

## 1 APPLICATION

These terms and conditions apply to **customers** applying to connect **your** monitoring device (“**your** device”) to our infrastructure.

## 2 DESCRIPTION OF BRING YOUR OWN SMART METER SERVICES

The service provides **you** the option to connect to a **pulse output device** which **we** have installed on the water **meter(s)** to which **your** connection to the service at the **supply address** relates.

## 3 OBLIGATIONS

### 3.1 Infrastructure

The service is provided by the installation of a **pulse output device** onto **our** water **meter**. **You** can then connect **your** own device to the pulse output cable.

It is **your** responsibility to protect all equipment from damage.

During the first five years, **we** will cover all legitimate maintenance or replacement costs associated with the **pulse output device**.

Beyond the first five years all maintenance and replacement costs associated with the **pulse output device** remain **your** the responsibility..

Costs associated with the repair or replacement of damaged or lost **pulse output device** equipment or fittings, owing to unauthorised interference or otherwise, will be borne by **you**, except for in exceptional circumstances to be determined at **our** discretion.

### 3.2 Accuracy and reliability

While every attempt is made to provide good quality equipment in provision of the service, **we** provide no guarantee as to the accuracy of the **pulse output device**, reliability, and continuity of the service.

**You** understand that attempting to access, or gaining access to, water use data relating to the **supply address** after **you** or **we** terminate **your** service or **you** vacate the **supply address** is not permitted under these terms and conditions, and to do so may constitute a contravention of general privacy laws.

## 4 CONNECTING YOUR DEVICE

**We** will, on **your** application, provide a quote to install a **pulse output device** to the water **meter(s)** detailed in **your** application for the service.

On **your** acceptance of the quote, **we** will issue an invoice for the amount contained in the quote, and upon payment of the amount for which **you** are invoiced, **you** agree to be bound by these terms and conditions.

That invoice is payable prior to both the installation of required equipment and the commencement of **your** access to the service.

In some cases it may not be possible to provide a service to the water **meter(s)** detailed in **your** application, and if this is the case, **you** will be notified in writing by **us**.

If, in an attempted installation of the **pulse output device** at the **supply address**, **we** identify any impediments to a standard installation not identified by **you** in **your** application for the service, **we** will provide to **you** a revised quote accounting for any impediments to standard installation.

If, at the time of an attempted installation of the **pulse output device** at the **supply address**, **we** identify objects or conditions that:

- are likely to interfere with the performance of the **pulse output device**; or
- on a completed installation, would constitute a breach of any law or regulation; or
- pose an unacceptable risk to the health and safety of **our** staff performing installation;

for which no reasonable and practical solutions are possible, **we** will not proceed with the installation and **you** will be refunded all fees and charges paid to **us** under the terms of this agreement.

**We** will supply the **pulse output device** to our water meter for a fee

**We** will inform **you** of the pulse weight (litre value for each pulse) and the pulse type, Dry contact (domestic) or passive output 2.7-24VDC (industrial).

**You** may connect **your** device to the pulse unit. The **pulse output device** may be used for monitoring purposes only, not control purposes.

**You** are responsible for any costs associated with damage to our infrastructure caused or contributed to by the connection of **your** device.

**You** must remove **your** device from the **pulse output device** if there is a change in ownership of the property at **your** cost.

**You** are not permitted to connect **your** device other than to the **pulse output device**.

## 5 TERMINATION OF THIS SERVICE AND REMOVAL OF PULSE UNIT

### 5.1 Termination by us

**We** may terminate our provision of the service if;

- the supply of the service to **your supply address** has been disconnected in accordance with these terms and conditions;
- **you** are no longer the owner of the **supply address**; or
- **We** wish to install our own monitoring device.

**We** may also terminate for convenience by providing **you** with one month's notice in writing

### 5.2 Notice of termination by us

If **we** terminate our provision of the service in accordance with clause 5.1, **we** undertake to provide to **you** as much advance notice of termination as is practicable, having regard to the circumstances giving rise to termination.

