



RECYCLED WATER SUPPLY AGREEMENT

1. THE PARTIES:

This Agreement is between (the Council) and (the Customer)

The key representative from the Council shall be:

Name: _____ **Ph:** (08) 8408 1111
Email: council@charlessturt.sa.gov.au (or as last notified by the Council)

The Customer is:

Name: _____ **Ph:** () _____
Email: _____ (or as last notified by the Customer)

The Customer's Allotment is:

Allotment No: [] **Deposited Plan Number:** []
Property No: [] **Street No:**[] **Street:** []
Suburb: [] **Postcode:** []

Capitalised terms appearing in this agreement have the same meaning as those in the Land Management Agreement (LMA) and the Recycled Water Service Charter unless otherwise specified.

Note: The term Customer is used in this agreement, while in the LMA the term 'Owner' is used to denote the relationship between the parties.

2. AGREEMENT TERM:

The term of this Agreement (**Term**) commences on _____ and continues until terminated by the Council by giving no less than 30 day's written notice to the Customer as will be determined by operation of law in respect of the Land Management Agreement (LMA). In the instance that the Customer's Allotment is located on a non-LMA site, then the default position will be an initial term of 10 years with three further extensions each of 5 years in duration on the proviso that that there are no breaches of this Agreement by the Customer at the time the renewal is being considered by the Council.

3. AGREEMENT TO SUPPLY AND RECEIVE:

During the Term the Council will supply, to the Customer, Recycled Water to the purple water meter on the Customer's Allotment, and the Customer will accept the supply of Recycled Water and pay the Council for such supply in accordance with the terms of this Agreement and the Recycled Water Service Charter.

Recycled Water means any non-potable reclaimed, recycled or reused water. This may include recycled stormwater, native groundwater or any combination of these waters.

In some cases throughout the development of the project, mains water that has been distributed via the Recycled Water Network may be provided. In that case it will be billed at the Council's cost



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recovery or pass-through rate and all obligations on the parties remain as if recycled water was being supplied.

4. SUPPLY:

During the Term, the Council will use reasonable commercial endeavours to supply Recycled Water to the Customer. The Council is not under any obligation to supply any guaranteed minimum or maximum volume of Recycled Water to the Customer at any time during the Term. The Council may interrupt the supply of Recycled Water at any time and the Council is not responsible for any costs or losses suffered by the Customer arising from such interruption.

5. RECYCLED WATER METERS:

The volume of Recycled Water supplied by the Council to the Customer will be measured by the Recycled Water meter located on the Customer's Allotment. The Customer must not tamper with the meter, or allow the meter to be tampered with. The Customer must provide reasonable access to the meter at all times for reading and maintenance purposes. The Council may recover any costs associated with the repair of tampered Recycled Water meters from the Customer.

6. FEES:

Water Use Fee

The Customer must pay a water usage fee (**Usage Fee**) to the Council for the Recycled Water used by the Customer, being the volume of Recycled Water used by the Customer multiplied by the applicable rate published by the City of Charles Sturt per kilolitre.

It may be necessary to pump Mains water through the Recycled Water Network, if this occurs customers will be charged at the Council's cost recovery or pass-through rate.

Initial Connection Fee

The Council may charge an initial connection fee (as published by the City of Charles Sturt) to provide connection to the purple pipe system and the supply of the meter set.

Supply Fee

The Council may also charge a supply charge (**Service Charge**) at a rate published by the City of Charles Sturt which may be billed quarterly.

The Council may vary the Usage Fee and the Service Charge at any time during the Term in accordance with the Recycled Water Services Charter.

7. BILLING

The Council will issue a tax invoice every 6 months unless another period is agreed in writing with the Customer. If an invoice period is less than the 6 months, the Council will adjust the invoice accordingly.

Initial connections fees will be billed within 14 days of connection to the service.

8. USE:

The Customer must **NOT** use, or allow the Recycled Water to be used, for drinking or consumption, or for external contact with humans or animals. Specific details of what Recycled Water can and cannot be used for from time to time are set out in Annexure A of the Recycled Water Services Charter.



9. CROSS CONNECTION AUDITING

The Customer shall cause an on-site cross connection audit with certificate of compliance to occur in accordance with any scheme for the time being established or approved by the Technical Regulator under section 69(2) of the Water Industry Act 2012 or in accordance with any other law in force at the time of provision of the certificate at the Customer's cost:

- during construction as outlined in Annexure A;
- prior to the first supply of Recycled Water to the Customer at the Customer's Allotment under this Agreement;
- no later than five years after the last on-site audit conducted by the Customer in respect of the Customer's Allotment; and
- on purchase of an Allotment that is supplied with Recycled Water.

The Customer must send copies of the Certificates of Compliance from an approved representative or licensed plumber so authorised by the Office of the Technical Regulator as nominated by the Minister, to the Council within 10 Business Days of the on-site auditing having been completed.

Council may seek reimbursement for costs incurred in repairing its infrastructure if damaged by the Customer or persons working on behalf of the Customer.

10. NO WARRANTY:

To the extent permitted by law, the Council makes no warranty or undertaking as to the quality, quantity, fitness for purpose, suitability, flow rates and pressure of the Recycled Water to be supplied by the Council to the Customer under this Agreement and the Recycled Water Services Charter. Consequently, the Council is not in any way liable to the Customer or any third party for the quality and quantity of the Recycled Water supplied under this Agreement and the Customer is not entitled to any damages for any loss or injury caused by or arising out of the quality and quantity of Recycled Water supplied by the Council.

11. INDEMNITY:

The Customer is solely responsible for the use of the Recycled Water and the Council shall have no liability for such use by the Customer. The Customer indemnifies the Council against any liability, loss, damage or cost incurred by the Council arising as a result of any claim (including for personal injury or property damage and whether in contract or in negligence) by any person relating to the supply of, any exposure to or use of the Recycled Water pursuant to this Agreement.

12. TERMINATION:

The Council may terminate this Agreement at any time during the Term by giving 30 day's notice in writing to the Customer. Termination is without prejudice to the rights or obligations of the Council or the Customer arising prior to termination.

13. OCCUPIERS:

If the Customer does not reside at the house specified on this Agreement, the Customer warrants to the Council that:

- o the Customer must procure the occupier of the house (**Occupier**) to read and comply with the terms of this Agreement; and



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- o the Customer indemnifies the Council against any claims which may be suffered by the Council in relation to the use of the Recycled Water by the Occupier.

14. OBLIGATIONS OF THE PARTIES

For the avoidance of doubt, the respective obligations of the parties to this Agreement are outlined in the City of Charles Sturt Recycled Water Service Charter. The Recycled Water Service Charter forms part of this Agreement.

EXECUTED BY:

The Council:

Signed for City of Charles Sturt:

Signed for/as the Customer:

Name and Position:

Print Name:

Date:

Date: