

To Tatou Vai

Customer Agreement

February 2025

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Foreword

To Tatou Vai (TTV) is the principal provider of water services to the people of Rarotonga.

For TTV, customers are at the heart of what we do and providing excellent service is an important part of our commitment to providing safe, reliable and efficient water services to you.

This Customer Agreement sets out the terms under which we provide water services to you, your obligation to pay for these services, and other rights and obligations including your rights in any dispute with us.

1 What is a Customer Agreement and who is covered by it?

1.1 What is this agreement?

This is the To Tatou Vai customer agreement referred to in our registration form.

This Customer Agreement is between us, TTV, and you, the Customer. It sets out the terms under which we provide water services to you, your obligation to pay for these services, and other rights and obligations including your rights in any dispute with us.

We may update the terms of this agreement from time to time. The current version is available on our website. We will give notice of any changes to the agreement 10 working days before the changes take effect.

This Customer Agreement is available on our website or can be emailed to you by contacting and requesting us via support@totatouvai.co.ck

1.2 Who is covered by this agreement?

You are our customer and are covered by the relevant clauses of this agreement if you own a property and one or more of the following applies:

- a) your property is connected to the TTV water supply network
- b) you use our network as a water supply service

In relation to each property you own, you will be classified as either a domestic or a commercial customer, depending on the activity that generally occurs at that property.

1.3 When does this Customer Agreement end?

This Customer Agreement will end when you are no longer using our services. The ending of this Customer Agreement does not affect any rights or obligations of either you or us, that have accrued prior to that point in time.

2 What services do we provide?

2.1 Supply of water

If your property has an authorised connection to our water network, we will supply you with water to meet your reasonable needs, except;

- a) in the case of unplanned interruptions, or planned interruptions, under clauses 3.1 or 3.2,
- b) in the case of water restrictions, under clause 2.4 to the extent required to comply with the water restrictions in force at the time,
- c) where we are entitled to restrict or discontinue supply under clause 5.2,
- d) in the case of major operational incidents under clause 3.3, or
- e) in the case of events beyond our reasonable control in accordance with clause 3.5.

2.2 Health or special needs

If you require a continuous water service to operate a life support machine or for other special health needs, please notify us, and provide evidence of this.

We will include you on our list of critical customers that are dependent on water supply to the extent that an interruption to water supply poses an immediate and major health or safety risk.

We will use our reasonable endeavours to provide a continuous water service to meet your reasonable health needs. However, disruptions to your water service are not always preventable, so you should be ready to make alternative arrangements for the supply of water to operate a life support machine or for other special health needs.

Critical customers will receive notification of any planned interruption to the water service. We will also alert our critical customers, whenever possible, that supply has been interrupted due to an emergency.

2.3 Water Pressure

We will use our reasonable endeavours to ensure that the water service we provide for authorised connections is at a reasonable pressure at the connection point.

2.4 Water conservation measures

For the purpose of maintaining water supply in times of drought, emergency or other public interest reason, TTV will place water restrictions on the supply of water.

We will publish notices of the water restrictions in available media platforms including our website, social, print and TV. You must comply with the conditions of the water restrictions on and from the date specified in the notice.

The water restrictions may regulate or restrict:

- a) the purpose for which water may be used;
- b) the times when water may be used;
- c) the quantities of water that may be used; and/or
- d) the means or methods of using water,

across all of our area of operations or part of that area as specified in the notice.

The water restrictions will override any inconsistent provisions in this Customer Agreement. If you do not comply with the water restrictions we may restrict or disconnect the water service to your property.

3 Factors affecting service

To Tatou Vai's obligations to you under clause 2 (except clause 2.2) are suspended for the duration of any of the events described in clauses 3.1 to 3.5, to the extent those events relate to the relevant obligation.

3.1 Unplanned interruptions

If there is an unplanned interruption to your services, we will use our reasonable endeavours to minimise the inconvenience to you by restoring the services as quickly as practicable.

We will provide information in relation to the unplanned interruption (including details of any emergency assistance) as well as estimated times for restoration of the services.

3.2 Planned interruptions

We may need to arrange planned interruptions to your services to allow for modification (for example, a new customer connection) or planned maintenance of our infrastructure.