### 5.3 Termination by you

**You** must provide **us** one month's notice to terminate the provision of the service, and **you** may terminate at any point in accordance with this clause 5.3.

Upon terminating this agreement, **you** are required to pay to us all outstanding fees and charges, and other amounts owed under these terms and conditions.

No fees or charges paid to us under the terms of this agreement are refundable, except for in circumstances contemplated in clause 4.

Notice may be provided by:

- personal contact
- telephone
- electronic mail
- writing to **us**.

## 5.4 Removal of Pulse Unit

Following termination, **we** may remove the **pulse output device**, or may leave it in place at our discretion.

## 6 FORCE MAJEURE

### 6.1 Effect

If, but for this clause 11, a party ("the affected party") would breach these terms and conditions due to the occurrence of a **force majeure event**:

- the obligations of the affected party, other than any obligation to pay amounts, are suspended to the extent to which they are affected by the **force majeure event** for so long as the **force majeure event** continues; and
- the affected party must use its **best endeavours** to give the other party prompt notice of the **force majeure event**, an estimate of its likely duration, the obligations affected by it

### 6.2 Notice

The notice referred to above may be given on **our** website. If the effects of a **force majeure event** are widespread, **we** will be deemed to have given notice by way of a 24-hour telephone **service** within 30 minutes of being advised of the **force majeure event** or otherwise as soon as practicable.

## 7 INFORMATION AND PRIVACY

**We** will keep **your** personal information confidential in accordance with the State Government's Information Privacy Principles and **our** Privacy Policy.

## 8 GENERAL

### 8.1 Applicable law

The laws in force in the State of South Australia govern these terms and conditions.

### 8.2 Our obligations

Some obligations placed on **us** under this agreement may be carried out by others engaged by **us** to perform the obligations on **our** behalf.

**ANNEXURE**

The following words have the attributed meanings for the purposes of these terms and conditions.

<b>Act</b>	means the <i>Water Industry Act 2012 (SA)</i> as amended from time to time.
<b>best endeavours</b>	means to act in good faith and use all reasonable efforts, skill and resources.
<b>customer</b>	Means:  a customer as defined under section 4 of the <b>Act</b> which currently means:  "a person who owns land in relation to which a retail <b>service</b> is provided and includes— where the context requires, a person seeking the provision of a retail <b>service</b> ; and  in prescribed circumstances—a person supplied with retail <b>services</b> as a consumer or user of those <b>services</b> (without limiting the application of this definition to owners of land); and  a person of a class declared by the <b>regulations</b> to be customers."; and  also includes the tenant at the supply address.
<b>fees and charges</b>	means <b>our</b> fees and charges as specified in the <b>Fees and Charges Schedule</b> .
<b>Fees and Charges Schedule</b>	means the fees and charges schedule published by <b>us</b> on <b>our</b> website - sawater.com.au - and in the Gazette as may be amended from time to time.
<b>force majeure event</b>	means an event outside the control of <b>us</b> , the occurrence of which could not be reasonably foreseen by <b>us</b> , or if it could be foreseen, could not reasonably have been guarded against.
<b>meter</b>	means the device and associated equipment owned by <b>us</b> used to measure the use of water or recycled water of a property.
<b>Pulse output device</b>	Pulse output device means a device, connected to the water meter providing a dry contact signal or passive pulse output in line with the water meter type and pulse weight.
<b>Regulations</b>	means the <i>Water Industry Regulations 2012 (SA)</i> as may be amended from time to time.
<b>supply address</b>	means the property address at which the <b>pulse output device</b> is to be provided under these terms and conditions
<b>us/we</b>	means SA Water
<b>water</b>	includes desalinated water and water that may include any material or impurities, but does not include recycled water or sewage.
<b>you/yours</b>	means the <b>customer</b> agreeing to these terms and conditions.