

Customer Contract

Small retail customers

Sewerage services

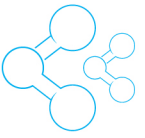
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ABN 79 072 487 015



Aquacell Pty Ltd

1 July, 2021

ABN 79 072 487 015

Customer Contract – Small Retail Customers

Sewerage services

This is our standard sewerage services contract for our ‘small retail customers’. You are a small retail customer for sewerage services if your premises emit less than 10.5 megalitres per year of waste water, as determined in accordance with guidelines issued by IPART. Almost all apartments, houses and small businesses fall within this category.

Faults and emergencies 1300 278 223 (24 hours)

Enquiries 02 4721 0545 (8:30am to 5:00pm weekdays excluding public holidays)

info@aquacell.com.au



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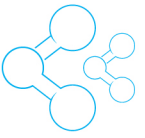
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1. Introduction

Words used in this contract

Words that are bold and italicised in this *contract* have a special meaning. The meanings are set out in the Definitions in Attachment C at the end of this *contract*.

1.1. Understanding this contract

There are a number of provisions in Attachment C that may assist in interpreting this contract.

Nothing in this *contract* removes or limits any statutory rights you may have under legislation that cannot be excluded, including the consumer guarantees under the Australian Consumer Law.



2. What does this contract and who does it cover?

2.1. What is this contract?

This *contract* provides the terms under which we supply services to you as our customer. Services include:

- (a) provision of wastewater (sometimes called sewerage) services.

This *contract* is between Aquacell Pty Ltd ACN 072 487 015 and you, the *customer*, in relation to *services* we provide to you. Our postal address is 602/6A Glen Street, Milsons Point NSW 2061. Our telephone number is 1300 278 223. Our email address for customer communication and registration is info@aquacell.com.au or any email address we subsequently provide to you.

2.2. How is this contract formed?

You must register as a *customer* by email. This process includes:

- a) us providing you with the disclosure notice required by our license conditions; and
- b) you accepting these terms via the email registration process.

If you are the *owner's corporation*, we may dispense the email registration process, but we will still provide you with the disclosure notice prior to entry into this contract.

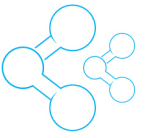
This *contract* does not get signed. You are covered by this *contract* and are a *customer* of ours if you are the *owner* of a *property* within our *area of operations* and your *property* is connected to a *wastewater system* owned and/or operated by us or any subsidiary of our, and:

- a) that connection has been authorised or approved by us, or it is subject to a separate agreement with us;
or
- b) you receive services from us.

If you have a *contract* for the supply of services from another authorised supplier, this contract only applies to you for the services you receive from us.

2.3. When does this contract start?

If as at **1 July 2021** if you are an existing *customer* or receiving our *services*, this *contract* commences on **1 July 2021**, when it replaces the previous contract between you and us. Any rights and liabilities that have accrued under any previous contract with us are not affected by the commencement of this contract.



If as at **1 July 2021** you were not an existing *customer* or receiving our *services*, this *contract* commences on earliest of the date you register as a *customer*, the date when you first receive our *services*, (if applicable) the date the account is transferred to you and (if applicable) the date you are transferred to us from an authorised supplier.

2.4. Commercial tenants

You are also our *customer* if you receive our *services* and you are a person who occupies a commercial premise under a commercial tenancy agreement and you are not occupying a *property* under a residential tenancy agreement.



3. What Services does Aquacell provide?

3.1 Wastewater services

3.1.1 Supply of wastewater services

If your property is connected to our *wastewater system*, we will supply you with a *wastewater service* to meet your reasonable needs for the discharge of domestic wastewater, except:

- a) in the case of *unplanned interruptions* under section 3.2.1;
- b) in the case of *planned interruptions* under section 3.2.2;
- c) where we are entitled to restrict supply under section 6; or
- d) in the case of events beyond our reasonable control.

The rate at which matter may be discharged into the sewer main from the customer's premises, is:

- a) for residential customers connected to a *pressure sewer system*, the discharge rate is limited to 900 litres per day;
- b) for customers using a *gravity sewer system* and commercial and multi-storey building customers, the quantity of *wastewater* able to be discharged into *our wastewater system* is limited by the capacity of *your wastewater system*. Volumes in excess of 600 litres per day may lead to the need for additional charges if they cannot be reduced in line with the process outlined in section 4.3.2; and
- c) in the case of *trade wastewater*, the permitted rate of discharge is dealt with in section 3.1.4 below.

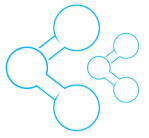
You must not discharge certain prohibited substances into our *wastewater system*. Details of these are on our website. Normal *domestic wastewater* is permitted.

3.1.2 Wastewater overflow

We will make every reasonable effort to minimise the incidence of *wastewater overflows* on your property due to a failure of *our wastewater system* that is within our control.

In addition to any rights you may have under any legislation, including the Australian Consumer Law, if there is a *wastewater overflow* on your property due to a failure in *our wastewater system* that was caused by us or our contractors, we will:

- a) respond promptly;



- b) minimise inconvenience and damage to you by ensuring the overflow is contained as soon as possible;
- c) clean up the affected area as quickly as possible in such a manner to minimise the risk to human health and the environment; and
- d) make good any damage to your property as a result of the failure of our wastewater system.

3.1.3 Blockage of Your Wastewater System

If a blockage occurs and you suspect that it is a blockage in *our wastewater system*, you should notify us as soon as possible but in any event within 2 days after the blockage occurs.

If the blockage occurs in *our wastewater system*, we will clear the blockage. To the extent you have contributed to the blockage, you will be liable to pay the costs we incur on a proportionate basis.

If the blockage occurs in *your wastewater system*, you are responsible for arranging the blockage to be cleared by a licensed plumber at your own cost.

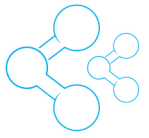
3.1.4 Trade wastewater

You may only discharge *trade wastewater* into *our wastewater system* if you have obtained our prior written permission and entered into a *trade waste agreement* with us. This agreement will detail permitted rates of discharge and the *additional charges* that will apply.

We will only give you our written permission and enter into a *trade waste agreement* with you if we are able to accept, transport and process *trade wastewater* that you discharge in full compliance with applicable safety and environmental *laws*, our *licence* and the act. You can contact us to obtain further information on the guidelines and standards for obtaining a *trade wastewater agreement*.

We reserve the right to refuse trade waste into *our system* at our discretion, including if we determine that it poses a risk to our operations, the health and safety of our workers or our ability to service or meet the expectations of our *customers* more generally.

3.1.5 Pressure sewer system connection



When we provide *our wastewater service* through a *pressure sewer system* (that we own, install and maintain), you must provide us, at your expense, with continuous and regular electricity for the operation of the requisite pump, control panel and ancillary equipment. The pump, control panel and ancillary equipment is dedicated to only serving your *property*. For the equipment that we own and maintain, you must comply with protocols for Home Owner's published on our website, as updated from time to time. You must give us access to your property for the purposes of maintenance and repair, where necessary, as set out in Section 9 below.

3.2 Factors affecting service

3.2.1 Unplanned interruption

If there is an *unplanned interruption* to our supply of *services* to you, we will make every reasonable effort to minimise the inconvenience to you by:

- a) restoring the service as quickly as possible; and
- b) keeping you informed, including advising you how long we estimate the interruption is likely to last based on the best information available at the time.

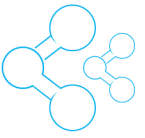
3.2.2 Planned interruptions

We may need to arrange planned interruptions to our supply of *services* to you to allow for *planned or regular maintenance* of *our system* or the systems of any public water authority that interface with *our system*. We will tell you of the expected time and duration of any *planned interruption*, at least two working days in advance, unless you agree to another period.

We will use reasonable endeavours to ensure the *planned interruption* is minimised.

3.2.3 Water restrictions - Major operational difficulty

In accordance with our *licence* and *The Act*, we may need to shut down a water supply source if a major operational difficulty occurs in *our system* or the systems of any public water authority that interface with *our system*. During such an event we may interrupt the supply or place *restrictions* on the use of our water supply *services* to you until such time as the operational difficulty is over. These may include *restrictions*



referred to in sections 3.1.1(a) and 3.1.1(c) above.

Where practicable, we will publish our *restrictions* on our website.

3.2.4 Repairs and maintenance

If we undertake any work on our assets located or adjacent to your *property*, we will leave the affected area and immediate surrounds as near as possible to their original state which existed prior to the work being undertaken, unless we have agreed to a different arrangement with you.



4. What you pay

4.1 Responsibility to pay the account

As the *owner of property* to which the *services* are provided, you are our *customer* and you must pay the amount on each bill you receive from us by the date specified unless you have entered a payment arrangement with us.

4.2 Your bills

4.2.1 When are bills sent

We will charge you by sending you a bill on the following basis:

- a) Fixed *service charges* –in advance at least every 90 days;
- b) Variable usage *charges* –in advance at least every 90 days; and
- c) Other *charges* for one off *services* or costs – at or around the time the service is provided, or cost incurred.

4.2.2 What appears on your bill

Your bill will include the following details:

- a) your *customer* ID number;
- b) your *property* address;
- c) the account period to which it applies;
- d) the usage *charges* in arrears;
- e) the *service* fees in arrears;
- f) any other fees and *charges* payable;
- g) the total amount due;
- h) the date payment is due;
- i) contact telephone numbers for account enquiries and emergency services;
- j) instructions for interpreter services;
- k) a comparison of past and present water usage;
- l) options for the method of payment;
- m) the payment assistance available;
- n) your rights to rebates; and



- o) the credit balance or amounts overdue from previous bills.

4.2.3 How are bills sent

We will send your bill electronically to the latest email address we have for you, unless you have chosen to accept bills by postage or do not have an email address, in which case we will post your bill to the latest postal address we have for you and may charge you for sending bills by post.

You will be taken to have received your bill when it has been sent electronically to the last email address you registered with us, or in the case of posting, 3 working days after it has been posted. If you do not nominate a postal address or email address, the bill will be sent to the property to which the *services* are available to be provided or your last known postal address. Your bill will be considered delivered to you if it is sent by one of the above means. If your contact and payment (direct debit) details change, you must update these details. If you do not update your payment (direct debit) details, your nominated account will continue to be debited regardless in accordance with section 4.3.4 below and any *charges* or costs we incur will be added to your bill.

4.2.4 How to make payment

As part of the registration process and to open an account to receive the *services*, you must supply details of your:

- a) nominated bank account or credit card account for authorising direct debit payment; or
- b) authorised property or *strata manager*.

Based on these details, we will:

- a) unless you have first paid by any other method noted on your bill, direct debit your nominated account on the first business day after the day that is 14 days after the date of the bill; or
- b) if your *property* is managed by a property or *strata manager* from a trust account which cannot be direct debited, we will accept payment by direct transfer within 14 days after the date of the bill.

No other payment methods are accepted.



4.2.5 Missed payments

After any missed payment we will contact you in order to discuss the situation and to determine the appropriate remedial course of action and we may:

- a) where we are unable to deduct payment from your nominated account on the due date, at our discretion charge you a late payment fee and interest on any such missed payments at a rate equivalent to 2% over the current Business Mortgage rate as published by Westpac Banking Corporation - the interest will accrue on a daily basis commencing on the due date until such amount has been settled by deduction from your nominated account, or such other payment method as agreed by us;
- b) charge you our reasonable costs and fees incurred in recovering (or attempting to recover) any overdue amount;
- c) notify relevant credit agencies, and/or take other legal action to recover any overdue amount; and
- d) where the customer is not the occupier of the *property* to which our *services* are being provided, subject to relevant privacy *law*, attempt to contact the occupier to discuss the outstanding payment and determine if the occupier wants to settle the payment directly on behalf of the customer to avoid any disruption to or restriction of the delivery of the *services*.

If the *property* is *tenanted*, you agree that, without limiting section 4.3.10, you are indebted to the occupier for any amount you owe us for which payment has been made to us by the occupier.

4.2.6 Undercharging

If, as a result of our error, we have charged you less than what you are required to pay us we may at our discretion adjust your next invoice to include and charge to you the amount (or amounts) by which you were previously undercharged.

If undercharging is due to you providing incorrect information or there has been an unauthorised connection or you have breached this *contract* or relevant *law* or regulation, in addition to paying the adjusted invoice at the time of request you must also pay our costs of investigating the undercharging and adjusting your account.

4.2.7 Overcharging

If, due to our error, we have charged you more than what you are required to pay us, we will apply a credit to



your next account in the next bill after we become aware of the error.

4.2.8 Payment disputes

If you do not consider that the charges on your account are correct, you must contact us on 1300 278 223 (or another telephone number we provide to you). In some cases, we will require you to provide evidence to support your claim. If there is an unresolved dispute concerning an amount of money to be paid by you, you must pay the undisputed amount by the due date shown on your account.

4.2.9 New owner liable for unpaid charges under customer contract on change of ownership

You are liable to us for and must pay the unpaid amounts for the *services* provided to the *property* owed to us by the previous *owner* of the *property*.

4.2.10 Lessee may pay and recover charges under customer contract

Where an amount unpaid on a bill is owed by a landlord, we may accept payment of outstanding charges by an occupier of the *property* (in other words, the tenant).

If you are a lessor of the *property* and the lease of the *property* provides, expressly or impliedly, that the lessor of the property is to pay contract charges to the relevant water utility, you agree that the lessee may pay to us any *charges* that are due but unpaid by you and may:

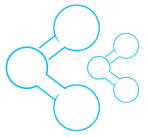
- a) recover the amount paid from you as lessor as a debt due to the lessee; or
- b) deduct the amount paid from any rent, licence fee or other occupation fee payable by the lessee to you as the lessor.

4.3 Charges

4.3.1 Publication of charges and variations

We will set and vary changes from time to time, but only in accordance with any applicable *laws*.

Any changes will start on the date we nominate (or the date that is required under any applicable laws) but will not start any earlier than one month before we publish the new pricing either on our website or by direct



customer notice.

When the start date for a change falls part way through your billing period, we will apply the variation of *charges* on a daily pro-rata basis.

4.3.2 Wastewater charges

Normal use fee will be the standard amount set in the billing. Aquacell will review flow into the treatment plant on a quarterly basis and advise the customer if excess usage is occurring. An investigation will take place to identify any source of excess sewage disposal so as to reduce any unusual inflows. This will include a review of incoming water usage for each property. If excess usage can be attributed to an individual lot owner and the problem is not corrected, only then will that lot will be subject to the excess usage charge.

If you are a business *customer* you will be charged for our *wastewater service* by applying a wastewater discharge factor in relation to your water usage. This discharge factor varies and is calculated on a customer-by-customer basis depending on the nature of your business.

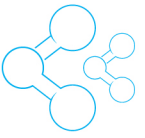
At your request, we may adjust the determined wastewater discharge factor for your property if you provide verifiable evidence that the wastewater discharge from your *property* differs from the wastewater discharge factor we have determined.

Where significant *wastewater* discharge volumes from your *property* originate from sources other than a metered *drinking water* supply or *metered recycled water* supply (for example, from rainwater or other on-site sources, tankered water or effluent), we may at our discretion apply an additional discharge factor or require the *wastewater* discharge to be metered by a *meter* approved by us. The supply and installation of the approved *wastewater meter* will be at your cost.

Where a *wastewater* discharge factor is varied, the revised charge will apply from the beginning of the next billing period. We will notify you of any change to your discharge factor.

4.3.3 Costs for installing and connecting to our system

You must pay the installation costs of a connection and the construction of any necessary works from your property (or where the customer is an *owner's corporation* or *co-operative* or the *property* is a lot in multi-storey premises, the *building plumbing system*) to our *system*.

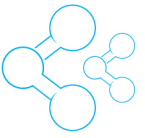


Connection to our system must be approved by us and comply with the conditions we set to ensure the safe and reliable supply of the *services*. The connection must be undertaken by a licensed plumber and in accordance with relevant *laws*, plumbing codes and standards and our published *connection requirements*.

4.3.4 Charges for other matters

If you do anything that interferes with, causes damage to or blocks *our system*, you must pay any costs and expenses we incur as a direct result in connection with any repair, rectification or replacement work undertaken.

Further, we may charge you a fee for any other *services* you request from us or in circumstances where you owe us money under the terms of this *contract*.



5. Financial hardship discounts and rebates

If the *property* is residential and you are an individual person (and not a corporation or body corporate) experiencing *drought* or payment difficulties:

- a) you should contact us to discuss the situation; and
- b) you have a right to defer payment for a short period of time.

If we agree to enter into a payment plan arrangement with you, we may:

- c) enable you to make payments by instalments;
- d) inform you about the period of the payment plan and the amount and frequency of each instalment;
- e) provide for instalments to be calculated having regard for your consumption needs, your capacity to pay and the amount of any arrears you are required to pay; and
- f) provide you with procedures that are fair and reasonable for dealing with financial difficulty.

We may also, from time to time, offer other assistance (discounts and/or rebates). In addition, Government programs may offer support. Any details of these Government programs will be on our website (or a link will be provided on our website) but may change from time to time.



6. Restriction of wastewater services

6.1 Restriction of supply for non-payment

If you are unable to pay your account due to *drought*, please refer to section 5. If you have missed a payment by the due date and have not made alternative *payment arrangements* with us, we may, subject to section 6.3 below, restrict any or all of the *services*, or take legal action in order to recover the debt, or both.

The *restriction* may include reducing the flow of water delivered to your *property*.

You are likely to face additional costs if we proceed to restrict *services*, or if legal action is taken. We may recover from you our reasonable costs associated with debt recovery under this *contract*.

