

Mawson Lakes Recycled Water Supply Agreement

Terms and Conditions of Supply

Section 37 of the Waterworks Act 1932 entitles SA Water to enter into a Recycled Water Supply Agreement with the owner or occupier of land (the Customer) for the supply of water at rates which are different to the water rates set by the Minister under the Act and on such terms and subject to conditions determined by SA Water from time to time.

Under this Agreement, we offer to supply you with recycled water from the Mawson Lakes Recycled Water System for approved uses on your property, and you agree to accept that supply subject to the terms and conditions determined by or under this Agreement or the Waterworks Act 1932.

You may accept the terms and conditions of this Agreement by:

- taking recycled water from a metered connection; or
- paying your recycled water use account

If you do not wish to accept these terms and conditions then you may choose not to receive any recycled water onto your property and request SA Water to supply your property only with drinking water. In that case you must:

- advise SA Water to cut off the supply of recycled water to your land;
- once that supply is cut off, at your own expense alter your internal pipework so that a supply of drinking water is available to all parts of your property.

You will be charged for any recycled water which you have taken at the price applicable to such supplies (see below).

Recycled Water and Approved Uses

1. SA Water will supply you with Recycled Water to meet your reasonable needs except that we may interrupt your supply:
 - To maintain our infrastructure or meter;
 - In circumstances of unusual drought or other unavoidable cause or accident;
 - If the supply or use of recycled water would be contrary to law or give rise to a material risk of harm, or breach of a regulatory approval or licence.

We will endeavour to minimise the impact of any interruptions by contacting you in advance of planned interruptions.

2. SA Water agrees to supply you with Recycled Water that complies with relevant health and quality guidelines issued by the Department of Health and the Environment Protection Authority for Class A Recycled Water. These guidelines are currently called the South Australian Reclaimed Water Guidelines (1999).
3. We will provide you with information, free of charge, on the standard requirements for safe use of recycled water supplied to you and the approved uses of recycled water supplied to you. We are not responsible for your use of Recycled Water.
4. Information on our website, <http://www.sawater.com.au/SAWater/YourHome/MawsonLakesResidents/> lists the uses for which you may use your Recycled Water. These uses are based on the South Australian Reclaimed Water Guidelines 1999 and may change from time to time. The site also contains important information about the requirements for safe use of recycled water.

Prices and your Account

5. SA Water has determined that the price of Recycled Water offered to be supplied to you under this Agreement will be calculated such that a price of 75% of the price of mains drinking water for volumes used above 125 kL per annum (as in force from time to time) applies in respect of every kilolitre of Recycled Water supplied to your property. The price of recycled water will be rounded down to the nearest whole cent for prices calculated up to and including 0.5 of a cent and rounded up to the nearest whole cent for figures above 0.5 of a cent. This price will continue to apply unless and until the Corporation elects to apply water rates determined in an alternative manner by or under the Waterworks Act 1932 to your Recycled Water supply.

6. We may also charge you other fees and charges for services related to your Recycled Water supply where we are entitled to do so under the Waterworks Act or where you have requested ancillary services.
7. Recycled Water use on your property will be measured through a recycled water meter (lilac) located on your property. The Recycled Water meter is owned and maintained by SA Water.
8. SA Water will send you a separate invoice for Recycled Water supplied to your property as measured by the Recycled Water meter.
9. You must pay the amount of your invoice by the date specified and in accordance with the terms and conditions set out on your invoice.
10. Any fee or charge payable in respect of this Agreement may be recovered in accordance with the provisions of the Waterworks Act.

Audits and Connections

11. You must not take Recycled Water from the Mawson Lakes Recycled Water System other than in accordance with a Recycled Water Supply Agreement.
12. You must at all times use Recycled Water lawfully for the intended uses and unless you obtain SA Water's prior written consent, you may only use the Recycled Water on your own property.
13. All internal pipework and connections to the Recycled Water system on your property must, at your cost, comply at all times with all provisions and directions under the Waterworks Act and Regulations or any other law relating to standards of work, materials and plumbing. You must not permit any Recycled Water supplied to your property to flow into any part of the drinking water system of SA Water.
14. If your internal pipework or other on-property plumbing infrastructure does not meet the standards required by SA Water, SA Water may suspend your supply of Recycled Water until SA Water is satisfied that the defects are remedied.
15. To ensure independence of the drinking water and recycled water systems, the Customer agrees to be responsible for ongoing self checks of plumbing on their property. SA Water will periodically conduct inspections and audits of your connections to the waterworks and, without limiting any powers under the Waterworks Act, you agree to permit SA Water to enter your land and other property owned by you to access your plumbing infrastructure for any purposes related to the supply of Recycled Water. Periodic inspections and audits will continue to be required if recycled water is not used within your property. Where a periodic inspection or audit is planned we will provide you with at least 2 days notice of our intentions.

General

16. This Agreement is made under section 37 of the Waterworks Act 1932. The provisions of these terms and conditions are in addition to and do not derogate from the Waterworks Act.
17. Under section 37 of the Waterworks Act, each owner and occupier of a property to which a section 37 agreement applies and each subsequent owner and occupier of the property is bound as a party to this Agreement.
18. This Agreement will operate as of the date that recycled water is first supplied to your land and will continue until the Corporation or the Minister elects to determine rates for the supply of Recycled Water pursuant to the Waterworks Act that applies to your property. On that date, this Agreement will automatically cease to operate.
19. It is a condition of this agreement that you notify SA Water if at any time you alter your internal pipework and/or cease using recycled water within your property. An audit of your property will be required by SA Water to ensure independence of the drinking water and recycled water systems.