

1 APPLICATION

These terms and conditions apply to **customers** applying for a connection to the **Smart Meter Services** ('the service').

2 DESCRIPTION OF SMART METER SERVICES

The service provides **you** regularly updated water consumption data for 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 telemetry equipment onto **our** water **meter** as detailed in the quote accepted by **you**.

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

During the warranty period, identified in your quote, **we** will cover all legitimate maintenance costs.

Beyond the warranty period all maintenance costs associated with telemetry equipment, or replacement of the telemetry equipment, remain the responsibility of the customer, as defined in the original quote accepted by **you**, including battery replacement costs as detailed on **our** website – sawater.com.au - which is to be covered by **you**.

Costs associated with the repair or replacement of damaged or lost telemetry 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, reliability, and ownership of data

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

The data remains the property of SA Water. **We** may, for network intelligence purposes, retain and use water-use data associated with the provision of **your** service.

Your service will be deactivated upon termination of the services, and once deactivated, historical data relating to **your** deactivated service will not be available to you

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

You must terminate the provision of the service, in accordance with clause 7.3, if there is a planned change of property ownership at the **supply address**.

If **you** are the property owner at the **supply address**, **you** must notify any tenant at the **supply address** that water usage data for the **supply address** is accessible to **you**, regardless of the term of tenancy.

4 CONNECTIONS

We will, on **your** application, provide a quote to install telemetry equipment 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 telemetry equipment 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 telemetry equipment at the **supply address**, **we** identify objects or conditions that:

- are likely to interfere with the performance of the telemetry equipment; 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.

5 FEES AND CHARGES

5.1 Fees and charges

Fees and charges relating to the provision of the service are detailed on **our** website.

5.2 Obligation on customer to pay account

In consideration of **us** providing **you** the service, **you** agree to pay **us** the **fees and charges**.

The rate at which **your** service will be charged is set out in the quote addressed to **you**, in response to **your** application for connection to the service.

5.3 Changes in fees and charges

We retain the right to change our **fees and charges** from time to time.

Any changes to **fees and charges** applicable to **you** will be re-published and will appear on **our** website – sawater.com.au

5.4 GST

The **Fees and Charges Schedule** is subject to amendment from time to time, and other amounts payable under this contract may be stated to be exclusive or inclusive of GST.

6 BILLING

6.1 Billing cycle

A once off bill for charges to connect to the service will be payable prior to connection being granted.

We will use **our** best endeavours to issue **you** a bill at least annually for ongoing fees for continuing access to the service.

6.2 Billing address

We will issue a bill to **you** at the **supply address** identified in your application unless **you** subsequently nominate another address.

It is **your** responsibility to advise **us** of any change in billing address, or pending change in billing address, prior to the issue of **your** next bill.

6.3 Basis for bills

We will base **your** bill on initial charges as agreed in the initial quote for connection to the service and ongoing annual fees as outlined in **our Fees and Charges Schedule**.

6.4 Pay-by date

Unless otherwise agreed, **you** must pay the amount shown on each bill by the date for payment (**the pay-by date**).

6.5 Payment methods

We offer a range of payment methods which will be listed on **your** bill, and which are subject to change from time-to-time.

6.6 Charge for dishonoured payments

This clause 6.6 applies where you pay your bill by cheque, or by a direct debit from an account with an authorised deposit taking institution, or by credit card.

If a payment referred to in this clause is dishonoured or reversed, which results in us incurring a fee, we may recover the amount of that fee from you.

7 TERMINATION OF THIS SERVICE

7.1 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;
- the fees and charges for the service have not been paid for a 60 day period

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

7.2 Notice of termination by us

If **we** terminate our provision of the service in accordance with clause 7.1, **we** undertake to provide to **you** as much advance notice of termination as is practicable, having regard to the circumstances giving rise to termination.

7.3 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 7.3.

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**.

8 FORCE MAJEURE

8.1 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

8.2 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.

9 INFORMATION AND PRIVACY

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

10 GENERAL

10.1 Applicable law

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

10.2 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.

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