



Aqua Ferre (Muchea) Pty Ltd
trading as Muchea Water
ABN 86 630 936 319
WL51

Customer Contract

This is our standard water supply contract for customers

Faults and enquiries **08 9551 1620** (option 1) (24 hours)

Enquiries **08 9551 1620** (option 3)
(9am to 4pm weekdays, excluding public
holidays)

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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 of this Contract which will assist in understanding 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 Muchea Water supplies Services, where available, to you as its Customer. Services covers the supply of Drinking Water (sometimes called potable water).

This Contract is between Aqua Ferre (Muchea) Pty Ltd ACN 630 936 319 trading as Muchea Water and you, the Customer, in relation to Services Muchea Water provides to you. The postal address of Muchea Water is: PO Box 1982, West Perth WA 6872. Our telephone number is: 08 9551 1620.

2.2 How is this Contract entered into?

When you purchase a property in Muchea Water's Area of Operations, you should be provided with an Account Establishment form by your settlement agent, or you can download a form from Muchea Water's website, or you can request a form be sent to you by Muchea Water. This form provides Muchea Water with your contact details, your property details, billing information and acknowledgements.

This Contract does not get signed. You are covered by this Contract and are a Customer of ours, if:

- you are the Owner within our Area of Operations that is connected to a Drinking Water system owned and/or operated by Muchea Water or any subsidiary of Muchea Water (and that connection has been authorised or approved by Muchea Water) or where the supply of Services is subject to a separate written agreement; and/or
- you receive Services from Muchea Water.

This Contract only applies to you for the Services you receive from us.

2.3 Other agreements with us

If you have a separate written agreement with us for the supply of Services, 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 services 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 established or transferred to you, whichever is sooner.

On its commencement, this Contract replaces any previous contract between you and us, unless 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 Muchea Water provide?

3.1 Water supply services

3.1.1 Drinking Water (potable water)

(a) Supply of Drinking Water

We may supply you with Drinking Water if your Property is within our Area of Operations and you have registered as a Customer and paid your connection fee or you have entered a separate agreement with us for the supply of Drinking Water.

In such cases we will supply you with a Drinking Water service to meet your reasonable needs, except:

- in the case of interruptions under sections 3.2.1 and 3.2.2
- 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 Drinking Water to us) under section 3.2.2
 - in the case of major operational difficulty under section 3.2.4; or
 - prolonged Drought – see section 3.2.3.

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 interruption to the water supply. Any such arrangements would be at your cost.

Drinking Water will be supplied from water we source from the Leederville-Parmelia Aquifer which is treated to Australian Drinking Water Guidelines for potable water by our water treatment plant at Reserve Road, Chittering.

(b) 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* as specified by the Department of Health Western Australia and the Department of Water and Environmental Regulation Western Australia and any other guidelines, as required by our Licence.

(c) 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.

(d) Supply Rate

This refers to the rate at which Drinking Water is to be available for supply to the Customer's Property, whether generally or during specified periods.

Subject to sections 3.2 and 6, Drinking Water will be available for supply to the Customer's Property, whether generally or during specified periods, at a rate to meet reasonable demand at the Property.

(e) Cross-contamination

We will take all reasonable steps to reduce the risk of cross-contamination in Our Water 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 Water System.

You must not tamper with or otherwise make any modifications to Our Water System without first obtaining our express written permission. If you tamper with or otherwise make any modifications to Our Water System, there is a heightened risk of contamination of your Drinking Water.

3.1.2 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 your name, preferred contact details and supply address on our Preserved Supply Register 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 notify listed people on the Preserved Supply Register in advance of any Planned Interruption to the water supply service under section 3.2.2. In addition, we will notify you as soon as possible in the event of any Unplanned Interruption. Notification will be sent to you using your preferred contact details recorded on the register, or by electronic means, or by post or delivered to that supply address.

3.2 Factors affecting service

3.2.1 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
- 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.