6.2 Restriction of supply or disconnection for other reasons

We may also restrict (or in serious cases, disconnect) the supply of *services* to your *property* in the following circumstances:

- a) if your *water system* or your *wastewater system* or your connection to *our system* has not been authorised;
- b) if your *water system* or your *wastewater system* or your connection to *our system* does not comply with applicable codes, regulations and standards or our *connection requirements*, or has not been authorised;
- c) if you fail to rectify a defect in your *water system*, your *wastewater system* as required under section 10.4;
- d) if do not remove your building, landscaping or construction work where it compromises the operation and/or *maintenance* of our *water* and/or *wastewater system*, as required under section 10.6;
- e) if you breach this *contract*, *The Act* or other agreement with us concerning the use or taking of water or the discharge of *wastewater* or stormwater or access onto your *property*;
- f) if you discharge *trade wastewater* into our *wastewater system* without a *trade waste agreement* with us or do not comply with the conditions of the *trade waste agreement*;
- g) where you fail to ensure access to our *meter* for your *property* in accordance with this *contract*;
- h) if you are connected to our *wastewater system* and you do not comply with your operation and *maintenance* requirements in accordance with this *contract*;
- i) if a serious health, environmental or operational risk is posed by the discharge of chemicals or other substances from your property into *our wastewater system*;



- j) if a serious health or environmental risk is posed by backflow of any substance from *your water system* into *our water system*;
- k) where we are entitled or required to restrict or to discontinue supply under an applicable *law*;

6.3 Conditions for restriction

We will not restrict supply of services for non-payment or begin legal action in the case of section 6.1 above:

- a) without explaining alternative payment options;
- b) if there is an unresolved dispute as to the amount owing; and
- c) if you have entered into a payment arrangement with us and are complying with it.

We must not:

- d) disconnect your property from our sewer main; or
- e) reduce the flow of sewage in that main below that necessary for basic hygiene, as a consequence of your non-payment of a debt.

We will not restrict supply of services:

- f) without giving (or using our best endeavours to give) you notice that we will restrict supply of *services*;
- g) if any occupier of the property needs drinking water for a registered haemodialysis (e.g., kidney dialysis) machine;
- h) without giving reasonable notice to the occupier of the property that we intend to restrict the supply; or
- i) if a related complaint is being considered for resolution by us, or the relevant ombudsman service or is the subject of legal proceedings.

6.4 Minimum flow rate during restriction

If we restrict the supply of *services*, we cannot reduce the flow of drinking water below that necessary for basic sustenance and hygiene. If you believe that the restriction will cause a health hazard you must contact us.

6.5 Disconnection by a customer

You may disconnect your property from the *services* if:



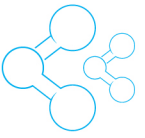
- j) you have complied with all applicable health, environmental and local council regulatory requirements;
- a) you have complied with all of our requirements, as detailed on our website and amended from time to time;
- b) you have given us all information we may reasonably require;
- c) you have given us 90 days' written notice;
- d) you have paid the relevant fees, booked an inspection of the work and returned any of our *property* to us (e.g., our water meters);
- e) you have paid us any applicable *disconnection* charge; and
- f) the *disconnection* is undertaken by a licensed plumber and conducted in accordance with applicable plumbing, drainage or other *laws* or standards.

We will continue to charge you a *service* charge for our *services*, even if you are not using the *services*, until the *disconnection* has been confirmed as satisfactory by our inspection and/or any of our *property* is returned to us.

6.6 Restoration of services after restriction or disconnection

When the reason for the *disconnection* or *restriction* of the *services* no longer exists or if there is mutual agreement to restore *services*, we will restore these *services* as soon as practicably possible.

You will need to pay a reconnection fee for the *services* to be restored to your *property*. This fee will be determined at the time by reference to the particular circumstance relating to your reconnection.



7. Limitation of liability

The only promises we make about the goods and services we provide under this *contract*, and the only guarantees, conditions and warranties for which we are liable are:

- a) those set out in this document and those that the law say are implied or cannot be excluded; and
- b) the consumer guarantees under the Australian Consumer Law.

Where we are liable to you, our liability is, to the extent permitted by law, limited to:

- c) replacing the goods and services to which the liability relates; or
- d) at our option, paying you the cost of replacing those goods, or having the services supplied again.

The limitation of our liability does not affect rights you have under a law that says we cannot exclude or limit.



8. Responsibilities for maintenance and repair

Except in the case of multi-storey building customers, the *customer's connection point* is at the point on the meter valve assembly immediately downstream of the water meter (for drinking water).

8.1 Your Wastewater System

Your wastewater system comprises all wastewater pipes, fittings and other apparatus within your *property* upstream of our wastewater system at the customer's connection point, and includes the *customer's connection point* and, if you are an owner's corporation, the *building plumbing system*.

You are responsible for operating, maintaining and repairing *your wastewater system*.

For *gravity wastewater systems* (other than multi-storey buildings), the location of the *customer's connection point* depends on the extent to which the sewer pipe was laid to the *property* when the sewer system was installed. Where the *wastewater main* is in the *property* to be connected, this is usually the junction on the *wastewater main* or the junction on the top of a riser. Where the gravity wastewater main is not in the *property* to be connected, this may be the end of a branch line, which is usually about 1.2 metres inside the boundary of the *property* to be connected. The *customer's connection point* may be outside the *property*.

For *pressure sewer systems*, the *customer's connection point* is the inlet point to the wastewater collection tank.

We do not maintain or repair:

- a) *your wastewater system*;
- b) *wastewater services* connecting to privately owned *wastewater mains* such as in some community title subdivisions or shared private services;
- c) private *wastewater services* connecting to *our wastewater system* under the terms of a 'Non-standard Agreement'; or
- d) faults caused by wilful or negligent damage.

You are responsible for rectification of any illegal services installed contrary to appropriate *laws*, codes and standards or our *connection requirements*.

We are not liable for the cost of installing any private services or modifying, upsizing or relocating existing private services.

8.2 Pressure sewer systems

If our wastewater system is a pressure sewer system:



- a) the components of *our wastewater system* located on your *property* comprise an in-ground wastewater collection tank, a pressure sewer grinder pump and level sensor located in the tank, an alarm/control panel, electrical circuitry between our alarm/control panel and the tank, a boundary kit and discharge pipework connecting your property to our pressure sewer system as generally shown in the diagrams in our Home Owner's Guide (our on-lot wastewater system);
- b) you are responsible for:
 - i. maintaining all electrical circuitry between your electricity meter and our control/alarm panel;
 - ii. any necessary landscaping works required for the normal operation of our wastewater system;
 - iii. any damage to or obstruction or blockage impeding the operation of our on-lot wastewater system, to the extent not caused or contributed to by us; and
- c) we are responsible for maintaining and repairing our on-lot wastewater system at our own cost to the extent to which, in our reasonable opinion, the need for the maintenance and repair is due to normal use in accordance with our *Home Owner's Guide* and at your cost in all other cases, including damage to the extent not caused or contributed to by us.

