



Flow Systems Pty Ltd ACN 136 272 298

Customer Contract

30 October 2015

This is our standard water supply and sewerage services contract for 'small retail customers'¹

Faults and emergencies 1300 803 803 (24 hours)
Enquiries 1300 803 803 (8:30am to 5:00pm week days excluding public holidays)
enquiry@flowsystems.com.au

Summary of changes made to 24 November 2014 version

In this updated version we have:

- changed references to 'refined water' to 'recycled water' for additional clarity (variously throughout the document)
- updated sign-up provisions for owners corporations (clause 2.2)
- amended the life support provision to refer specifically to registered haemodialysis machines (clause 3.1.3)
- made it clear that where the Customer is an owners corporation or co-operative or the Property is a lot in a multi-storey strata scheme, the Customer must pay the installation costs of a connection and the construction of any necessary works from the Building Plumbing System to the Services (clause 4.5.1)
- simplified the financial hardship provisions as these are addressed in our *Code of Conduct for Debt Recovery* (clause 5)
- clarified the circumstances in which we may restrict supply of Services (clause 6.3)
- made it clear that a Customer which is an owners corporation is responsible for:
 - the Building Plumbing System (clause 8)
 - installing pulse meter cabling between the meters and the locations of our telemetry hardware, ie cables and data management unit boxes (clause 10.7.2(d))
- updated the Privacy law provisions and included a collection statement (clause 13)
- added new definitions (clause 15.1) of the following words used in the document:
 - Building Plumbing System
 - Co-operative
 - Domestic Wastewater
 - Owners corporation
 - Strata manager
 - Strata scheme

¹The law requires us to have a standard customer contract for our 'small retail customers'. A 'small retail customer' is defined in the *Water Industry Competition (General Regulation) 2008* at clause 5 as follows:

- (1) A person is a small retail customer in relation to water supply if the maximum rate at which water is supplied, pursuant to one or more water supply contracts, to all premises that the person owns, leases or occupies is less than 15 megalitres per year.
- (2) A person is a small retail customer in relation to the provision of sewerage services if the maximum rate at which sewage is discharged, pursuant to one or more sewerage service contracts, from all premises that the person owns, leases or occupies is less than 10.5 megalitres per year, as determined in accordance with guidelines issued by IPART.

Almost all apartments, houses and small businesses fall within these categories.

Contents

1	Introduction	5
1.1	Words used in this contract.....	5
1.2	Understanding the contract	5
2	What is this contract and who is covered by it?	5
2.1	What is this contract?.....	5
2.2	How is this contract entered into?	5
2.3	Other agreements with us	6
2.4	When does this contract start?.....	6
3	What Services does Flow Systems provide?.....	6
3.1	Water supply services.....	6
3.1.1.	Drinking water (potable water)	6
	Supply of drinking water.....	6
	Drinking water quality.....	6
	Drinking water pressure	7
	Cross-contamination	7
3.1.2	Recycled water (ie non-potable water)	7
	Cross-contamination	8
3.1.3	Registered haemodialysis (kidney dialysis) machine.....	8
3.2	Wastewater services.....	8
3.2.1	Supply of wastewater services	8
3.2.2	Wastewater overflow	8
3.2.3	Blockage of Your Wastewater System	9
3.2.4	Trade wastewater.....	9
3.2.5	Pressure sewer system connection.....	9
3.3	Factors affecting service	9
3.3.1	Unplanned interruptions	9
3.3.2	Planned interruptions	9
3.3.3	Water restrictions – Drought.....	10
3.3.4	Water restrictions - Major operational difficulty	10
4	What you pay.....	10
4.1	Responsibility to pay the account.....	10
4.2	Your account.....	10
4.3.1	How and when our charges are made	10
4.3.2	What appears on your invoice.....	10
4.3.3	How and when invoices are sent.....	11

4.3.4	How payment can be made	11
4.3.5	Missed payments – Code of conduct for debt recovery	11
4.3.6	Undercharging	12
4.3.7	Overcharging	12
4.3.8	Payment disputes	12
4.3.11	Interpreter Services.....	12
4.4	How prices are determined	12
4.4.1	Notification of price variations.....	12
4.4.2	Charges	13
4.5	Other costs and charges.....	13
4.5.1	Costs for installing and connecting the Services	13
4.5.2	Charges for other matters	13
5	Financial hardship, discounts and rebates	14
6	Restriction of water and wastewater services.....	14
6.1	Restriction of supply for non-payment.....	14
6.2	Restriction of supply for other reasons	14
6.3	Restriction and legal action	15
6.4	Minimum flow rate during restriction.....	15
6.5	Disconnection by a customer	15
6.6	Restoration of Services after restriction or disconnection	15
7	Redress	16
7.1	Limitation of liability.....	16
8	Responsibilities for maintenance and repair.....	16
8.1	Your Water System.....	16
8.2	Your Wastewater System.....	17
	Pressure sewer systems	18
8.3	Defective or unauthorised work.....	18
8.4	Giving notice of system failures.....	18
8.5	Building, landscaping and other construction work.....	18
8.6	Connections to the Services	19
8.7	Altering and unauthorised connection or use	19
8.8	Removal of trees.....	19
9	Entry onto a customer’s property for maintenance and/or alterations	19
9.1	Access to Our System	19
9.2	Identification.....	19
9.3	Notice of access	19
9.4	Impact on customer’s property	20
10	Water meter reading, installation, testing and maintenance	20
10.1	Measuring water supplied	20

10.2	Water meter installation and maintenance	20
10.3	Meter testing	21
10.4	Access to the water meter	21
10.5	Meter replacement	21
10.6	Telemetry	22
10.7	Additional provisions applicable to customers who are owners corporations	22
10.7.1	Operating and communications protocol	22
10.7.2	Access to operate and maintain plant and reticulation infrastructure	22
11	Who can I speak to if I have any questions or want to make enquiries?	24
11.1	General enquiries	24
11.2	Emergency assistance	24
11.3	Interpreter and TTY services	24
12	What can I do if I am unhappy with the service provided by Flow Systems?	24
13	Privacy	25
14	Termination and variation	25
14.1	Termination of this contract	25
14.2	Variation of this contract	26
15	Definitions and interpretation	26
15.1	Definitions	26
15.2	Interpretation	28

1 Introduction

1.1 Words used in this contract

Some of the words used in this contract have a special meaning. The meanings are set out in the Definitions in section 15 at the end of this contract.

