

Altogether Group Pty Ltd ACN 136 272 298

Customer Contract – all customers

Water supply and wastewater services

1 August 2024

This is our standard water supply and wastewater services contract for our ‘small retail customers’ and for all other customers.

Faults and emergencies	Call 1300 803 803 (24 hours)
Enquiries	Call 1300 803 803 (8:30am to 5:00pm AEST weekdays, excluding public holidays) or Visit https://altogethergroup.com.au/forms/contact-us/

Interpreter and hearing or speech impaired services

We provide a 24 hour interpreter service, at our cost, 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 in the following ways:

- 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 through the National Relay Service - see www.relayservice.com.au for details, and then ask for 1300 803 803 or such other number as may be notified to you.

Call 1300 803 803 or visit <https://altogethergroup.com.au/forms/contact-us/>

PO Box 404 Nundah Qld 4012

ABN 28 136 272 298 altogethergroup.com.au

contents

1. Introduction	1
1.1 Words used in this contract.....	1
1.2 Understanding this contract.....	1
2. What is this contract and who does it cover?	1
2.1 What is this contract?.....	1
2.2 How is this contract formed?	1
2.3 Other agreements with us	2
2.4 When does this contract start?	2
2.5 Commercial tenants	2
3. What services does Altogether provide?	2
3.1 Water supply services.....	2
3.1.1 Drinking water (also called ‘potable water’)	2
3.1.2 Recycled water (also called ‘non-potable water’)	4
3.2 Wastewater services.....	5
3.2.1 Supply of wastewater services	5
3.2.2 Wastewater overflow	6
3.2.3 Blockage of your wastewater system	6
3.2.4 Trade waste	6
3.2.5 Pressure sewer system connection	7
3.2.6 Sewer mining	7
3.3 Factors affecting service	7
3.3.1 Unplanned interruptions	7
3.3.2 Planned interruptions	7
3.3.3 Water restrictions – Drought	8
3.3.4 Water restrictions - major operational difficulty	8
3.3.5 Water restrictions – unauthorised use of recycled water	8
3.3.6 Repairs and maintenance	8
4. What you pay.....	9
4.1 Responsibility to pay the account.....	9

4.2	Your bills	9
4.2.1	When are bills sent	9
4.2.2	What appears on your bill	9
4.2.3	How are bills sent	10
4.2.4	How to make payment	10
4.2.5	Missed payments	10
4.2.6	Undercharging	11
4.2.7	Overcharging	11
4.2.8	Payment disputes	11
4.2.9	New owner liable for unpaid charges under customer contract on change of ownership	11
4.2.10	Lessee may pay and recover charges under customer contract	11
4.3	Charges	12
4.3.1	Publication of charges and variations	12
4.3.2	Measuring water supplied	12
4.3.3	Wastewater charges – fixed service charge, variable usage charge and excess wastewater fee	13
4.3.4	Costs of installing and connecting to our system	15
4.3.5	Charges for other matters	15
5.	Financial hardship, discounts and rebates.....	16
6.	Restriction of water and wastewater services.....	16
6.1	Restriction of supply for non-payment.....	16
6.2	Restriction of supply or disconnection for other reasons.....	16
6.3	Conditions for restriction	17
6.4	Minimum flow rate during restriction.....	18
6.5	Disconnection by a customer.....	18
6.6	Restoration of services after restriction or disconnection.....	19
7.	Limitation of liability	19
8.	Responsibilities for maintenance and repair.....	19
8.1	Your Water System	19
8.2	Your wastewater system.....	20
8.3	Pressure sewer systems.....	21

8.4	Defective or unauthorised work or interference.....	22
8.5	Giving notice of system failures.....	23
8.6	Building, landscaping and other construction work.....	23
8.7	Connections to the services.....	24
8.8	Altering and unauthorised connection or use.....	24
8.9	Removal of trees.....	24
8.10	System diagrams.....	25
9.	Entry onto a customer’s property.....	25
9.1	Access to Our System.....	25
9.2	Access to meters.....	26
9.3	Identification.....	26
9.4	Notice of access.....	26
9.5	Impact on customer’s property.....	26
10.	Water meter reading, installation, testing and maintenance.....	26
10.1	Water meter installation and maintenance.....	26
10.2	Meter testing.....	27
10.3	Meter replacement.....	28
10.4	Additional provisions applicable to customers who are owners corporations	28
10.4.1	Operating and communications protocol	28
10.4.2	Access to operate and maintain plant and reticulation infrastructure	28
10.4.3	Changes of lot ownership	30
11.	Obligations on sale of your property.....	30
12.	Who can I speak to if I have any questions or want to make enquiries?31	
12.1	General enquiries.....	31
12.2	Emergency assistance.....	31
12.3	Interpreter and hearing or speech impaired TTY services.....	31
13.	What can I do if I am unhappy with the service provided by Altogether? 31	
13.1	Customer complaints.....	32
13.2	Complaints review.....	32
13.3	Resolution of complaints.....	32
13.4	External dispute resolution.....	33
13.4.1	The Energy and Water Ombudsman, New South Wales (EWON)	33

- 13.4.2 NSW Civil and Administrative Tribunal (NCAT) 33
- 13.4.3 Other legal avenues 34
- 14. Privacy.....34
- 15. Termination and variation34
 - 15.1 Termination of this contract..... 34
 - 15.2 Variation of this contract..... 35
- 16. Definitions and interpretation36
 - 16.1 Definitions 36
 - 16.2 Interpretation..... 41

1. Introduction

1.1 Words used in this contract

Words that are bold and italicised in this *contract* have a special meaning. The meanings are set out in the Definitions in section 16 of this *contract*.

1.2 Understanding this contract

There are a number of provisions in section 16 that may assist in interpreting this *contract*.

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

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

2.1 What is this contract?

This *contract* provides the terms under which we supply *services* to you as our *customer*. *Services* may include some or all of the following (depending on whether or not they are available to you):

- (a) supply of *drinking water* (sometimes called potable water);
- (b) supply of *recycled water* (sometimes called non-potable water);
- (c) provision of *wastewater services* (sometimes called sewerage); and
- (d) provision of *trade waste* services.

This *contract* is between Altogether Group Pty Ltd ACN 136 272 298 and you, the *customer*, in relation to *services* we provide to you. Our postal address is PO Box 404, Nundah Qld 4012. Our telephone number is 1300 803 803.

2.2 How is this contract formed?

You must register as a *customer* online. That process includes:

- (a) us providing you with the disclosure notice to the extent required by our *licence* conditions; and
- (b) you accept these terms via the online registration process.

This *contract* does not get signed. Subject to sections 2.4 and 2.5, you are covered by this *contract* and are a *customer* of ours if you are the *owner* of *property* within our *area of operations* and your *property* is connected to *our water system* and/or *our wastewater system* owned and/or operated by us or any subsidiary of ours, and:

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

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

2.3 Other agreements with us

If you have a separate agreement with us, the terms of that agreement will take precedence over the terms of this **contract**, to the extent of any inconsistency between them.

We may enter a separate agreement with you for the provision of different levels of service than provided under this **contract**. 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?

If as at 1 August 2024 you are an existing **customer** or receiving our **services**, this **contract** commences on 1 August 2024, when it replaces the previous contract between you and us. Any rights and liabilities that have accrued under any previous contract with us are not affected by the commencement of this **contract**.