If you have any questions about the repair and maintenance responsibilities in relation to the services and our *on-lot wastewater system* please read our *Home Owner's Guide*.

8.3 Defective or unauthorised work or interference

In this section 8.4, 'Defective or unauthorised work or interference' means any actions or activities on your *property* that:

- a) include construction or use of a service that does not comply with current codes of practice, standards, *laws*; and/or
- b) lead to a blockage of, interference with or leakage from or into *our system*.

If we become aware that any part of *your system* is defective or unauthorised work or interference and impacts or poses a risk to the operation of the services or *our system*, or if a blockage of, interference with or leakage from or into *our system* is occurring, we may request the defect to be fixed within a period that, in our opinion, allows sufficient time for you to arrange and carry out the necessary rectification.

If you do not comply with the notice, we may at our discretion:



- a) restrict the *services* or disconnect the *services* until it is fixed; and/or
- b) remedy the defective or unauthorised work;

and you will be charged the reasonable costs incurred by us in taking this action or undertaking this work.

If at any time activities on your *property* cause a blockage to or interference with *our system*, we may (without notice to you) carry out work to remove the blockage or interference and you will be charged the reasonable costs incurred by us in undertaking this work.

8.4 Giving notice of system failures

You should inform us if you become aware of any failure of *our system* delivering the *services*. If you notify us of an interruption to your supply or a burst or leak in *our system*, a disruption to the wastewater drainage from your *property* or an overflow or leakage from *our system*, we will ensure that the problem is attended to as soon as practicable.

8.5 Building, landscaping and other construction work

You must not undertake building, landscaping or other construction work that is over or adjacent to *our system* and which may damage, interfere with, obstruct access to or contribute material additional flows to *our system* without first obtaining our consent and a building plan approval from us, if required.

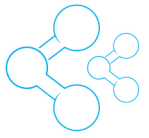
In general, you will require a building plan approval if the works occurs over or next to our system or you need approval from a council or a certifier before carrying out the works. You can obtain a plan from us identifying the location of *our system*.

If you do not obtain prior consent from us, we may, by notice to you, require you to disassemble any such building, landscaping or other construction work which may damage, interfere with or obstruct access to *our system* and reinstate the site to its prior condition or such other condition as may we require, at your cost.

If you do not comply with the notice, we may at our discretion:

- a) restrict the *services* or disconnect the *services* until the notice is complied with; and/or
- b) remove the unapproved building, landscaping or other construction work,

and you will be charged the reasonable costs incurred by us in taking this action or undertaking this work.



Failure to obtain consent or comply with the conditions of any consent will limit our obligation to reinstate building, landscaping or other construction work as a result of our need to access *our system*.

Properties with an existing service must be metered during the building period if the building work requires a water supply from us. The water meter must be accessible in accordance with this contract at all times.

8.6 Connections to the Services

You must apply and have our consent to be able to connect to *our system*. A connection fee may apply.

Connections to *our system* are to be made using a licensed plumber and in accordance with our connection policies and any other plumbing and drainage *laws*, codes and standards that may apply.

8.7 Altering and unauthorised connection or use

You must not:

- a) wrongfully take, use or divert any water supplied by us; or
- b) wrongfully interfere with the operation of a meter or prevent a meter from registering the quantity of any water supplied by us; or
- c) connect stormwater, rainwater or groundwater to or wrongfully discharge any substance into any *system* owned or operated by us.

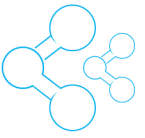
If you do not comply with the requirements in this section, we may charge you for the estimated usage of *services*. Fines may also apply and be imposed on you by a relevant authority.

You must obtain our consent before carrying out any activity that may alter, cause destruction of, damage to, or interference with *our system* or delivery of the *services*.

8.8 Removal of trees

If a tree on your *property* is obstructing or damaging the *services* or *our system*, or is reasonably likely to do so, we may require the removal of the tree at your cost.

We will give you reasonable notice in writing requiring you to remove the tree. You may with our consent and at your cost, take steps to eliminate the cause of damage or interference to the *services* or our system, without removing the tree.



If you fail to comply with the notice to remove the tree, then we may remove the tree and recover the costs of removal from you.

We cannot require a tree to be removed that is the subject of a protection or conservation order under the *Heritage Act 1977 (NSW)*, *the National Parks and Wildlife Act 1974 (NSW)*, local council regulation or any other applicable *law*.

8.9 System diagrams

Our system diagrams as amended from time to time will include diagrams showing ownership and responsibility for maintenance and billing of authorised connections to *our wastewater system*. These diagrams are illustrative only and should not be relied on for any purpose other than to assist with understanding this *contract*.

In the event of an inconsistency between the diagrams and this *contract*, this *contract* prevails to the extent of the inconsistency.



9. Entry onto a customer's property

9.1 Access to Our System

To the extent *our system* is on your *property*, there will either be an easement on title reflecting that, or in the absence of any such easement, you agree, if requested by us, to grant an easement to us in respect of that part of *our system*, failing which you grant us unfettered access to *our system*.

You must ensure that we have safe access to your *property* at all times to:

- a) install, commission, inspect, test, maintain, repair, alter, upgrade or replace *our system*, irrespective of where *our system* is located;
- b) ensure that this *contract*, *our licence* or *The Act* (including any *water restrictions*) are being complied with;
- c) give effect to or carry out any work necessary to affect any restriction on use of water in accordance with this *contract*;
- d) for other purposes set out in *The Act* or other applicable *laws*;
- e) identify if *your water system* or *your wastewater system* comprise defective or unauthorised works; and
- f) read, test, inspect, fit, exchange, repair, maintain or replace a meter.

9.2 Access to meters

We may enter your *property* without notice for the purposes of reading, testing, inspecting, maintaining, repairing, and replacing pressure sewer control panels.

You must ensure that *meters* and pressure sewer control panels are reasonably and safely accessible to us (including our representatives) for meter reading, testing and maintenance purposes. The *meters*, the visible pipe connected and pressure sewer control panels should be clear of concrete, walls and other structures, plants, trees, bushes and other obstructions.

9.3 Identification

When we enter your *property*, our employees or contractors will carry identification that will be shown to you (or to any person present at the time of access).



