

CUSTOMER CONTRACT

RECYCLED WATER SUPPLY SERVICE AND SEWERAGE SERVICE – TERMS AND CONDITIONS

This contract is comprised of the Details and the Terms and Conditions.

1 Contract

- (a) This contract commences on the Contract Commencement Date and ends in accordance with clause 26.
- (b) This contract is a legally enforceable document.
- (c) The Customer must comply with any operational requirements notified to the Customer by the Supplier from time to time relating to the Recycled Water Supply Service or the Sewerage Service which the Supplier considers are necessary for the proper provision of the Recycled Water Supply Service or the Sewerage Supply Service.
- (d) The Supplier may make variations to this contract that are reasonably necessary to protect the legitimate interests of the Supplier or the Customer:
 - (i) from time to time;
 - (ii) without the Customer's consent; and
 - (iii) by notice to the Customer.

2 Recycled Water Supply Service

- (a) The Recycled Water Supply Service commences on the Recycled Water Supply Service Commencement Date.
- (b) The Supplier must supply the Property with Recycled Water except where there is a Planned Interruption, an Unplanned Interruption, a Recycled Water Restriction, the Supplier is entitled to disconnect the Property from the Recycled Water Main or Restrict the Recycled Water Supply Service or there is an event that is beyond the Supplier's reasonable control.
- (c) The Recycled Water is not drinking water and the Customer must ensure that the Recycled Water is not used for human or animal consumption.
- (d) The Customer must ensure that the Recycled Water is only used for the following purposes:
 - (i) irrigating gardens; and
 - (ii) flushing toilets.
- (e) The Customer releases the Supplier from all liability in connection with a failure by any person to use the Recycled Water in accordance with this contract or the information the Supplier gives the Customer from time to time.

3 Sewerage Service

- (a) The Sewerage Service commences on the Sewerage Service Commencement Date.
- (b) The Supplier must supply the Customer with the Sewerage Service except where there is a Planned Interruption, an Unplanned Interruption, the Supplier is entitled to disconnect the Property from the Sewer Main or Restrict the Sewerage Service or there is an event that is beyond the Supplier's reasonable control.

4 Charges

- (a) The Customer must pay the Charges to the Developer in accordance with this contract and in accordance with each bill the Customer receives from the Developer.
- (b) The Developer may change the Ongoing Charges from time to time upon notice to the Customer.
- (c) The Customer acknowledges and agrees that the Charges are set by the Developer.

5 Maintenance, Planned Interruptions, Unplanned Interruptions and Recycled Water Restrictions

- (a) If the Supplier undertakes any Maintenance of the Supplier's Recycled Water Infrastructure or the Supplier's Sewerage Infrastructure, the Recycled Water Supply Service or the Sewerage Service may temporarily be restricted or temporarily become unavailable to the Property.
- (b) If there is an Unplanned Interruption to the Recycled Water Supply Service or the Sewerage Service, the Supplier must use reasonable endeavours to:
 - (i) notify the Customer of the Unplanned Interruption;
 - (ii) provide the Customer with an alternative arrangement to the Recycled Water Supply Service or the Sewerage Service where such an alternative is necessary for basic hygiene; and
 - (iii) notify the Customer of the restoration of the Recycled Water Supply Service or the Sewerage Service once the Unplanned Interruption has ceased.
- (c) The Supplier:
 - (i) may need to implement Planned Interruptions to the Recycled Water Supply Service or the Sewerage Service from time to time to allow for planned or regular Maintenance of the Supplier's Recycled Water Infrastructure or the Supplier's Sewerage Infrastructure; and
 - (ii) must use reasonable endeavours to give the Customer prior notice of any Planned Interruption.

- (d) The Supplier may Restrict the Recycled Water Supply Service where there is a Recycled Water Restriction and the Supplier must use reasonable endeavours to:

- (i) give the Customer prior notice of any Recycled Water Restriction;
- (ii) provide the Customer with an alternative supply of water where such an alternative is necessary for basic hygiene; and
- (iii) notify the Customer of the cessation of the Recycled Water Restriction.