Further detail on Unplanned Interruptions, including the process for addressing water leaks or burst water mains and flooding, is provided in the Leaks and Burst Main Response Procedure provided on our website.

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 Water System or the systems of any public water supply that interface with Our Water 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 – 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 prior to implementing any restrictions. 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
- 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 make every reasonable effort to notify you as soon as practicable following the imposition of any such Water Restrictions of any applicable conditions, where applicable.

3.2.4 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. 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
- 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 the Property to which the Services are provided, you are our Customer and, as such, you are responsible for the account.

Bill payment method options and the fees and charges (if any) associated with each bill payment method offered will be outlined on our website. To enable direct debit payment, you will need to provide us with your bank account or credit card details.

4.2 Your account

4.2.1 How and when our Charges are made

We will charge you by invoice sent to your email address as set out in section 4.2.3 on the following basis:

- fixed Service Charges – quarterly (ie approximately every three months) in advance for the standard Service Charge and for the 425kL per annum take or pay water allocation (equivalent to 35.4166kL per month)
- variable use Charges – quarterly in arrears for usage above your allocation, or adjusted monthly once the annual allowance is exceeded.

4.2.2 What appears on your invoice

Your invoice will include the following details:

- Customer's name
- your Customer and Meter ID numbers
- your Property address
- any other address nominated by you for sending of bills
- the day on which the bill is issued
- the account period to which the bill applies
- the charge payable
- the water service for which the charge is payable
- the date when payment is due
- the nature and amount of any applicable concession
- the amount of any interest or fees charged for late payment of amounts outstanding from previous bills
- the amount of any arrears or credit standing to the Customer's name
- the options for payment that are available to the Customer
- if applicable, a statement advising that interest or fees may be charged for late payment of the bill
- contact telephone numbers for account enquiries, payment difficulties and emergency services
- instructions for interpreter services
- a comparison of past and present water usage.

4.2.3 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 post, 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, three working days after it has been posted. If you have supplied contact and payment (direct debit) details, your nominated account will continue to be debited regardless in accordance with section 4.2.4.

4.2.4 How payment can be made

Payment can be made in any one of the following ways:

- by telephone or internet banking through your bank or financial institution, which may include the use of credit or debit card facilities
- by direct payment into our bank account
- by post by supplying a cheque or money order
- in the case of a residential Customer via Centrepay – a direct debit service provided by Centrelink

- via online direct debit. If you wish to pay by this method, you will be requested to supply details of your nominated bank account or credit card account for authorising direct debit payment. Based on these details, we will send you an invoice and direct debit your account on the first business day after the due date. The due date is 14 days after the invoice is issued.

No other payment methods are accepted.

4.2.5 Missed payments – debt recovery

If you have missed a payment you should view the Non-payment of Water Bills section of our Customer Service Charter, available on our website. This document describes the actions taken 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:

- where we are unable to deduct payment from your nominated account on the due date, at our discretion, charge you a late payment fee (as an administration fee), and interest on any such missed payments at a rate of 1% per month on the overdue amount until such amount has been settled by deduction from your nominated account, or such other payment method as agreed by us
- charge you our reasonable costs and fees incurred in recovering (or attempting to recover) any overdue amount
- notify relevant credit agencies, and/or take other legal action to recover any overdue amount
- 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 occupied by a person other than the Owner, you agree that, without limiting clause 4.1 or 4.2.10, 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 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.

4.2.7 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 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 telephone 08 9551 1620 (or another telephone number we provide you).

You may request a review of your invoice in accordance with our Review of Billing Procedure which is provided on our website.

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 the unpaid amounts for the Services provided to the Property owed to us by the previous Owner.

4.2.10 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 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 recover the amount paid from you as lessor as a debt due to the lessee.

4.3 How prices are determined

4.3.1 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 WA Economic Regulation Authority.

We will publish our Charges on our website, including any concessions that are available, 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
- any other date we nominate after we have published the change; or
- a date (if any) determined by the WA Economic Regulation Authority.

