

NORTHERN ADELAIDE IRRIGATION SCHEME RECYCLED WATER SERVICE

1. PARTIES

This document constitutes the **contract** between:

SOUTH AUSTRALIAN WATER CORPORATION of 250 Victoria Square Adelaide SA 5000 (SA Water) (referred to in this **contract** as **we, our** or **us**)

and

THE PARTY DESCRIBED IN ITEM 1 OF SCHEDULE A (referred to in this **contract** as **you** or **your**)

BACKGROUND

- A. **We** are the owners of the Northern Adelaide Irrigation Scheme.
- B. **We** agree to supply and **you** agree to accept **recycled water** on the terms and conditions set out in this **contract**.

2. FORMATION OF CONTRACT

- 2.1 **We** have an approval from the **DHA** to make available **recycled water** for certain purposes.
- 2.2 This **contract** covers the terms and conditions upon which **we** will make available to **you** the **recycled water service**.
- 2.3 By entering into this **contract** **you** agree to pay **us** for the **recycled water** **we** supply or make available to **you** in accordance with the terms and condition of this **contract**.

3. TERM

3.1 Term

This **contract** commences on the **commencement date** and, subject to extension under clause 3.3 or termination under clause 13, will terminate on the **expiry date**.

3.2 Accrued rights

Our rights and obligations accrued before the expiry of this **contract** continue despite the expiry of this **contract**, including **our** right to require **you** to pay amounts due to **us**.

3.3 Renewal

- (a) At least six (6) months prior to the expiry of the **term**, the parties shall enter into discussions regarding the extension of this **contract**. If **you** agree to extend the **term** of this **contract**, the terms and conditions of this **contract** as extended shall be confirmed in writing and signed by the parties.
- (b) The first extended term will be for an additional 15 years with price escalation for the first extended term being in accordance with Item 5 in Schedule A.
- (c) The second extended term will be for the remaining life of the NAIS Infrastructure, which is estimated to be to the end of 2063, with price escalation for the second extended term being in accordance with Item 5 in Schedule A.
- (d) Renewal past the conclusion of the second extended term shall be completed in accordance with (a) above, however pricing shall be determined by **us** with the approval of ESCOSA. Pricing to enable a longer infrastructure life will be determined by **us** with the approval of ESCOSA.

3.4 Review

- (a) If, after 2 years following the **commencement date**, but otherwise at any time during the **term**, **we** reasonably form the opinion that, based on **your** previous two (2) years usage of the **recycled water** either:
 - (i) **you** have taken quantities of **recycled water** at volumes and rates less than the **contracted volume** or **contracted flow rate**; or
 - (ii) **you** have taken quantities of **recycled water** at volumes in excess of the **contracted volume** or **contracted flow rate**,

we may, by notice in writing to **you**, require **you** to meet with **us** to conduct a review of **your** usage of **recycled water** made available to **you** under this **contract** for the balance of the **term**.

- (b) Following the review under clause 3.4(a), **we** may, acting reasonably and in good faith, by notice in writing to **you**, reduce the **contracted volume** and/or the **contracted flow rate** to a quantity and/or rate more commensurate with **our** expectation of **your** forecasted use of the **recycled water** for the balance of the **term**, whereupon the **contracted volume** and/or **contracted volume** shall be adjusted accordingly.
- (c) In recognition of the capital contribution that you made at the commencement of the **term**, any reduction in the **contracted volume** will give rise to the repayment to **you** of a sum being equal to 80% of the capital contribution on a pro-rata basis against the reduction in **contracted volume**.

4. RECYCLED WATER SERVICE

4.1 Subject to the terms of this **contract**, **we** will use **our best endeavours** to provide **your recycled water service** for the **permitted use**:

- (a) at the capacity and quality specified in Schedule C at the **connection points** specified in Schedule C; and

