

PNG WATERBOARD

Water and Sewerage Services - Connection and Supply Standard Customer Contract

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Parties to the Customer Contract

General

This contract sets out the standard terms on which, The Waterboard (hereinafter referred to as PNG Waterboard) provides water supply and sewerage services to its Customers. All PNG Waterboard customers have a right to supply on these terms. If a customer has a number of premises in the areas operated by PNG Waterboard, a separate contract applies to each of those premises.

PNG Waterboard

PNG Waterboard, a Commercial Statutory Authority established under the National Water Supply and Sewerage Act, 1986 is mandated to provide water supply and sewerage services in all the districts, which are declared as Water and/or sewerage District under the Act with the exclusion of National Capital District in Papua New Guinea.

Customers

Customers are either owners or lessees of premises to which water supply and/or sewerage services are connected in the districts where PNG Waterboard operates.

Enquiries and Complaints

Contact Details

For all enquiries and complaints or to report faults and emergencies, please contact our local branch offices in the towns we operate. A list of all our branches with their addresses and telephone numbers are given in the schedule attached to this contract. We are committed to resolving any enquiries or complaints as soon as reasonably possible.

Obligations of PNG Waterboard

Supply Of services

We are committed to providing a high quality water supply and sewerage services that meet the requirements of the Drinking Water Quality Standard and Environmental Standards respectively.

However, our water supply and sewerage services are subject to a variety of factors which include power supply by PNG Power Limited, accidents, weather, the acts of third parties, the need to work on, re-configure and optimise the water and sewerage distribution systems. Accordingly, we are unable to guarantee that there will be no interruptions to your supply of water or sewerage services.

Unplanned Interruptions

We may interrupt your water supply or sewerage services due to circumstances beyond our control.

Planned Interruptions

We will notify our customers of any planned interruptions through the media with reasonable advance notice.

Resumptions

If there is an interruption to your water supply or sewerage services we will endeavour to correct it as soon as possible.

Identification of Staff

All PNG Waterboard employees carry PNG Waterboard identity cards which contains a photograph of the employee, his/her designation and our logo. You are entitled to ask our employees, attending your premises for identification before they ask you questions or carry out work.

Time and Contact Arrangements to apply to customers

We are permitted to contact you during normal business hours on week days. When there is an emergency we may call you after office hours.

Water line breakages and Sewage over flow

If you suffer any damage due to leakage of water or sewage overflow in your premises due to a fault in our network, we will assist you to minimize the damage and clean up the place at our cost. Please contact our local office as per the contact details given in the attached schedule.

Work Undertaken on your premises

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 an interference with a network facility or if there is a contravention of PNG law.

Request for disconnection

You do not need to disconnect the premises if you are selling the property, as the water and sewerage account will be apportioned as part of the conveyancing process.

If for other reasons you wish to disconnect the water supply or sewerage services permanently, you may apply in writing to our local office.

Right of Privacy in use of personal information

We respect your privacy and are committed to complying with any applicable law regarding privacy. We may use any personal information we hold about you, including your contact details, to assess your ongoing creditworthiness or the status of any account you have with us; or to determine the level of security required under this contract; or collect overdue payments

Use of Contact Details

We may use your contact details 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 to send you our newsletter and promotional offers from us. We will not disclose your details to any third party in so doing.

If you do not wish your details to be used for information or promotional purposes, please contact our Public Relations Officer on 323 5700.

Disclosure of Information on Customers

We may disclose information about you (including your contact details and creditworthiness information) or your metering information, in the circumstances permitted by or required by PNG law.

Liability of PNG Waterboard

General

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. We are not liable to the extent the injury or loss or damage is caused by your own actions or equipments or materials.

Compensation

We are not liable to the extent the injury or loss or damage is caused by your own actions or equipments or materials. 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.

Limitations of Liability

We are not liable for an interruption to your water supply or sewerage services if the interruption was caused by events or circumstances beyond our control; or arose despite us having complied with all relevant performance standards.

We are not liable for any loss of profits, business, anticipated savings or for any other 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 this section above.

Obligations of Customers

Commencement of Supply

If we ask you to, you must promptly provide any additional details about you or your premises that we reasonably request. You may provide those details in person, writing or electronically.

We can only supply you if you have connections that are in working order between your premises and the water and sewerage networks.

Notification of Changes

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

Removing, tampering & bypassing the meter

You must not remove, tamper with or bypass the water meter, or permit anyone else to do so. Any unauthorized removing or tampering with or bypassing the meter is punishable with immediate disconnection of the service and a maximum penalty of K500 for each offence plus the cost of repairing the damage caused.