If as at 1 August 2024 you were not an existing **customer** or receiving our **services**, this **contract** commences on earliest of the date when:

- (a) a meter is installed by or for us at your **property**;
- (b) you register as a customer;
- (c) you first receive our **services** (if applicable); and
- (d) the account is transferred to you and (if applicable) the date you are transferred to us from an authorised supplier.

2.5 Commercial tenants

Except for new **customers** from 1 August 2024, you are also our **customer** if you receive our **services** and you are a person who occupies a non-residential premise under a tenancy agreement and you are not occupying a **property** under a residential tenancy agreement.

3. What services does Altogether provide?

3.1 Water supply services

3.1.1 Drinking water (also called 'potable water')

Supply of drinking water

We may supply you with **drinking water** if your **property** is within our **area of operations** and:

- (a) you (or your builder or contractors) use **drinking water** at that **property** from **our water system** prior to a **meter** for **drinking water** owned by us being installed at your **property**;

- (b) is connected to a *meter* for *drinking water* owned by us; or
- (c) where you have entered a separate agreement with us for supply of *drinking water*.

If we supply you with *drinking water*, we will supply you with a *drinking water* service to meet your reasonable needs, except:

- (d) in the case of *unplanned interruptions* as mentioned in section 3.3.1;
- (e) in the case of *planned interruptions* as mentioned in section 3.3.2;
- (f) in the case of *water restrictions* as mentioned in section 3.3.3;
- (g) in the case of major operational difficulty as mentioned in section 3.3.4;
- (h) where we are entitled to restrict supply as mentioned in section 6; or
- (i) in the case of events beyond our reasonable control.

If you are heavily dependent on a continuous supply of water, you should 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 must comply with the health, taste and odour related guidelines provided in the *Australian drinking water guidelines* 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 a minimum pressure of 15 metres head¹, or as otherwise required or permitted under our *licence*. In multi-storey premises, our obligation to supply *drinking water* at a minimum pressure of 15 metres head², or as otherwise required or permitted under our *licence*, is limited to the interconnection point at or near ground level as this is impacted by the booster pumps generally located in the basement of the building and not owned by us.

Rate at which drinking water is to be available

Subject to sections 3 and 6, *drinking water* is to be available for supply to the *customer's* premises at a flow rate to meet reasonable demand at the premises' point of connection. In multi-storey premises, our obligation to supply *drinking water* at that rate is reduced to the extent the rate is impacted by the booster pumps generally located in the basement of the building and not owned by us.

¹ that is, 147 kPa

² that is, 147 kPa

Health or special needs

If you require water supply to operate a life support machine or for other special health needs, you must arrange for your health provider to notify us. In certain circumstances you may be eligible for an allowance of water use that is not subject to *charges*.

Cross-contamination

We will take reasonable steps to reduce the risk of cross-contamination in *our system*, including separate piping for all *drinking water* reticulation mains, ensuring plumbers performing installation and connection works are appropriately accredited, and the publishing guidelines for you and tradespersons relating to household appliances and internal plumbing connected to *our system*.

You must not tamper with or make any modifications to *our system* without obtaining our express prior written permission. Without our permission, there may be a heightened risk of cross-contamination of your *drinking water* with other water sources.

3.1.2 Recycled water (also called 'non-potable water')

We may supply you with *recycled water* if your *property* is within our *area of operations* and is connected to:

- (a) *our recycled water system* (either directly or, for example via the *recycled water* reticulation system in multi-storey premises, indirectly) or where you have entered into a separate agreement with us for supply of *recycled water*; and
- (b) *our wastewater system* (either directly or, for example via the *wastewater* reticulation system in multi-storey premises, indirectly).³

In such a case we will supply you with *recycled water* to meet your reasonable needs for irrigation, washing clothes (cold water inlet), flushing toilets and for other specific purposes authorised in your community, except:

- (c) in the case of *unplanned interruptions* as mentioned in section 3.3.1;
- (d) in the case of *planned interruptions* as mentioned in section 3.3.2;
- (e) in the case of *water restrictions* as mentioned in section 3.3.3;
- (f) in the case of major operational difficulty as mentioned in section 3.3.4;
- (g) in the case of use of *recycled water* for purposes that are not permitted as mentioned in on 3.3.5;
- (h) where we are entitled to restrict supply as mentioned in section 6; or

³ Except where you (or your builder or contractors) use *recycled water* at your *property* from *our water system* prior to a *meter* for *recycled water* owned by us being installed at your *property*, if you are connected to *our wastewater system*, you must accept a *recycled water* supply service from us.

- (i) in the case of events beyond our reasonable control.

You must only use *recycled water* for the purposes that are permitted in your community. Information is available on our website about the permitted uses of *recycled water* at your premises. We are not responsible for any use of *recycled water* at your *property* that does not follow these permitted uses.

Recycled water quality

Within our *area of operations*, the *recycled water* we supply will comply with the *Australian guidelines for water recycling* or another standard approved by the relevant Federal and/or State health authorities.

Recycled water pressure

We will use our best endeavours to ensure that the *recycled water* we supply to your *property* is at a minimum pressure of 15 metres head⁴, or as otherwise required or permitted under our *licence*. In multi-storey premises, this obligation is limited to the interconnection point at or near ground level, as this is impacted by the booster pumps generally located in the basement of the building and not owned by us.

Rate at which recycled water is to be available

Subject to sections 3 and 6, *recycled water* is to be available for supply to the customer's premises at a rate to meet reasonable demand at the premises. In multi-storey premises, our obligation to supply *recycled water* at that rate is reduced to the extent the rate is impacted by the booster pumps generally located in the basement of the building and not owned by us.

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 reasonable use (defined below) for the discharge of *domestic wastewater*, except:

- (a) in the case of *unplanned interruptions* as mentioned in section 3.3.1;
- (b) in the case of *planned interruptions* as mentioned in section 3.3.2;
- (c) where we are entitled to restrict supply as mentioned in section 6; or
- (d) in the case of events beyond our reasonable control.

The rate at which matter may be discharged into *our wastewater system* from the customer's premises (**discharge rate**) is as follows ('reasonable use'):

- (e) for residential *customers* connected to a *pressure sewer system*, the maximum discharge rate for *wastewater* is limited to an average use of 600 litres per day;

⁴ that is, 147 kPa

- (f) for *customers* using a gravity sewer system and for commercial and multi-storey building *customers*, the discharge rate for *wastewater* is limited by the capacity of *your wastewater system*; and
- (g) in the case of *trade waste*, the permitted discharge rate as set out in section 3.2.4.

While you may discharge normal *domestic wastewater* into *our wastewater system*, you must not discharge other substances without our prior written permission as set out in section 3.2.4.

3.2.2 Wastewater overflow

We will use best endeavours to minimise the incidence of *wastewater overflows* on your *property* due to a failure of *our wastewater system* that is within our control.

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

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

3.2.3 Blockage of your wastewater system

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

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

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

3.2.4 Trade waste

You may only discharge *trade waste* into *our wastewater system* if you have obtained our prior written permission through a trade waste permit for this in accordance with our [Trade Waste Policy](#). The trade waste permit will be set out in your *non-standard details sheet* and will detail the permitted rates of *trade waste* discharge and additional *charges* that will apply. We will only give you a trade waste permit if we are able to accept, transport and process *trade waste* that you discharge in compliance with applicable safety and environmental *laws*, our *licence* and the *Act*.

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

For further information on *trade waste*, applying for a trade waste permit and the relevant guidelines and standards please visit <https://askus.altogethergroup.com.au/hc/en-us/articles/4403700514329-Trade-waste>.