- (b) in accordance with all relevant health, environmental and **applicable regulatory instruments** as may be further described in Schedule C.
- 4.2 **You** agree to receive the **recycled water** at the **connection point** at the **contracted volume** and **contracted flow rate**.
- 4.3 If **recycled water** of a particular quality is specified in Schedule C, **we** will use **our best endeavours** to provide **recycled water** to that quality.
- 4.4 Prior to **us** making the **recycled water** available to **you** under this **contract**, **you** must give **us** reasonable notice of **your** ability to accept the **recycled water** at the **connection point**.
- 5. CONNECTIONS**
- 5.1 **We** will, on formal request from **you**, provide a **connection point** to the **network** in order to provide **you** with the **recycled water service**.
- 5.2 **A capital contribution** applies for connections. **You** will be advised of this contribution **fees and charges** relevant to **your** connection. Note that the capital contribution made at the commencement of the **term** is inclusive of all fees and charges. Additional connections or changes to connections during the **term**, or thereafter will incur additional fees and charges.
- 5.3 **You** must obtain all necessary approvals from relevant authorities for the laying and maintaining of any infrastructure required to connect to **our** network as per the **Connections Policy**.
- 5.4 In accordance with **our Connections Policy** and **Augmentation Policy**, in some areas:
- (a) **you** may be required to implement additional recycled water infrastructure in order to receive a **recycled water service** at **your supply address**; and/or
- (b) a **recycled water service** may not be available to **you** at **your supply address**.
- 5.5 **We** will notify **you** upon assessment of **your** application for connection if any of the conditions in clause 5.4 apply to **you**.
- 5.6 In accordance with **our Connections Policy** and **Augmentation Policy** where a connection is required in order to provide **you** with a **recycled water service**, **you** must fund, or part fund in agreement with **us**, any extension or augmentation of the **network** required to connect to the **connection point**. These works must be paid for and completed prior to the commencement of the sale and supply of a **recycled water service** to **you**. Depending on the location of the connection the capital contribution paid at the commencement of the **term** may be adequate to enable **us** to extend **our** infrastructure to **your connection point**.

6. MONITORING AND REPORTING

6.1 We will use our best endeavours to:

- (a) monitor the quality and quantity of **recycled water** supplied to **your connection point** under this **contract** and maintain the results of such monitoring;
- (b) notify **you** of the quantity and quality of the **recycled water** supplied to **your connection point** every six months;
- (c) notify **you** of any incident leading to the cessation of supply to **your connection point**; or
- (d) notify **you** if **we** reasonably determine, based on advice received by **DHA**, that the **recycled water** quality is unsuitable for the **permitted use**.

7. YOUR GENERAL OBLIGATIONS

7.1 Infrastructure

- (a) **You** must install, operate and maintain the necessary internal infrastructure beyond the **connection point** and the necessary connection to **our recycled water reticulation network** to enable **you** to receive the **recycled water** at **your** cost and in compliance with:
 - (i) generally accepted plumbing practices;
 - (ii) **our** reasonable requirements;
 - (iii) **applicable regulatory instruments**; and
 - (iv) the requirements specified in Schedule B.
- (b) **You** must maintain all infrastructure on **your** side of the **connection point** including undertaking any ongoing self-checks.
- (c) If **you** intend to make a change to the design of the **recycled water** infrastructure on **your** side of the **connection point**, or install any new relevant infrastructure including to any other relevant sources of water, then **you** must provide **us** with details prior to undertaking any works.
- (d) Where **we** are provided with details in accordance with clause 7.1(c) that have the potential to affect the independence between **your recycled water** infrastructure and other relevant sources of water at **your supply address**, **we** may require an audit of such changes, the cost of which is at **your** expense.
- (e) **We** are not liable for any failure to deliver **recycled water** arising out of a failure or defect in the **recycled water** infrastructure at **your supply address**.

7.2 Visible signage

You must erect clearly marked and clearly visible signage advising of the use of **recycled water** at your **supply address** in accordance with **applicable regulatory instruments**.

7.3 Payment

In consideration of **us** providing to **you** the **recycled water service**, **you** agree to receive the **recycled water** at the **connection points** and pay **us**:

- (a) the **price** for the **recycled water** supplied or made available under this **contract**;
- (b) the **fees and charges** referred to in Item 6 of Schedule A;
- (c) if any extension or augmentation works are required to be performed by **us** under clause 7.5, the costs of such works as advised to **you** in writing, such amount must be paid in advance of such costs being incurred by **us**;
- (d) all other amounts relevant to the provision of **your recycled water service** payable under the terms of this **contract**.

7.4 Review of the Price

The **price** payable for the **recycled water** shall be reviewed on an annual basis by **us** in accordance with the formula set out in Item 5 of Schedule A. Once reviewed, **we** will notify **you** of the amended **price** and the date from which it is effective.

7.5 Extension or augmentation works

- (a) If, during the **term** or extended term, **you** request **us** to increase the capacity of, or otherwise vary, the **recycled water service**, **we** will consider such a request.
- (b) Prior to approving a request under clause 7.5(a) **we** will determine if extension or augmentation works to the **network** are required in order to meet that request, and if that is the case, **we** will notify **you** of that requirement.
- (c) Prior to such extension or augmentation work proceeding, **you** will need to pay **us** in advance of such costs being incurred and/or provide security to **us** for an amount required by **us**.

7.6 Interest on overdue sums

Overdue amounts (including any disputed amount which is ultimately found to be payable to **us**) will bear interest at the **designated interest rate** and such interest will be payable by the relevant payment date indicated on the notice **we** will send **you**.