6 Customer connections

The Customer, at its cost:

- (a) must, to the extent not installed at the Contract Commencement Date, install the Property's Recycled Water Infrastructure and the Property's Sewerage Infrastructure; and
- (b) must ensure that such installation:
 - (i) is performed by a licensed plumber;
 - (ii) complies with the Plumbing and Drainage Code of Practice;
 - (iii) complies with any relevant requirements of the Community Management Statement; and
 - (iv) is carried out in accordance with the relevant requirements of the Supplier's Recycled Water and Sewerage Infrastructure Installation Process and Manual.

7 Payment assistance

- (a) Where government policy requires that payment assistance, discounts and rebates be made available for the supply of water or the provision of sewerage services, the Developer must make such payment assistance, discounts and rebates available to the Customer, provided that the Customer meets all relevant requirements and provides the necessary documentation that makes the Customer eligible for such assistance.
- (b) The following payment assistance, discounts and rebates are available as at the Contract Commencement Date:
 - (i) pensioner concessions; and
 - (ii) a financial hardship program.
- (c) If the Customer considers that it may be entitled to payment assistance, it is the Customer's obligation to notify and provide the Developer with all documentation necessary to entitle the Customer to such assistance.

8 Bills

- (a) The Developer will bill the Customer for the One-off Charges upon the Contract Commencement Date.
- (b) The Developer will bill the Customer for the Ongoing Charges quarterly in arrears, with the quarters ending on 31 March, 30 June, 30 September and 31 December.
- (c) The Developer will bill the Customer for the Recycled Water Usage Charge with effect from the Recycled Water Supply Service Commencement Date. Where the Recycled Water Supply Service Commencement Date is a date other than the first day of a quarter set out in clause 8(b), the bill for the relevant quarter, to the extent it relates to the Recycled Water Usage Charge, will be for the period from the Recycled Water Supply Service Commencement Date to the end of the quarter.
- (d) The Developer will bill the Customer for the Sewerage Service Quarterly Supply Charge with effect from the Sewerage Service Commencement Date. Where the Sewerage Service Commencement Date is a date other than the first day of a quarter set out in clause 8(b), the bill for the relevant quarter, to the extent it relates to the Sewerage Service Quarterly Supply Charge, will be for the period from the Sewerage Service Commencement Date to the end of the quarter.
- (e) All Charges, whether related to the Recycled Water Supply Service or the Sewerage Service, will be billed on the same bill.
- (f) Each bill must contain the following information:
 - (i) past and present consumption of Recycled Water;
 - (ii) the billing period to which the bill applies;
 - (iii) the date payment is due; and
 - (iv) the manner in which payment may be made.
- (g) The bills will be sent to the Customer's mailing address provided in Item 3 of the Details, or another address (including an email address) the Customer notifies the Developer of in writing, in which case the bills will be sent to the last address notified to the Developer in writing prior to the date the bill is issued.

9 Payment of bills

- (a) The Customer must pay the Developer the amount specified as due on a bill by the due date specified on that bill.
- (b) The Developer must make the following methods of payment available to the Customer:

- (i) direct debit;
 - (ii) electronic funds transfer; and
 - (iii) credit card.
- (c) The Customer is prohibited from paying a bill in cash or by cheque or money order.

10 Undercharging

Where the Developer has undercharged the Customer by including an amount on a bill that is less than the amount the Customer is liable to pay, the Developer may adjust any subsequent bill by adding the whole or any part of the undercharged amount to that bill.

11 Overcharging

Where the Developer has overcharged the Customer by including an amount on a bill that is more than the amount the Customer is liable to pay, the Developer must credit the Customer with the overcharged amount in the Customer's next bill and, if necessary, any of the Customer's subsequent bills.

12 Late payment of bills

- (a) If the Customer fails to pay a bill by the due date, the Developer may send the Customer a reminder notice stating that payment is immediately due and that the Customer should contact the Developer if the Customer is having difficulty making the payment.
- (b) If the Customer fails to comply with the reminder notice, the Developer may send the Customer a final reminder notice stating that, if the Customer fails to pay the outstanding amount by the date of issue of the subsequent bill, the subsequent bill will include the amount due for that quarter, the outstanding amount due for the previous quarter and the Late Payment Fee.
- (c) If the Customer fails to pay an outstanding amount, the recovery of that amount by the Developer will be subject to the Code of Practice for Debt Collection.
- (d) The Supplier must not:
 - (i) disconnect the Property from the Recycled Water Main or the Sewer Main; or
 - (ii) reduce the flow of Sewage into the Sewer Main below that necessary for basic hygiene,
 as a consequence of the Customer's non-payment of an outstanding amount to the Developer.