We will provide information in relation to the planned interruption and use reasonable endeavours to reinstate your services within the estimated times advised for the restoration of the services.

We will notify you of the expected time and duration of any planned interruption. We will provide you with 2 days' notice (or such other times as agreed with you) of a planned interruption.

3.3 Major operational incident

We may need to shut down part of our infrastructure if a major operational incident occurs. We may interrupt the services and place water restrictions until such time as the major operational incident is over.

Where practicable, notice of the major operational incident and the anticipated time of outage will be published on our media channels.

3.4 Restriction

We may restrict your services for any of the reasons set out in clause 5.2.

3.5 Force majeure

Our ability to provide services to you may be affected by events beyond our reasonable control, such as:

- a) severe weather or conditions resulting from severe weather (or like event as classified by the Meteorological Office); or
- b) a physical natural disaster including fire and flood.

4 What you pay

As a customer, you will be paying for your water and other service charges.

4.1 How prices are set

We will set tariffs annually as allowed by the TTV Act. If the date for commencement of a variation occurs part way through your billing cycle, we will apply the variation of charges at the start of your next monthly reading or charging cycle.

4.2 Publication of charges

Information on our charges is available on all our media platforms or can be viewed by contacting us via the General Enquiry Process and/or email; support@totatouvai.co.ck. It can be provided to you on request.

4.3 Responsibility to pay the bill

You are responsible for payment of the charges included on your bill and must pay us the amount of your bill within 20 days of your receipt of the bill.

4.4 Subsidised allocation of water for domestic use

The Government has agreed to subsidise an allocation of water for all eligible customers up to the maximum amount specified in the Regulations. A customer is only eligible if they have registered with TTV and use the water for their own consumption.

4.5 When will your bill be sent?

We will issue a water usage bill to all customers every month for the services we provide to you. If we intend to change the billing frequency, we will give you at least one month's notice.

Other bills shall be issued as required based on the services you require.

4.5.1 What information is on your water usage bill?

We will ensure that your bill contains:

- a) the dates to which the charges apply;
- b) any credit or overdue amounts from previous bills and the total amount due;
- c) other charges payable (if any);
- d) the date payment is due;
- e) the most recent meter reading;
- f) a comparison of your water usage compared to the prior month;
- g) your contact details and account number;
- h) the address of the property where the charges have been incurred;
- i) options for the method of payment; and
- j) contact telephone numbers for account enquiries and emergency services;

4.5.2 How are bills issued?

We will send your bill to your nominated email address, postal address or deliver it to the property location in an envelope, unless otherwise nominated. If you do not nominate an address, the bill will be sent to:

- a) your last known address; or
- b) electronically;
- c) the address of supply.

Your bill will be considered delivered to you if it is sent to one of these addresses. Please advise us if you move or your postal address or email address changes using one of the methods on our website.

4.6 How can payment be made?

We will provide a range of payment options including via the internet or direct debit, or in person at the TTV office, details of which are available on our website.

Please pay by one of the methods that we offer.

We may offer additional payment methods during the term of this Customer Agreement. Current payment methods are shown on your latest bill and can be found on our website or obtained by contacting us via the General Enquiry Process or via email support@totatouvai.co.ck.

4.7 Overdue account balances

We may charge you interest of 2% per month on an annualised basis on overdue account balances.

The interest will accrue on a daily basis commencing on the due date until you have paid the amount that is overdue.

We may also charge the costs and fees that we incur in recovering (or attempting to recover) an overdue amount.

4.7.1 Undercharging

If, due to our error, your bill states that you are required to pay us an amount that is less than what you are actually required to pay us (that is, we have undercharged you) we may adjust your next bill to include as a separate item the amount (or amounts) by which you were previously undercharged.

However, if the undercharging is due to:

- (a) you providing false information;
- (b) you not providing up to date information in relation to a change of use of the property or the number of dwellings on the property;
- (c) an unauthorised connection; or
- (d) a breach of this Customer Agreement or the TTV Act.

you must pay the correct amount on request.

We may also charge you from the date we determine an unauthorised connection to have occurred.

