

WaterSmart Home Toilet Program

Terms & Conditions

1. Agreement for Services

Barwon Water will provide, and you will accept, the services on these Terms and Conditions.

2. To qualify for this program, you must meet the following condition:

Be a property owner where the property is charged a residential water charge and is connected to Barwon Water's drinking water supply.

3. Barwon Water's offer:

Barwon Water's designated Contractor will:

- a) Undertake predefined plumbing works up to value predetermined by Barwon Water and the Contractor.

4. What you need to do to accept the offer

- a) An application form to apply for the WaterSmart Home Toilet Program must be completed. The application form is available on our website:
www.barwonwater.vic.gov.au
- b) When your appointment has been booked with the Contractor, you are bound by these Terms and Conditions.
- c) Agree to Barwon Water providing the services only up to the value predetermined by Barwon Water at its discretion on these Terms and Conditions. The predetermined value of the services to be provided may be subject to change based on factors including the number of customers participating in the program and funding available at any given time.
- d) Agree to the provision and installation of products specific to the program, as determined by Barwon Water and/or the Contractor in its sole discretion. For the avoidance of doubt, any products to be provided as part of the services will be selected and provided/installed by Barwon Water and/or the Contractor. You are not able to elect to provide or choose your own alternative product for installation as part of the program. In the event you do not approve of a product proposed to be provided as part of the Services, you may decline to have the specific works undertaken prior to the product being installed.

5. Provision of the service

- a) The Contractor is engaged by Barwon Water to provide the services.
- b) An adult resident of the property or you must remain present at the property during the provision of the services.
- c) The Contractor will provide the services associated with the program. You can engage the Contractor at your own expense for any additional works or assistance. You must separately engage your own plumber for the installation of any of your own products.

- d) You acknowledge that the services offered by Barwon Water as part of this offer are offered to you as a 'customer' as that term is defined by Barwon Water Customer Charter. A copy of the Customer Charter is available at: www.barwonwater.vic.gov.au
- e) You acknowledge and agree that, without limitation to Clause 4d of these Terms and Conditions, the value and scope of the services and products to be provided to you under the program will be determined by Barwon Water and/or the Contractor in their sole discretion and you have no entitlement or right to request any additional services or products beyond that determination as part of this program.
- f) The Contractor is engaged by Barwon Water to provide the services.

6. Cancelling the services

- a) You may cancel or reschedule an appointment by contacting the Contractor **at least 24 hours** before the scheduled appointment time.
- b) If you are not at the property at the booked appointment time, this will be classified as a 'no show' and you will be charged a fee of \$60 on your Barwon Water bill and you will not be permitted to reschedule for these services.

7. Withdrawal of services offer

- a) Barwon Water reserves the right, in its sole and absolute discretion and at any time, to change any, or all these Terms and Conditions and/or cancel the program.
- b) You acknowledge and agree that Barwon Water may in its discretion withdraw its offer to provide the services for reasons including, but not limited to:
 - i. The safety of any particular working environment (as determined by Barwon Water and/or the Contractor)
 - ii. The number of other people seeking to take up the services
 - iii. Changes in funding for the program.
- c) If Barwon Water withdraws the offer of the services, you will have no claim against Barwon Water.
- d) Barwon Water will seek to advise you of any such withdrawal as soon as reasonably practicable.

8. Safe working environment

- a) You must ensure it is safe for the services to be provided at the Property, including (without limitation) information Barwon Water or the Contractor of any risks that may arise in connection with the services.
- b) You acknowledge that Barwon Water and/or the Contractor may decline to provide the services unless and/or until a safe working environment can be guaranteed (as determined by Barwon Water and/or the Contractor in their discretion).

9. Inspection of services

- a) You give consent to Barwon Water if your property is selected for an inspection within 12 months of the service being completed to ensure the services have been completed to a satisfactory standard.
- b) You agree to cooperate with Barwon Water and provide its representative with access to the property for the purposes of such an inspection between 8am and 6pm on a mutually agreed day.

10. Collation of information and research

- a) You agree to allow the Contractor to photograph the water infrastructure and the work completed and surrounding areas if required.
- b) You agree to allow any information collected by the Contractor or Barwon Water concerning you and water and energy consumption at the property before, during, or after the services have been completed to be utilised for the purposes of providing services to you and for other purposes connected with the supply of water and ancillary services by Barwon water and acknowledge this may include further contact from Barwon Water or its agents to assess the program.

11. Potential water savings

- a) Any water savings predicted by Barwon Water and/or its Contractor arising from the service are not guaranteed and you may make no claim against Barwon Water and/or its Contractor in respect of same.

12. Warranty

- a) You agree to advise the Contractor of any defects in the services which are apparent within 13-weeks of the provision of services.
- b) Nothing in these Terms and Conditions will be taken to affect any statutory obligation that Barwon Water has to you for any condition or warranty implied by the Competition and Consumer Act 2010 (Cth.) or the Fair Trading Act 1999 (Vic.). In the event Barwon Water is liable for any breach of such a warranty or condition, then to the extent permitted by law, Barwon Water limits its liability to you to:
 - i. Repairing any defect in providing the Services, including repair to any of the products provided as part of the Services within 13 weeks of the initial delivery of service
- c) Manufacturer warranties apply in relation to any product defects arising after the 13-week workmanship warranty.
- d) Barwon Water will not be liable for any defect or damage arising from fair wear and tear or which is caused by any act or omission by you or any other party.

13. Privacy Notice

- a) We're committed to protecting your privacy. Our Privacy Charter outlines the practices and policies for the collection, use and management of personal information. We're required to comply with the *Privacy and Data Protection Act 2014* and are bound by the information privacy principles set out in it. We're also required to comply with other laws relating to the protection of personal information. Our Privacy Charter is available at www.barwonwater.vic.gov.au

14. Definitions

In these Terms and Conditions:

Barwon Water means Barwon Region Water Corporation (ABN 86 348 316 514)

Contractor means any licenced plumbing contractor engaged by Barwon Water to provide the Services

Program means Barwon Water's WaterSmart Home Toilet Program

Services means plumbing works; a single flush toilet cistern upgrade or repairs/upgrade to a leaking dual flush toilet cistern.

Property means the residential property identified in this form and which the Customer warrants have an authorised connection to Barwon Water's supply systems.

Customer means a residential property owner who is connected to the Barwon Water drinking water supply system.

You means the person who agrees to these Terms and Conditions and **your** has a corresponding meaning. You also have any authority required by these Terms and Conditions before agreeing.

By agreeing to these Terms and Conditions, you confirm and warrant that you are the owner of the Property and consent to the services.

You acknowledge that you will not be entitled to any further toilet cistern upgrades under the WaterSmart Home Toilet Program for this property from Barwon Water.