13 Disconnection or restriction by the Supplier

The Supplier may disconnect the Property from the Recycled Water Main or the Sewer Main or Restrict the Recycled Water Supply Service or the Sewerage Service in the following circumstances:

- (a) the Customer has breached this contract except for a breach by non-payment of an outstanding amount;
- (b) matter has been discharged into the Property's Sewerage Infrastructure that is a Prohibited Substance or that poses a serious health or environmental risk;
- (c) the Customer has not installed a backflow prevention device prior to connecting to the Recycled Water Infrastructure;
- (d) the Customer's use of the Recycled Water is in breach of a Recycled Water Restriction; or
- (e) where the Supplier is entitled or required to Restrict or to discontinue supply of the Recycled Water Supply Service or the Sewerage Service under an applicable law.

14 Disconnection by the Customer

The Customer may not disconnect the Property from the Recycled Water Main or the Sewer Main without the Supplier's consent.

15 Maintenance and works

- (a) The Customer is responsible for Maintaining the Property's Recycled Water Infrastructure and the Property's Sewerage Infrastructure, including any damage caused by a failure of the Property's Recycled Water Infrastructure or the Property's Sewerage Infrastructure.
- (b) The Supplier is responsible for Maintaining the Supplier's Recycled Water Infrastructure and the Supplier's Sewerage Infrastructure.
- (c) All Maintenance for which the Customer is responsible must be undertaken by a licensed plumber, in accordance with the Plumbing and Drainage Code of Practice and any relevant requirements of the Community Management Statement.
- (d) If the Supplier becomes aware of any defective or unauthorised work to the Supplier's Recycled Water Infrastructure, the Property's Recycled Water Infrastructure, the Supplier's Sewerage Infrastructure or the Property's Sewerage Infrastructure that in the Supplier's opinion is likely to impact on the effective operation of the Supplier's Recycled Water Infrastructure or the Supplier's Sewerage Infrastructure:
 - (i) the Supplier may, by notice, require the Customer to rectify the defective or unauthorised work within a reasonable time; and
 - (ii) if the Customer does not comply with the notice, the Supplier may rectify the defective or unauthorised work and may bill the Customer for the cost incurred by the Supplier in undertaking such work.
- (e) The Customer must immediately inform the Supplier of any failure of the Supplier's Recycled Water Infrastructure or the Supplier's

Sewerage Infrastructure of which the Customer becomes aware.

- (f) The Customer must not undertake or allow any work on the Property which may interfere with, obstruct access to or damage the Supplier's Recycled Water Infrastructure or the Supplier's Sewerage Infrastructure.
- (g) If a tree on the Property is obstructing or damaging the Supplier's Recycled Water Infrastructure or the Supplier's Sewerage Infrastructure, or is reasonably likely to do so, the Supplier may require the Customer to remove the tree, or that the Customer take action to minimise the potential damage, at the Customer's cost. Where the Customer fails to remove the tree or take such action within a reasonable time, the Supplier may remove the tree or take action to minimise the potential damage, and bill the Customer for the costs incurred by the Supplier in undertaking such removal or action.

16 Prohibited Substances and blockages

- (a) The Customer must ensure that a Prohibited Substance is never discharged into the Property's Sewerage Infrastructure.
- (b) If Maintenance of the Property's Sewerage Infrastructure is required because of the discharge of a Prohibited Substance into the Property's Sewerage Infrastructure:
 - (i) the Supplier may, by notice, require the Customer to carry out the Maintenance within a reasonable time; and
 - (ii) if the Customer does not comply with the notice, the Supplier may carry out the Maintenance and may bill the Customer for the cost incurred by the Supplier in undertaking the Maintenance.
- (c) If Maintenance of the Supplier's Sewerage Infrastructure is required because of the discharge of a Prohibited Substance into the Property's Sewerage Infrastructure, the Supplier may bill the Customer for the cost incurred by the Supplier in undertaking the Maintenance
- (d) The Customer must notify the Supplier as soon as possible if it becomes aware that there is, or may be, a blockage in the Supplier's Sewerage Infrastructure.
- (e) Blockages in the Supplier's Sewerage Infrastructure will be removed by the Supplier at the Supplier's cost, except to the extent that the Customer has caused or contributed to the blockage. The Developer may bill the Customer for any cost incurred by the Supplier in removing such a blockage to the extent that the Customer has caused or contributed to the blockage.
- (f) If a blockage occurs in the Property's Recycled Water Infrastructure or the Property's Sewerage Infrastructure, the Customer must remove the blockage at the Customer's cost. The Customer must engage a licensed plumber to remove such a blockage.

