme Committee.

- 8.2 No person other than the authorised agents of the WSA, shall without express approval, make any connection to or otherwise interfere with any part of the water supply system.

8.3 Subdivision

8.3.1 In the event of a property on the scheme being subdivided for reason other than farm extension, it shall be the responsibility of the subdivider or property owners to ensure that a separate metered service is provided for each separate title created by the subdivision.

8.3.2 In the event of a property on the scheme being subdivided for farm extension, the requirement for water connection shall be waived. However, should the property later be sold or subdivided rule 8.3.1 above shall apply.

9. ACCESS

9.1 Supply pipes and reticulation mains are generally on private property and were established with consent of the property owners when the scheme was constructed.

9.2 The customer shall allow the WSA access to and about the reticulation mains or supply pipes between 7.30am and 6.00pm on any day for:

- a) Meter reading without notice.
- b) Checking, testing and maintenance work with notice being given whenever possible.

Outside these hours (eg for leak detection) the WSA will give notice to the customer.

9.3 Under emergency conditions the customer shall allow the WSA free access to and about the mains at any hour.

9.4 The customer shall allow the WSA with or without equipment, access to any area of the property for the purposes of determining compliance with these Terms and Conditions.

9.5 The customer shall take due care to protect from damage the WSA equipment including pipework, valving, meters and restrictors.

9.6 The customer shall maintain the area in and around the point of supply free of soil, growth, or other matter or obstruction which prevents, or is likely to prevent convenient access.

10. BACKFLOW PREVENTION

10.1 It is the customer's responsibility (under the Building Act 2004, and the Health Act 1956) to take all necessary measures on the customer's side of the point of supply to prevent water which has been drawn from the WSA's water supply from returning to that supply by backflow.

Backflow prevention shall include:

- a) Providing an adequate air gap, or (only with the specific approval of the WSA) use of an approved backflow prevention device.
- b) The prohibition of any direct cross connection between the WSA water supply (potable) and
 - i) Any other water supply (potable or non-potable)
 - ii) Any other water source
 - iii) Any storage tank
 - iv) Any other pipe, fixture or equipment containing chemicals, liquids, gases, or other non-potable substances.

11. PROTECTION OF SERVICES AND MAINS

- 11.1 Any person proposing to carry out excavation work shall contact the WSA to establish whether or not WSA services are located in the vicinity. At least two (2) days notice shall be given to the WSA of an intention to excavate in the vicinity of its services, and the WSA may nominate in writing any restrictions on the work it considers necessary to protect its services.
- 11.2 When excavating and working around buried services due care shall be taken to ensure the services are not damaged.
- 11.3 Any damage which occurs to a WSA service shall be reported to the WSA immediately. Repair costs will be charged to the customer or its contractor if no notification of the intended work was made to the WSA. The WSA may levy part or full costs for repairs under other circumstances.
- 11.4 The customer shall take due care in regard to mains and services, and in particular, shall not drive fence posts or plant trees within one (1) metre of any pipes.

12. BREACH OF CONDITIONS OF SUPPLY

- 12.1 The following may be taken by the WSA as a breach of these Terms and Conditions to supply and receive water:
- a) An incorrect application for supply which fundamentally affects the Terms and Conditions.
 - b) Frustration of the WSA's ability to adequately and effectively carry out its obligations.
 - c) Failure to pay the appropriate charges by the due date, including charges under clauses 5 and 9 above.
 - d) Failure to repair a leak, or in any way wilfully allow water to run to waste or be misused.
 - e) Interference with the WSA supply system.
 - f) Failure to prevent backflow.
 - g) Non-compliance with, or breach of, any other requirements of these Terms and Conditions.
- 12.2 Any tampering or interfering with WSA equipment, either directly or indirectly, shall constitute an offence. Without prejudice to its other rights and remedies, the WSA shall be entitled to estimate (in accordance with clause 5) and charge for the additional water consumption not recorded or allowed to pass where a meter or restrictor has been tampered with, and recover any costs incurred. The matter may also be referred to the Rural Water Supply Scheme Committee for consideration of any further action.
- 12.3 In the event of a breach, the WSA may serve notice on the customer advising the nature of the breach and the steps to be taken to remedy it. If, after one week, the customer persists in the breach, the WSA reserves the right to disconnect the supply without further notice. In such an event the supply will be reconnected only after payment of an appropriate reconnection fee and remedy of the breach to the satisfaction of the WSA.
- 12.4 In addition, if the breach is such that the WSA is required to disconnect the supply for health or safety considerations, such disconnection will be carried out forthwith.
- 12.5 Without prejudice to the above the WSA may pursue any legal steps it is authorised to take.