

**SUPPLY AGREEMENT OF THE  
FERNRIDGE WATER SUPPLY ASSOCIATION  
INCORPORATED**

**Between:** Fernridge Water Supply Association Incorporated  
("the Association")

**And:** \_\_\_\_\_  
(Members name and address)  
being a Member of the Fernridge Water Supply Association Inc  
("the Member")

**Background:**

Whereas:

- A. The Association owns and operates a water scheme ("the Scheme") in Upper Plain in the Masterton District which supplies water to Scheme members for household and general use.
- B. Pursuant to the Rules of the Association, members are obliged to enter into a supply agreement with the Association. This is the Supply Agreement.
- C. The Association has agreed to use its best endeavours to supply potable water via the Scheme's reticulation to its members at a metered toby located on or near the property of members subject to members entering into a Supply Agreement.
- D. Water is supplied to members by way of units of water where each unit consists of a right to supply of 1000 litres of water in each 24 hour period. ("the Unit")
- E. The terms and conditions of such supply are set out below under "*Operative Part*".

***Operative Part:***

**The Association:**

- 1. The Association in consideration of a payment by the Member of the levies duly set by the Association from time to time and the Member entering into this Supply Agreement shall use its best endeavours:-
  - 1.1. To supply the Unit or Units of water specified in the Schedule hereto to the property of the Member situated at \_\_\_\_\_

---

*(address and legal description of property)*

And any such Unit or Units shall be supplied to a metered toby installed by the Association at or near the property of the Member on the basis that, up to and including such toby, any reticulation shall be the property and sole responsibility of the Association and that immediately after the toby any reticulation on the land of the Member shall be their sole responsibility.

- 1.2. To take all reasonable steps to ensure that the water supplied to the Member's toby is potable and is supplied in accordance with health and safety requirements.
- 1.3. To administer the Scheme in a manner consistent with any relevant statutory or regulatory requirements.
2. In the event of any disruption of the supply of water to the toby of any member, the Management Committee shall be obliged to use its best endeavours to ensure that all reasonable steps are taken to reinstate the supply as soon as practicable consistent with any regulatory health and safety requirements.
3. The Association shall in accordance with regulatory requirements arrange for the regular testing of Scheme water. In the event of such testing indicating any defects in water quality that could affect health or safety, the Association shall take all reasonable steps to promptly notify members and to remedy any such defects as soon as practicable.

Provided that the Member hereby acknowledges and accepts that (other than the Association using its best endeavours), neither the Association nor anyone serving at any time on the Management Committee of the Association gives any guarantee or undertaking as to continuity of supply or as to the quality of the water supplied.

**The Member:**

4. In consideration of the supply of water via the Scheme by the Association, the Member hereby:-
  - 4.1. Agrees to pay any levies or charges set by the Association.
  - 4.2. Acknowledges and accepts that failure to pay within 60 days of request for payment of any levies or charges set by the Association shall entitle the Association, without further notice, to terminate this agreement and cease the supply of Scheme water.

- 4.3. Agrees that any person or persons authorised by the Association or the Management Committee of the Association may enter 'as of right' onto the land of any Member for the purpose of monitoring or inspecting or maintaining or improving anything directly or indirectly connected to the Scheme or its operation or administration such that any such entry shall not constitute a trespass provided that such entry shall ordinarily occur upon reasonable notice being given to the Member unless there is an emergency relating either to safety or health or to the proper maintenance of or statutory compliance of the Scheme in which event entry may occur without any prior notice to the Member.
- 4.4. Agrees that the Association shall be entitled at any time to cease supply in order to:-
- 4.4.1. Carry out maintenance or improvements to the Scheme.
  - 4.4.2. Address any issues relating to water quality.
  - 4.4.3. Deal with any health and safety requirements.
- 4.5. Agrees that the Association shall be entitled at any time to take all reasonable or necessary steps to ensure compliance by the Member or by any other member of the Association :-
- (a) with any terms of this agreement or the terms of any agreement with any other member.
  - (b) with any health and safety requirements.
  - (c) with anything reasonably required by the Management Committee of the Association.
- 4.6. Acknowledges and agrees that the Association shall be entitled to place on the land owned or occupied by the Member any toby or pipes or related reticulation or any equipment incidental to the efficient & safe operation of the Scheme necessary to enable supply of potable water to the Member and/or to other members of the Scheme.