17 Supplier's access

- (a) The Supplier may enter and remain on the Property, together with any Equipment necessary for the purpose, for a reasonable time, to Maintain the Supplier's Recycled Water Infrastructure or the Supplier's Sewerage Infrastructure or to read the meter which measures the use of the Recycled Water at the Property.
- (b) Except in circumstances which involve an emergency or danger to public safety or property, the Supplier must use reasonable endeavours to give the Customer prior notice that the Supplier intends to enter the Property to Maintain the Infrastructure including information regarding the Maintenance to be undertaken. For the avoidance of doubt, the Supplier is not required to give the Customer notice that the Supplier intends to enter the Property to read the meter which measures the use of the Recycled Water at the Property.

18 Water meters

- (a) The Supplier must, at the Customer's cost, install a meter to measure the use of Recycled Water at the Property.
- (b) Subject to clause 18(c), if the meter is stopped or damaged, the Supplier may:
 - (i) estimate consumption based on the Customer's prior consumption; or
 - (ii) where such estimation cannot reasonably be made, the Supplier may negotiate with the Customer a mutually agreeable adjustment of charges based on an estimated reading.
- (c) If the Supplier determines, acting reasonably, that the meter has been damaged by the Customer or any visitor to, or occupant of, the Property:
 - (i) despite clause 18(b), the Supplier may charge the Customer an additional unmetered service charge; and
 - (ii) any Maintenance arising from that damage may be performed by the Supplier and the Developer may bill the Customer for the cost incurred by the Supplier in undertaking the Maintenance.
- (d) If the Customer considers that the meter is not accurately recording Recycled Water passing through it, the Customer may request that the Supplier test it and:
 - (i) except where clause 18(d)(ii) applies, the Customer will be responsible for the costs of the test and the Supplier may bill the Customer for the cost incurred; or

- (ii) if the test shows that the meter is over recording, by more than 5% of the actual quantity of water passing through it, the Supplier must:
 - (A) repair or replace the meter; and
 - (B) cause the Developer to adjust the Customer's bills in accordance with clause 11 and by calculating the measurement error on a basis which is representative of the Customer's prior consumption.
- (e) The Customer must ensure that the meter is reasonably accessible to the Supplier for the purpose of reading the meter.
- (f) If the Customer has not provided the Supplier with reasonable access to the Customer's meter, the Developer may bill the Customer on an estimate of the Customer's usage and the Developer may bill the Customer for the cost incurred for the attempted meter reading.
- (g) Subject to clause 18(c), the Supplier must replace the meter at no cost to the Customer if the meter:
 - (i) is found to be defective; or
 - (ii) can no longer be reasonably maintained.

19 Technical details

- (a) The following information is provided pursuant to the Regulation and is set out in Item 8 of the Details:
 - (i) the water sources the Supplier derives Recycled Water from;
 - (ii) the rate at which Recycled Water is to be available for supply to the Property;
 - (iii) the minimum pressure at which Recycled Water is to be supplied; and
 - (iv) the rate at which matter may be discharged into the Sewer Main from the Property.
- (b) The Supplier has taken the following precautions to prevent cross-contamination with other water: separate pipes, coloured, backwash plugs/stoppers.
- (c) The Customer must take the Recycled Water Cross Contamination Precautions to prevent cross-contamination with other water and contamination of any water source in relation to the Recycled Water.
- (d) The Customer must take the Sewerage Service Precautions to prevent contamination of any water source in relation to the Sewerage Service.

