1 APPLICATION

These terms and conditions apply to customers applying to connect your monitoring device ("your device") to our infrastructure.

2 DESCRIPTION OF BRING YOUR OWN SMART METER SERVICES

The service provides you the option to connect to a pulse output device which we have installed on the water meter(s) to which your connection to the service at the supply address relates.

3 OBLIGATIONS

3.1 Infrastructure

The service is provided by the installation of a pulse output device onto our water meter. You can then connect your own device to the pulse output cable.

It is your responsibility to protect all equipment from damage.

During the first five years, we will cover all legitimate maintenance or replacement costs associated with the pulse output device.

Beyond the first five years all maintenance and replacement costs associated with the pulse output device remain your responsibility.

Costs associated with the repair or replacement of damaged or lost pulse output device equipment or fittings, owing to unauthorised interference or otherwise, will be borne by you, except for in exceptional circumstances to be determined at our discretion.

3.2 Accuracy and reliability

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

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

4 CONNECTING YOUR DEVICE

We will, on your application, provide a quote to install a pulse output device to the water meter(s) detailed in your application for the service.

On your acceptance of the quote, we will issue an invoice for the amount contained in the quote, and upon payment of the amount for which you are invoiced, you agree to be bound by these terms and conditions.

That invoice is payable prior to both the installation of required equipment and the commencement of your access to the service.

In some cases it may not be possible to provide a service to the water meter(s) detailed in your application, and if this is the case, you will be notified in writing by us.
If, in an attempted installation of the pulse output device at the supply address, we identify any impediments to a standard installation not identified by you in your application for the service, we will provide to you a revised quote accounting for any impediments to standard installation.

If, at the time of an attempted installation of the pulse output device at the supply address, we identify objects or conditions that:

- are likely to interfere with the performance of the pulse output device; or
- on a completed installation, would constitute a breach of any law or regulation; or
- pose an unacceptable risk to the health and safety of our staff performing installation;

for which no reasonable and practical solutions are possible, we will not proceed with the installation and you will be refunded all fees and charges paid to us under the terms of this agreement.

We will supply the pulse output device to our water meter for a fee.

We will inform you of the pulse weight (litre value for each pulse) and the pulse type, Dry contact (domestic) or passive output 2.7-24VDC (industrial).

You may connect your device to the pulse unit. The pulse output device may be used for monitoring purposes only, not control purposes.

You are responsible for any costs associated with damage to our infrastructure caused or contributed to by the connection of your device.

You must remove your device from the pulse output device if there is a change in ownership of the property at your cost.

You are not permitted to connect your device other than to the pulse output device.

5 TERMINATION OF THIS SERVICE AND REMOVAL OF PULSE UNIT

5.1 Termination by us

We may terminate our provision of the service if:

- the supply of the service to your supply address has been disconnected in accordance with these terms and conditions;
- you are no longer the owner of the supply address; or
- we wish to install our own monitoring device.

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

5.2 Notice of termination by us

If we terminate our provision of the service in accordance with clause 5.1, we undertake to provide to you as much advance notice of termination as is practicable, having regard to the circumstances giving rise to termination.

5.3 Termination by you

You must provide us one month’s notice to terminate the provision of the service, and you may terminate at any point in accordance with this clause 5.3.

Upon terminating this agreement, you are required to pay to us all outstanding fees and charges, and other amounts owed under these terms and conditions.

No fees or charges paid to us under the terms of this agreement are refundable, except for in circumstances contemplated in clause 4.
Notice may be provided by:
- personal contact
- telephone
- electronic mail
- writing to us.

5.4 Removal of Pulse Unit
Following termination, we may remove the pulse output device, or may leave it in place at our discretion.

6 FORCE MAJEUR

6.1 Effect
If, but for this clause 11, a party (“the affected party”) would breach these terms and conditions due to the occurrence of a force majeure event:
- the obligations of the affected party, other than any obligation to pay amounts, are suspended to the extent to which they are affected by the force majeure event for so long as the force majeure event continues; and
- the affected party must use its best endeavours to give the other party prompt notice of the force majeure event, an estimate of its likely duration, the obligations affected by it.

6.2 Notice
The notice referred to above may be given on our website. If the effects of a force majeure event are widespread, we will be deemed to have given notice by way of a 24-hour telephone service within 30 minutes of being advised of the force majeure event or otherwise as soon as practicable.

7 INFORMATION AND PRIVACY
We will keep your personal information confidential in accordance with the State Government’s Information Privacy Principles and our Privacy Policy.

8 GENERAL

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

8.2 Our obligations
Some obligations placed on us under this agreement may be carried out by others engaged by us to perform the obligations on our behalf.
# ANNEXURE

The following words have the attributed meanings for the purposes of these terms and conditions.

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Act</td>
<td>means the <em>Water Industry Act 2012</em> (SA) as amended from time to time.</td>
</tr>
<tr>
<td>best endeavours</td>
<td>means to act in good faith and use all reasonable efforts, skill and resources.</td>
</tr>
<tr>
<td>customer</td>
<td>Means:</td>
</tr>
<tr>
<td></td>
<td>a customer as defined under section 4 of the Act which currently means:</td>
</tr>
<tr>
<td></td>
<td>“a person who owns land in relation to which a retail service is provided and includes—</td>
</tr>
<tr>
<td></td>
<td>where the context requires, a person seeking the provision of a retail service; and</td>
</tr>
<tr>
<td></td>
<td>in prescribed circumstances—a person supplied with retail services as a consumer or user of those services (without limiting the application of this definition to owners of land); and</td>
</tr>
<tr>
<td></td>
<td>a person of a class declared by the regulations to be customers.”; and</td>
</tr>
<tr>
<td></td>
<td>also includes the tenant at the supply address.</td>
</tr>
<tr>
<td>fees and charges</td>
<td>means our fees and charges as specified in the <em>Fees and Charges Schedule</em>.</td>
</tr>
<tr>
<td>Fees and Charges Schedule</td>
<td>means the fees and charges schedule published by us on our website - sawater.com.au - and in the Gazette as may be amended from time to time.</td>
</tr>
<tr>
<td>force majeure event</td>
<td>means an event outside the control of us, the occurrence of which could not be reasonably foreseen by us, or if it could be foreseen, could not reasonably have been guarded against.</td>
</tr>
<tr>
<td>meter</td>
<td>means the device and associated equipment owned by us used to measure the use of water or recycled water of a property.</td>
</tr>
<tr>
<td>Pulse output device</td>
<td>Pulse output device means a device, connected to the water meter providing a dry contact signal or passive pulse output in line with the water meter type and pulse weight.</td>
</tr>
<tr>
<td>Regulations</td>
<td>means the <em>Water Industry Regulations 2012</em> (SA) as may be amended from time to time.</td>
</tr>
<tr>
<td>supply address</td>
<td>means the property address at which the pulse output device is to be provided under these terms and conditions</td>
</tr>
<tr>
<td>us/we</td>
<td>means SA Water</td>
</tr>
<tr>
<td>water</td>
<td>includes desalinated water and water that may include any material or impurities, but does not include recycled water or sewage.</td>
</tr>
<tr>
<td>you/yours</td>
<td>means the customer agreeing to these terms and conditions.</td>
</tr>
</tbody>
</table>