Any such toby piping and related reticulation & equipment (other than any reticulation from immediately after the toby of the Member to the Scheme which shall be the sole responsibility of the Member) shall be owned and maintained by the Association at its sole expense provided that the Association shall reasonably consult with the Member in relation to the

placement of any reticulation or incidental equipment on the land owned or occupied by the Member and shall, in any event, place any such pipes or related reticulation or equipment on the land owned or occupied by the Member so as to interfere as least as possible with the use and enjoyment by the Member of their land AND FURTHER, if called upon to do so by the Association, the Member shall grant an Easement in Gross in favour of the Association over the land of the Member sufficient to allow the installation of reticulation for the piping of Scheme water over or under the land of the Member (whether for the benefit of the Member or any other Member of the Association or the Scheme generally) and giving the Association the right to convey water over the land of the Member via such reticulation provided that all legal costs incidental to any such grant of any such Easement in Gross shall be met solely by the Association and the installation and location of any such reticulation on the land of the Member shall be installed solely at the expense of the Association and shall be located on the land of the Member as the Member might reasonably require so as to not unduly interfere with the Member's use and enjoyment of their land.

- 4.7. Agrees that they shall have a metered water toby on or near their land provided by the Association and that all water supplied on to their land shall be delivered to such toby but accepts that any reticulation after the toby on the land of the Member shall be the sole responsibility and at the sole risk of the Member. Further the Member agrees, other than turning 'on or off' any taps in the toby, to not interfere in any way whatsoever with the toby or with the meter or pipework or the restrictor valve in the toby without the express prior consent of the Management Committee of the Association. The Member agrees that such prohibition of interfering with the toby and its associated reticulation is essential to the integrity of the Scheme and the associated health and safety interests of themselves and all other members of the scheme. Accordingly the Member hereby acknowledges that any such unauthorised interference shall, other than in an emergency, be sufficient grounds for the Association to terminate supply.
- 4.8. Agrees that they shall have installed on their land a water storage tank (which shall be fitted with a working ballcock) that is acceptable to the Management Committee of the Association and that all water supplied to their toby shall be reticulated directly to such storage tank before it is otherwise used on their land. Further the Member agrees to keep the toby and the storage tank fittings free of vegetation or other impediment so as to facilitate ease of inspection and of maintenance.

- 4.9. Agrees that they or any other person on their land is not permitted to draw water from the Scheme or connect into the Scheme's reticulation other than via the toby on or near their land AND that any connecting to or drawing of water from the Scheme's reticulation prior to water reaching their toby is entirely prohibited and, if it occurs, the Member acknowledges that shall be sufficient grounds for the Association to immediately terminate the supply of water to the Member and to require the Member to reimburse the Association for any expenses incidental to such termination and/or from any relocation of reticulation that becomes necessary resulting in any way whatsoever from such termination.
- 4.10. Agrees that they will ensure that water supplied by the Association is not wasted by ensuring the ballcock in the storage tank is properly maintained.
- 4.11. Agrees that the water supplied by the Association shall be used in accordance with best water conservation practices; including in accordance with any terms of the Water Consent of the Wellington Regional Council (or any other consenting body) held by the Association.
- 4.12. Agrees to comply with any notices issued by the Management Committee of the Association or by any health or water authority relating to the safe or healthy use or management of water supplied by the Scheme.
- 4.13. Agrees that neither the Association nor any of its officers shall be liable to the Member in any way whatsoever in respect:-
- (a) of any disruption in the continuity of supply of water by the Association
  - (b) any defect in the quality of the water (or anything arising therefrom) supplied by the Association.
  - (c) anything done in relation to the operation of the Scheme or administration of the affairs of the Association.
- 4.14. Agrees that non-compliance with or any breaches of the terms of this agreement by the Member shall entitle the Association:-
- 4.14.1. to disconnect the Member from the Scheme but that any such disconnection shall be 'without prejudice' to the right of the Association to collect or enforce any outstanding levies or payments due and owing to the Association by the member Provided That the Member shall be given a reasonable opportunity to submit to the Management Committee any reasons as to why supply of water to their property should not be disconnected excepting where any non-

compliance or breach gives rise to serious health and/or safety concerns then disconnection may be effected immediately without the Member being given any notice or any opportunity to submit reasons to not disconnect to the Management Committee.