20 Disputes

- (a) If the Customer has a dispute regarding the Recycled Water Supply Service or the Sewerage Service, the Customer must contact the Supplier, either by:
 - (i) telephone using the telephone number specified in Item 2 of the Details or as changed by the Supplier from time to time by notice to the Customer; or
 - (ii) by writing to the Supplier at the mailing address, facsimile number or email address specified in Item 2 of the Details or as changed by the Supplier from time to time by notice to the Customer.
- (b) The Supplier must deal with disputes in accordance with the Code of Practice for Complaints Handling.
- (c) The Customer may apply to the Supplier for a review of a decision by the Supplier in relation to any matter arising under this contract. If the Supplier does not make a decision on a Customer's application for a review of a dispute within 20 Business Days after the application is made, the Supplier is deemed to have refused to alter the decision which gave rise to the dispute. For the avoidance of doubt, contact made by the Customer under clause 20(a) is not an application for the purposes of this clause 20(c).
- (d) The Customer may apply to the Ombudsman for review of a dispute, provided that the Customer has made an application under clause 20(c) and either:
 - (i) the Supplier has made a decision on the application within 20 Business Days after the application was made; or
 - (ii) the Supplier has not made a decision on the application within 20 Business Days after the application was made.
- (e) The Supplier must comply with any decision of the Ombudsman in relation to a dispute.

21 Swimming pools

- (a) The Customer must ensure that any swimming pool on the Property is not filled with Recycled Water.
- (b) If the Customer has, or intends to have, a swimming pool at the Property, the Customer must comply with the Swimming Pool Rules.

22 GST

- (a) Words used in this clause that are defined in the GST Law have the meaning given in that legislation.
- (b) Unless otherwise specified, all amounts payable under this contract are exclusive of GST and must be calculated without regard to GST.
- (c) If a supply made under this contract is a taxable supply, the recipient of that taxable supply (**Recipient**) must, in addition to any other consideration, pay to the party making the taxable supply (**Provider**) the amount of GST in respect of the supply.

- (d) The Recipient will only be required to pay an amount of GST to the Provider if and when the Provider provides a valid tax invoice to the Recipient in respect of the taxable supply.
- (e) If there is an adjustment to a taxable supply made under this contract then the Provider must provide an adjustment note to the Recipient.
- (f) The amount of a party's entitlement under this contract to recovery or compensation for any of its costs, expenses or liabilities is reduced by the input tax credits to which that party is entitled in respect of those costs, expenses or liabilities.

23 Supplier's liability

The Supplier's liability to the Customer is, to the extent permitted by law, limited to:

- (a) replacing the goods and services to which the Supplier's breach relates; or
- (b) at the Supplier's option, paying the Customer the cost of replacing those goods, or having the services supplied again.

24 Assignment and novation

- (a) Each of the Supplier and the Developer may assign their rights, benefits and interests under this contract or any payment or any other right, benefit or interest under this contract without the Customer's approval.
- (b) The Customer agrees that at any time prior to this contract ending:
 - (i) the Supplier or the Developer may be replaced by another WICA Licensee; or
 - (ii) the Developer may be replaced by the Supplier, by way of a novation of this contract.
- (c) The novation date will be the date which the Supplier or the Developer, as applicable, notifies to the Customer, and on and from that date:
 - (i) subject to clause 24(c)(ii), the novatee will be a party to this contract instead of the Supplier or the Developer, as applicable, and all references in this contract to the Supplier or the Developer, as applicable, will be read as references to the novatee;
 - (ii) with respect to the obligations of the Supplier or the Developer, as applicable, under this contract immediately prior to the novation date, the novatee will perform those obligations to the extent not performed as at the novation date; and
 - (iii) with respect to the obligations of the Customer under this contract immediately prior to the novation date, the Customer must perform those obligations to the extent not performed as at the novation date.