Meter readings and Inspections

We will arrange for our water meters on your premises to be read each month. Upon proper identification, you are required to allow free access to our meter readers for this purpose. If for any reason we could not read your meter in any month we will estimate your consumption for the month based on your average consumption in the past three months based on actual meter readings. Adjustments to the estimate consumption will be made when actual meter reading is taken subsequently.

If our meter reader could not read your meter due to locked gate or presence of dog etc. for two consecutive months, then you will be required to read the meter yourself and report it to the local office of the PNG Waterboard. However, the customer has to arrange for our meter reader to take the readings for the following (third) month; failing which the service may be disconnected.

Maintenance of meters

We will use reasonable endeavours to have the primary meter at your premises maintained in working order.

Access to premises for maintenance and servicing of PNG Waterboard assets

You must allow our employees, contractors and agents with proper identification to enter your premises to carry out connection work or to read or test meters or to inspect, maintain, repair or replace our property or where otherwise permitted by law.

Building of works by customer/landlord

Before carrying out or authorising any building work on your premises, you should call our local office for a diagram of our water and sewerage infrastructure on or near your premises (if any); and confirm the precise location of that infrastructure by visual checks for surface features (such as manholes or valve covers) and by digging test holes.

These checks are necessary as 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.

You must not build over our infrastructure, or over any easements, or permit anyone else to do so, without our prior written consent. There are limits as to how close you can build to our infrastructure or easements on or near your premises.

You can obtain details of any easements on your premises by requesting a title search and copy of the deposited plan from the office of the Lands Department.

Charges and Tariff

Schedule of Charges effective from 01/01/2006 until further notice of any change (Based on monthly water meter reading)

| 1.0 | Water Supply | Charges Per Connection (Kina) |
|------------|------------------------------------|--------------------------------------|
| 1.1 | Consumption Charges | |
| 1.1.1 | Up to 12 Kilo Litres | 6.600 Minimum Charge |
| 1.1.2 | 13 to 30 Kilo Litres | 1.875 Per Kilo Litre |
| 1.1.3 | Above 30 Kilo Litres | 2.220 Per Kilo Litre |
| 1.2 | Water Tankers | |
| 1.2.1 | Up to 10 Kilo Litres | 25.000 |
| 1.2.2 | Above 10 Kilo Litres | 2.500 Per Kilo Litre |
| 2.0 | Sewerage Services | |
| 2.1 | Non Industrial Customers | |
| 2.1.1 | Up to 12 Kilo Litres | 6.600 Minimum Charge |
| 2.1.2 | Above 12 Kilo Litres | 0.650 Per Kilo Litre |
| 2.2 | Industrial Customers | 1.100 Per Kilo Litre (Flat) |
| 2.3 | Sludge Tankers | |
| 2.3.1 | Up to 10 Kilo Litres | 6.600 |
| 2.3.2 | Above 10 Kilo Litres | 0.660 Per Kilo Litre |
| 3.0 | Connection Fees | |
| 3.1 | Standard Connection – Water | Free |
| 3.2 | Non Standard Connection – Water | As Per Quotation |
| 3.3 | Standard Connection – Sewerage | As Per Quotation |
| 3.4 | Non Standard Connection – Sewerage | As Per Quotation |
| 3.5 | Reconnection – Water | K32.00 per reconnection |
| 4.0 | Standby Fees | |
| 4.1 | Water | 1.100 Per Kilo Litre |
| 4.2 | Sewerage | 0.650 Per Kilo Litre |

Notes:

- Charges based on meter readings under items 1 and 2 have been set on per connection basis. All charges under items 1 and 2 must be paid within 30 days after the date of delivery of an account. Failure to pay accounts within the stipulated period will lead to service being disconnected and recovery action being taken. The user of the service and/or the owner of the property are responsible for paying bills or for ensuring that bills are paid.

- The customer is responsible for the cost of connecting to the building from the property boundary.
- For temporary new connections, the water charges will be the same as for permanent customers under items 1 to 3.
- Where in a declared Waterboard area a person or entity continues using the private supply for water and makes a request in writing, or if the Waterboard directs, the sewerage charge shall be based on an effluent meter reading as per item 2.2 above. The user shall bear the cost of installation and also will be subject to standby water fees as per item 4.1 above.

Payment of Accounts

We will issue accounts to you for any amount payable under this contract at least every 30 days. You must pay an account by the due date shown on the account. We will give you at least 30 days to pay unless you agree to a shorter period. Payment may be made by mail or in person at any of our designated offices or agencies by cash or cheque, direct debit or any other method provided by us. Any amount which remains unpaid after 30 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 interest at the prevailing commercial borrowing rate from the original due date.