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 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:

(a) Residential

- Connection Charges – fixed rate
- Water Service Charge – fixed rate
- Allocation Charge – fixed rate (including up to 425kL of water per annum)
- Water usage Charge – variable above 425kL per annum (\$/kL)

(b) Business

- Connection Charges – fixed rate
- Water Service Charge – fixed rate
- Water usage Charge – variable (\$/kL)

4.4 Other costs and Charges

4.4.1 Costs for installing the Services

You must pay the installation costs of a connection and the construction of any necessary works from your Property to the Services. The Services must be connected in accordance with section 8.5.

4.4.2 Charges for other matters

In the event you do anything that causes damage to Our Water 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 or work you request from us.

4.5 Services to be provided without charge

We provide the following services to our Customers on request and at no charge. A list of these free services is also maintained on our website:

- services for account, payment and general enquiries for use by Customers with hearing or speech impairment
- interpreter services for account, payment and general enquiries
- a print version of any of our publicly available documents.
- Customer's personal account information, including information about invoices previously issued to the Customer and about the quantity of water supplied to the Customer in previous billing periods.

5 Financial Hardship

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. You will be considered to be in Financial Hardship if paying your water bill will affect your ability to meet your basic living needs.

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

- 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 to your consumption needs, your capacity to pay and the amount of any arrears you are required to pay
- provide you with procedures that are fair and reasonable for dealing with financial difficulty.

Our Financial Hardship Policy outlines the standards we will adopt with the customers who do not have the capacity to pay their water bill because of Financial Hardship. Our Financial Hardship Policy is available on our website.

6 Restriction of Water Services

6.1 Restriction of supply for non-payment

If you are unable to pay your bill 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, restrict any or all of the Services, or take legal action in order to recover the amount you owe us, 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 the Services, or if legal action is taken.

6.2 Restriction of supply for other reasons

We may also restrict (or in serious cases and subject to clause 95 of the Act, Disconnect) the supply of Services to your Property in the following circumstances:

- if Your Water 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 or your landscaping where it compromises the operation and/or Maintenance of our water as requested by us in accordance with section 8.2
- you breach this Contract, the Act or other agreement with us concerning the use of taking of water or access onto your Property
- if a serious health, environmental or operational risk is posed by the discharge of chemicals or other substances from your Property into Our Water System
- where you are entitled or required to restrict or to discontinue supply under an applicable Law
- where you install or operate at the Property any heavy duty electrical or plumbing equipment or machinery, without obtaining our prior written consent
- where you use Your Water System, in our reasonable opinion, to unreasonably or excessively use the capacity or resources of Our Water System in a manner which may hinder or prevent us from providing Services to other customers or which may pose a threat to the integrity of Our Water System or water supply
- if as a residential customer, in our reasonable discretion, you consume any water or Services in excess of the normal consumption for residential use, unless agreed with us in writing.

6.3 Restriction and legal action

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

- without explaining payment options
- if there is an unresolved dispute as to the amount owing
- 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 Restoration of Services after Restriction

When the reason for the Restriction of the Services no longer exists or if there is mutual agreement to restore the Services, we will restore the 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 circumstances 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 Contract and those that the Law says are implied or cannot be excluded
- 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, at our option:

- replacing the goods and Services to which the breach relates; or
- 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 an Owner, you own and are responsible for operating, maintaining and repairing all of Your Water System.

We will maintain and repair Our Water System up to but not including the Customer's Connection Point.

The Customer's Connection Point is at the point on the Meter valve assembly immediately downstream of the Meter.

To the extent Our Water System is on your Property, you agree to grant us unfettered access to Our Water System for the purposes referred to in section 9.1.

We do not maintain or repair:

- 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 Water System
- private water services, that are not Our Water System, connecting to our water mains under the terms of a “Non-standard Agreement” with us; or
- faults resulting from wilful or negligent damage (other than caused by us).