25 Customer's obligations on sale of Property

- (a) The Customer must:
 - (i) the exchange and settlement of a contract for sale of the Property; or
 - (ii) prior to the transfer of ownership of the Property from the Customer to another person where there is no contract for sale, provide the Supplier with the name and contact details of the purchaser of the Property.
- (b) The Customer must:
 - (i) before settlement of a contract for sale of the Property; or
 - (ii) prior to the transfer of ownership of the Property from the Customer to another person, where there is no contract for sale, provide any Disclosure Notice provided to the Customer by the Supplier to the intended new owner of the Property. The Customer is appointed as the agent of the Supplier for the purpose of so providing the Disclosure Notice.
- (c) The Customer must:
 - (i) before settlement of a contract for sale of the Property; or
 - (ii) prior to the transfer of ownership of the Property from the Customer to another person where there is no contract for sale, obtain and provide to the Supplier an executed version of any unexecuted customer contract between the Supplier and the new owner of the Property provided to the Customer or its representative by the Supplier before such settlement or transfer.

26 Termination

This contract will end on the earlier of:

- (a) the date on which the Developer notifies the Customer that the agreement between the Developer and the Supplier under which the Supplier is obliged to provide the Recycled Water Supply Service and the Sewerage Service to the Customer has ended; and
- (b) the date which is the later of:
 - (i) the date on which the Customer is no longer the registered proprietor of the Property; and
 - (ii) the date on which the Customer complies with clause 25.

27 General

- (a) This contract constitutes the entire agreement between the Customer, the Supplier and the Developer regarding the matters set out in it.
- (b) If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this contract without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.
- (c) The laws applicable in New South Wales govern this contract. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

28 Dictionary

This clause defines certain terms used in this contract.

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| Act | the Water Industry Competition Act 2006 (NSW). |
| Bingara Gorge | means the land situated in folio identifiers DP270536, DP1104390, DP280010, DP280014 and DP1108927. |
| Business Day | any day that is not a Saturday, Sunday or public holiday in New South Wales. |
| Charges | the charges set out in Item 7 of the Details, as may be changed by the Supplier from time to time, and any additional unmetered service charge under clause 18(c). |
| Code of Practice for Complaints Handling | the Supplier's code of practice for complaints handling, as amended from time to time, a current copy of which is available on the Website. |
| Code of Practice for Debt Collection | the Supplier's code of practice for debt collection, as amended from time to time, a current copy of which is available on the Website. |
| Community Management Statement | the community management statement registered with DP270536. |
| Connection Points | the connection points described in Item 8 of the Details. |
| Contract Commencement Date | the date of commencement of this contract, as specified in Item 5 of the Details. |
| Customer | the person named in Item 3 of the Details. |
| Details | the details page that accompanies this contract. |
| Developer | the person named in Item 4 of the Details. |
| Disclosure Notice | a disclosure notice under clauses 14(5) and 19(4) of Schedule 2 of the Regulation. |
| Equipment | materials, tools, implements, machinery and vehicles. |
| GST | means any form of goods and services tax payable under the GST Law. |
| GST Law | means the A New Tax System (Goods and Services Tax) Act 1999 (Cth). |
| Item | a numbered item in the Details. |
| Late Payment Fee | the fee specified in Item 7 of the Details or as notified by the Supplier to the Customer from time to time. |
| Maintain | includes repair, maintain, test, examine, clean, relay, renovate, alter, renew, reinstate, replace, remove without replacing, install or construct. |
| Ombudsman | the Energy and Water Ombudsman NSW or a replacement ombudsman under a replacement approved ombudsman scheme pursuant to the Act. |
| One-off Charges | means the Recycled Water Supply Service and Sewerage Service Connection Charge and the Sewerage Service Administration Set-up Charge. |
| Ongoing Charges | the Recycled Water Usage Charge, the Sewerage Service Quarterly Supply Charge and any additional unmetered service charge under clause 18(c). |
| Ownership Point | where the Property's Sewer System is a pressure sewer system, the relevant "Pressure reticulation sewer street main collection system" (as indicated at 1 on the Pressure Sewer House Service Installation Drawing). |
| Planned Interruption | an interruption to the Recycled Water Supply Service or the Sewerage Service initiated by the Supplier. |
| Plumbing and Drainage Code of Practice | has the meaning given under the Regulation being, at the Contract Commencement Date, Edition No. 3 of the code of practice produced by the Committee on Uniformity of Plumbing and Drainage Regulations in New South Wales on 1 July 2006 under the title "New South Wales Code of Practice for Plumbing and Drainage". |

Premises the premises at the Property to which:

- (a) the Supplier's Sewerage Infrastructure is connected through the Property's Sewerage Infrastructure; and
- (b) the Supplier's Recycled Water Infrastructure is connected through the Property's Recycled Water Infrastructure.
- the drawing set out in Annexure A to this contract.