4.7.2 Overcharging

If, due to our error, your bill states that you are required to pay us an amount that is greater than what you are actually required to pay us (that is, we have overcharged you), we will apply a credit to your next bill after we become aware of the error, except where:

- (a) you have provided false information;
- (b) you have not provided up to date information in relation to a change of use of the property or the number of dwellings on the property;
- (c) there is an unauthorised connection; or
- (d) you are in breach of this Customer Agreement or the Act.

4.8 Account queries and disputes

If you have questions regarding the charges on your bill, you should contact us.

If there is an unresolved dispute concerning an amount of money to be paid by you, we will not seek the disputed amount from you until the dispute has been resolved.

You must pay any undisputed amount by the due date shown on your bill. This will be determined based on previous bills issued to you.

Once the dispute has been resolved, you must, if the resolution is in our favour, pay the determined amount.

4.9 Dishonoured or declined payments

If payment of your bill is dishonoured or declined, we will charge you the relevant maximum administrative charge levied by the bank.

We will refuse future payments by these means or methods, if you have a history of dishonoured payments.

4.10 Costs for installing and connecting services

When connecting to the network you are responsible for paying a connection fee.

4.11 Charges for other matters

Where we, at your request provide services on your private property, you will be charged our normal fees for such services.

Where repairs need to be undertaken to the network arising from something you have done, there will be a charge.

5 What can I do if I am unable to pay my bill?

5.1 Payment difficulties and assistance options

If you are experiencing payment difficulty you should contact us, and we will provide you with information about available options to assist you in accordance with our Debt Recovery Policy. All reasonable effort will be made to provide assistance to you.

If you are experiencing payment difficulty, you have a right to:

- (a) be treated sensitively on a case-by-case basis;
- (b) have your payment difficulty dealt with in a fair and reasonable manner;
- (c) receive information from us on alternative payment arrangements;
- (d) negotiate an amount you can afford to pay us on an agreed instalment plan.

5.1.1 Making payment arrangements

If you are unable to pay for your bill, please contact us as earliest as possible, and arrange to come in and see us. Through discussion, we will aim to come up with a payment arrangement. When you have a payment arrangement in place with us, we do expect that you will stay within the agreed conditions.

A payment arrangement will end when;

- a) you have fully paid off any monies owed pertaining to that payment arrangement, or
- b) you have not been able to meet the agreed conditions within that payment arrangement.

In the case of clause 5.1.1 (b), and at To Tatou Vai's discretion, we may either;

- enter into a revised payment arrangement or
- revert back to issuance of the notice of restriction, at which the remaining timeframe on that restriction before the payment arrangement was made, will continue.

Example:

TTV issues notice of restriction for an overdue bill with one (1) month timeframe. You contact TTV and make payment arrangement two (2) weeks into that notice. The notice of restriction is put on hold. At this stage, three (3) things can happen;

- You pay off the overdue amount as per the payment arrangement, and the notice of restriction ends, or
- You default on the payment arrangement conditions and the timeframe for the notice of restriction, in this example, two (2) weeks, will continue, or
- To Tatou Vai agrees to enter into another payment arrangement with you, at which the notice of restriction will continue to hold.

5.2 Restriction or disconnection of services

5.2.1 Restriction of services for non-payment

If you fail to pay your bill by the due date, you will be issued with notice of restriction of service.

You may contact To Tatou Vai if you want to make an arrangement for payment to settle the outstanding amount. Legal action may be taken against you.

5.2.2 Notice of restriction for non-payment

You will be issued with a notice of restriction, and given one (1) month to settle the outstanding amount. Failure to meet this requirement may result in the restriction of the water supply.

If you receive a bill for a new billing cycle that contains an overdue amount from a previous billing cycle, we may restrict the services on the arrears after issuing you with the appropriate notices relating to the overdue amount.

5.2.3 Restricting the water supply service

We will not restrict the services or commence recovery action in relation to non-payment of your bill:

- (a) without giving appropriate notice of our intention to restrict your services;
- (b) if there is an unresolved dispute as to the amount owing;
- (c) if you have entered into or are in the process of entering into a payment arrangement due to payment difficulty and are complying with the agreed terms or
- (d) if you are on our list of approved life support machine user or other special needs as per clause 2.2;

And we will not commence the restriction of your services on;

- (i) a Friday,
- (ii) the weekend,
- (iii) a public holiday or the day before a public holiday.