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 our Standard Terms & Conditions applicable to your Supply on our website if you have any questions about the repair and Maintenance responsibilities in relation to the Services.

8.2 Defective or Unauthorised Work

In this section 8.2, “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 Water System is defective or unauthorised and impacts or poses a risk to the operation of the Services or Our Water 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.

8.3 Giving notice of system failure

You should inform us if you become aware of any failure of Our Water System delivering the Services. If you notify us of an interruption to your supply or a burst, overflow or leak in Our Water System, we will ensure that the problem is attended to as soon as practicable.

8.4 Building, landscaping and other construction work

You must not undertake building, landscaping or other construction work that is over or adjacent to Our Water System and which may damage, interfere with or obstruct access to Our Water System without first obtaining our consent.

Approvals for building, landscaping or other construction work that involves building over, or adjacent to Our Water 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 Water System delivering the Services.

Failure to obtain approval or comply with the conditions of an approval will limit our obligations 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 Water 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.

8.5 Connection to 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.

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

8.6 Altering and unauthorised connection or use

You must not:

- wrongly take, use or divert any water supplied by us
- 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 consent before carrying out any activity that may alter, cause destruction of, damage to, or interference with Our Water System delivering the Services.

8.7 Removal of trees

If a tree on your Property is obstructing or damaging the Services or Our Water 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 the damage or interference to the Services or Our Water 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 of Western Australia Act 1990, local council regulation or other applicable Law.

9 Entry onto a Customer's Property for Maintenance and/or Alterations

9.1 Access to Our Water System

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

- install, commission, inspect, test, maintain, repair, alter, upgrade or replace Our Water System irrespective of where Our Water 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
- read the Meter
- exercise any rights we may have under this Contract (such as removing a tree in accordance with section 8.7).

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 purpose of entry
- we intend to conduct a Water Restriction investigation on your Property
- we conduct a general inspection such as an inspection of the Meter, plumbing or a backflow device; or
- our access is to assess the operation or condition of Our Water 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
- remove all rubbish and equipment we have brought onto 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 Meter Reading, Installation, Testing and Maintenance

10.1 Measuring water supplied

Unless we otherwise agree, a Meter will measure the quantity of Drinking Water that we supply you.

You will be charged for the quantity of Drinking Water supplied to you measured by the Meter, unless the Meter is faulty and we are required to adjust what we charge you under section 10.3.

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 your estimated reading. Failing agreement we will calculate a fair charge based on your historical average daily water usage as determined by us, acting reasonably.

When the price for Drinking Water usage is varied on a date that falls within your mutually agreeable adjustment of Charges based on an estimated reading, then an estimated consumption will be calculated which is representative of your consumption pattern and applied at the new price.

When the price for Drinking Water 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 Meter installation and Maintenance

We will supply you with a Meter that complies with the relevant Australian standard. You must not remove a Meter from your Property without our consent.

We may require a Meter on 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.

A backflow prevention device of a type approved by us may be required to be fitted to the outlet of the Meter.

You are required to pay for installation of a Meter and ensure that the Meter is installed by us. The installed Meter remains our property and we will maintain it. We may charge you for the cost of replacement of a Meter if it is wilfully or negligently damaged.

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 in accordance with our Review of Billing Procedure which is available on our website.

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
- 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 Meter.

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

If you have not provided reasonable and safe access to your Meter, we will (unless we read using telemetry) invoice 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 your Meter for a reading on two or more occasions, we will:

- relocate the Meter
- seek access at a time suitable to you, which will incur an additional fee
- ask you to read the Meter 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 unmetered and may impose an imputed service and usage charge calculated in accordance with section 10.1. 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
- 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 charge you on an estimate of your use calculated in accordance with section 10.1.

11 Enquiries

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 entitlement or other information about the Services, we encourage you to contact us as follows:

- by visiting our website
- by telephone between 9am and 4pm (Australian Western Standard Time) Monday to Friday on 08 9551 1620 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 breakdown in Our Water System, an Unplanned Interruption to supply, or a water quality or water pressure problem, we provide a 24-hour emergency telephone service on our website 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 this service.