1.2 Understanding the contract

There are a number of provisions in section 15 that may assist in interpreting this contract.

2 What is this contract and who is covered by it?

2.1 What is this contract?

This contract provides the terms under which we supply Services, where available, to you as our Customer. Services may include some or all of the following:

- supply of drinking water (sometimes called potable water);
- supply of recycled water (sometimes called non-potable water);
- provision of wastewater treatment (sometimes called sewerage) services; and
- provision of trade wastewater treatment services.

This contract is between Flow Systems Pty Ltd ACN 136 272 298 and you, the Customer, in relation to Services we provide to you. Our postal address is PO Box R455, ROYAL EXCHANGE NSW 1225. Our telephone number is 1300 803 803.

2.2 How is this contract entered into?

You have to register as a Customer online. That process includes:

- us providing you with the disclosure notice required by our Licence conditions²; and
- you acknowledging, via the online registration process, acceptance of these terms.

Where you are an owners corporation, we may dispense with the online registration process, but will still provide you with the disclosure notice prior to entry into the 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 Property within our area of operations that is connected to a water (drinking water and/or recycled water) and/or wastewater system owned and/or operated by us or any subsidiary of ours (and that connection has been authorised or approved by us) or where it is subject to a separate agreement; and/or
- you receive Services from us.

If you have a contract for the supply of water (drinking and/or recycled water) and/or wastewater services from another authorised supplier, this contract only applies to you for the Services you receive from us. Where you engage us to supply water (drinking and/or recycled water) and/or wastewater Services where you are currently receiving the supply of that service from another authorised supplier, then this contract is taken to be an authority and consent to that service being transferred from that other authorised supplier to us.

² Schedule 2, clause 14(5) of the *Water Industry Competition (General) Regulation 2008* (NSW)

2.3 Other agreements with us

If you have a separate agreement with us, this contract will apply so far as it is not inconsistent with that agreement.

We may enter a separate agreement with you for the provision of different levels of service where possible. Before entering a separate agreement with you, we will provide you with an estimate of the costs to supply you with the service requested and advise you if the service that we have agreed to provide is below the standards set out in this contract.

2.4 When does this contract start?

This contract starts on the date when you receive our Services, or the account is transferred to you, or you are transferred to us from an authorised supplier, whichever is sooner.

On its commencement, this contract replaces any previous contract between you and us, unless the other separate agreements listed in section 2.3 are in place.

Any rights and liabilities that have accrued under any previous contract with us are not affected by the commencement of this contract.

3 What Services does Flow Systems provide?

3.1 Water supply services

3.1.1. Drinking water (potable water)

Supply of drinking water

We may supply you with drinking water if your Property is within our area of operations or where you have entered a separate agreement with us for supply of drinking water.

In such case we will supply you with a drinking water service to meet your reasonable needs, except:

- in the case of planned interruptions under sections 3.3.1 and 3.3.2;
- where we are entitled to restrict supply under section 6; or
- in the case of events beyond our reasonable control, such as:
 - unplanned interruptions (including interruptions or operational difficulties in the supply of bulk drinking water to us) under section 3.3.2;
 - in the case of major operational difficulty under section 3.3.4; or
 - prolonged drought: see section 3.3.3.

If you are heavily dependent on a continuous supply of water it may be in your interests to consider contingency arrangements in the event of an interruption to the water supply. Any such arrangements would be at your cost.

Drinking water will be sourced from an established public water Authority, such as Sydney Water or Hunter Water.

Drinking water quality

The drinking water we source will comply with the health, taste and odour related guidelines provided in the *Australian Drinking Water Guidelines 2011* as specified by the relevant State health authorities and any other guidelines, as required by our Licence.

Drinking water pressure

We will use our best endeavours to ensure that the drinking water we supply to your Property is at the minimum pressure of 15 metres head, or such other pressure as required under our Licence.

Rate at which drinking water is to be available for supply to the customer's premises, whether generally or during specified periods

Subject to sections 3.3 and 6, drinking water is to be available for supply to the Customer's premises, whether generally or during specified periods, at a rate to meet reasonable demand at the premises. In multi-storey premises the rate also is impacted by the booster pumps generally located in the basement of the building.

Cross-contamination

We will take all reasonable steps to reduce the risk of cross-contamination in Our System, including separate piping for all drinking water reticulation mains, appropriate accreditation of plumbers in relation to installation and connection works, and the publication of guidelines for you and your tradespersons in relation to your household appliances and internal plumbing connected to Our System.

You must not tamper with or otherwise make any modifications to Our System without first obtaining our express written permission. If you don't do this, then there is a heightened risk of cross-contamination of your drinking water with other water sources.

3.1.2 Recycled water (ie non-potable water)

We may supply you with recycled water if your Property is within our area of operations or where you have entered a separate agreement with us for supply of recycled water.