Pressure Sewer House Service Installation Drawing

Prohibited Substance

a substance which may damage or block the Supplier's Sewerage Infrastructure or the Property's Sewerage Infrastructure as set out in the Prohibited Substance Rules.

Prohibited Substance Rules

the Supplier's requirements regarding Prohibited Substances, as amended from time to time, a current copy of which is available on the Website.

Property

the Customer's property specified in Item 1 of the Details.

Property's Pressure Sewer System Infrastructure

where the Property's Sewer System is a pressure sewer system:

- (a) any part of the Property's Sewerage Infrastructure located between and including the relevant Ownership Point and the relevant "Property connection sewer and inspection shaft" (as indicated at 8 on the Pressure Sewer House Service Installation Drawing);
- (b) the relevant "Control/Alarm Panel" (as indicated on the Pressure Sewer House Service Installation Drawing) located on the exterior of the Premises; and
- (c) the relevant electrical cable between the exterior of the Premises and the relevant grinder pump (as indicated on the Pressure Sewer House Service Installation Drawing) but excluding the electrical conduit in which that cable is located.

Property's Recycled Water Infrastructure

all water pipes, water fittings and other water infrastructure that is located between the Connection Point and the Premises excluding any meter.

Property's Sewer System

either the gravity sewer system or the pressure sewer system, as specified in Item 8 of the Details.

Property's Sewerage Infrastructure

all sewer pipes, sewer fittings and other sewer infrastructure:

- (a) where the Property's Sewer System is a gravity sewer system, that is located between the Connection Point and the Premises; or
- (b) where the Property's Sewer System is a pressure sewer system, that is located between the Ownership Point and the Premises excluding the Property's Pressure Sewer System Infrastructure.

Recycled Water

potable water or water obtained from the processing of Sewage.

Recycled Water Cross Contamination Precautions

the Supplier's requirements regarding prevention of cross contamination with other water contamination of any water source in relation to the Recycled Water, as amended from time to time, a current copy of which is available on the Website.

Recycled Water Main

such part of the Supplier's Recycled Water Infrastructure as comprises the main pipe from which Recycled Water is distributed to the Property.

Recycled Water Restriction

a restriction on the supply of Recycled Water supplied by the Supplier due to a shortage of Recycled Water, declared by the Supplier.

Recycled Water Supply Service

the supply of Recycled Water to the Property.

Recycled Water Supply Service and Sewerage Service Connection Charge

the charge specified in Item 7 of the Details.

Recycled Water Supply Service Commencement Date

the date of commencement of the Recycled Water Supply Service, specified in Item 6(a) of the Details.

Recycled Water Usage Charge

the charge specified in Item 7 of the Details, as may be changed by the Supplier from time to time.

Regulation

the Water Industry Competition (General) Regulation 2008 (NSW).

Restrict

restrict or make unavailable the Recycled Water Supply Service or the Sewerage Service.

Retail Supplier's

the retail supplier's licence issued to Veolia under the

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|---|---|
| Licence | Act. |
| Settlement Date | the date on which the Customer's purchase of the Property under a contract for sale settles. |
| Sewage | all liquids and any substances in them, which may be produced by the use of toilets, hand basins, urinals, sinks, baths, showers, washing machines and similar items when used by persons for their personal hygiene. |
| Sewer Main | such part of the Supplier's Sewerage Infrastructure as comprises the main pipe into which Sewage is discharged from the Property. |
| Sewerage Service | the conveyance of Sewage away from the Property using Property's Sewerage Infrastructure and the Supplier's Sewerage Infrastructure. |
| Sewerage Service Administration Set-up Charge | the charge specified in Item 7 of the Details. |
| Sewerage Service Quarterly Supply Charge | the quarterly charge specified in Item 7 of the Details, as may be changed by the Supplier from time to time. |
| Sewerage Service Commencement Date | the date of commencement of the Sewerage Service, specified in Item 6(b) of the Details. |
| Sewerage Service Precautions | the Supplier's requirements regarding prevention of contamination of any water source in relation to the Sewerage Service, as amended from time to time, a current copy of which is available on the Website. |
| Supplier | the person named in Item 2 of the Details and includes any person authorised by such person. |
| Supplier's Recycled Water and Sewerage Infrastructure Process and Manual | the Supplier's requirements for the Customer's installation of the Property's Recycled Water Infrastructure and the Property's Sewerage Infrastructure, as amended from time to time, a current copy of which is available on the Website. |
| Supplier's Recycled Water Infrastructure | the infrastructure that is, or is to be, used by the Supplier for the production, treatment, filtration, storage, conveyance or reticulation of Recycled Water including: <ul style="list-style-type: none"> (a) the Recycled Water Main; (b) any meter, whether located within the Property or not, but does not include any other pipe, fitting or apparatus that is situated downstream of the Property's Connection Point to the Recycled Water Main. |
| Supplier's Sewerage | the infrastructure that is, or is to be, used by the Supplier for the treatment, storage, conveyance or reticulation of |