3.2.5 Pressure sewer system connection

When we provide **our wastewater service** through a **pressure sewer system** (that we own, install and maintain), you must provide us, at your expense, with continuous and regular electricity for the operation of the requisite pump, control panel and ancillary equipment which is dedicated to serving your **property** and forms part of our **on-lot wastewater system**.

For our **on-lot wastewater system** you must comply with whichever is applicable of our **Home Owner's Guide** or our **Developer Guidelines – Commercial & Multi-Dwelling Residential** published on our website, as updated from time to time.

You must give us access to your **property** for the purposes of **maintenance** where necessary, as set out in section 9.

If you fail to comply with the requirements referred to in this section, we may charge you a fee and may also charge you additional amounts if the fee does not cover our costs and expenses incurred or likely to be incurred in connection with your failure.

3.2.6 Sewer mining

You may only extract from **our wastewater system** where you have obtained our prior written permission and entered into an agreement with us for this activity.

3.3 Factors affecting service

3.3.1 Unplanned interruptions

If there is an **unplanned interruption**, we will use reasonable endeavours to minimise the inconvenience to you by:

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

3.3.2 Planned interruptions

We may need to arrange **planned interruptions** 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 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 minimise the effects of a *planned interruption*.

3.3.3 Water restrictions – Drought

In accordance with our *licence*, the *act* and other *laws, restrictions* may be placed on the use of *drinking water* and *recycled water* we supply to you in the case of *drought* events. You must comply with any applicable supply *restrictions* during this time. We will publish applicable *drought* supply *restrictions* on our website. These may include:

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

We will also use reasonable endeavours to notify you in your next bill following the imposition of any such *restrictions* and any applicable conditions.

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 if a major operational difficulty occurs in *our system* or the systems of any public water authority that interface with *our system*. We may interrupt the supply or place *restrictions* on the use of our water supply *services* to you until such time as the operational difficulty is over. These may include *restrictions* referred to in sections 3.3.3(a) and 3.3.3(c).

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

3.3.5 Water restrictions – unauthorised use of recycled water

If you use *recycled water* for a purpose that is not permitted or if you use *recycled water* at a rate or volume that exceeds reasonable ordinary use, we may charge you an additional fee or tariff, disconnect the supply of *recycled water services* to your *property* or place *restrictions* on the use of *recycled water* at your premises. These *restrictions* may include those referred to in sections 3.3.3(a) to 3.3.3(c).

We will use reasonable endeavours to consult with you about *recycled water* use at your premises before disconnecting or placing *restrictions* under this section. You must comply with *restrictions* put in place under this section and pay any costs or expenses we incur in connection with any disconnection or failure to comply with those *restrictions*.

3.3.6 Repairs and maintenance

If we undertake any work on our assets located at or adjacent to your *property* that you did not request us to undertake, we will leave the affected area and immediate surrounds as near as possible to their original state which existed prior to the work being undertaken, unless we have agreed to a different arrangement with you.

4. What you pay

4.1 Responsibility to pay the account

You must pay the amount on each bill you receive from us by the date specified unless you have entered a payment arrangement with us.

4.2 Your bills

4.2.1 When are bills sent

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

- (a) fixed *service charges* for your connection to our *system* – in arrears at least every three months;
- (b) variable usage *charges* – in arrears at least every three months; and
- (c) other *charges* for one-off *services* or costs – at or around the time the service is provided, or cost incurred.

4.2.2 What appears on your bill

Your bill will include the following details:

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

4.2.3 How are bills sent

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

You will be taken to have received your bill when it has been sent electronically to the last email address you registered with us, or in the case of posting, 3 working days after it has been posted. If you do not nominate a postal address or email address, the bill will be sent to the *property* to which the *services* are available to be provided or your last known postal address. Your bill will be considered delivered to you if it is sent by one of the above means.

If your contact and payment (direct debit) details change, you must update these details. If you do not update your payment (direct debit) details, your nominated account will continue to be debited regardless in accordance with section 4.3.4 and any *charges* or costs we incur will be added to your bill.

4.2.4 How to make payment

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

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

Based on these details, we will:

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

No other payment methods are accepted.

4.2.5 Missed payments

We will contact you after any missed payment to discuss the situation and 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 incurred in recovering (or attempting to recover) any overdue amount;

- (c) notify relevant credit agencies, and/or take other legal action to recover any overdue amount; and
- (d) where the *customer* is not the occupier of the *property* to which our *services* are being provided, subject to relevant privacy *law*, attempt to contact the occupier to discuss the outstanding payment and determine if the occupier wants to settle the payment directly on behalf of the *customer* to avoid any disruption to or *restriction* of the delivery of the *services*.

If the *property* is tenanted, you agree that, without limiting section 4.2.10, 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 undercharging is due to you providing incorrect information or there has been an unauthorised connection or you have breached this *contract* or relevant *law*, in addition to paying the adjusted invoice at the time of request you must also pay our costs of investigating the undercharging and adjusting your account.

4.2.7 Overcharging

If, due to our error, we have charged you more than what you are required to pay us, we will apply a credit to your next account in the next bill after we become aware of the error.

4.2.8 Payment disputes

If you consider that the *charges* on your account are incorrect, you must contact us on 1300 803 803 or another telephone number we provide. In some cases, we will require you to provide evidence to support your claim. If there is an unresolved dispute concerning an amount of money to be paid by you, you must pay the undisputed amount by the due date shown on your account.

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

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

4.2.10 Lessee may pay and recover charges under customer contract

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

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

- (a) recover the amount paid from you as lessor as a debt due to the lessee; or

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

4.3 Charges

4.3.1 Publication of charges and variations

We will set and change our **charges** from time to time, but only in accordance with any applicable **laws**.

We publish our current **charges** on our website, but they are subject to change. We will let you know of any changes to our current **charges** by a message in a bill sent to you by email and/or post, or in an email or letter. We will communicate this message as soon as practicable and, in any event, no later than your first bill for the period when the change in our **charges** take effect or otherwise in accordance with any applicable **laws** and codes.

We will update our website to show our new **charges** as soon as possible after they are changed.

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 Measuring water supplied

Subject to paragraphs (a) to (k), and without limiting our right under clause 4.3.1 to vary **charges** on daily pro-rata basis, 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 **water** supplied to you measured by the applicable **meter**, unless:

- (a) a **meter** is not able to be read because we are not able to safely or reasonably access the **meter**; or
- (b) the **meter** is faulty or is not capable of being read; or
- (c) a **meter** is not installed, for example where section 3.1.1(a) applies, ie you (or your builder or contractors) use **drinking water** at that **property** from **our water system** prior to a **meter** for **drinking water** owned by us being installed at your **property**; or
- (d) telemetry, information technology networks or other systems used to read the **meter** remotely (meter reading system) (whether or not these are owned by us) are not providing us with accurate, complete and reliable data; or
- (e) 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 the quantity of **drinking water** and/or **recycled water** is not able to be measured (including for any of the reasons listed above), we may, at any time, including between (if we able to do so) charging you for the quantity of **water** supplied to you measured by the applicable **meter**, calculate your **drinking water** and/or **recycled water** consumption by any or all of the following methods:

- (f) estimating your consumption from previous consumption patterns at your **property**;

- (g) estimating your consumption by reference to typical consumption patterns for properties that are similar to your *property*;
- (h) if your *property* is part of a *strata scheme*, community scheme or other multi-premises where the total consumption for that multi-premise is measured by a *meter* (bulk meter), by using unit entitlement, lot area, lot type or other reasonable method of allocation of consumption shown on the bulk meter between properties down stream of that bulk meter;
- (i) if you are a *strata scheme*, community scheme or other multi-premises where the total consumption for that multi-premise is measured by a bulk meter, for calculating common property water consumption by deducting from the total consumption measured at the bulk meter the sum of the water volumes billed to individual properties within the *strata scheme*, community scheme or other multi-premises;
- (j) estimating or imputing your consumption by using another method as reasonably determined by us; or
- (k) using any other method as reasonably determined by us.

We will let you know if the consumption charge on your bill has been estimated.

If a *meter* has not been able to be read because you have not provided reasonable and safe access to the *meter* in accordance with this *contract*, we may charge you for the cost of the attempted meter read. If you have not provided reasonable and safe access to *meters* for a reading on two or more occasions, and if we are not able to read your *meter* by a meter reading system that is providing accurate, complete and reliable data to us, we may:

- (l) relocate the *meters* at your cost and expense; or
- (m) seek access at a time suitable to you, which will incur an additional fee; or
- (n) ask you to read the *meters* on our behalf; or
- (o) make other arrangements with you.

We may charge you an unmetered *service charge* if there is no *meter* measuring the supply of water to your *property*.

We may require that you fit a *meter* to your fire water service. This requirement will be noted in your connection approval.

4.3.3 Wastewater charges – fixed service charge, variable usage charge and excess wastewater fee

Residential property - fixed service charge

We will charge you a fixed service *charge* for your connection to our *wastewater service*.

Residential property - excess wastewater fee

In addition, if you are a residential *customer* connected to a *pressure sewer system* and we assess that your *property* is discharging *wastewater* into our *wastewater system*.

- (a) at an average rate in excess of the 'reasonable use' rate of 600 litres per day referred to in section 3.2.2; or
- (b) at a significantly higher volume during storm events by comparison to dry weather days, consistent with the existence of stormwater infiltration into *your wastewater system* and therefore into *our wastewater system*,

we may charge an additional fee.

Non-residential property - fixed wastewater service charge

Where your *property* is a *non-residential property*, you pay a fixed service *charge* each month for your connection. How much you pay depends on the size of your *drinking water meter* and your *wastewater discharge factor* (see the meter size and the percentage set out in your bill).

The fixed *wastewater* service *charge* for any period is determined using the following equation:

$$\text{fixed } \mathbf{wastewater} \text{ service } \mathbf{charge} = \text{fixed } \mathbf{wastewater} \text{ service rate specified by us for your } \mathbf{drinking water meter} \text{ size} \\ [\$/\text{period}] \times \text{your } \mathbf{wastewater discharge factor} [\%]$$

In some cases, for example if your *property* is serviced only, or predominantly, by *recycled water*, your fixed service *charge* will be based on the size of your *recycled water meter* and your *wastewater discharge factor* set out in your *non-standard details sheet*.

Non-residential property - variable wastewater usage charge

Where your property is a *non-residential property*, we will also charge you a variable usage *charge* for our *wastewater* service in any particular period, in most cases using the equation below, by applying a *wastewater discharge factor*.

$$\mathbf{wastewater} \text{ usage } \mathbf{charge} \text{ in } \$ = \mathbf{drinking water} \text{ usage [kL]} \times \mathbf{wastewater discharge factor} [\%] \times \mathbf{wastewater} \\ \text{usage rate } [$/\text{kL}]$$

Where significant *wastewater* discharge volumes from your *property* originate from sources other than a metered *drinking water* supply (for example, from *recycled water*, rainwater or other on-site sources, tankered water or effluent), we may at our discretion:

- (a) require the *wastewater* discharge to be measured by other means determined by us, for example a *wastewater meter*, or pump data or *recycled water* use; and/or
- (b) apply an adjusted *wastewater discharge factor*.

Non-residential property - wastewater discharge factor

For each *non-residential property*, we determine a *wastewater discharge factor* that reflects our estimation of the proportion or multiple of the *drinking water* your *property* uses that is discharged to our *wastewater system*. In doing so, we have regard to the nature of your business and the activities occurring at your *property*. We will set out the *wastewater discharge factor* we determine for your *property* in your *non-standard details sheet*. Until we send you your *non-standard details sheet*, your *wastewater discharge factor* will be:

- (a) 90%, if your *property* is served by drinking water only; and

- (b) 100%, if your *property* is served by *drinking water* and *recycled water*.

We may adjust the *wastewater discharge factor* we determine for your *property* if:

- (c) you ask us to do so and provide verifiable evidence; or
(d) acting reasonably, we consider,

that the *wastewater discharge* from your *property*, or the basis on which it is calculated, differs materially 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 (for example, from *recycled water*, rainwater or other on-site sources, tankered water or effluent), we may, at our discretion:

- (e) require the *wastewater* discharge to be measured by other means determined by us, for example a *wastewater meter*, or pump data or *recycled water* use; and/or
(f) apply an adjusted *wastewater discharge factor*.

We may require you to supply and install any *wastewater meter* specified by us at your cost, but otherwise will do so at our cost. In either case, we will own the *wastewater meter*.

If we need to inspect your *property* to assess the *wastewater discharge factor* or any adjustments to it, we will charge the applicable site visit fee. We will not charge for our initial site visit to investigate significant *wastewater* discharge volumes originating from sources other than a metered *drinking water* supply or metered *recycled water* supply, but the applicable site visit fee will be payable for any subsequent visits.

Where we adjust your *wastewater discharge factor*, we will amend your *non-standard details sheet* to reflect this and send it to you. The revised charge will apply from the date we send you the revised *non-standard details sheet*.

4.3.4 Costs of installing and connecting to our system

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

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

4.3.5 Charges for other matters

If you breach this *contract*, without limiting our other rights, we can charge you for, and you must pay us, additional fees and charges for any costs and expenses (including reasonable administrative expenses) we incur as a result of the breach.

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

5. Financial hardship, discounts and rebates

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

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

If we enter into a payment plan arrangement with you, we will provide you with procedures that are fair and reasonable for dealing with financial difficulty and inform you about the period of the payment plan and the amount and frequency of each instalment. We may also:

- (c) enable you to make payments by instalments; and
- (d) 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.

We may also, from time to time, offer other assistance (such as 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 (or a link will be provided 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 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 debt, or both.

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

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

6.2 Restriction of supply or disconnection for other reasons

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

- (a) if *your water system* or *your wastewater system* or your connection to *our system* has not been authorised;
- (b) if *your water system* or *your wastewater system* or your connection to *our system* does not comply with applicable codes, regulations and standards or our *connection requirements*, or has not been authorised;
- (c) if you fail to rectify a defect in *your water system*, *your wastewater system* as required under section 8.4;

- (d) if do not remove your building, landscaping or construction work where it compromises the operation and/or ***maintenance*** of our water and/or wastewater system, as required under section 8.6;
- (e) if you breach this ***contract***, the act or other agreement with us concerning the use or taking of water or the discharge of ***wastewater*** or stormwater or access onto your ***property***;
- (f) if you discharge ***trade waste*** into ***our wastewater system*** without our prior written permission in breach of section 3.2.4 or do not comply with the conditions of that permission;
- (g) where you fail to ensure access to our ***meter*** for your ***property*** in accordance with this ***contract***;
- (h) if you are connected to ***our wastewater system*** and you do not comply with your operation and ***maintenance*** requirements in accordance with this ***contract***;
- (i) if a serious health, environmental or operational risk is posed by the discharge of chemicals or other substances from your ***property*** into ***our wastewater system***;
- (j) if a serious health or environmental risk is posed by backflow of any substance from ***your water system*** into ***our water system***;
- (k) 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);
- (l) 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***;
- (m) where we are entitled or required to restrict or to discontinue supply under an applicable ***law***;
- (n) where lack of access to the ***meter*** or the poor quality of ***your water system*** prevents us from exchanging the ***meter*** and you have failed to address this within 30 days of our notifying you of this; or
- (o) if you use ***recycled water*** for a purpose that is not permitted or if you use ***recycled water*** at a rate or volume that exceeds reasonable ordinary use, as provided in section 3.3.5.