In such case we will supply you with recycled water to meet your reasonable needs for irrigation, washing clothes (cold water inlet) and flushing toilets, except:

- in the case of planned or unplanned interruptions, under sections 3.3.1 and 3.3.2;
- in the case of major operational difficulty under section 3.3.3;
- where we are entitled to restrict supply under section 6; or
- in the case of events beyond our reasonable control.

Information is available on our website about the standard requirements for use of recycled water. We are not responsible for any use of recycled water at your Property that does not follow these requirements.

Please note that we may vary water pressure to suit operational needs, which may impact on your use, but we will use our best endeavours to ensure that the recycled water we supply to your Property is at a minimum pressure of 10 metres head.

Within our area of operations, the recycled water system and the recycled water we supply to you as our Customer will comply with the *Australian Guidelines for Water Recycling 2006 (Phase 1 Managing Health & Environmental Risks) National Water Quality Management Strategy* or as approved by the relevant Federal and/or State health authorities.

Our recycled water will be produced from removing and purifying the water contained in sewage, as may be supplemented by local water sources including drinking water.

Rate at which recycled water is to be available for supply to the customer's premises, whether generally or during specified periods

Subject to sections 3.3 and 6, recycled water is to be available for supply to the Customer's premises, whether generally or during specified periods, at a rate to meet reasonable demand at the premises. In multi-storey premises, the rate also is impacted by the booster pumps generally located in the basement of the building.

Cross-contamination

We have taken all reasonable steps to reduce the risk of cross-contamination in Our System, including separate piping for all recycled water reticulation mains, appropriate accreditation of plumbers in relation to installation and connections works, and the publication of guidelines for you and your tradespeople in relation to your household appliances and internal plumbing connected to Our System.

You must not tamper with or otherwise make any modifications to Our System without first obtaining our express written permission. If you don't do this, there is a heightened risk of cross-contamination of your recycled water with other water sources, especially your drinking water.

3.1.3 Registered haemodialysis (kidney dialysis) machine

If you require a water supply to operate a registered haemodialysis machine you must tell us in writing. If you do so, we will include you on our list of critical Customers and ensure all practical steps are taken to provide a water supply to meet your reasonable needs for the operation of the machine. However, disruptions to your water supply may not always be preventable, so you should be ready to make alternative arrangements if necessary.

We will use reasonable endeavours to notify listed people in advance of any planned interruption to the water supply service under section 3.3.2. In addition, we will use reasonable endeavours to contact you as soon as possible in the event of any unplanned interruption.

3.2 Wastewater services

3.2.1 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:

- where we are entitled to restrict supply under section 6; or
- in the case of planned interruptions and unplanned interruptions, under sections 3.3.1 and 3.3.2; or
- 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, whether generally or during specified periods, is as follows:

- For standard residential Customers connected to a pressure sewer system, the discharge rate is primarily limited by the volume of the wastewater collection tank (which forms part of our wastewater system), ie. no more than 900 litres per day.
- For Customers using a gravity sewer system 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.
- In the case of trade wastewater, the permitted rate of discharge is dealt with in section 3.2.4 below.

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

3.2.2 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, and which is within our control.

If there is a wastewater overflow on your Property due to the failure of our wastewater system, we will:

- respond promptly;
- minimise inconvenience and damage to you by ensuring the overflow is contained as soon as possible;

- clean up the affected area as quickly as possible at our cost and in such a manner to minimise the risk to human health, and;
- make good any damage to your Property as a result of the failure of our wastewater system.

3.2.3 Blockage of Your Wastewater System

If a blockage occurs and you suspect that it is a blockage in Our System, you should notify us.

If the blockage occurs in our wastewater system we will clear the blockage at our cost. However, you may be liable to pay to the extent you have contributed to the blockage.

If the blockage occurs in Your Wastewater System, you are responsible for arranging the blockage to be cleared by a licensed plumber at your cost.

3.2.4 Trade wastewater

You may discharge trade wastewater into our wastewater system only 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.

We will give you our prior written permission and enter into a trade waste agreement with you only 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.

3.2.5 Pressure sewer system connection

[Note: this provision is not applicable where the Customer is an owners corporation or an apartment owner]

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 the *Home Owner's Guide*, which is 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.

3.3 Factors affecting service

3.3.1 Unplanned interruptions

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:

- restoring the service as quickly as possible; and
- providing as much information as practicable on our website, which will advise you how long the interruption is likely to last based on the best information available at the time.

3.3.2 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.

3.3.3 Water restrictions – Drought

In accordance with our Licence, the Act and other laws, restrictions may be placed on the use of water we supply to you in the case of drought events. You must comply with our supply conditions during this time. We will publish our drought supply conditions on our website. These may include:

- restrictions on the use of water, including the purpose for which water may be used;
- a variation of charges consistent with our Licence; and
- other conditions that we consider appropriate, including the purposes for which water can be used, the times when water can be used, the quantities of water that can be used, and the means or methods of use of water.

We will also make every reasonable effort to notify you immediately following the imposition of any such water restrictions of any applicable conditions, where applicable.

3.3.4 Water restrictions - Major operational difficulty

In accordance with our Licence and the Act, we may need to shut down a water supply source in the event that a major operational difficulty occurs in relation to our water system or that of our bulk water supplier. If customer demands for water are high at the time of 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.

Where practicable, we will publish our supply/use conditions under these circumstances on our website. These may include:

- restrictions on the use of water, including the purpose for which water may be used; and
- other conditions that we consider appropriate, including the purposes for which water can be used, the times when water can be used, the quantities of water that can be used, and the means or methods of use of water.