5.2.4 Restriction or disconnection for other reasons

We may restrict or disconnect your water system:

- a) if you have an unauthorised connection to our infrastructure;
- b) if it may compromise the quality of the water in the network or any part of it, damage the water network or any part of it or cause too much water to be removed from the network;
- c) if you fail to rectify a defect with, or undertake unauthorised work on your water system, as set out in clause 7;
- d) if you breach this Customer Agreement, the TTV Act, a separate agreement or any other agreement with us, concerning the use or taking of water;
- e) if you fail to ensure access to our meter on your property in accordance with clause 9 after we have made reasonable endeavours to contact you to arrange access (such as leaving a notice requesting access and providing you with a disconnection warning);
- f) if the poor quality of your pipes prevents us from exchanging the meter and you have failed to address this within 30 days of our notifying you of this;
- g) if we issue you with a written notice requiring the installation of the appropriate backflow prevention device in accordance with the conditions set out in the water Connections Code, and you have not complied with this written notice;
- h) if a serious health or environmental risk is posed by backflow of any substance from your water system into our water infrastructure.
- i) due to an unauthorised installation of pressure pumps causing system problems.

5.2.5 Minimum flow rate

If we take restriction action, we will provide a reasonable flow for health and hygiene purposes. If you believe that the restriction will cause a health hazard you should contact us.

5.2.6 Disconnection by a customer

If you require you must request TTV to disconnect your property from our infrastructure provided that:

- (a) you have paid the relevant charges; and
- (b) you have complied with all applicable Laws; and
- (c) you have given us all information we may reasonably require; and
- (d) you give us 2 work days' notice to allow TTV to complete the disconnection from the infrastructure.

5.3 Restoration of services

If the conditions for restoration are met during working hours on any business day, we will use our reasonable endeavours to restore the water service on the same business day.

6 Responsibilities for maintenance and repair

6.1 Our responsibilities regarding our infrastructure

TTV is only responsible for maintaining and repairing its infrastructure, including the annual testing of all backflow devices, which are required to be installed in addition to the device integrated into the meter in accordance with Clause 4.11.

6.2 Your responsibilities regarding your water system

You are also responsible for any damage caused by a failure of your water system.

We may investigate any failure of your water system and undertake any reasonable repairs to your water system (up to and including the meter) as long as your water system complies with our TTV Connection Code for Water Connections and any other applicable codes, regulations and standards.

If we make repairs to your water system, we will backfill and make safe any excavations required on your property. We will charge you for the services rendered.

You should contact us via the General Enquiry Process if you have any questions about the repair and maintenance responsibilities for your water system.

6.3 Non-standard connections

This agreement applies to standard connections.

If we approve a non-standard connection, this will give you access to our services, but these services will be provided at a different level to those outlined in this Customer Agreement. In most cases we will enter a separate agreement with you for the non-standard connection. The level of service we give you, and your responsibilities to maintain any equipment, will be listed in that separate agreement between you and TTV.

Approval of a non-standard connection will be at TTV's discretion.

Subject to the terms of any separate agreement if your property has a non-standard water connection we will repair and maintain the system up to the connection point with our water infrastructure, which is located at our water main. You should engage a licensed plumber to repair leaks on your water system.

You should contact us via the General Enquiry Process if you have questions about your non-standard connection.

6.4 Giving notice of system failures

Please inform us if you become aware of:

- (a) any failure of our infrastructure, such as a burst main, overflow or leak from our infrastructure, or
- (b) any interruption or disruption to your services, and we will attend to the incident as soon as practicable.

7 Defective or unauthorised work

7.1 Authorised connections

Connection to our infrastructure must be approved by us and comply with the conditions we set to ensure the safe and reliable supply of services. The connection must be undertaken by TTV. If you make the connection yourself it will be considered an unauthorised connection and will be disconnected.

7.2 Defective connections

If we become aware of any defective works, we will disconnect your services until it is fixed.