7.7 Ownership of the meter

- (a) The **meter** is **our** property and includes the outlet riser of the **meter** to **your** property, inlet riser, stop tap and associated fittings.
- (b) **You** must not use the stop tap to control **recycled water** to the **supply address**.
- (c) **We** do not accept responsibility for damage or loss including **recycled water** lost as a result of stop tap malfunctions. An isolation valve should be installed to **your** internal pipework by a licensed plumber if **you** wish to control the **recycled water** supply to **your supply address**.

7.8 Your duty of care for the meter

- (a) **You** have a duty of care to properly protect the **meter** from accident or damage and charges apply for the replacement of a damaged or lost **meter** and fittings.
- (b) Once installed, the **meter** must remain locked off and **recycled water** will not be available for use until a **licenced plumbing contractor** undertakes an audit at **your supply address** in accordance with clause 7.8(c).
- (c) Upon a **licenced plumbing contractor** verifying that independence exists between **drinking water** infrastructure and **recycled water** and any other relevant sources of infrastructure beyond the **connection point we** will unlock the **meter** and make **recycled water** available to **you**. A certificate of compliance issued by your plumbing contractor will be required to be provided to **us** prior to **us** unlocking the **meter** and making **recycled water** available to **you**.

7.9 Right to enter

- (a) **We** have, together with **our** employees and contractors, the right to enter **your** property:
 - (i) to read the **meter**;
 - (ii) to perform planned or unplanned maintenance to **our** infrastructure located on **your** land;or
 - (iii) if otherwise **we** would be in breach of any **applicable regulatory instrument**.

Other than in response to an emergency, SA Water will as a courtesy endeavour to provide at least 1 **business days**' notice prior to exercising a right of entry by **our** employees or contractors.

- (b) **You** must keep the **meter** clear from obstruction and ensure **we** can safely and conveniently access and read the **meter** at **your supply address**.
- (c) If **we** are required to undertake planned or unplanned works in accordance with clause 7.9(a)(ii) above **we** will use **our best endeavours** to complete the works as soon as is reasonable practicable.

7.10 Audit

- (a) If an audit is to be undertaken in accordance with clause 7.9(a)(iii):
 - (i) it will be conducted by **us** in accordance with all relevant **DHA** approvals;
 - (ii) **we** will provide **you** with at least two **business days**' notice prior to undertaking the audit; and
 - (iii) the reasonable costs and expenses of the audit shall be recoverable by **us** as **fees and charges** under clause 7.3(d).

- (b) At any time during any term of this **contract we** may require **you** to provide to **us** with:
 - (i) any independent audit results relevant to **your recycled water service**;
 - (ii) any relevant plans, reports or documents relevant to the use of **your recycled water service**;
 - (iii) any relevant plans, reports or documents relevant to **your recycled water service** as required by **applicable regulatory instruments**; and
 - (iv) a location plan showing the boundary of the area in which **recycled water** will be used and to provide an amended plan showing any changes if and when they arise.

7.11 Accuracy of meters

- (a) If **you** believe **your meter** is not accurately recording **your recycled water** usage **you** may request that **we** test **your meter**. If **you** make a request **you** must pay **us** in advance **our** charge for checking the **meter** reading, metering data or for testing the **meter** as per our **Fees and Charges Schedule**.
- (b) If the **meter** is found to be within the 5% limits for reasonable accuracy (i.e. +/- 5%) **your** current bill stands and **you** will be charged the **meter** testing fee (please refer to our **Fees and Charges Schedule**).
- (c) If the **meter** is found to be recording outside of the reasonable limits referred to in clause 7.11(b) **we** will adjust **your** bill to reflect **your** previous consumption patterns (taking into account seasonal fluctuations) and no **meter** testing fee will apply.
- (d) If **your meter** is found to be under-recording **we** have a right to recover under-charged amounts from **you**.
- (e) If **your meter** is found, by **us**, to be within the acceptable limits but **you** still believe the **meter** is inaccurate **you** have the right to have the **meter** independently tested at **your** cost. If the **meter** is found to be inaccurate by independent test **we** will refund the testing fees to **your** account.

7.12 Use of recycled water

- (a) **You** acknowledge to **us** that **you** are aware of the **permitted uses** of the **recycled water** which have been approved by the **DHA**.
- (b) **You** must only use the **recycled water** taken from your **connection point** under this **contract** for the **permitted use** and in accordance with **applicable regulatory instruments**.
- (c) **You** must not supply another customer or property with a **recycled water service** without express permission from **us**.
- (d) In providing consent under clause 7.12(c), **we** may impose conditions on that consent, including a requirement that the **recycled water** is not used for purposes not approved by this **contract**.