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, as such, you are responsible for the account. To enable direct debit payment, as part of the Customer registration process you need to provide us with your bank account or credit card account details. If your Property is managed by a strata manager from a trust account which cannot be direct debited, we will accept payment by BPAY payment facilities. No other payment methods are accepted.

4.2 Your account

4.3.1 How and when our charges are made

We will charge you by invoice sent to your email address as set out in section 4.3.3 on the following basis:

- Fixed service charges – monthly in advance; and
- Variable usage charges – monthly in arrears.

If you have no email address, we will post the invoice to the billing address we have for you and you will pay our charges for postage and handling.

4.3.2 What appears on your invoice

Your invoice will include the following details:

- your Customer ID number
- your Property address

- the account period to which it applies
- your meter ID numbers
- the usage charges in arrears for each meter
- the service fees in advance
- any other fees and charges payable
- the total amount due
- the date payment is deducted from your account
- contact telephone numbers for account enquiries and emergency services
- instructions for interpreter services
- a comparison of past and present water usage.

4.3.3 How and when invoices are sent

We will send your invoice electronically to the latest email address we have for you, unless you have chosen to accept invoices by postage, in which case we will post your invoice to the latest postal address we have for you and may charge you for sending invoices by post.

You will be taken to have received your invoice when it has been sent electronically to your email address, or in the case of posting, 3 working days after it has been posted. You may access your account online. If your contact and payment (direct debit) details change, you should update these details online. 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.

4.3.4 How payment can be made

As part of the registration process and to open an account to receive the Services, you must supply details of your nominated bank account or credit card account for authorising direct debit payment or the details of your authorised property or strata manager. Based on these details, we will send you an invoice and direct debit your account on the first business day after the due date, which is 14 days later.

However, 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 BPAY payment facilities. No other payment methods are accepted.

4.3.5 Missed payments – Code of conduct for debt recovery

If you have missed a payment you should view our *Code of Conduct for Debt Recovery* at <http://flowsystems.com.au/governance/MissedPaymentsPolicy.pdf>. This document describes what we aim to do if a customer misses one or more 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 Australian and New Zealand Banking Group - 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 clause 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.

4.3.6 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 the 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, you must pay the correct amount on request.

4.3.7 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 after we become aware of the error.

4.3.8 Payment disputes

If you do not consider that the charges on your account are correct, you must contact us on 1300 803 803 (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.

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

You are liable to us for the unpaid amounts for the Services provided to the Property owed to us by the previous owner of the Property.

4.3.10 Lessee may pay and recover charges under customer contract

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 lessor³.

4.3.11 Interpreter Services

Should you require assistance in another language you can contact the Australian Translation and Interpreting Service (TIS) on 13 14 50 for assistance.

4.4 How prices are determined

4.4.1 Notification of price variations

We will set and vary charges from time to time, but only in accordance with our Licence, the Act and any prices and methodologies determined by the NSW Independent Pricing and Regulatory Tribunal (IPART).

We will publish our charges on our website, but they are subject to change. We will let you know of any material changes. Any changes will start on:

- the first day of the next billing cycle; or
- any other date we nominate after we have published the change; or
- a date (if any) determined by IPART.

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.

³ This paragraph reflects Section 46AE (Lessee may pay and recover charges under customer contract) of the *Water Industry Competition Amendment (Review) Act 2014* (NSW) which is anticipated to commence in 2016.

4.4.2 Charges

All current charges are published on our website and are subject to annual review. We will let you know of any changes, which will also be published on our website. All variable rate charges are based on usage. The following are the most common charges:

Residential

- Connection charges – fixed rate
- Wastewater service charge – fixed rate
- Recycled water service charge – fixed rate
- Recycled water usage charge – variable (\$/kL)
- Drinking water service charge – fixed rate
- Drinking water usage charge – variable (\$/kL)

Business

- Connection charges – fixed rate
- Wastewater service charge – variable (based on discharge factor)
- Recycled water service charge – fixed rate
- Recycled water usage charge – variable (\$/kL)
- Drinking water service charge – fixed rate
- Drinking water usage charge – variable (\$/kL)

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.

4.5 Other costs and charges

4.5.1 Costs for installing and connecting the Services

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 owners corporation or co-operative or the Property is a lot in multi-storey premises, the Building Plumbing System) to the Services.

Connection to the Services 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 plumbing codes, regulations and standards and our published connection requirements.

4.5.2 Charges for other matters

In the event you do anything that causes damage to Our System, you will be accountable for any costs and expenses we incur as a direct result in connection with any repair or replacement work undertaken.

Further, we may charge you a fee for any other services you request from us.

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 financial hardship or payment difficulties:

- you should contact us to discuss the situation; and
- 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:

- enable you to make payments by instalments;
- inform you about the period of the payment plan and the amount and frequency of each instalment;
- 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;
- 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). Details of plans and/or programs, if applicable, can be found on our website. In addition, Government programs may offer support. Any details of these Government programs will be on our website, but may change from time to time.

6 Restriction of water and wastewater services

6.1 Restriction of supply for non-payment

If you are unable to pay your account due to financial hardship 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.

6.2 Restriction of supply for other reasons

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

- if Your Water System or Your Wastewater System has not been authorised or does not comply with applicable codes, regulations and standards or our connection requirements;
- you fail to rectify a defect in Your Water System, Your Wastewater System or your landscaping where it compromises the operation and/or maintenance of our water and/or wastewater system, as requested by us in accordance with section 8.3;
- 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;
- 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;
- 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;

- if a serious health or environmental risk is posed by backflow of any substance from Your Water System into our water system;
- if you have not correctly installed and maintained a backflow prevention device prior to being connected to our water system or have failed to provide a test report by the due date (if required);
- you use your recycled water in a manner inconsistent with its intended purpose or in a manner contrary to the information we provide about using recycled water; or
- where we are entitled or required to restrict or to discontinue supply under an applicable law.