| | |
|-------------------------------|---|
| Infrastructure | Sewage including: <ul style="list-style-type: none"> (a) the Sewer Main; and (b) where the Property's Sewer System is a pressure sewer system, the Property's Pressure Sewer System Infrastructure, but, except where the Property's Sewer System is a pressure sewer system, does not include any pipe, fitting or apparatus that is situated upstream of the Property's Connection Point to the Sewer Main. |
| Swimming Pool Rules | the Supplier's requirements regarding swimming pools, as amended from time to time, a current copy of which is available on the Website. |
| Terms and Conditions | the Customer Contract Recycled Water Supply Service and Sewerage Service Terms and Conditions, of which this definition forms a part. |
| Unplanned Interruption | an interruption to the Recycled Water Supply Service or the Sewerage Service which is not initiated by the Supplier. |
| Website | myrecycledwater.com.au or an alternative website notified to the Customer. |
| WICA Licensee | a person: <ul style="list-style-type: none"> (a) licensed as a retail supplier under the Act; or (b) named as an authorised person on a retail supplier's licence under the Act, for the provision of recycled water services and sewerage services at Bingara Gorge. |

29 Interpretation

- (a) A person includes an individual, a body corporate, an unincorporated body or other entity.
- (b) A reference to legislation or a legislation provision includes:
 - (i) any modification or substitution of that legislation or legislative provision; and
 - (ii) any subordinate legislation issued under that legislation or legislative provision including under that legislation or legislative provision as modified or substituted.
- (c) "Including" and "includes" are not words of limitation.
- (d) The singular includes the plural and vice versa.
- (e) If there is any inconsistency between this contract and any law, the law will prevail to the extent of the inconsistency.
- (f) reference to any document includes any amendments to that document from time to time.
- (g) A word that is derived from a defined word has a corresponding meaning.

Translation Services

The following community translation services are available:

| | | | |
|---|--|------------|--|
| ENGLISH | If you need interpreting help, please call | CROATIAN | Ako trebate pomoć tumača, molimo nazovite |
| ARABIC | إذا كنت بحاجة إلى تفسير مساعدة، يرجى الاتصال | MALTESE | Jekk għandek bżonn interpretazzjoni għajnuna, jekk jogħġbok ċempel |
| CANTONESE | 如果您需要翻译的帮助，请致电 | PERSIAN | اگر شما نیاز به تفسیر کمک، لطفاً با شماره تلفن |
| GREEK | αν χρειάζεστε διερμηνεία βοήθεια, παρακαλώ καλέστε | PORTUGUESE | Se você precisa de interpretação de ajuda, por favor ligue |
| ITALIAN | Se hai bisogno di interpretazione di aiuto, si prega di chiamare | SERBIAN | Ако вам је потребна тумачења помоћ, позовите |
| SPANISH | Si necesita el servicio de un intérprete, por favor llame | SPANISH | Si necesita el servicio de un intérprete, por favor llame |
| VIETNAMESE | Nếu bạn cần thông dịch viên giúp đỡ, xin vui lòng gọi | TURKISH | Yardıma yorumlama gerekirse, lütfen |
| Translating and Interpreting Service | | | 131 450 |

Annexure A

Pressure Sewer House Service Installation Drawing