- (e) **You** must not connect, or allow the connection of, any pipe used to carry **your recycled water** with any other works for the collection, treatment and distribution of water whether such works are located at **your supply address** or not without **our** prior written approval.
- (f) Notwithstanding **your** obligation to use **your recycled water service** in accordance with **applicable regulatory instruments**, **you** must also use **your recycled water service** in accordance with any special conditions described in Item 9 of Schedule A.
- (g) **You** must obtain, update, maintain and comply with all approvals relevant to **your recycled water service**.
- (h) **You** must notify **us** in the event of **your** non-compliance with **applicable regulatory instruments**.
- (i) **You** must advise **us** of any new or revised use of **your recycled water service**.

7.13 Liability and insurance

- (a) **You** must take out and maintain public liability insurance cover, at a minimum level of cover as set out in Item 7 of Schedule A.
- (b) **You** are responsible for the use of the **recycled water** received at **your supply address** and **you** agree that **we** have no liability to **you** or any third party in this regard whatsoever.
- (c) **You** indemnify **us** for any liability or loss (including but not limited to legal costs and disbursements) arising as a result of any claim by any person, directly or indirectly, relating to exposure to use of **recycled water** supplied to **you** under this **contract**, including but not limited to any connections between the **drinking water** infrastructure, **your recycled water** infrastructure and other sources of water, beyond the **connection points**.
- (d) **You** must compensate **us** for any damage to **our** infrastructure caused by **you**, **your** contractors or agents in connection with this **contract**.

8. INTERRUPTIONS

8.1 Interruptions to a water service

- (a) **We** may interrupt the supply of **your recycled water service** in the following instances:
 - (i) for maintenance;
 - (ii) for repair of the **WWTP** or **recycled water reticulation network**;
 - (iii) for augmentations to the **WWTP** or **recycled water reticulation network** including if required by **law, applicable regulatory instruments** or licences;
 - (iv) as a result of a **force majeure event**;
 - (v) in the event of emergencies; or

(vi) for health and safety reasons,
for as long as those circumstances exist.

- (b) **We will use our best endeavours** to notify **you** before interrupting your **recycled water service**.

8.2 **Illegal use of a recycled water service**

If **you** are found to be fraudulently consuming **your recycled water service**, or otherwise consuming **your recycled water service** not in accordance with this **contract** or **applicable regulatory instruments**, **we** have a right to estimate the consumption for which **you** have not paid using an approved estimation method and bill **you** or take debt recovery action against **you** for the under-charged or uncharged amounts.

8.3 **GST**

- (a) Amounts specified in the **Fees and Charges Schedule** and Item 5 of Schedule A, are subject to amendment from time to time, and other amounts payable under this **contract** may be stated to be exclusive or inclusive of GST. Clause 8.3(b) applies unless an amount is stated to include GST.
- (b) Where an amount paid by **you** under this **contract** is payment for a “taxable supply” as defined for GST purposes, to the extent permitted by **law**, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

9. **BILLING**

9.1 **Billing cycle**

- (a) **We will aim to issue you** a bill for the **price** payable under this **contract** at least every **quarter**.

9.2 **Billing address**

- (a) **We will issue your** bill to the address set out in Item 8 of Schedule A.
- (b) It is **your** responsibility to advise **us** of any change in billing address, or pending change in billing address, prior to the issue of **your** next bill.
- (c) Nothing in this clause 9.2 affects **your** obligation to pay **us** amounts under this **contract**.

9.3 **Estimation as basis for bills**

- (a) **We may issue you** with an estimated bill:
- (i) based on:
- (A) **your** reading of the relevant **meters**; or
- (B) **your** prior usage history at that **supply address**.

- (b) When **we** issue **you** with an estimated bill **we** will publish a notice in a prominent location on that bill advising that the bill is based on an estimated reading of the **meter**.

9.4 **Pay-by date**

Unless otherwise agreed with **you**, **you** must pay the amount shown on each bill by the date for payment. The pay-by date will be specified on the bill issued to **you** under clause 9.1(a).

9.5 **Payment methods**

The payment methods **we** offer will be listed on **your** bill and are subject to change from time-to-time.

9.6 **Charge for dishonoured payments**

- (a) This clause 9.6 applies where **you** pay **us** a bill by cheque, by a direct debit from an account with an **authorised deposit taking institution** or by credit card.
- (b) If a payment referred to in this clause is dishonoured or reversed, which results in **us** incurring a fee, **we** may recover the amount of that fee from **you**.

9.7 **Undercharging**

- (a) **We** can recover from **you** any amounts **we** may have undercharged **you**.
- (b) Where any amount undercharged is as a result of an error on **our** part **we** will recover only the amounts undercharged on the 12 months prior to the **meter** reading date on **your** last bill for metered services.
- (c) **We** will not charge **you** interest on amounts recovered due to an error.