6.3 Restriction and legal action

We will not restrict supply of Services or begin legal action in the case of section 6.1 above:

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

We will not restrict supply of Services:

- if any occupier of the Property needs water for a registered haemodialysis (ie. kidney dialysis) machine;
- without giving reasonable notice to the occupier of the Property that we intend to restrict the supply; or
- 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 should contact us.

6.5 Disconnection by a customer

You may disconnect your Property from the Services if:

- you have complied with all applicable health, environmental and local council regulatory requirements;
- you have given us all information we may reasonably require;
- you have given us 30 days' written notice;
- you or your contractor have given us 30 days' notice of the disconnection from either system, paid the relevant fees, booked an inspection of the work and returned any of our property to us (eg. our water meters); and
- the disconnection is undertaken by a licensed plumber and conducted in accordance with applicable plumbing, drainage or other regulations 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 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 Redress

7.1 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:

- those set out in this document and those that the law says are implied or cannot be excluded; and
- the consumer guarantees under the *Competition and Consumer Act 2010 (Cth)*.

However, where we are liable to you because of a breach of a condition or warranty that the law says is included in this contract, our liability is, to the extent permitted by law, limited to:

- replacing the goods and services to which the breach relates; or
- 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

8.1 Your Water System

If you are a Property owner, you:

- own and are responsible for operating, maintaining and repairing all of;
 - Your Water System; and
- if you are an owners corporation (to the extent that it relates to drinking water or recycled water) the Building Plumbing System; and are responsible for any damage caused by a failure of Your Water System or the Building Plumbing System as the case may be.

We will maintain and repair our water system up to but not including the Customer's Connection Point.

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 multi-storey building customers (typically owners corporations), the Customer's Connection Point is the point that is the upstream face of the:

- (1) inlet flange of the connection between our water system and the Building Plumbing System for the conveyance of water to apartments and to common property areas, which is typically a booster pump located in the basement of the building; and
- (2) any "T-off" branch connection from the main building connection pipework of our water system leading to the Building Plumbing 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 to grant an easement in respect of that part of Our System, failing which you agree to grant us unfettered access to Our System for the purposes referred to in section 9.1.

We do not maintain or repair:

- the Building Plumbing System as it relates to drinking water or recycled water;
- illegal services and water services installed contrary to appropriate codes, regulations and standards or our connection requirements;

- dedicated fire services or combined fire and domestic water services connected to Our System;
- water services connecting to privately-owned water mains such as in some community title subdivisions or shared private services;
- private water services connecting to our water mains under the terms of a 'Non-standard Agreement'; or
- faults resulting from wilful or negligent damage.

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

We will also not meet the costs of installing any private services or modifying, upsizing or relocating existing private systems.

We are not responsible for installing, maintaining, repairing or annual testing of backflow prevention containment devices (ie. devices to prevent the reverse flow of water from a potentially polluted source into the drinking water supply system) on your Property.

Please see also section 10.7 below, our website or read your *Home Owner's Guide* if you have any questions about the repair and maintenance responsibilities in relation to the Services.

8.2 Your Wastewater System

Your Wastewater System comprises all wastewater pipes, fittings and other apparatus within your Property upstream of the downstream section of the Customer's Connection Point with our wastewater system, and includes the Customer's Connection Point (and if you are an owners 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:

- the Building Plumbing System as it relates to wastewater;
- wastewater services connecting to privately owned wastewater mains such as in some community title subdivisions or shared private services;
- private wastewater services connecting to our wastewater system under the terms of a 'Non-standard Agreement'; or
- faults caused by wilful or negligent damage.

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

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

Pressure sewer systems

If our wastewater system is a pressure sewer system:

- you are responsible for maintaining all electrical circuitry between your electricity meter and our control/alarm panel; and
- we are responsible for maintaining the wastewater collection tank, the pump, the control panel and the electrical circuitry between the control panel and the wastewater collection tank where the deterioration or failure is due to normal use in accordance with the *Home Owner's Guide*.

Please read your *Home Owner's Guide* if you have any questions about the repair and maintenance responsibilities in relation to the Services.

8.3 Defective or unauthorised work

In this section 8.3, 'defective or unauthorised work' means any service on your Property that includes:

- construction or use of a service that does not comply with current codes of practice, standards, legislation or regulations; and/or
- a blockage or leakage from, or into, the service.

If we become aware that any part of Your System is defective or unauthorised and impacts or poses a risk to the operation of the Services or Our System, we will 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 restrict the Services or disconnect the Services until it is fixed. We may also remedy the defective or unauthorised work 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 or obstruct access to Our System without first obtaining our consent.

Approvals for building, landscaping or other construction work that involves building over, or adjacent to Our System are to be requested from us in advance of any activity being undertaken on the Property. If you do not obtain any such approval prior from us, you will be obliged to disassemble any such building, landscaping or other construction work and reinstate to prior condition or such condition we advise.

Conditions may apply to any approval for building, landscaping or other construction work that is over, or adjacent to Our System delivering the Services.

Failure to obtain approval or comply with the conditions of an approval will limit our obligation to reinstate building, landscaping or other construction work or liability for compensation (see section 9.4) 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 (as described in section 10.4) at all times.

8.6 Connections to the Services

Connections to the Services and Our System are to be made using a licensed plumber and in accordance with our connection policies and any other plumbing and drainage regulations, codes and standards that may apply.