9.4 Notice of access

Except in the circumstances described below, we will give you, or the occupier of your *property*, two days' notice specifying the date, and approximate time of our entry onto your *property*, unless you agree to a shorter notice period.

We will not give you notice in cases where:

- a) in our opinion entry is required urgently;
- b) the purpose is to read, fit, exchange, repair or maintain a *meter*;
- c) giving notice would defeat the purposes of entry;
- d) we intend to conduct a *water restriction* investigation on your *property*;
- e) we conduct a general inspection such as meter, plumbing or a backflow device or *trade wastewater* inspection, or;
- f) to assess the operation or condition of *our system* where that inspection is not intrusive.

9.5 Impact on customer's property

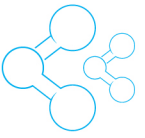
If we enter your property, we will ensure that we:

- a) cause as little disruption or inconvenience as possible; and
- b) remove all rubbish and equipment we have brought on to the *property*.

9.6 Authority requirements

The customer must:

- i) ensure that any equipment or infrastructure for backflow prevention in relation to *drinking water* situated in or at your *property* is inspected, maintained, repaired and upgraded (where necessary) in a manner that ensures that such equipment and infrastructure at all times complies with all *laws* and our requirements and the requirements of any *authority*;
- ii) provide certification to us when requested that you have complied with paragraph (i) in a form that enables us to satisfy the relevant *authority* requirement; and
- iii) facilitate, so far as it is legally able to, that any relevant authority is permitted safe access to all areas of your *property* in order to carry out inspections and maintain its own assets and infrastructure (e.g. bulk water meters), perform its statutory obligations and exercise its rights (including step-in and related rights) arising under statute or under or out of the *authority's* arrangements with us for supply of bulk



water and *wastewater services*; in exercising that access, the *authority* has contracted with us to comply with our reasonable rules and guidelines and remove any rubbish or equipment it has brought onto the *property*.

9.7 Changes of lot ownership

The *customer* must ensure, so far as it is legally able to, that we are informed as soon as possible after each change of ownership of a lot situated in the *property* or in the strata plan to which the *property* relates, including the date of the change and the identity and *contact* details of the new *owner*.



10. Who can I speak to if I have any questions or want to make enquiries?

10.1 General enquiries

If you have a written or verbal question relating to an account, payment options, concession entitlements or other information about the services, we encourage you to contact us as follows:

- a) by visiting our website
- b) by telephone between 8.30am and 5.00pm (Australian Eastern Standard Time) Monday to Friday on 1300 278 223 or such other telephone number as may be notified to you
- c) by using the enquiries email link on our website.

If we cannot resolve your enquiry immediately, we will endeavour to respond to your request promptly.

10.2 Emergency assistance

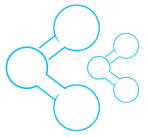
In the event of a break down in any of *our system*, an unplanned interruption to supply, or a water quality or water pressure problem, we provide a 24-hour emergency telephone service on 1300 803 803 or such other telephone number as may be notified to you.

11. What can I do if I am unhappy with the service provided by Aquacell?

We recognise that customers may need to contact us to make a complaint if a service, product, decision or action fails to meet their expectations.

In this event, please refer to the advice in our:

- a) Customer Service Charter (Attachment A)
- b) Code of Practise for Customer Complaints (Attachment B)



12. Privacy

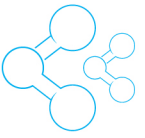
Aquacell is committed to preserving and respecting the privacy and confidentiality of our customers. We ensure customers' information is managed in accordance with the *Privacy Act 1998 (Cth)* and the *Australian Privacy Principles* as set out in our privacy policy and credit information policy as updated from time-to-time, located at <https://aquacell.com.au> Those policies include information about how you can access your personal information (including credit and credit eligibility information) which we hold and how to make a complaint about how we handle your personal information or seek correction of that information.

We collect your personal information so that we can provide you with *our services*, provide information about *our services*, develop and enhance *our services* and carry out our activities. If we do not collect your personal information, we will not be able to provide you with *our services*.

To the extent permitted by *law*, by entering into this *contract* you consent to us:

- a) if the *property* is part of a strata scheme, obtaining your contact details (including address if you are not an *owner occupier*) from the *owner's corporation* or *strata manager* of the *strata scheme* and disclosing your consumption data to the *owner's corporation* or *strata manager* of the *strata scheme*;
- b) exchanging information about your creditworthiness, credit standing, credit history or credit capacity with credit reporting agencies, other credit providers, other suppliers, or our agents, contractors and franchisees, and, (if the *property* is part of a *strata scheme*) with the *owner's corporation* and *strata manager* of the *strata scheme*; and
- c) confirming your eligibility for any bill concessions and exemptions with relevant government agencies administering concession eligibility.

We generally do not disclose your personal information to persons or entities outside Australia.



13. Termination and variation

13.1 Termination of this contract

This *contract* will terminate between us and you if you cease to be a *customer* under this *contract* as described in section 2.2.

The termination of this *contract* does not affect any rights or obligations of you or us that accrue prior to termination.

If this *contract*, or part of the *contract*, terminates because you have requested that some or all of the *services* that we provide to your premises be transferred to another supplier licensed under *The Act*, then we will comply with the relevant provisions of *The Act*.

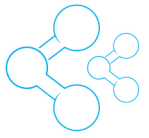
When you leave the *property*, you need to:

- a) notify us of the date you will depart, at least two weeks prior to your departure; and
- b) provide us with the details of the new incoming *owner* of the *property* and your conveyancing agent so we can conclude any arrangements with you and close your account.

You will be liable for any costs and expenses incurred by us if you do not comply with the above. Please refer to our website for further details.

13.2 Variation of this contract

We may vary or substitute this *contract* from time to time. If we do so, we will let you know in an invoice or by email to the latest email address we have for you. The up-to-date version of this contract will be published on our website.



ATTACHMENT A - Customer Service Charter

At Aquacell Pty Ltd we strive to be recognised for our personal responsibility and genuine commitment to all customers.

As a Retailer of sewerage services and non-potable water, we will ensure that you receive the benefit of our extensive knowledge and the highest standard of customer service.

As an Operator, we are committed to delivering you reliable sewerage services and/or non-potable water supply, with ongoing operation and maintenance of Aquacell Treatment Systems to ensure the Aquacell Treatment System meets your needs.