10. **RESTRICTIONS**

10.1 **Restriction of a recycled water service**

- (a) **We** may arrange for the restriction of the supply of **your recycled water service** to **you**:
 - (i) where **you** have not paid a bill or bills;
 - (ii) where **you** have not allowed entry to a Water Industry Officer appointed under the **Act** for the purposes consistent with carrying out duties in accordance with **applicable regulatory instruments**;
 - (iii) where **you** have failed to allow, for 3 consecutive billing cycles, access to the relevant **supply address** for the purposes of **meter** reading;
 - (iv) where **you** have used the **recycled water service** illegally or not in accordance with the **DHA Approval** and all applicable regulatory instruments;
 - (v) as a result of a **force majeure event**; or

(vi) in the event of an emergency

for as long as those circumstances subsist.

- (b) **We will use our best endeavours to notify you before restricting your recycled water service.**

11. DISCONNECTIONS

11.1 We may arrange for the disconnection of **your recycled water service**:

- (a) if **you** have requested that disconnection;
- (b) if **you** have used the **recycled water service** illegally;
- (c) as a result of a **force majeure event**;
- (d) if **you** have refused entry to a Water Industry Officer appointed under the **Act** for the purpose of **meter** reading or other purposes consistent with carrying out duties in accordance with **applicable regulatory instruments**;
- (e) if the **DHA Approval** or other regulatory approvals is withdrawn, expired or otherwise not applicable or in force; or
- (f) in the case of an emergency.

12. RESTORATION

- (a) If **we** have disconnected or restricted the supply of **your recycled water service to you**, **we** will aim to arrange for the reconnection or removal of flow restrictions.
- (b) However, this obligation is subject to:
 - (i) clause 8.2;
 - (ii) **you** making a request for reconnection or removal of **recycled water** flow restriction; and
 - (iii) **you** paying **our** reasonable charge for reconnection or removal of **recycled water** flow restrictions as per the **Fees and Charges Schedule**.

13. TERMINATION OF A WATER SERVICE

13.1 Termination by us

- (a) **We** may terminate this **contract** with **you** in the **event of default** by notice in writing.
- (b) Upon **us** terminating this **contract** in accordance with clause 13.1(a) above **you** are required to pay **us** all outstanding **price, fees and charges** and other amounts owed under this **contract**.

13.2 Transferring ownership of land

- (a) If **you** intend to transfer the ownership of land relating to a **supply address** governed by this **contract**, before doing so, **you** must first notify of **us** of **your** intention and pay all arrears owing to **us** before transferring ownership of the said land.
- (b) Upon **us** receiving notification from **you** under clause 13.2(a) **we** may conduct an audit in accordance with clause 7.9(a)(iii).
- (c) In the event that **you** fail to comply with clause 13.1(b), **you** remain liable to **us** for the payment of the arrears and **we** reserve **our** right to take any action necessary to recover the arrears, including recovering costs associated with enforcing **our** rights under this clause 13.2(c).
- (d) Until all amounts due to **us** with respect to the provision of the **recycled water service** are paid in full, the first charge granted to **us** by virtue of Part 5 of the *South Australian Water Corporation Act 1994* (SA) will remain on the **supply address** to which the relevant **recycled water service** have been provided.
- (e) This **contract** will terminate at the date of transfer of ownership of the land, unless assignment and novation is implemented in favour of the new owner of the land in accordance with Clause 17.4.

14. FORCE MAJEURE

14.1 Effect

If, but for this clause 14, either party would breach this **contract** due to the occurrence of a **force majeure event**:

- (a) the affected party's obligations under this **contract** are suspended to the extent that they are affected by the **force majeure event** for so long as the **force majeure event** continues; and
- (b) the party affected by the **force majeure event** must make all reasonable efforts to give prompt notice of the **force majeure event** to the other party.

14.2 A **force majeure event** is anything which:

- (a) prevents or delays, or may prevent or delay (in whole or in part), a party's performance of obligations under this **contract** (other than an obligation to pay amounts due and owing under this **contract**); and
- (b) is beyond a party's reasonable control and could not reasonably have been prevented from happening;

and may include:

- (c) flood, earthquake, storm, lightning and other damage caused by the elements;
- (d) insurrection, riot, war revolutions, acts of terrorism and civil commotion;
- (e) fire, including a fire that may require an increase in the quantity or flow rate of **recycled water** to be supplied by **us** to any other of **our** customers;

- (f) a change in **law**, or a change made pursuant to a **law**; or
- (g) anything else that might reasonably oblige **us** to impose water restrictions on customers.

14.3 Industrial disputes

Nothing in clause 14 requires **us** to settle an industrial dispute which constitutes a **force majeure event** in any manner other than the manner preferred by **us**.