6.3 Conditions for restriction

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

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

We must not:

- (d) disconnect your ***property*** from our sewer main; or
- (e) reduce the flow of sewage in that main below that necessary for basic hygiene,

as a consequence of your non-payment of a debt.

We will not restrict supply of *services*:

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

6.4 Minimum flow rate during restriction

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

6.5 Disconnection by a customer

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

- (a) you have complied with all applicable health, environmental and local council regulatory requirements;
- (b) you have complied with all of our requirements, as detailed on our website and amended from time to time;
- (c) you have given us all information we may reasonably require;
- (d) you have given us 30 days' written notice;
- (e) you have paid the relevant fees, booked an inspection of the work and returned any of our *property* to us (e.g. our water meters);
- (f) you have paid us any applicable *disconnection* charge; and
- (g) the *disconnection* is undertaken by a licensed plumber and conducted in accordance with applicable plumbing, drainage or other *laws* or standards.

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

If you are connected to *our wastewater system*, you must accept a *recycled water* supply service from us and you must not disconnect your *property* from our *recycled water* supply service.

6.6 Restoration of services after restriction or disconnection

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

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 circumstances relating to your reconnection.

7. Limitation of liability

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

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

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

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

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

8. Responsibilities for maintenance and repair

8.1 Your Water System

If you are a *property owner*, you:

- (a) own and are responsible for operating, maintaining and repairing all of *your water system*; and if you are an *owners corporation*, the *building plumbing system* (to the extent that it relates to *drinking water* or *recycled water*); and
- (b) are responsible for any damage caused by a failure of *your water system* or the *building plumbing system* as the case may be.

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 *meter* (for *drinking water*) and the *meter* (for *recycled water*).

For multi-storey building customers (typically *owners corporations*), the *customer's connection point* is the point that is the upstream face of:

- (c) the 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

- (d) any 'T-off' branch connection from the main building connection pipework of *our water system* leading to the *building plumbing system*.

We will maintain and repair *our water system* up to but not including the *customer's connection point*.

We do not maintain or repair:

- (e) the building plumbing system as it relates to drinking water or recycled water;
- (f) illegal services and water services installed contrary to appropriate *laws*, codes or standards or our *connection requirements*;
- (g) dedicated fire services or combined fire and domestic water services connected to *our system*;
- (h) water services connecting to privately-owned water mains such as in some community title subdivisions or shared private services;
- (i) telemetry systems or metering devices that are not owned by us;
- (j) private water services connecting to our water mains under the terms of a 'Non-standard Agreement'; or
- (k) faults resulting from wilful or negligent damage.

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

We will not pay or be responsible for 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 devices* on your *property*.

You are responsible for regularly (at least annually) and after any modifications to *your water system*, conducting a plumbing cross-connection check on *your water system*, to ensure that the *recycled water* cannot enter the *drinking water* system within your *property* or vice versa. Our *Home Owner's Guide* provides instructions for conducting this cross-connection check. If you identify such a cross-connection, you must:

- (l) immediately rectify it; and
- (m) notify us so that we can report it under our *licence* obligations.

Please also see section 8.7 and 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:

- (a) the 'sanitary plumbing system' and the 'sanitary drainage system', as those terms are defined in the [Plumbing and Drainage Act 2011 \(NSW\)](#), located upstream of *our wastewater system*; and

- (b) all *wastewater* pipes, fittings and other apparatus within your property upstream of *our wastewater system* at the *customer's connection point*, and includes the *customer's connection point* and, if you are an 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:

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

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

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

If you fail to comply with a requirement referred to this section 8.2, we may charge you additional fees and charges for any costs and expenses (including reasonable administrative expenses) we incur as a result of the failure.

8.3 Pressure sewer systems

If, as is typically the case, *our wastewater system* is a *pressure sewer system*:

- (a) the components of *our wastewater system* located on your *property* comprise an in-ground *wastewater* collection tank, a pressure sewer grinder pump and level sensor located in the tank, an alarm/control panel, electrical circuitry between our alarm/control panel and the tank, a boundary kit and discharge pipework connecting your *property* to our *pressure sewer system* as generally shown in the diagrams in our *Home Owner's Guide (our on-lot wastewater system)*;
- (b) you are responsible for:

- i. complying with the requirements set out in our *Home Owner's Guide* and our *Landscaper's Guide*, and if applicable, our *Developer Guidelines – Commercial & Multi-Dwelling Residential* published on our website, as updated from time to time;
 - ii. maintaining all electrical circuitry between your electricity meter and our control/alarm panel;
 - iii. ensuring that only water, human waste and toilet paper are disposed of in your toilets;
 - iv. any necessary landscaping works required for the normal operation of *our wastewater system*; and
 - v. any damage to or obstruction or blockage impeding access to, or the integrity or the operation of *our on-lot wastewater system*, to the extent not caused or contributed to by us; and
- (c) we are responsible for *maintenance* of *our on-lot wastewater system*:
- i. at our own cost to the extent to which, in our reasonable opinion, the need for the *maintenance* is due to normal use in accordance with our *Home Owner's Guide*; and
 - ii. at your cost in all other cases, including damage to the extent not caused or contributed to by us.

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

You must give us access to your *property* for the purposes of *maintenance* where necessary, as set out in section 9.

If you fail to comply with a requirement referred to this section 8.3, we may charge you a fee and may also charge you additional amounts if the fee does not cover our additional costs or expenses incurred or likely to be incurred in connection with your failure.

8.4 Defective or unauthorised work or interference

If there is *defective or unauthorised work or interference*, we may:

- (a) issue a notice requesting you to rectify the non-compliance within a period that, in our opinion, allows sufficient time for you to arrange and carry out the necessary rectification; or
- (b) without issuing a notice referred to in paragraph (a), carry out work to remove the blockage or interference and we will charge you the costs incurred by us in undertaking this work.

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

- (c) restrict the *services* or disconnect the *services* until it the issue is rectified; or
- (d) rectify the non-compliance; and
- (e) charge you:

- i. additional fees and charges until the non-compliance has been rectified by you to our reasonable satisfaction;
- ii. the costs of any inspection we consider is needed to assess whether or not the non-compliance has been rectified; and
- iii. any costs and expenses (including reasonable administrative expenses) incurred by us as a result.

8.5 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.

8.6 Building, landscaping and other construction work

You must comply with our *Landscaper's Guide*. In order to maintain *our on-lot wastewater system*, we need to be able to access it at all times. If we require urgent access, we may without prior notice to you, remove anything that interferes with such access.

If you are planning to build a house, or where this section 8.6 requires a 'building plan approval' to be obtained, you must comply with our requirements set out in our 'building approval' process published at <https://askus.altogethergroup.com.au/hc/en-us/articles/900004827163-Building-Plan-Stamping-DA-Approvals>.