Customer safety

Nothing is more important than your safety. To help you stay safe, we will only restore services once all safety concerns have been addressed. Should you ever have a safety concern, please contact us immediately on 1300 AQUACELL (1300 2782 2355).

Reliable supply

Whatever your needs or concerns, we're here to help you with your sewerage services and non-potable water needs. Aquacell Pty Ltd has support personnel on call 24/7 and can be accessed by calling the 1300 AQUACELL (1300 2782 2355) number.

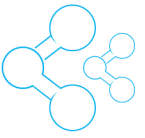
Online monitoring of each Aquacell system is undertaken and any alarm event triggered by your site will be detected via email and SMS alerts allowing Aquacell Pty Ltd personnel to respond quickly to any incidents or adverse events should they occur.

Accurate bills

We aim to provide you with an accurate and timely bill every month as per your service contract.

Meeting your needs

We will always seek to offer you the most suitable Aquacell Treatment System engineered specifically for your needs, along with competitive prices and the information you need to make an informed decision.

**Your privacy**

We are committed to protecting your privacy and complying with applicable laws.

Complaint handling

If you have any concerns, or wish to lodge a complaint, we will do our best to solve your problem promptly. For issues requiring further investigation we aim to reach a solution as soon as possible.

To lodge a complaint please call 1300 AQUACELL (1300 2782 2355).



ATTACHMENT B - Code of Practice for Customer Complaints March 2017

Purpose

The purpose of this Code of Practice is to describe how Aquacell will respond to complaints.

Scope

This Code of Practice is applicable to all Aquacell activities and is relevant to any party directly or indirectly affected by these activities.

CODE OF PRACTICE - Complaint Handling Procedure

Aquacell aim to provide reliable service of the highest standard. Should you feel that we have failed to uphold these standards, we are committed to understanding and acting upon your concerns.

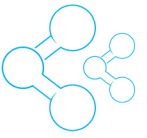
Aquacell has a documented Complaint Handling and Dispute Resolution Policy that describes how we will handle your complaint. All complaints are logged so they can be tracked to completion. We also analyse this data so we can continue to improve our service.

Aquacell will handle all complaints objectivity and will take all reasonable measures to resolve your complaint in a prompt and fair manner.

Performance Standards

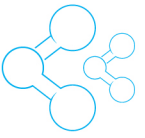
Where practicable, Aquacell aims to fix complaints on the spot. Staff who receive your complaint will attempt to resolve your complaint immediately. Where this is not possible, your complaint will be assigned to a Complaint Handling Officer who will contact you and manage the resolution of your complaint.

Aquacell will acknowledge any correspondence you forward within 2 business days of receipt. Responses send via post may take up to 10 working days for you to receive, however they will be despatched within the nominated response time.



Aquacell aims to resolve all complaints within 45 days of receipt.

These are minimum service standards and we will endeavour to resolve complaints as promptly and efficiently as practically possible.



Contacting Aquacell

Complaints can be made to Aquacell by phone, email or post. Contact details are below:

Postal: Suite 602, 6A Glen Street
Milsons Point, NSW, 2061

Phone: +61 2 4721 0545

1300 AQUACELL (1300 2782 2355)

Email: accounts@aquacell.com.au

Disputes

If at any time you are not satisfied with the progress of your complaint, or you feel that the resolution proposed is unsatisfactory, you may choose to contact an external party such as the Energy and Water Ombudsman of NSW (EWON) for external review.

The Energy and Water Ombudsman of NSW can be contacted on 1800 246 545. Additional contact details and a description of their services can be found at www.ewon.com.au.



ATTACHMENT C - Glossary

| Term | Meaning |
|--|--|
| <i>act</i> | means the <i>Water Industry Competition Act 2006 (NSW)</i> and the <i>Water Industry (General) Regulation 2008 (NSW)</i> as amended or replaced from time to time. |
| <i>area of operations</i> | is the area within which the Aquacell is authorised to exercise the rights conferred by the <i>licence</i> . |
| <i>authority</i> | is any public or private authority having jurisdiction and may include us. |
| <i>Australian drinking water guidelines</i> | The document entitled <i>Australian Drinking Water Guidelines 2011</i> published by the National Health and Medical Research Council and the National Resource Management Ministerial Council. |
| <i>Australian guidelines for water recycling</i> | The document entitled <i>Australian Guidelines for Water Recycling: Managing Health and Environmental Risks (Phases 1 and 2)</i> published by the Environment Protection and Heritage Council, the Natural Resource Management Ministerial Council, and the National Health and Medical Research Council or the Australian Health Ministers' Conference. |
| <i>building plumbing system</i> | means, in a high-rise building, the plumbing system between the <i>customer's connection point</i> and your system and also includes any <i>meter data telemetry</i> owned by the <i>owner's corporation</i> . |
| <i>charges</i> | includes any charge, amount or fee payable under this <i>contract</i> or other contract made between the Aquacell and a customer for the provision of <i>services</i> . |
| <i>co-operative</i> | A body that is owned, controlled and used by its members (e.g., separate <i>owners' corporations</i> within a precinct), with its main purpose being to benefit its members. |
| <i>connection requirements</i> | means Aquacell's published requirements for connection to its services. These requirements are intended to ensure that there is adequate capacity in the systems for customer connection and that <i>our systems</i> are protected against potential problems that could arise from defective |



| Term | Meaning |
|------------------------------------|---|
| <i>contract</i> | means this customer contract. |
| <i>customer</i> | is defined in section 2.2. |
| <i>customer's connection point</i> | <p>is the customer's connection point to the relevant:</p> <ul style="list-style-type: none"> a) water main (i.e., such part of our operator's water infrastructure as comprises the main water pipe from which water is distributed to premises); b) and sewer main (i.e., such part of our operator's water infrastructure as comprises the main sewage pipe into which sewage is distributed from premises) <p>as described in sections 8.1 and 8.2.</p> |
| <i>disconnection</i> | means the stopping (either temporarily or permanently) of our supply of <i>services</i> to your <i>property</i> . |
| <i>domestic wastewater</i> | includes all liquids and any substances in them, which may be discharged into <i>our wastewater system</i> from a residential property, including discharges from toilets, hand basins, urinals, sinks, baths, showers, washing machines and similar items. |
| <i>drinking water</i> | means water that is intended for human use and consumption and free of harmful chemicals and disease-causing organisms. |
| <i>drought</i> | includes a prolonged period of low rainfall resulting in an actual or potential water shortage. |
| <i>financial hardship</i> | means situations where a <i>customer</i> desires to pay an account but is unable to pay all or some of the account or is unable to pay by the due date. |
| <i>Home Owner's Guide</i> | means our <i>Home Owner's Guide</i> published on our website, as updated from time to time. |
| <i>law</i> | means any <i>act</i> , regulation or <i>authority</i> requirement. |