- 4.14.2. to claim from the Member any costs reasonably incurred arising directly or indirectly from any such non-compliance or breaches by the Member with any term of this Supply Agreement.

For the avoidance of any doubt, the Member shall, unless the Management Committee determines otherwise, be responsible for any non-compliance or breaches in relation to this Agreement to Supply occurring on their property irrespective of whether or not they personally failed to comply or were personally responsible for any such breaches (excepting in respect of any breaches or failures for which the Association itself may itself be responsible) provided that at its sole discretion the Association may waive any such non-compliance or breach by the Member or by anyone on their land if it at its sole discretion it would, having regard to all the circumstances, be fair and reasonable to do so.

- 4.15. Agrees that they shall promptly notify the Association of any breakages or any problems that might arise of which they become aware in respect of any Scheme reticulation (or related equipment) on their land.

- 4.16. Agrees that upon any sale of the land subject of supply that they shall either:-

4.14.1 Assign this agreement to the purchaser or have the purchaser sign a separate agreement on the same terms as this one so as to bind the purchaser to the terms of this agreement and submit the same to the Secretary of the Association on or before the date for settlement of sale of their property.

OR

4.14.2 Obtain the consent of the purchaser to the continued placement on the land of any piping or associated reticulation of the Scheme together with right of access on reasonable notice by the Association or its duly appointed agents to maintain any such piping or related reticulation provided that any purchaser entering into a Supply Agreement with the Association shall constitute such consent. In the event the Member is for any reason unable to obtain such consent from any purchaser of their land then the Association shall be entitled to require the Member to provide a general easement as provided in clause 4.6 above.

- 4.17. Agrees not to interfere with the Scheme in any way that might adversely impact on the Scheme reticulation or on the quality of the water supplied by the Scheme.
5. The Member acknowledges that the Unit/s referred to in the Schedule remain at all times the property of the Association subject to the Member being entitled to use such Unit/s during the term of this Supply Agreement provided that the Member may at any time offer back to the Association any such Unit/s and, if the Association elects to accept such offer, then the Association will pay to the Member entitled to any such Unit/s a sum the Management Committee shall set in each financial year in respect of the sum payable for any units offered back to it but which sum shall, in any event, be not less than fifteen hundred dollars (\$1500 plus GST if any).
  6. In the event any Member subdivides their property then, subject to the consent of the Association (and which such consent shall not be unreasonably refused), the Member may transfer any of their Unit/s to any of the subdivided properties arising from any such subdivision provided that all the reasonable costs of connecting any of the subdivided properties shall be the sole responsibility of the Member.
  7. The Member shall be responsible for payment of charges set by the Management Committee in any financial year in respect of maintenance or improvement of the Scheme.
  8. Any notice from the Association to any Member shall be deemed to have been served upon any Member once either it has been either posted to the last known address of the Member or when it has been affixed to any gate or fence at the boundary of the land of the Member or has been sent to the last known email address of the Member; whichever method the Secretary of the Association elects.  
  
Any notice by the Member to the Association shall be effected by personal service on the Secretary of the Association.
  9. Any communication from any Member to the Association shall be forwarded via the Secretary of the Management Committee of the Association.

**The Common Seal of the Fernridge Water Supply Association Inc.  
was affixed hereto in the presence of**

\_\_\_\_\_  
Chair or Member of the Management Committee  
Fernridge Water Supply Association Inc

\_\_\_\_\_  
Secretary  
Fernridge Water Supply Association Inc.

**Signed by the Member**  
in the presence of

\_\_\_\_\_

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Full name of witness

\_\_\_\_\_  
Address



**SCHEDULE***(Setting out water unit entitlement)*

The Member is entitled to \_\_\_\_\_ Unit/s of water supplied to their address at

---