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

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

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

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

- (a) restrict the *services* or disconnect the *services* until the notice is complied with; and/or
- (b) remove the unapproved building, landscaping or other construction work;
- (c) charge you:
 - i. additional fees and charges until the non-compliance has been rectified to our reasonable satisfaction;

- ii. the costs of any inspection we consider is needed to assess whether or not the non-compliance has been rectified; and
- iii. any costs and expenses (including reasonable administrative expenses) incurred by us as a result.

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

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

8.7 Connections to the services

Before your **property** is connected to **our system**, you must obtain our consent. A connection fee may apply.

You or your builder must ensure that connections to **our system** are made using a licensed plumber and in accordance with our **connection requirements** published at <https://askus.altogethergroup.com.au/hc/en-us/articles/900003911506-Applying-to-connect-your-home> and any plumbing and drainage **laws**, codes and standards that may apply.

If you do not comply with the requirements in this section 8.7, we may charge you for the estimated amount of **services** used. Fines may also apply and be imposed on you by a relevant **authority**.

8.8 Altering and unauthorised connection or use

You must not:

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

If you do not comply with the requirements in this section 8.8, we may charge you for the estimated amount of **services** used. Fines may also apply and be imposed on you by a relevant **authority**.

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

8.9 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.

We may remove the tree and recover the costs of removal from you if you fail to comply with the notice to remove the tree.

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

8.10 System diagrams

Our *Home Owner's Guide* and our *Operating & Communications Protocol - High Rise Communities* published on our website, as amended from time to time, include diagrams showing ownership and responsibility for *maintenance* and billing of authorised connections to *our water system* and *our wastewater system*. These diagrams are illustrative only and should not be relied on for any purpose other than to assist with understanding this *contract*.

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

9. Entry onto a customer's property

9.1 Access to Our System

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

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

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

9.2 Access to meters

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

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

9.3 Identification

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

9.4 Notice of access

Except in the circumstances described below and in section 8.4, we will give you, or the occupier of your *property*, two days' notice specifying the date, and approximate time of our entry onto your *property*, unless you agree to a shorter notice period.

We will not give you notice in cases where:

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

9.5 Impact on customer's property

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

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

10. Water meter reading, installation, testing and maintenance

10.1 Water meter installation and maintenance

Except where your *property* is an apartment in a multi-storey building and the *meter* is owned and operated by you or your *owners corporation*, we will supply you with the *meters* referred to in section 4.3.2 that comply with the relevant Australian Standard.

We may require you to **meter** each individual **property** served by a single connection to our **drinking water** or **recycled 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, you must ensure that:

- (a) a backflow prevention device of a type approved by us is fitted to the outlet of the drinking water meter; and
- (b) our backflow requirements published at <https://askus.altogethergroup.com.au/hc/en-us/articles/4409086470681-Backflow-prevention> are complied with.

You must pay for installation of **meters** and ensure that they are installed either by us or a licensed plumber.

If your **property** is an apartment in a multi-storey building, the **meter** may be owned and operated by you or your **owners corporation**. Where a **meter** or the meter reading system is owned and operated by you or your **owners corporation**, you or that **owners corporation** (as applicable) is responsible for the **maintenance** of the **meter** and/or the meter reading system.

Except where the **meter** is owned and operated by you or your **owners corporation**, an installed **meter** remains our property. We may charge you for the cost of replacement of a **meter** if it is wilfully or negligently damaged or removed. You must not remove a water **meter** from your **property** without our consent.

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

We are not responsible for hot water plant or hot water meter **maintenance** or for private sewers.

10.2 Meter testing

If you consider that a **meter** owned by us is not accurately recording water passing through it, you may ask us to test it. You must arrange for safe and reasonable access to be provided to us to the **meter** during standard business hours to conduct the **meter** test. We will send you the **meter** test results on your request.

You must 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 by more than the allowance provided in the relevant Australian Standard, we will:

- (a) replace or repair the **meter**;
- (b) refund any charge paid by you for the test; and
- (c) unless we have another basis for estimating or imputing your consumption in accordance with section 10.1, recalculate your account on a basis that is representative of your consumption pattern.

10.3 Meter replacement

Subject to section 10.4, we will replace our *meter* at no cost to you if the *meter*:

- (a) is found to be defective; or
- (b) can no longer be reasonably maintained; or
- (c) 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, including times of access, to the *meter*, or structures at or near the *meter*), you must 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.

10.4 Additional provisions applicable to customers who are owners corporations

10.4.1 Operating and communications protocol

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

- (a) 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;
- (b) controlling water infrastructure risks, including *drinking water*, grease trap management and asset protection;
- (c) faults, incidents and emergencies; and
- (d) water quality concerns or complaints.

10.4.2 Access to operate and maintain plant and reticulation infrastructure

- (a) Glossary

In this section 10.4.2:

Recycled Water Plant Deed means any 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

You:

- i. must ensure that you and the 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 system** (including our **recycled water** plant, also known as the Local Water Centre), to enable us to perform our obligations under the Recycled Water Plant Deed to operate and maintain **our system**;
- ii. acknowledge and agree 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

You must:

- i. ensure that any **backflow prevention device** in relation to **drinking water** situated in or at your **property** is inspected, maintained, repaired and upgraded (where necessary) in a manner that ensures that such equipment and infrastructure at all times complies with all **laws** and our requirements (including those published at <https://askus.altogethergroup.com.au/hc/en-us/articles/4409086470681-Backflow-prevention> 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 brought onto the property.

(d) Telemetry

Where any of the *services* are metered via telemetry, you:

- i. must supply, install and test the pulse meter cabling between the *meters* and the locations of our telemetry hardware (for example, cables and data management unit boxes);
- ii. must ensure that, at all times, the data supplied to us from the meter reading system is complete, accurate and reliable;
- iii. must repair and maintain all elements of the meter reading system that are not owned by us (as set out in the Recycled Water Plant deed);
- iv. 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
 - (C) must, for the purposes of paragraphs (i) and (ii), 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.

10.4.3 Changes of lot ownership

You must ensure that, so far as you are legally able to, 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*.

11. Obligations on sale of your property

If, after registering as a *customer* with us, you sell your *property*, you must:

- (a) include in the contract of sale our Standard Residential Lot Sales Disclosure Notice or our Standard Commercial Lot Sales Disclosure Notice published on our website, whichever is applicable;
- (b) give us your purchaser's details, including the settlement date and the purchaser's name and contact details. If you do not do so, you will remain liable for all fees and charges as if you continued to be the owner of your *property*; and
- (c) if any modifications have been made to the water plumbing at your *property*, arrange for a cross-connection check to be carried out by:

- i. a licensed plumber at your own cost and provide us with certificate from the plumber to the effect that it has carried out a satisfactory cross-connection check; or
- ii. our licensed network operator, subject to payment of the applicable fee.

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

12.1 General enquiries

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

- (a) completing <https://altogethergroup.com.au/forms/contact-us/>; or
- (b) calling us 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.

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

12.2 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.

12.3 Interpreter and hearing or speech impaired TTY services

We provide a 24 hour interpreter service, at our cost, 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 in the following ways:

- (a) TTY users phone 133 677, then ask for 1300 803 803 or such other number as may be notified to you;
- (b) 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; or
- (c) through the National Relay Service - see www.relayservice.com.au for details, and then ask for 1300 803 803 or such other number as may be notified to you.