Normally the occupier of the premises is liable for the payment of all charges levied on the premises under this contract. In the event of absence of the occupier or failure by him to pay any amount due, the owner of the premises to which the account relates, is liable for payment of the charges.

In the event of not getting the actual meter reading for any month(s), the charge for the month will be based on estimated average consumption of the customer in the past three months based on actual meter readings. However, whenever the next actual reading is taken, the charge will be reassessed based on the actual consumption between the two actual readings after taking into account the number of days for which the consumption covers and give credit for the estimated charges given earlier.

Errors in Accounts

If we discover we have overcharged you, we will promptly credit the overpayment to your account. If we find we have undercharged you, we may adjust your account to collect the amount you were undercharged. Either way we will inform you in writing, of the discrepancies or errors in the accounts and the actions taken to rectify the errors.

Disputed Accounts

If you believe you have been overcharged, you can pay the account in full and raise the matter with us. If we find that you have been overcharged, we will pay you interest on the overpayment from the date the account was paid. Alternatively, you can withhold the disputed amount and pay the rest of the account. If we find that part or the entire disputed amount was correctly charged,

we will charge you interest from the original due date. We will seek to resolve any disputes about accounts by mutual discussion, failing which, will resort to legal proceedings.

Restriction or Disconnection of services for non payment of accounts

We may disconnect or restrict the supply of 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; 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.

We must comply with the applicable procedures in the in disconnecting or restricting your supply.

If we disconnect or restrict your supply under this clause, you must pay any applicable fee shown in the Schedule of Charges.

If the matter giving rise to the disconnection or restriction is remedied or otherwise ceases to apply, we will arrange reconnection and will recommence supply as soon as reasonably possible.

A fee applies for reconnection and recommencement of supply, as shown in our Schedule of Charges.

List of Branch Offices

| District Offices | Contact Details | District Offices | Contact Details |
|---|---|-----------------------------------|---|
| PNG Waterboard Head Office Port Moresby | P.O. Box 2779 Boroko, National Capital District Tel: (675) 323 5700 Fax: (675) 325 6298 | PNG Waterboard Lorengau | P.O. Box 196 Lorengau Manus Province Tel: (675) 470 9624 / 470 9626 Fax: (675) 470 9625 |
| PNG Waterboard Alotau | P.O. Box 196 Alotau Milne Bay Province Tel: (675) 641 1124 Fax: (675) 641 1169 | PNG Waterboard Madang | P.O. Box 760 Madang Madang Province Tel: (675) 852 2800 Fax: (675) 852 3081 |
| PNG Waterboard Daru | P.O. Box 8 Mt Hagen Western Province Tel: (675) 645 9148 Fax: (675) 645 9126 | PNG Waterboard Mount Hagen | P.O. Box 1196 Mt Hagen Western Highlands Province Tel: (675) 542 1244 Fax: (675) 542 1254 |
| PNG Waterboard Kimbe | P.O. Box 244 Kimbe West New Britain Province Tel: (675) 735 1031 Fax: (675) 735 1246 | PNG Waterboard Popondetta | P.O. Box 310 Popondetta Oro Province Tel: (675) 329 7169 Fax: (675) 329 7176 |
| PNG Waterboard Kavieng | P.O. Box 447 Kavieng New Ireland Province Tel: (675) 984 2297 Fax: (675) 984 2319 | PNG Waterboard Rabaul & Kokopo | P.O. Box 227 Kokopo East New Britain Province Tel: (675) 982 9020 Fax: (675) 982 9071 |
| PNG Waterboard Kundiawa | P.O. Box 358 Kundiawa Chimbu Province Tel: (675) 735 1031 Fax: (675) 735 1246 | PNG Waterboard Wewak | P.O. Box 487 Wewak East Sepik Province Tel: (675) 856 2133 Fax: (675) 856 2056 |
| PNG Waterboard Lae | P.O. Box 2996 Lae, Morobe Province Tel: (675) 472 3852 Fax: (675) 472 5772 | PNG Waterboard Mutzing | P.O. Box 2996 Lae, Morobe Province Tel: (675) 472 3852 Fax: (675) 472 5772 |

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| PNG Waterboard Beraina | P.O. Box 2779 Boroko, National Capital District Tel: (675) 323 5700 Fax: (675) 325 6298 | PNG Waterboard Kwikila | P.O. Box 2779 Boroko, National Capital District Tel: (675) 323 5700 Fax: (675) 325 6298 |
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