8.7 Altering and unauthorised connection or use

You must not:

- wrongfully take, use or divert any water supplied by us; or
- wrongfully interfere with the operation of a meter or prevent a meter from registering the quantity of any water supplied by us; or
- wrongfully discharge any substance into any system owned or operated by us.

You must obtain our consent before carrying out any activity that may alter, cause destruction of, damage to, or interference with Our System delivering 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.

9 Entry onto a customer's property for maintenance and/or alterations

9.1 Access to Our System

You must ensure that we have safe access to your Property to:

- install, commission, inspect, test, maintain, repair, alter, upgrade or replace Our System, irrespective of where Our System is located;
- ensure that this contract, our Licence or the Act is being complied with for other purposes set out in the Act or other applicable laws; and
- read a meter.

9.2 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).

9.3 Notice of access

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:

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

9.4 Impact on customer's property

If we enter your Property we will ensure that we:

- cause as little disruption or inconvenience as possible; and
- remove all rubbish and equipment we have brought on to the Property.

If our activities result in damage or loss to you or your Property, we may provide redress as outlined in Section 7.

10 Water meter reading, installation, testing and maintenance

10.1 Measuring water supplied

Unless we otherwise agree, a meter will measure the quantity of drinking water and/or recycled water that we supply you.

You will be charged for the quantity of drinking water and/or recycled water supplied to you measured by the drinking water meter and/or the recycled water meter, unless:

- the meter is faulty and we are required to adjust what we charge you under section 10.3; or
- a meter for recycled water is not installed, in which case we will bill you by applying a calculated ratio of recycled water quantity as a proportion of measured quantity of drinking water use – details of that ratio are available on request.

If a meter is stopped, damaged or cannot be read electronically, an estimated consumption will be calculated on a basis which is representative of your consumption pattern.

Where in our opinion no satisfactory basis exists to adjust a usage charge, we will negotiate with you a mutually agreeable adjustment of charges based on an estimated reading.

When the price for drinking water and/or recycled water and/or wastewater usage is varied on a date that falls within your meter reading period, we will apply the new price on a pro rata basis.

10.2 Water meter installation and maintenance

We will supply you with the meters referred to in section 10.1 that comply with the relevant Australian Standard. You must not remove a water meter from your Property without our consent.

We may require you to meter each individual Property served by a single connection to our water system. Your plumber or designer should check our published requirements during the planning stage.

Except for a Property which is an apartment in a multi-storey building, a backflow prevention device of a type approved by us may be required to be fitted to the outlet of the drinking water meter.

You are required to pay for installation of meters and ensure that they are installed either by us or a licensed plumber. The installed meters remain our property and we will maintain them. We may charge you for the cost of replacement of a meter if it is wilfully or negligently damaged. Where the

meter reading system is owned and operated by your owners corporation, that owners corporation is responsible for the maintenance of the meters.

We may require that you fit a meter to your fire service. This will be an Authority requirement.

10.3 Meter testing

If you consider that the meter is not accurately recording water passing through it, you may ask us to test it. We will send you the meter test results on your request.

You will have to pay the costs of the meter test prior to the test proceeding. This cost will be refunded if the meter is shown to be inaccurate.

If the test shows that the meter is over recording or under recording in accordance with the relevant Australian Standard, we will:

- replace or repair the meter;
- refund any charge paid by you for the test; and
- recalculate your account on a basis that is representative of your consumption pattern.

10.4 Access to the water meter

We may enter your Property without notice for the purposes of reading, testing, inspecting, maintaining, repairing, and replacing meters.

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

If you have not provided reasonable and safe access to your meter, we will (unless we read using telemetry) bill you on an estimate of your use and will also recover the cost of the attempted meter reading.

Unless we read meters using telemetry, if you have not provided reasonable and safe access to meters for a reading on two or more occasions, we will:

- relocate the meters; or
- seek access at a time suitable to you, which will incur an additional fee; or
- ask you to read the meters on our behalf; or
- make other arrangements with you.

You will be responsible for any costs incurred for the work detailed above.

Unless we read meters using telemetry, if you cannot provide reasonable access for reading a meter on an ongoing basis and we cannot come to a mutually acceptable solution, we may treat your Property as un-metered and may impose an imputed service and usage charge. The imposition of imputed charges does not affect our right to address meter access issues at any subsequent time.

10.5 Meter replacement

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

- is found to be defective; or
- if it can no longer be reasonably maintained; or
- is replaced as part of a meter replacement program.

If we incur additional costs to replace the meter because of actions by you (eg. restricted access to the meter, structural work at or near the meter), you have to pay us those additional costs.

We will attempt to notify you at the time of replacement and advise you that a new meter has been installed.

10.6 Telemetry

Where we read meters using telemetry but there is a problem with the telemetry system or the building's shared information technology network affecting the meter data, we bill you on an estimate of your use.

10.7 Additional provisions applicable to customers who are owners corporations

10.7.1 Operating and communications protocol

The Customer must comply with (and ensure that its building/facilities manager complies with) certain operational responsibilities and the communication and notification protocols set out in our *Water Services Infrastructure Operating & Communications Protocol - High Rise Communities* published on our website, as amended from time to time. The protocol covers matters such as:

- water services responsibilities including the plumbing for drinking water and recycled water located downstream of our connection points with the Building Plumbing System, which are typically located just upstream of the booster pumps, and plumbing for sewage from each lot and common property areas to our local water centre;
- controlling water infrastructure risks, including drinking water, grease trap management and asset protection;
- faults, incidents and emergencies; and
- water quality concerns or complaints.

10.7.2 Access to operate and maintain plant and reticulation infrastructure

(a) Glossary

In this clause 10.7.2:

Recycled Water Plant Deed means the Recycled Water Plant Deed we have entered into with the landowners (or co-operative) in relation to the strata scheme or schemes with which the Property is associated to regulate the relationship between us and the landowners or co-operative as applicable.

Reticulation Infrastructure has the meaning given in the Recycled Water Plant Deed.

(b) Access to maintain

The Customer:

- (i) must ensure that it and its building/facilities manager permit us and our authorised contractors to have at all times safe, suitable and convenient access to the Reticulation Infrastructure and our recycled water plant (also known as the Local Water Centre) if located in your Property, to enable us to perform our obligations under the Recycled Water Plant Deed to operate and maintain the plant and Reticulation Infrastructure;
- (ii) acknowledges and agrees that such access includes:
 - (A) provision of functioning security passes in a quantity as we may reasonably require and one (or such other number as is reasonably required) complete set of keys to permit access at all times to all secured areas of the Customer's building (for example, in basement areas, floor areas and in roof areas of buildings and common areas) in which the Reticulation Infrastructure (including bulk meters and sub-meters) is located; and

- (B) such other forms of access pass or keys as is reasonably required having regard to the security technologies used in the buildings and common areas.

(c) **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 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 (eg. 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 bought onto the Property.

(d) **Telemetry**

Where any of the Services are metered, the Customer:

- (i) must supply, install and test the pulse meter cabling between the meters and the locations of our telemetry hardware, ie. cables and data management unit boxes;
- (ii) for the purpose of data in relation to the Services being captured and provided, grants us:
 - (A) the right to enter and remain on your property for a reasonable time, together with any equipment and personnel necessary, to install, commission, maintain and repair our metering telemetry hardware (including cables and data management unit boxes) for connection to the shared information technology network in or on your Property connected to the internet; and
 - (B) outbound logical electronic internet access from that network; and
- (iii) must, for the purposes of paragraphs (i) and (ii) above, use its best endeavours to provide continuous internet access and power supply, but the parties acknowledge that the Customer may have no redundancy back up infrastructure to ensure that the internet access and/or power supply to the Property is uninterrupted.

We will supply, install and maintain our telemetry hardware (ie cables and data management unit boxes).

(e) **Changes of lot ownership**

The Customer must facilitate, 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.

(f) **Data sharing where customer is Owners Corporation**

We must provide to the Customer, so far as we are legally able to, consumption data from any meter for a service provided by us within parcel of the strata scheme that the Customer is the Owners Corporation of.

This data:

- (i) may be used for the reasonable purposes of the Customer including recharging services provided by the Customer to owners or occupiers within the parcel of the strata scheme that the Customer is the Owners Corporation of (such as a heating service for potable hot water); and
- (ii) must be provided in such form, and on such regular intervals as is reasonably required by the Customer.

The Customer agrees to take reasonable steps to preserve the privacy of that data.

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

11.1 General enquiries

If you have a written or verbal question which can be satisfied by providing information, advice, assistance, clarification, explanation or referral to an external body (**Enquiry**) relating to an account, payment options, concession entitlements or other information about the Services, we encourage you to contact us as follows:

- by visiting our website
- by telephone between 8.30am and 5.00pm (Australian Eastern Standard Time) Monday to Friday on 1300 803 803 or such other telephone number as may be notified to you
- 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.

11.2 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.

11.3 Interpreter and TTY services

We provide an interpreter service for people from non-English speaking backgrounds. Please call 131 450 to access these services.

Customers who are deaf or have a hearing or speech impairment can contact us through the National Relay Service (NRS):

- TTY users phone 133 677 then ask for 1300 803 803 or such other number as may be notified to you.
- Speak and Listen (speech-to-speech relay) users phone then ask for 1300 803 803 or such other number as may be notified to you.
- Internet relay users connect to the NRS (see www.relayservice.com.au for details) and then ask for 1300 803 803 or such other number as may be notified to you.

12 What can I do if I am unhappy with the service provided by Flow Systems?

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. If you have a complaint please view our *Code of Conduct for Customer Complaints* at <http://flowsystems.com.au/governance/CustomerComplaints.pdf>

This Code, which is compliant with the Australian Standard for Complaint Handling - AS ISO 10002 - 2006, covers:

- Complaints handling
- Complaints resolution
- Escalation
- Compliance and continuous improvement.

13 Privacy

Flow Systems 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, currently located at <http://flowsystems.com.au/privacy/>. 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 owners 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 owners 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 eligibility⁴.

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

14 Termination and variation

14.1 Termination of this contract

This contract will terminate between us and you if you cease to be covered by 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 connected residence 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.

⁴ Please note that at present no government concessions are available. However we may, in our discretion, provide an equivalent concession at our own cost if you are eligible.

14.2 Variation of this contract

We may vary or substitute this contract from time to time. If we do so, we will let you know by mentioning it 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.