15. DISPUTE RESOLUTION

15.1 Dispute resolution procedure

Any **dispute** between the parties arising under this **contract** must be dealt with by the dispute resolution procedure set out in this clause 15.

15.2 Negotiation by senior representatives

- (a) If a **dispute** arises in connection with this **contract** and one party requires it to be resolved, that party must promptly give the other party written notice identifying, and giving details of, the **dispute**.
- (b) As soon as is reasonably practicable, but within 14 days of the notice of **dispute** being submitted, a senior representative of each party to this **contract** must meet and genuinely attempt to resolve the **dispute**.

15.3 Negotiation by chief executive officers

- (a) If within 14 days of the first meeting under clause 15.2(b) (or such later date as the parties agree), the **dispute** is not resolved then, the chief executives or equivalent of both parties must meet within 7 days of the expiry of that 14 day period and attempt to resolve the **dispute**.
- (b) If within 14 days of the meeting convened under clause 15.3(a), the **dispute** has not been resolved, then either party may commence court proceedings.

16. INFORMATION AND PRIVACY

16.1 **We** will keep **your** personal information confidential in accordance with the **State** Government's Information Privacy Principles and **our** Privacy Policy unless otherwise required under this **contract**.

16.2 **We** will provide any relevant information to authorities in the event that **you** are under investigation for illegal use of **our** services or of any other crime.

17. GENERAL

17.1 Applicable law

The **laws** in force in the State of South Australia govern this **contract**.

17.2 **Our Obligations**

Some obligations placed on **us** under this **contract** may be carried out by others engaged by **us** to perform the obligations on **our** behalf.

17.3 **Severability**

If a provision of this **contract** would, but for this clause, be unenforceable:

- (a) the provision must be read down to the extent necessary to avoid that result; or
- (b) if the provision cannot be read down to that extent, it must be severed without affecting the validity and enforceability of the remainder of this **contract**.

17.4 **Assignment and novation**

A party may assign its benefits or novate its obligations under this **contract** only with the prior written consent of the other party, such consent not to be unreasonably withheld.

17.5 **Entire agreement**

This **contract** replaces all previous agreements about its subject matter and constitutes the entire agreement between the parties.

17.6 **Variation**

A variation to this **contract** must be in writing and signed by the parties.

17.7 **Waiver**

A right may only be waived under this **contract** by written notice from a party to the other party that it waives that right.

17.8 **Cost and expenses**

Each party will pay its own costs and expense arising out of this **contract** and any related agreements, unless otherwise set out in this **contract**.

17.9 **Stamp duty**

You must pay any stamp duty arising out of this **contract** (including any fines or penalties).

17.10 **Time of performance**

- (a) If a notice is served or a payment is made after 5:00pm on any **business day**, it is deemed served or paid the next **business day**.
- (b) If this **contract** requires something to be performed on a day that is not a **business day**, it must be performed on the next **business day**.

17.11 Survival

The terms of this **contract** survive its termination to the extent permitted by **law**.

17.12 Good faith

The parties must at all time during term of this **contract** act towards each other in good faith.

17.13 Rights

This **contract** is entered into subject to the **Act** and regulations made pursuant to it and the powers, rights and remedies conferred on us by virtue of the **Act** (and the *South Australian Water Corporation Act 1994 (SA)*) are included in this **contract** as if they were incorporated into and formed part of this **contract**.

17.14 Notices

Unless specified otherwise in this **contract**, notice can only be given to a party by:

- (a) personal contact;
- (b) telephone;
- (c) electronic mail; or
- (d) writing to **us**.

18. SPECIAL CONDITIONS

The terms of this **contract** are subject to the special conditions set out in Item 9 of Schedule A. If there is any inconsistency between clauses 1 to 18 and the **special conditions**, the **special conditions** take precedence to the extent of the inconsistency.

19. DEFINITIONS

The following words have the attributed meanings for the purposes of this **contract**:

Act	means the <i>Water Industry Act 2012 (SA)</i>
applicable regulatory instruments	means any law, Act (including without limitation, the Act) or regulatory instrument made under an Act (including without limitation, the Regulations), or any other industry code, a guideline including but not limited to the Guideline , or other regulatory instrument issued by ESCOSA which applies to us , as well as all relevant requirements and directions issued by DHA , EPA or DEWNR relevant to our supply, or your use of, a recycled water service .