Customers who are deaf or have a hearing or speech impairment can contact us through the National Relay Service (NRS) on 133 677.

12 What can I do if I am unhappy with the service provided by Muchea Water?

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 Customer Complaints Procedure detailed in the Customer Service Charter on our website.

The Procedure, which is compliant with the Australian Standard for Complaint Handling, AS ISO 10002–2006, covers:

- how complaints are to be lodged and recorded
- time limits and methods for responding to complaints.

13 Privacy

Muchea Water 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 1988* (Cth) set out in our Privacy Policy as updated from time to time, located on our website. This policy includes information about how you can access your personal information which we hold and how to make a complaint about how we handle your personal 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 or seek collection of that 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:

- 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
- 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.

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 Property, you need to:

- notify us of the date you will depart, at least two weeks prior to your departure
- provide us with the details of the new incoming Owner 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.

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 Services Act 2012 (WA)</i> as amended or replaced from time to time
Area of Operations	is the area within which Muchea Water is authorised to exercise the rights conferred by the Licence
Authority	is any public or private authority having jurisdiction and may include us
Charges	includes any charge or fee payable under this Contract or other contract made between Muchea Water and a Customer for the provision of Services
Connection Requirements	means Muchea Water'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 Our Water Systems are protected against potential problems that could arise from defective connections and defective Customer systems
Contract	means this Customer contract
Customer	as defined in section 2.2
Customer's Connection Point	is the customer's connection point to the relevant water main (ie such part of our operator's water infrastructure as comprises the main water pipe from which water is distributed to premises) as described in section 8.1
Defective or Unauthorised Work	means any Drinking Water 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/or blockage or leakage from, or into, the Service
Disconnect	means the stopping (either temporarily or permanently) of our supply of Services to your Property
Drinking Water	means water that is included for human use and consumption and free of harmful chemicals and disease-causing organisms
Drought	includes a prolonged period of 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 and where paying the account will affect their ability to meet basic living needs
Law	means any act, regulation or Authority requirement
Licence	means the Water Services Licence held by Muchea Water or the relevant subsidiary of Muchea Water under the Act
Maintenance	includes repairs and replacement and, where relevant, testing and inspection
Meter	is the device used to measure the Drinking Water use on the Property. This includes any remote reading equipment and associated telemetry, wiring, power, plumbing and servicing equipment
Our Water System	the tanks, pumps or pumping stations, water mains, pipes, treatment plants, controls and other equipment which we use, manage, operate and maintain under the Act to store and supply water including all reticulation to deliver water to your Property and the part of that reticulation which connects and includes the Meter and all connections up to but excluding the Customer's Connection Point
Owner	a person who holds ownership of the 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
Property	means: <ul style="list-style-type: none"> • an individual dwelling or premises used for any purpose • land, whether built on or not built on (excluding public land) that is connected, or for which a connection is available, to Our Water System

Restriction	means a direct intervention in the water supply system by Muchea Water in order to reduce the flow rate or water pressure to a Customer's Property. See separate and unrelated definition for "Water Restrictions"
Services	means the water services we are permitted to provide by the Licence and any applicable Law in relation to storing and supplying Drinking Water
Service Charge	is a charge for service availability (rather than use) of our Drinking Water service, where the Property is connected to the water service or our Water Service is otherwise available
Unplanned Interruption	means an unscheduled interruption to supply of Services
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 Muchea Water and its relevant wholly owned subsidiaries responsible for supplying or providing the Services, including their respective officers, employees, agents and contractors
Your Water System	All reticulation and piping, taps, connections from and including the Customer's Connection Point more particularly detailed 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, licences, orders, mandatory codes, permits and directions
- a working day is Monday to Friday, excluding Western Australia 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
- where a word is defined, any grammatical form of that word has a corresponding meaning.