| Term | Meaning |
|-------------------------------------|--|
| <i>licence</i> | means each of the relevant Network Operator’s licence and Retail Supplier’s licence held by the relevant subsidiary of Aquacell Group Pty Ltd (or Aquacell Group Pty Ltd itself) under the <i>act</i> . |
| <i>maintenance</i> | includes repairs and replacement, and, where relevant, testing and inspection. |
| <i>meter</i> | is the device used to measure the <i>drinking water</i> or <i>recycled water</i> use on the <i>property</i> . This includes any remote reading equipment and associated telemetry, wiring, power, plumbing and servicing equipment. |
| <i>our on-lot wastewater system</i> | has the meaning given in section 8.3. |
| <i>our system</i> | means any one or more of <i>our wastewater system</i> and/or <i>our recycled water system</i> and/or <i>our water system</i> . |
| <i>our water service</i> | means the <i>services</i> we are permitted to provide by the <i>licence</i> and any applicable <i>law</i> in relation to storing and supplying <i>drinking water</i> and <i>recycled water</i> . |
| <i>our water system</i> | includes the tanks, pumps or pumping stations, water mains, pipes, treatment plants, controls and other equipment which we must use, manage, operate and maintain under the <i>act</i> to store and supply water and <i>recycled water</i> . |
| <i>our wastewater service</i> | means the <i>services</i> we are permitted to provide by the <i>licence</i> and any applicable <i>law</i> in relation to providing <i>wastewater services</i> and disposing of <i>wastewater</i> . |
| <i>our wastewater system</i> | includes the pumps and pumping stations, <i>wastewater</i> mains, pipes, treatment plants and other equipment (including <i>our on-lot wastewater system</i>) which we must provide, manage, operate and maintain under the <i>act</i> to provide <i>wastewater services</i> and disposal or reuse of <i>wastewater</i> . |
| <i>owner</i> | a person who holds ownership title to the <i>property</i> . |
| <i>owner’s corporation</i> | the legal entity consisting of all the <i>owners</i> of the lots in a <i>strata scheme</i> and formed when a strata plan is registered. The <i>owner’s corporation</i> is sometimes referred to as the body corporate. |



| Term | Meaning |
|------------------------------|--|
| <i>planned interruption</i> | means an interruption to the <i>services</i> initiated by us to allow <i>maintenance</i> to be undertaken and for which notice has been given to you. |
| <i>pressure sewer system</i> | means a system where <i>wastewater</i> is pumped to <i>our wastewater system</i> from collection tanks installed on your <i>property</i> . |
| <i>property</i> | means: a) an individual dwelling or premises used for any purpose; or b) land, whether built or not built on (excluding public land); or c) a lot in a strata plan or a stratum lot that is registered under the <i>Strata Schemes (Freehold Development) Act 1973</i> or the <i>Strata Schemes (Leaseholder Development) Act 1986</i> or other relevant law; or d) common property in such a strata plan, that is connected, or for which a connection is available, to <i>our water system</i> or <i>our wastewater system</i> or is within a declared drainage area. |
| <i>recycled water</i> | means: a) recycled water that is derived from treated wastewater, stormwater, rainwater or groundwater; or b) if recycled water is unable to be so derived, drinking water. |
| <i>restriction</i> | means a direct intervention in the water supply system by Aquacell in order to reduce the flow rate or water pressure to a customer's <i>property</i> . See separate and unrelated definition for ' <i>water restrictions</i> '. |
| <i>services</i> | means <i>our water service</i> and/or <i>our wastewater service</i> . |
| <i>service charge</i> | is a charge for service availability (rather than use) of <i>our wastewater service</i> , <i>recycled water service</i> , or <i>drinking water service</i> , where the <i>property</i> is connected to the <i>wastewater</i> , <i>recycled water</i> , or water service. |
| <i>strata manager</i> | a licensed professional who is engaged by an <i>owner's corporation</i> to deal with the everyday needs of managing a <i>strata scheme</i> . |
| <i>strata scheme</i> | a building or collection of buildings that has been divided into 'lots' that can be individual units/apartments, townhouses or houses, in which a person owns an |



| Term | Meaning |
|-------------------------------|---|
| | individual lot and also shares the ownership of common property with other lot owners. |
| <i>trade wastewater</i> | includes any liquid, and any substances contained in it, which may be discharged into <i>our wastewater system</i> , and any vehicle transporting wastewater, including septic effluent and wastewater from ships and boats. <i>Trade wastewater</i> does not include sewage from residential premises connected to <i>our wastewater system</i> . The term <i>trade wastewater</i> as used in this document includes run off from contaminated open areas. |
| <i>unplanned interruption</i> | means an unscheduled interruption to supply of <i>services</i> . |
| <i>wastewater</i> | means untreated or partially treated material contained within <i>our wastewater system</i> , consisting of discharges from residential properties, or <i>trade wastewater</i> . |
| <i>wastewater overflow</i> | a discharge of <i>wastewater</i> from <i>our wastewater system</i> . These overflows may occur in wet or dry weather. |
| <i>water restriction</i> | means a <i>restriction</i> by us on the use of water in accordance with a <i>law</i> or with the <i>licence</i> . |
| <i>your system</i> | means one or both of <i>your wastewater system</i> and/or <i>your water system</i> . |
| <i>your wastewater system</i> | is defined in section 8.2. |
| <i>your water system</i> | means all water and <i>recycled water</i> pipes, fittings, valves and other facilities downstream of the <i>customer's connection point</i> , as that term is defined in section 8.1 and also includes any <i>meter data telemetry</i> not owned by us. |