authorised deposit taking institution	means an authorised deposit-taking institution within the meaning of the <i>Banking Act 1959</i> (Cth) as defined in section 4 of the <i>Acts Interpretation Act 1915</i> (SA).
best endeavours	means to act in good faith and use all reasonable efforts, skills and resources.
business day	means a day on which banks are open for general banking business in Adelaide, other than a Saturday, or a Sunday.
commencement date	means the date in Item 2 of Schedule A.
Connections Policy	means our connection policy as published on our website as may be amended from time to time as applicable to a recycled water service .
contract	means this contract including Schedule A, Schedule B and Schedule C.
contracted flow rate	means the flow rate of the recycled water for this contract as specified in Schedule C.
contracted volume	means the volume of the recycled water for this contract as specified in Schedule C.
connection point	means the location (or locations), if applicable, described in Schedule C, as the delivery point or points of supply where the recycled water is made available to you .
CPI	means the Consumer Price Index (All Groups) Adelaide Index Number at 31 March each year published by the Australian Bureau of Statistics.

designated interest rate	means the official Reserve Bank of Australia cash rate plus 5% per annum.
DEWNR	means the South Australian Government Department of Environment, Water and Natural Resources.
DHA	means the South Australian Government Department of Health and Ageing.
DHA Approval	means the approval issued by DHA permitting you to use our recycled water for the permitted use .
dispute	means a dispute, question or difference of opinions that has arisen between the parties in connection with this contract .
drinking water	means water that is supplied to your supply address and intended for human use and consumption and complies with relevant health standards.
EPA	means the Environmental Protection Authority of South Australia a body created under the <i>Environmental Protection Act 1993</i> (SA).
ESCOSA	means the Essential Services Commission of South Australia, a body created under the <i>Essential Services Commission Act 2002</i> (SA).

event of default	<p>means:</p> <ul style="list-style-type: none"> a) the breach of any material condition by you under this contract; b) the non-payment of money by you due and owing under this contract; c) an insolvency event by you; d) using the recycled water for any purpose other than the permitted purpose; e) the DHA Approval no longer applying to your use of the recycled water; or f) if you take recycled water in excess of the contracted volume and/or the contracted flow rate.
expiry date	means the date in Item 4 of Schedule A.
fees and charges	means the fees and charges described in Item 6 of Schedule A or as otherwise advised by us to you .
Fees and Charges Schedule	means the Fees and Charges Schedule published by us on our website as may be amended and reviewed from time to time.
force majeure event	has the meaning described in clause 14.2.
Guideline	means the “National Water Quality Management Strategy Australian Guidelines for Water Recycling: Managing Health and Environmental Risks (Phase 1)” of the Commonwealth Heritage Council or any subsequent revision or replacement of the same.

<p>insolvency event</p>	<p>means the happening of one or more of the following in relation to you:</p> <ul style="list-style-type: none"> a) a receiver, a receiver and manager, an administrator or other controller is appointed to you or any material asset of you, and such appointment has not been revoked, discharged, stayed, enjoined or withdrawn within 20 business days; b) an encumbrancee takes possession of material assets or the undertaking of yours and does not relinquish possession within 20 business days of doing so; c) a liquidator or provisional liquidator is appointed or an order is made or an effective resolution passed for the liquidation of the party and such appointment, order or resolution is not revoked, discharged, stayed, enjoined or withdrawn within 20 business days; or d) you enter into an arrangement or composition with its creditors within the meaning of the <i>Corporations Act 2001</i> (Cth).
<p>law</p>	<p>means:</p> <ul style="list-style-type: none"> a) the principles of law or equity established by decisions of Australian Courts; b) any legislation, statutes, acts, rules, orders, regulations, by-laws, local laws, policies or ordinances which are enacted, issued or promulgated by the State, a Minister, a corporation or authority for a public purpose or a local authority; and c) requirements made or arising under or under any of the matters referred to in paragraphs (a) or (b) above.
<p>meter</p>	<p>means the device and associated equipment owned by us used to measure the use of recycled water at the connection point.</p>
<p>network</p>	<p>means the recycled water reticulation network.</p>
<p>permitted use</p>	<p>means irrigating crops and controlled urban reuse by all methods without public health restrictions in accordance with the DHA Approval. Subject to additional regulatory approvals it may also include water for livestock.</p>

PPI	means the domestic (total) Producer Price Index as set by the Australian Bureau of Statistics (index no. 6427.0, Table 9, Stage of Production; Preliminary Commodities).
price	means the price specified in Item 5 of Schedule A.
quarter	means a period of 3 months each of which periods will commence on 1 January, 1 April, 1 July and 1 October.
recycled water	means recycled water which has been approved by DHA for intended use produced from the treatment and disinfection of sewage , resulting in a product supplied to a customer as a recycled water service .
recycled water reticulation network	means the system of recycled water mains and service pipes owned and/or operated by SA Water up to and including the connection point for the provision of recycled water .
recycled water service	means the supply of recycled water through our recycled water reticulation network as further described in Schedule C.
RPZ	means a Reduced Pressure Zone back flow prevention device.
special conditions	means the special conditions (if any) set out in Item 9 of Schedule A.
State	means the state of South Australia.
supply address	means the property address at which the recycled water service is to be provided under this contract through the connections as specified in Schedule C.

term	means the term specified in Item 3 of Schedule A.
Waste Water Treatment Plant (WWTP)	means the waste water treatment plant or recycled water treatment plant supplying the recycled water under this contract via the recycled water reticulation network .