7.3 Building, landscaping and other construction work

Any works, such as excavation, building, landscaping or other construction work that are over, or adjacent to, our infrastructure can impact on our ability to access our infrastructure for essential repairs and maintenance or in the event of an emergency.

You agree to not undertake any of these activities without first requesting our consent. You need to contact us in advance of the work commencing to discuss your plans. Information on the indicative location of our assets is available to you. You are responsible for ensuring that our assets are not damaged during your work. You can find further information on our website or by contacting us using the General Enquiry Process.

Consent for works can be given subject to certain conditions or withheld at our sole discretion. If you do not comply with these requirements, you will be considered to have undertaken unauthorised works.

We may request that you remove any unauthorised works that have the potential to interfere with our infrastructure or access to our infrastructure at your cost. If you do not comply with our request within the required timeframe, we may remove the unauthorised works and charge you the reasonable costs incurred by us in undertaking this work.

Failure to obtain approval or comply with the conditions of an approval may limit our obligation to reinstate the unauthorised works or the obligation for compensation (see clause 10.2) as a result of our need to access our infrastructure.

Properties with an existing water service must remain metered during the period of any excavation, building, landscaping or construction works. The meter must be accessible (as described in clause 9.2) at all times.

7.4 Altering and unauthorised connection or use

In accordance with the TTV Act, or other applicable Law, you must not:

- (a) wrongfully take, use or divert any water from our water infrastructure;
- (b) interfere with the operation of a meter, metering system or prevent a meter from accurately registering the quantity of water supplied by us;
- (c) use an unmetered dedicated fire service supply for any purpose other than firefighting or testing of the fire service.

If you do not comply with the requirements in this clause, we will charge you for the estimated amount of water used.

You must obtain our consent before carrying out any activity that may alter, cause destruction of, damage or interfere with our infrastructure. Such consent is to be at TTV's reasonable discretion.

8 Entry onto your property

8.1 Access to TTV's infrastructure

You must provide us with safe access to your property to allow us to undertake the following types of activities:

- (a) carry out inspection and testing for the purpose of maintaining and repairing our infrastructure, which may be located outside your boundary;
- (b) ensure compliance with this Customer Agreement, or the TTV Act;
- (c) install, read, test, inspect, maintain or replace the meter;
- (d) collect and test water quality;
- (e) test and maintain water quality sampling points; and
- (f) access your property for other purposes set out in the TTV Act or other applicable Law.

8.2 Identification

When we enter your property, our people will carry identification and a certificate of authority authorising the person to enter the property that will be shown to you (or to any person present at the time of access).

8.3 Notice of access

Subject to any provision of this Customer Agreement, we will give you, or the occupier of your property, 2 working days written notice specifying the date and approximate time of our entry onto your property, except where:

- (a) you have agreed to a shorter period;
- (b) in our opinion entry is required urgently;
- (c) we need to investigate a health or safety issue, or

8.4 Impact on customer's property

If we enter your property, we will use our reasonable endeavours to:

- (a) cause as little disruption or inconvenience as possible;
- (b) remove all rubbish and equipment we have brought on to the property; and
- (c) leave the property, as close as possible to its original state or better than the condition that it was found on entry.

Where our activities result in inconvenience, damage or loss to you or your property, you may be entitled to redress as outlined in clause 10.

9 Meter reading, installation, testing and maintenance

9.1 Installing and maintaining the meter

Your property must have a TTV authorised and issued Meter, unless we otherwise agree in writing.

An approved site containment backflow prevention device appropriate to the property's hazard rating must be fitted. Most residential properties with low hazards serviced by a Meter already contain a backflow prevention device as part of the meter. Properties with larger Meters or which have a higher hazard rating, must comply with any additional requirements under our TTV Connection Code for Water Connections. You are required to pay for the ongoing testing and maintenance of the backflow prevention device if required.

Commercial property occupiers and residential property owners are required to notify TTV within 10 working days if the use of the property changes resulting in a change in the backflow hazard rating.

The installed Meter remains our property and we will maintain it. We may charge you for the cost of repair or replacement of the Meter and its assembly if it is damaged by you (other than for normal wear and tear).