13. What can I do if I am unhappy with the service provided by Altogether?

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 *Complaints and Dispute Resolution Policy* published at

<https://information.altogethergroup.com.au/governance/Complaints%20and%20Dispute%20Resolution%20Policy.pdf>.

13.1 Customer complaints

If you have a complaint about our *services* or our compliance with this *contract*, the act or our *licence*, you should first contact us, either by telephone or in writing.

We will address your complaint promptly by providing:

- (a) a telephone response within two business days where you have contacted us and the matter cannot be dealt with immediately, or
- (b) a written or email response within five business days where you have made a written or email complaint and the matter cannot be responded to sooner by phone contact.

Our response will provide you with our intended course of action and/or identify when the action will be taken. We will also provide the name of a contact person for follow up enquiries.

13.2 Complaints review

If you are not satisfied with the solution offered or action taken by us, you may have the complaint reviewed by an Altogether manager.

The manager will:

- (a) clarify your complaint and the outcome sought;
- (b) ensure that the complaint has been properly investigated;
- (c) advise you of the estimated timeframe for our proposed action;
- (d) inform you of the review outcome;
- (e) outline the relevant facts and regulatory requirements where appropriate;
- (f) indicate what we will do to address the issue; and
- (g) notify you of your rights to external review if you are still not satisfied with our decision.

13.3 Resolution of complaints

A complaint will be considered resolved if we provide you with a response:

- (a) that resolves the dispute to your satisfaction or indicates how the dispute will be resolved to your satisfaction;
- (b) that provides an explanation of the relevant policy and/or regulatory requirements and why no further action is proposed in relation to the dispute;
- (c) that provides a date when the issue will be resolved if the complaint relates to future planned operational or capital work; or
- (d) where 28 working days have passed since we provided you with a response and you have not sought a further review by us or lodged a claim in an external dispute resolution forum.

We will extend the 28 working days by a reasonable period if:

- (e) within those 28 working days you have requested an extension, or
- (f) after the 28 working days you demonstrate that, because of special circumstances, you were unable to seek an extension within the 28 working days.

Where a further communication from you or your representative is received, this will be regarded as a new enquiry or complaint.

13.4 External dispute resolution

You have the right to seek external resolution of a dispute that has not been resolved by us to your satisfaction.

13.4.1 The Energy and Water Ombudsman, New South Wales (EWON)

You have the right to refer a complaint or dispute arising under this **contract** to EWON. EWON is an independent dispute resolution body that can investigate and resolve disputes you have with us under this **contract**. EWON will work with us and you to find a fair and reasonable outcome.

Disputes that may be referred to EWON include disputes about supply of utility services, your bill, credit or payment services, **restriction** or **disconnection**. Full details are available from EWON.

All our customers have the right to contact EWON at any time for independent advice and assistance. However, you are encouraged to contact us first to allow us the opportunity to resolve the issue.

EWON's services are available to you without cost.

Free call	1800 246 545 (Fees may apply for some mobile phone users. You can request that EWON call you back).
Online	www.ewon.com.au
Free Fax	1800 812 291
Free Post	Reply Paid 86550, Sydney South NSW 1234
In Person	Level 11, 133 Castlereagh Street, Sydney NSW 2000 (Please call first on 1800 246 545 to make an appointment)
Interpreter Service	131 450
National Relay Service	133 67

13.4.2 NSW Civil and Administrative Tribunal (NCAT)

The NCAT may hear and determine consumer claims relating to services supplied by us under this **contract**.

13.4.3 Other legal avenues

You may also have recourse to the courts.

14. Privacy

Altogether is committed to preserving and respecting the privacy and confidentiality of our customers. We ensure customers' information is managed in accordance with the *Privacy Act 1998* (Cth) and the *Australian Privacy Principles* as set out in our privacy policy and credit information policy as updated from time-to-time, located at <http://altogethergroup.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** and disclosing your consumption data to 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 eligibility.

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

15. Termination and variation

15.1 Termination of this contract

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

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

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

When you leave the **property** you must:

- (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.

15.2 Variation of this contract

We may vary or substitute this *contract* from time to time. If we do so, we will notify you 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.

16. Definitions and interpretation

16.1 Definitions

In this *contract*:

Term	Meaning
<i>act</i>	means the <i>Water Industry Competition Act 2006 (NSW)</i> and the <i>Water Industry (General) Regulation 2008 (NSW)</i> as amended or replaced from time to time.
<i>area of operations</i>	is the area within which the Altogether is authorised to exercise the rights conferred by the <i>licence</i> .
<i>authority</i>	is any public or private authority having jurisdiction and may include us.
<i>Australian drinking water guidelines</i>	The document entitled <i>Australian Drinking Water Guidelines 2011</i> published by the National Health and Medical Research Council and the National Resource Management Ministerial Council.
<i>Australian guidelines for water recycling</i>	The document entitled <i>Australian Guidelines for Water Recycling: Managing Health and Environmental Risks (Phases 1 and 2)</i> published by the Environment Protection and Heritage Council, the Natural Resource Management Ministerial Council, and the National Health and Medical Research Council or the Australian Health Ministers' Conference.
<i>backflow prevention device</i>	means a device to prevent potentially harmful contaminants entering <i>our system</i> for <i>drinking water</i> or <i>recycled water</i> from cross connections or backflow of contaminants from a potentially polluted source in <i>your water system</i> .
<i>building plumbing system</i>	means, in a high rise building, the plumbing system between the <i>customer's connection point</i> and your system and also includes any <i>meter</i> data telemetry owned by the <i>owners corporation</i> .
<i>charges</i>	includes any charge, amount or fee payable under this <i>contract</i> or other contract made between the Altogether and a customer for the provision of <i>services</i> .
<i>co-operative</i>	A body that is owned, controlled and used by its members (eg. separate <i>owners corporations</i> within a precinct), with its main purpose being to benefit its members.
<i>connection requirements</i>	means Altogether's requirements for connection to its <i>services</i> published at https://askus.altogethergroup.com.au/hc/en-us/articles/900003911506-Applying-to-connect-your-home . These requirements are intended to ensure that there is adequate capacity in <i>our system</i> for customer connection and that <i>our systems</i> are protected

Term	Meaning
	against problems that could arise from defective connections and defects in <i>your system</i> .
<i>contract</i>	means this customer contract.
<i>customer</i>	is defined in section 2.2.
<i>customer's connection point</i>	is the customer's connection point to the relevant: <ul style="list-style-type: none"> (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.
<i>defective or unauthorised work or interference</i>	means any actions or activities on your <i>property</i> which results in a blockage of, interference with or leakage from or into, <i>our system</i> or adversely impacts or poses a risk, or additional cost or expense in relation to, the integrity or operation of the <i>services</i> or <i>our system</i> , including: <ul style="list-style-type: none"> (a) construction or use of any part of <i>your system</i> or a <i>service</i> that does not comply with current codes of practice, standards or <i>laws</i>; or (b) landscaping or other activity that does not comply with the <i>Home Owner's Guide</i> or <i>Landscaper's Guide</i>.
<i>disconnection</i>	means the stopping (either temporarily or permanently) of our supply of <i>services</i> to your <i>property</i> .
<i>domestic wastewater</i>	includes all liquids and any substances in them, which may be discharged into <i>our wastewater system</i> from a residential property, including discharges from toilets, hand basins, urinals, sinks, baths, showers, washing machines and similar items.
<i>drinking water</i>	means water that is intended for human use and consumption and free of harmful chemicals and disease-causing organisms.
<i>drought</i>	includes a prolonged period of low rainfall resulting in an actual or potential water shortage.
<i>financial hardship</i>	means situations where a <i>customer</i> desires to pay an account but is unable to pay all or some of the account or is unable to pay by the due date.