DRAFT

SIGNED for and on behalf of the **SOUTH**)

AUSTRALIAN WATER CORPORATION)

by a person duly authorised to do so)

in the presence of:)

.....
Signature

.....
Print Name

.....
Print Title

.....
Signature of Witness

.....
Print Name of Witness

DATED:

EXECUTED for and on behalf of)

XX)

by a person duly authorised to do so)

in the presence of:)

.....
Signature

.....
Print Name

.....
Print Title

.....
Signature of Witness

.....
Print Name of Witness

DATED:

SCHEDULE A

<p>Item 1 (name and address of party)</p>	<p>Customer (ABN XX AAA BBB CCC) Address</p>
<p>Item 2 (commencement date)</p>	<p>[to be inserted]</p>
<p>Item 3 (term)</p>	<p>The term of 15 years commencing on the commencement date and expiring on the expiry date.</p>
<p>Item 4 (expiry date)</p>	<p>[to be inserted] To be amended following renewal in accordance with Clause 0.</p>
<p>Item 5 (price)</p>	<p>The following pricing structure shall apply for the term, the first extended term, and the second extended term, as described in Clauses 3.3(a), 3.3(a), and 3.3(c).</p> <ol style="list-style-type: none"> 1. Prior to the commencement of the term, you must pay us a once off, up front capital contribution calculated at \$2.90 per kilolitre multiplied by the contracted volume. 2. This price is calculated in the 2017-18 financial year and shall increase each financial year by adjusting the capital contribution immediately prior to the relevant period by the increase in Australian PPI during the twelve month period ending on 31 March immediately prior to the relevant period. 3. Terms of payment for the capital contribution are 20% non-refundable deposit on contract execution, with balance payable on connection. Payment terms on the balance are negotiable. 4. During the course of the term, the first extended term, and the second extended term, you must pay us an annual availability charge of \$0.24 per kilolitre multiplied by the contracted volume.

	<p>5. This price is calculated in the 2017-18 financial year and shall increase each subsequent financial year by adjusting the per kilolitre rate payable immediately prior to the relevant period by the increase in Australian PPI during the twelve month period ending on 31 March immediately prior to the relevant period.</p> <p>6. During the course of the term, the first extended term, and the second extended term, you must pay us an annual consumption charge of \$0.XX per kilolitre multiplied by the volume of water used.</p> <p>7. This price is calculated in the 2017-18 financial year and shall increase each subsequent financial year by adjusting the per kilolitre rate payable immediately prior to the relevant period by the increase in Australian PPI during the twelve month period ending on 31 March immediately prior to the relevant period.</p>
<p>Item 6 (fees and charges)</p>	<p>In addition to the price, the following fees and charges as defined in our Fees and Charges Schedule may also apply:</p> <ul style="list-style-type: none"> • TBC.
<p>Item 7 (liability and insurance)</p>	<p>[to be inserted]</p>
<p>Item 8 (billing address)</p>	<p>[to be inserted]</p>
<p>Item 9 (special conditions)</p>	<p>[to be inserted]</p>

SCHEDULE B

Customer infrastructure required

Beyond the **connection points**, you must:

1. provide a **recycled water reticulation network** in accordance with all **applicable regulatory instruments** including but not limited to any directions made by **DHA, DEWNR** and the **Guidelines** for the use of **recycled water**;
2. unless otherwise approved by **us** in writing, ensure all **drinking water** infrastructure and the **recycled water** infrastructure at the relevant **supply address** and other sources of water are kept independent and are separated by physical separation;
3. as a minimum, ensure a testable backflow prevention device is installed on all drinking water meters;
4. install an **RPZ** on all drinking water and recycled water meters where irrigation with chemicals takes place;
5. install an appropriate backflow prevention device on all **recycled water** meters where an alternative water supply exists (eg treated storm water); and
6. install on-farm storage as agreed and included in Schedule C.

SCHEDULE C

recycled water service	Capacity: a minimum operating pressure of 20 metres head at the contracted flow rate Quality: As agreed
connection points / supply address	
WWTP	Bolivar
contracted volume	XXX,000 kilolitres of recycled water . YY% delivered in winter period ZZ% delivered in shoulder and summer periods
contracted flow rate	Between X,XXX kilolitres per day and Y,YYY kilolitres per day
plans and procedures	
other relevant characteristics including health, environmental and applicable regulatory instruments	
agreed on-farm storage	