15 Definitions and interpretation

15.1 Definitions

Act	means the <i>Water Industry Competition Act 2006 (NSW)</i> together with the <i>Water Industry (General) Regulation 2008 (NSW)</i> as amended or replaced from time to time.
Area of operations	is the area within which the Flow Systems is authorised to exercise the rights conferred by the licence.
Authority	is any public or private authority having jurisdiction and may include us.
Building Plumbing System	means, in a high rise building, the plumbing system between the Customer's Connection Point and Your System.
Charges	includes any charge or fee payable under this Contract or other contract made between the Flow and a customer for the provision of Services.
Co-operative	A body that is owned, controlled and used by its members (eg. separate owners corporations within a precinct), with its main purpose being to benefit its members.
Connection Requirements	means Flow'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 the Our systems are protected against potential problems that could arise from defective connections and defective customer systems.
Contract	means this Customer Contract.
Customer	is defined in section 2.2.
Customer's Connection Point	is the customer's connection point to the relevant: (a) water main (ie such part of our operator's water infrastructure as comprises the main water pipe from which water is distributed to premises); and (b) sewer main (ie such part of our operator's water infrastructure as comprises the main sewage pipe into which sewage is distributed from premises) as described in sections 8.1 and 8.2.
Defective and unauthorised work	means any drinking water, recycled water, wastewater or stormwater service on your property that includes: <ul style="list-style-type: none">• construction or use of a service that does not comply with current codes of practice, standards, legislation or regulations; and• and/or a blockage or leakage from, or into, the service.
Disconnection	means the stopping (either temporarily or permanently) of our supply of Services to your property.
Domestic wastewater	includes all liquids and any substances in them, which may be discharged into our wastewater system from a residential property, including discharges from toilets, hand basins, urinals, sinks, baths, showers, washing machines and similar items.
Drinking water	means water that is intended for human use and consumption and free of harmful chemicals and disease-causing organisms.
Drought	includes a prolonged period of low rainfall resulting in an actual or potential water shortage.
Financial hardship	means situations where a customer 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.
Law	means any act, regulation or Authority requirement.

Licence	means each of the relevant Network Operator's licence and the Retail Supplier's licence held by the relevant subsidiary of Flow Systems Pty Ltd (or Flow Systems Pty Ltd itself) under the Act.
Maintenance	includes repairs and replacement, and, where relevant, testing and inspection.
Meter	is the device used to measure the drinking water or recycled water use on the property. This includes any remote reading equipment and associated telemetry, wiring, power, plumbing and servicing equipment.
Our System	means any one or more of our wastewater system and/or our recycled water system and/or our water system.
Our water service	means the services we are permitted to provide by the Licence and any applicable law in relation to storing and supplying drinking water and recycled water.
Our water system	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 Act to store and supply water and recycled water.
Our wastewater service	means the services we are permitted to provide by the Licence and any applicable law in relation to providing wastewater services and disposing of wastewater.
Our wastewater system	includes the pumps and pumping stations, wastewater mains, pipes, treatment plants and other equipment which we must provide, manage, operate and maintain under the Act to provide wastewater services and disposal or reuse of wastewater.
Owner	a person who holds ownership title to the property.
Owners corporation	a body made up of all the owners in a strata scheme which has responsibility for common property.
Planned interruption	means an interruption to the Services initiated by us to allow maintenance to be undertaken and for which notice has been given to you.
Pressure sewer system	means a system where wastewater is pumped to our wastewater system from collection tanks installed on your property and where these tanks and pumps are owned and maintained by you.
Property	means <ul style="list-style-type: none"> • an individual dwelling or premises used for any purpose; or • land, whether built on or not built on (excluding public land); or • a lot in a strata plan or a stratum lot that is registered under <i>the Strata Schemes (Freehold Development) Act 1973</i> or <i>the Strata Schemes (Leaseholder Development) Act 1986</i> or other relevant law; or • common property in such a strata plan, that is connected, or for which a connection is available, to our water system or our wastewater system or is within a declared drainage area.
Recycled water	is recycled water that is derived from treated wastewater and is not suitable for drinking at the time of supply by us.
Residential customer	means a customer who owns or occupies residential property, being property: <ul style="list-style-type: none"> • that is the customer's principal place of residence; and/or on • land categorised as residential under <i>the Local Government Act 1993</i>.
Restriction	means a direct intervention in the water supply system by Flow in order to reduce the flow rate or water pressure to a customer's property. <i>See separate and unrelated definition for "Water restrictions"</i> .
Services	means our water service and/or our wastewater service
Service charge	is a charge for service availability (rather than use) of our wastewater service, recycled water service, or drinking water service, where the Property is connected to the wastewater, recycled water, or water service.
Strata manager	a licensed professional who is engaged by an owners corporation to deal with the everyday needs of managing a strata scheme.
Strata scheme	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 individual lot and also shares the ownership of common property with other lot owners.

Trade wastewater	includes any liquid, and any substances contained in it, which may be discharged into our wastewater system, and any vehicle transporting wastewater, including septic effluent and wastewater from ships and boats. Trade wastewater does not include sewage from residential premises connected to our wastewater system. The term trade wastewater as used in this document includes run off from contaminated open areas.
Unplanned interruption	Means an unscheduled interruption to supply of Services.
Wastewater	means untreated or partially treated material contained within our wastewater system, consisting of discharges from residential properties, or trade wastewater.
Wastewater overflow	a discharge of wastewater from our wastewater system. These overflows may occur in wet or dry weather.
Water restriction	means a restriction by us on the use of water in accordance with a law or with the Licence.
We, our or us	means Flow Systems Pty Ltd and its relevant wholly owned subsidiaries responsible for supplying or providing the Services or operating our water system or our wastewater system, including their respective officers, employees, agents and contractors.
Your System	means one or both of Your Wastewater System and/or Your Water System.
Your Wastewater System	is defined in section 8.2.
Your Water System	Is defined in section 8.1.
You or your	means our customer for the purpose of this contract.

15.2 Interpretation

In this contract:

- a person includes an individual, a body corporate, an unincorporated body or other entity;
- the law includes legislation, regulations, licenses, orders, mandatory codes, permits and directions;
- a working day is Monday to Friday, excluding New South Wales gazetted public holidays;
- the singular includes the plural and vice versa;
- if there is any inconsistency between this contract and any law, the law will prevail to the extent of the inconsistency;
- the reference to document, instrument or law includes any amendments, revisions, renewals, substitutions or reprints from time to time; and
- where a word is defined, any other grammatical form of that word has a corresponding meaning.