

IMPORTANT CONDITIONS AND INFORMATION (“Conditions”)

1. In accepting these Conditions, the Customer:

- 1.1. authorises South East Water to enter the Property to carry out the work referred to in the South East Water Hot Water Purchase Tax Invoice, the South East Water Hot Water Quotation Form (if applicable), and these Conditions, or as otherwise agreed to (“Works”); and
- 1.2. acknowledges that South East Water may engage a contractor to carry out any or all of the Work on the Customer’s premises;

2. The Customer accepts these Conditions by upfront payment in full for any Works by credit card or by entering into a Payment Agreement to pay the amounts due in relation to any Works.
3. South East Water is not obliged to commence any Works unless it has received the Customer’s payment upfront in full or unless the Customer has entered into a Payment Agreement with South East Water.
4. If the Customer has not paid for the Works upfront in full or agreed to a Payment Agreement prior to performance of the Works or delivery of any goods, the commencement of any Works or the supply of any goods, as applicable, will constitute acceptance of the Conditions by the Customer.
5. Quotes are valid for 1 calendar month from the date they are provided.
6. The Customer will execute whatever documents South East Water may reasonably require, and take whatever other action South East Water may reasonably require in order to enable South East Water to perform the Work.
7. The Customer must ensure that South East Water has clear and safe access at the Property to carry out the Work.

8. South East Water will not undertake any additional work (outside of the Work detailed in the South East Water Hot Water Purchase Quotation Form and South East Water Hot Water Purchase Tax Invoice) required to ensure regulatory compliance of a Hot Water Service installation without first obtaining Customer approval, including in relation to additional charges for such additional work.
9. Title to goods and materials being acquired by the Customer pursuant to the South East Water Hot Water Purchase Tax Invoice and these Conditions, passes to the Customer when the Customer has paid for those goods and materials in full (including, where applicable, after the payment in full of all of their applicable direct debit obligations, and any other applicable amounts owing) and such payment has been processed by South East Water and all amounts have been paid to South East Water’s third party suppliers. Risk in the goods and materials passes to the Customer upon delivery of the goods and materials to the Customer.

10. Other than as set out in this Agreement or required by law, the Customer acknowledges that South East Water has not made any warranty or representation in relation to the Work and any goods.

11. South East Water recognises that the Competition and Consumer Act 2010 (the Australian Consumer Law) contains certain guarantees for consumers that cannot be excluded, restricted or modified by this document. The guarantees for consumers include:

Where South East Water is supplying goods:

- that the goods are of acceptable quality;
- that the goods are fit for the purposes for which they are commonly acquired as it is reasonable to expect in the circumstances; and
- that the goods are fit for a purpose that you have made known to us and based on which we supplied you with the goods.

Where the South East Water is supplying services/software/service:

- that the services are rendered with due care and skill;
- that the services are fit for the purposes for which they are commonly acquired as it is reasonable to expect in the circumstances; and
- that the services are fit for a purpose you have made known to us and based on which we supplied you with the services.

These Conditions do not seek to exclude, restrict or modify the application of such rights.

12. The Customer is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. The Customer is also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

13. In addition to the above guarantees, there may be additional conditions or warranties provided by manufacturers may be contained in the installation instructions or brochures for particular products. The Customer is responsible to pursue such warranties directly by contacting the relevant third party providing such warranties.

14. In respect of the Works and all goods supplied and/or installed as part of the Works, the Customer should retain the South East Water Hot Water Purchase Tax Invoice, the South East Water Hot Water Quotation Form (if applicable), and the compliance certificates issued by each of the plumber and electrician performing the Works, for warranty purposes.

15. Customers must be the owner/occupier of the Property. Tenants of properties cannot purchase the goods and services offered by South East Water under these Conditions and the South East Water Hot Water Purchase Quotation Form (if applicable) and South East Water Hot Water Purchase Tax Invoice.

16. To the extent permitted by law, any Small-scale Technology Certificates (STCs), Renewable Energy Certificates (RECs), State Government rebates administered by Sustainability Victoria and Victorian Energy Efficiency Certificates (VEECs) or similar interest, right, benefit or entitlement which might be claimed or received directly or indirectly as a result of the Work or any goods or services, supplied to the Customer, may be exclusively claimed by South East Water or their nominated contractor and where necessary, the Customer assigns its rights to South East Water or its nominated contractor in respect of such claims.

17. All prices shown on the South East Water Hot Water Purchase Tax Invoice are GST inclusive and will identify the price of the system and the amount payable. Any difference between the price of the system and the amount payable will be the amount of any financial benefits such as rebates or assigning of Small-scale Technology Certificates (STCs) to South East Water or its Contractor that are given to the Customer as an up-front discount.

18. If the amount payable includes an up-front discount then the Customer agrees to sign any paperwork in order for South East Water or its Contractor to apply and receive the relevant financial benefit which allows for the up-front discount to be applied to the Customer.

19. If the financial benefit is not received due to the Customer providing incorrect or misleading information, the Customer must agree to pay the difference between the system price and amount payable within 28 days of written notification by South East Water to do so.