Term	Meaning
<i>Home Owner's Guide</i>	means our <i>Home Owner's Guide</i> published on our website, as updated from time to time.
<i>Landscaper's Guide</i>	means our <i>Landscaper's Guide</i> published on our website, as updated from time to time.
<i>law</i>	means any <i>act</i> , regulation or <i>authority</i> requirement.
<i>licence</i>	means each of the relevant Network Operator's licence and Retail Supplier's licence held by the relevant subsidiary of Altogether Group Pty Ltd or Altogether Group Pty Ltd itself under the <i>act</i> .
<i>maintenance</i>	includes repairs and replacement, and, where relevant, testing and inspection.
<i>meter</i>	is the device used to measure the <i>drinking water</i> or <i>recycled water</i> use on the <i>property</i> . This includes any remote reading equipment and associated telemetry, wiring, power, plumbing and servicing equipment.
<i>non-residential property</i>	a <i>property</i> that is a multi-unit or multi-dwelling residential <i>property</i> or a commercial <i>property</i> .
<i>non-standard details sheet</i>	means a document we will send you on or as soon as possible after you become our <i>customer</i> setting out information specific to your <i>property</i> , including: <ul style="list-style-type: none"> (a) the applicable <i>meter</i> sizes and other <i>property</i>-specific information we use to calculate our <i>wastewater</i> charges and any <i>trade waste</i> charges; (b) the applicable <i>wastewater discharge factor</i>; (c) the applicable charge types published on our website; (d) any negotiated rates such as seasonal or stepped <i>recycled water</i> pricing; and (e) (if any) our trade waste permit, permitted rates of <i>trade waste</i> discharge, applicable <i>trade waste</i> discharge factors and the applicable charge types set out in our trade waste price fact sheet published at https://information.altogethergroup.com.au/governance/Trade%20Waste%20Pricing.pdf.
<i>our on-lot wastewater system</i>	has the meaning given in section 8.3.
<i>our system</i>	means any one or more of <i>our wastewater system</i> and/or our <i>recycled water</i> system and/or <i>our water system</i> .
<i>our wastewater service</i>	means the <i>services</i> we are permitted to provide by the <i>licence</i> and any applicable <i>law</i> in relation to providing <i>wastewater services</i> and disposing of <i>wastewater</i> .

Term	Meaning
<i>our wastewater system</i>	includes the pumps and pumping stations, <i>wastewater</i> mains, pipes, treatment plants and other equipment (including <i>our on-lot wastewater system</i>) which we must provide, manage, operate and maintain under the <i>act</i> to provide <i>wastewater services</i> and disposal or reuse of <i>wastewater</i> .
<i>our water service</i>	means the <i>services</i> we are permitted to provide by the <i>licence</i> and any applicable <i>law</i> in relation to storing and supplying <i>drinking water</i> and <i>recycled water</i> .
<i>our water system</i>	includes the tanks, pumps or pumping stations, water mains, pipes, treatment plants, controls and other equipment which we must use, manage, operate and maintain under the <i>act</i> to store and supply <i>drinking water</i> and <i>recycled water</i> .
<i>owner</i>	a person who holds ownership title to the <i>property</i> .
<i>owners corporation</i>	the legal entity consisting of all the <i>owners</i> of the lots in a <i>strata scheme</i> and formed when a strata plan is registered. The <i>owners corporation</i> is sometimes referred to as the body corporate.
<i>planned interruption</i>	means an interruption to the <i>services</i> initiated by us to allow <i>maintenance</i> to be undertaken and for which notice has been given to you.
<i>pressure sewer system</i>	means a system where <i>wastewater</i> is pumped to <i>our wastewater system</i> from collection tanks installed on your <i>property</i> .
<i>property</i>	means any real property that is connected, or for which a connection is available, to <i>our water system</i> or <i>our wastewater system</i> and includes strata titled properties.
<i>recycled water</i>	means: (a) recycled water that is derived from treated <i>wastewater</i> , stormwater, rainwater or groundwater; or (b) if recycled water is unable to be so derived, <i>drinking water</i> .
<i>restriction</i>	means a direct intervention in the water supply system by Altogether in order to reduce the flow rate or water pressure to a customer's <i>property</i> . See separate and unrelated definition for ' <i>water restrictions</i> '.
<i>services</i>	means <i>our water service</i> and/or <i>our wastewater service</i> .
<i>service charge</i>	is a charge for service availability (rather than use) of <i>our wastewater service</i> , <i>recycled water</i> service, or <i>drinking water</i> service, where the <i>property</i> is connected to our <i>wastewater</i> , <i>recycled water</i> or <i>drinking water</i> service.

Term	Meaning
<i>strata manager</i>	a licensed professional who is engaged by an <i>owners corporation</i> to deal with the everyday needs of managing a <i>strata scheme</i> .
<i>strata scheme</i>	a building or collection of buildings that has been divided into 'lots' that can be individual units/apartments, townhouses or houses, in which a person owns an individual lot and also shares the ownership of common property with other lot <i>owners</i> .
<i>trade waste</i>	has the meaning given in our Trade Waste Policy
<i>trade waste permit</i>	has the meaning given in section 3.3.4.
<i>unplanned interruption</i>	means an unscheduled interruption to supply of <i>services</i> .
<i>wastewater</i>	means untreated or partially treated material contained within <i>our wastewater system</i> , consisting of discharges from residential properties, or <i>trade waste</i> .
<i>wastewater discharge factor</i>	means our estimation of the proportion or multiple of the <i>drinking water</i> we supply to a <i>non-residential property</i> that is discharged to us as <i>wastewater</i> . In doing so, we have regard to the nature of your business and the activities occurring at your <i>property</i> .
<i>wastewater overflow</i>	means a discharge of <i>wastewater</i> from <i>our wastewater system</i> . These overflows may occur in wet or dry weather.
<i>water restriction</i>	means a <i>restriction</i> by us on the use of water in accordance with a <i>law</i> or with the <i>licence</i> .
<i>your system</i>	means one or both of <i>your wastewater system</i> and/or <i>your water system</i> .
<i>your wastewater system</i>	is defined in section 8.2.
<i>your water system</i>	means all water and <i>recycled water</i> pipes, fittings, valves and other facilities downstream of the <i>customer's connection point</i> , as that term is defined in section 8.1 and also includes any <i>meter</i> data telemetry not owned by us.

16.2 Interpretation

In this *contract*:

- (a) a person includes an individual, a body corporate, an unincorporated body or other entity;
- (b) *law* includes legislation, regulations, licenses, orders, mandatory codes, permits and directions;
- (c) a working day is Monday to Friday, excluding New South Wales gazetted public holidays;
- (d) the singular includes the plural and vice versa;
- (e) if there is any inconsistency between this *contract* and any *law*, the *law* will prevail to the extent of the inconsistency;
- (f) the reference to document, instrument or *law* includes any amendments, revisions, renewals, substitutions or reprints from time to time;
- (g) where a word is defined, any other grammatical form of that word has a corresponding meaning;
- (h) you or your means our *customer* for the purpose of this *contract*; and
- (i) we, ours or us means Altogether Group 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.