You are responsible for installing and maintaining the pipework on your side of the Meter, unless we maintain it under clause 6.1. For further details, refer to the Water Connection Code.

If you are not metered you shall be deemed not to have consumed more than the minimum block.

You must not remove a meter without our consent.

9.2 Access to the meter

We may enter your property without notice to read the Meter. We will provide reasonable prior written notice of our intention to enter your property to test, inspect, maintain or replace the Meter, except where the TTV Act permits us to enter your property without notice (such as where you have consented for us to do so).

You must ensure that the Meter is accessible to our people at all times. The Meter and the visible pipe connected should be clear of concrete, plants, trees, bushes and other obstructions.

If you have not provided reasonable and safe access or the meter is obstructed that it cannot be safely accessed, we will charge you on an estimate of your usage and will also recover the cost of the attempted meter reading.

If you have not provided reasonable and safe access to the meter, we may:

- (a) require you to:
 - (i) relocate the meter at your cost;
 - (ii) install an alternative reading device, which may attract an additional charge;
- (b) seek access at a time suitable to you, which may attract an additional charge;
- (c) take action under clause 5.2 and restrict or disconnect your services until you provide reasonable and safe access around the meter; or
- (d) make other arrangements with you.

9.3 Measuring supply

You will be charged by the quantity of water measured by the meter, unless the meter is faulty, and we are required to adjust what we charge you under clause 4.7.1 or clause 4.7.2.

It is an offence under the TTV Act to tamper with a meter or to divert water in a manner that prevents the meter from recording usage.

If a meter is stopped or damaged, an estimated usage will be calculated on a basis that is representative of your usage pattern.

When the price for water usage is varied it will apply from the start of your next billing cycle.

9.4 Meter replacement

We will replace the meter at no cost to you if the meter:

- (a) is found to be faulty; or
- (b) is replaced as part of a meter replacement program.

We will attempt to notify you at the time of replacement and advise you that a new meter has been installed. A mutually acceptable time will be negotiated with non-residential customers for the replacement of meters, where practicable.

If a meter has been stolen from your property, you are required to advise us immediately of the stolen meter. We will arrange for a new meter to be installed and you will be required to pay any related charges.

10 Redress

10.1 Notification

If you believe we have failed to comply with this Customer Agreement or our activities have resulted in inconvenience, damage or loss to you or your property, you must notify us and we will investigate the matter and provide you with a response. That response will include:

- (a) whether you are entitled to a rebate or other redress options available under this clause;
- (b) the options available to rectify your problem; and
- (c) the availability of compensation under clause 10.2.

10.2 Claim for damages

In the event of physical loss or damage to you or your property as a result of our failure to comply with this Customer Agreement or the TTV Act, we may compensate you for any loss suffered following our investigation of the matter.

If you make a claim for damages, you must specify the nature of the problem and the type of compensation sought. We will require relevant documentation and evidence in support of your claim for damages as part of our consideration of your claim.

We will use reasonable endeavours to acknowledge receipt of your claim within 10 work days including the provision of a case identification number that will assist you with tracking your claim.

We will undertake investigations into the circumstances surrounding the claim/incident and provide a response time for making a decision in regard to your claim.

Within the time indicated, you will be provided with a written assessment of your claim outlining the reasons for the decision and whether any compensation will be paid.

10.3 Guarantees and assurance

The only assurance we make about the goods and services we provide under this Customer Agreement, and the only conditions and warranties included in this Customer Agreement are:

- a) those set out in this Customer Agreement; and
- b) those that we must provide by Law.

10.4 Who should I contact?

10.4.1 Emergency assistance

In the event of a fault, you should contact our 24hour phone number 24479 or hotline number 180.

These number are also listed on your bill and on our website.

10.4.2 General enquiries

If you have an enquiry relating to your account, a bill, payment options, concession entitlements or other information about our services, and you cannot find the answer on our website, you should contact us via the General Enquiry Process or;

- a) Website: totatouvai.co.ck;
- b) Email: support@totatouvai.co.ck

- c) PO Box: 965
- d) Telephone: 24479
- e) In person: At our Head Office