20. If the Customer defaults in making any payment under the direct debit Payment Agreement, or otherwise fails to pay any amounts due under these Conditions or the Customer’s South East Water Hot Water Purchase Tax Invoice, monies which are or will be owing to South East Water under these Conditions become immediately due and payable and the Customer must pay all monies to South East Water immediately upon written notice to do so.

21. The Customer agrees to pay for the Work and any goods supplied either upfront by credit card or through a 12 or 24 month direct debit payment agreement (“Payment Agreement”) with South East Water.

22. If the Customer’s Property is not located within the boundaries of the area where South East Water is licensed to provide water and sewerage services pursuant to Section 6 of the Water Industry Act 1994 (Vic), the Customer will not be eligible for a Payment Agreement and must pay upfront by credit card.

23. Customers on a direct debit Payment Agreement may make additional payments or pay the outstanding balance at any time. Payment can be made by phone on 1300 409 682 using the Customer’s credit card (the Customer will need to refer to the Customer’s water and sewerage account for its customer number etc).

24. The Customer may apply to pay under a Payment Agreement. South East Water reserves the right to refuse an application to pay under a Payment Agreement at its absolute discretion. Where the Customer wishes to pay under a Payment Agreement, the Customer must:

24.1. Elect either a 12 or 24 month timeframe for their Payment Agreement.

24.2. Complete a Direct Debit Application.

24.3. Pay for the Work and goods supplied within the nominated timeframe and in accordance with the payment frequency selected and any other conditions in the Payment Agreement.

24.4. Receive account details for the purchase on its South East Water water and sewerage account for the Customer’s property where the Work will be performed (“Property”).

24.5. Immediately notify South East Water in the event the ownership of the Property changes or the Property is sold. In the event the Property ownership changes or is sold, the Payment Agreement may be terminated by South East Water at its sole option on written notice and the Customer agrees to then immediately repay any amount outstanding under the original Payment Agreement

24.6. The Customer agrees that in entering into a Payment Agreement with South East Water for the payment of the Works, it also agrees that all other existing water and sewerage account charges and any other goods and services invoiced by South East Water (whether related to the Works or not) will be subject to payment through direct debit from the time of entry into the Payment Agreement until the end of the term of the Payment Agreement.

24.7. If the Customer defaults in making any payment under its Payment Agreement, or otherwise breaches any term or warranty of its Payment Agreement or these Conditions, all monies which are or will be owing to South East Water under the Payment Agreement become immediately due and payable and the Customer must pay all monies to South East Water immediately upon written notice to do so.

25. The Customer understands that in creating the quotations in any South East Water Hot Water Quotation Form, and in undertaking the Works, South East Water is relying upon information provided by the Customer. In the event any of this information is incorrect, or relevant information was not provided to South East Water, the Customer acknowledges this may affect the price of the Works and agrees that in such circumstances South East Water has the right to vary the price by notice to the Customer and the Customer must pay such amended price.

26. The Customer understands that some extras e.g. removal of asbestos, gas line upgrades may only be determined onsite. If these extras exceed more than \$500 the customer has the right to cancel the installation and receive a full refund otherwise a \$100 cancellation fee may apply.

27. Any suggested potential savings or results are indicative only and are based on a number of assumptions. South East Water does not guarantee or warrant any potential cost savings.

28. In the event of any fault or problem with the Works post-completion, in the first instance the Customer should contact South East Water on 1300 88 16 22.

29. Unless expressly stated otherwise, the goods provided as part of the Works are not manufactured by South East Water. We use specialist providers to deliver products and provide the majority of the Works. Although South East Water believes it has aligned itself with excellent manufacturers and service providers, there may be times when, even despite South East Water’s best efforts, products and performance may not meet the Customer’s expectations. South East Water Limited will not be liable for the consequences of events beyond its reasonable control, for example, an act of war (whether declared or not) or terrorism, the mobilisation of armed forces, civil commotion or riot, natural disaster, industrial action or labour disturbance, currency restriction, embargo, action or inaction by a government agency, a failure of a supplier, public utility or common carrier or computer disruption due to the effects of a virus or other malicious code introduced other than through the acts or omissions of South East Water.

30. The contract for the provision of the Work and goods is constituted by these Conditions, the South East Water Hot Water Quotation Form (if applicable) and the South East Water Hot Water Service Tax Invoice and is governed by the laws of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of that State.

31. South East Water is collecting the information requested on this form for the purpose of providing goods and services to the Customer and improving those goods and services. Without all or part of this information the goods and services may not be provided to the Customer. This information will be handled in accordance with South East Water’s legal obligations. You may obtain access to the information on request. By accepting these Conditions the Customer consents to South East Water collecting, using and disclosing its information as set out in these Conditions.

32. The information collected by South East Water under clause 30 may be disclosed to third parties in relation to the provision of goods and services, including without limitation, South East Water’s contractors assisting in the provision of these goods and services and post installation follow up, credit reporting agencies, debt collection agencies, data processing analysts, Melbourne Water and the Minister or the Environment Protection Authority. For a copy of South East Water’s privacy statement which describes in more detail how personal information may be used by it, or details on how to access the Customer’s personal information, see the web site at www.southeastwater.com.au or contact 1300 409 682.

33. If the Customer provides South East Water with personal information about another person (such as an additional account holder), the Customer is responsible to notify that person of the disclosure of their information and to tell them about how they can access their personal information.