

Attachment 4



# Customer Contract Including Terms & Conditions

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## Foreword

Athena Water Solutions provides **water supply services** to people in the Country Heights Estate, Gingin.

Athena Water Solutions key objectives are protecting public health, protecting the environment and operating as a successful business.

This **Customer Contract** outlines your rights and obligations as a **customer** and sets out the minimum standards of **customer** service that you can expect. It is our service guarantee to our **customers**. It also outlines Athena Water Solutions rights and obligations to help us meet our key objectives.

For more information about Athena Water Solutions and the services we provide, visit [www.athenawatersolutions.com.au](http://www.athenawatersolutions.com.au) or call us on (08) 9248 9674.

## 1 Introduction

### 1.1 Words used in this **Customer Contract**

Words that are bold and italicized in this **Customer Contract** have a special meaning. The meanings are set out in the definitions in clause 15.1 at the end of this **Customer Contract**.

### 1.2 Understanding the **Customer Contract**

There are a number of provisions in clause 15.2 at the end of this **Customer Contract** that may assist you in interpreting the **Customer Contract**.

Other than clause 7.6, which sets out how our liability is limited to the extent permitted by law, nothing in this **Customer Contract** is intended to remove or limit any statutory rights you may have under legislation that cannot be excluded, including the consumer guarantees regime under the **Australian Consumer Law**.

## 2 What is a Customer Contract and who is covered by it?

### 2.1 What is a **Customer Contract**?

This **Customer Contract** is between us, Athena Water Solutions and you, the **customer**.

This **Customer Contract** provides the terms under which we provide, where available, **water supply services** to you. This **Customer Contract** also sets out rights and obligations including your rights in any dispute with us.

This **Customer Contract** is a legally enforceable document and is a requirement of the **Water Act**.

This **Customer Contract** is summarized in a separate document called "Our Customer Commitment Policy" and is available on our website or by contacting us.

### 2.2 Who is covered by this **Customer Contract**?

You are our **customer** and are covered by relevant clauses of this **Customer Contract** if:

- you are the owner of **property** within our **area of operations** that is connected to a water main owned by us and that connection has been authorized or approved by us; and/or
- you receive **water supply services** from us.

### 2.3 Other agreements with us

We may enter into a separate agreement with you to provide different levels of service to you where possible. Before entering into a separate agreement with you, we will provide you with an estimate of the costs of supplying you with the service requested and advise you if the service

that we have agreed to provide is below the standards set out in this **Customer Contract** for the requested service.

## 2.4 When does this **Customer Contract** commence?

This **Customer Contract** commences:

- For any person who from the date of the **ERA** having provided us with a Operating license, on that date, or thereafter, is the owner of a **property** within our designated license and **area of operations** is taken to have entered into this **Customer Contract** as prescribed under the **Water Act** or clause 2.2 of this Contract.

## 3 What services does Athena Water Solutions provide?

### 3.1 **Water supply services**

#### 3.1.1 Supply of water

We will supply you with water to meet your reasonable needs except:

- in the case of **unplanned interruptions** or **planned interruptions**, under clauses 3.2.2 and 3.2.3;
- in the case of restrictions under clause 3.2.4;
- where we are entitled to restrict or discontinue supply under clause 6; or
- in the case of events beyond our reasonable control.

#### 3.1.2 **Drinking water** quality

The **drinking water** system and the **drinking water** we supply a **customer** will comply with the health related guidelines provided in the **Australian Drinking Water Guidelines** except to the extent otherwise specified by **WA Health**, as required by the **Operating Licence**.

#### 3.1.3 **Drinking water** pressure

We will ensure that the **drinking water** we supply to your **property** is at a minimum of 15 meters head of pressure at the **point of connection** to Athena Water Solutions' **water system**. This is recognized as suitable for **residential customers** and **non-residential customers**.

#### 3.1.4 Health or special needs

You must notify us if you require a water supply to operate a life support machine or for other special health needs.

### 3.2 **Factors affecting service**

#### 3.2.1 Repairs and **maintenance**

If we undertake any work on our assets located on or adjacent to your **property**, we will leave the affected area and immediate surrounds as near as possible to its original state which existed prior to the works being undertaken, unless we have agreed to a different arrangement with you.

#### 3.2.2 **Unplanned interruptions**

If there is an **unplanned interruption** to your **water supply service**, we will minimize the inconvenience to you by:

- restoring the service as quickly as possible;
- providing as much information as practicable on a 24 hour leaks and faults telephone service (see clause 11.4); and

- providing access to emergency supplies of water where reasonably practicable and necessary having regard to the particular circumstances.

### 3.2.3 **Planned interruptions**

We may need to arrange **planned interruptions** to the **water supply services** provided to you to allow for planned or regular **maintenance** of our **water system**.

We will inform you of the time and duration of any **planned interruption**, at least two days in advance if you are a **residential customer**, and seven days in advance if you are a **non-residential customer**, unless you agree to another period.

We will use our best endeavors to ensure the **planned interruption** is no longer than five hours from when the supply of water is turned off until the water is turned back on.

### 3.2.4 **Water restrictions**

At the discretion of the **Minister** or WA Government, we may interrupt and/or limit **water supply services** to you or place conditions on your water use. You must comply with the supply conditions while they are in place.

We will publish any water supply conditions by way of mail throughout our **area of operations** and on our website. These may include:

- restrictions on the use of water, including the purpose for which water may be used;
- variation of water charges and notification of these variations consistent with Clause 21 of **Water Services Code**; and
- other conditions that we consider appropriate, including the period or likely period of restrictions or limitations on supply and usage of water.

We will also make every reasonable effort to notify you in your next bill of changes to supply conditions.

## 4 What you pay

### 4.1 **Responsibility to pay the account**

You must pay us the amount on your bill by the date specified unless you have entered into an arrangement with us to defer payment or pay by instalments or you have entered into other **payment arrangements** with us.

### 4.2 **Publication of charges**

We will publish on our website up-to-date information on our charging policies and current charges in accordance with clause 4.8 and, where possible, clause 4.9. This information will also be provided to you on request.

### 4.3 **Concessions**

You may be eligible for a concession of you water charges if you are a holder of one of the recognised government provided pensioner concession cards. You must apply to us for the concession and establish your eligibility.

If you are eligible for the concession, we will ensure that it is granted from the commencement of the next **charging period** after your application for a concession was lodged.

You may contact us to obtain information on whether you are eligible for a concession.

## 4.4 Your bill

### 4.4.1 When will your bill be sent?

We will issue you a bill for the services that we provide to you. You will be sent a bill on a monthly basis, unless otherwise agreed.

We will provide you with copies of your bills or a statement of all charges that you have incurred on request, free of charge.

### 4.4.2 What information is on your bill?

We will ensure that your bill contains details of:

- the **charging period** to which it applies;
- the total amount due;
- the usage and **service charges**, separately itemized;
- other fees and charges payable;
- the date payment is due;
- your postal address and account number;
- the address of the **property** for which the charges in the account have been incurred;
- options for the method of payment;
- a comparison of your water usage with your past water usage, where available;
- contact numbers for account enquiries, leaks and faults, and text telephone (TTY) services;
- the payment assistance available;
- the credit balance or amounts overdue from previous bills.

### 4.4.3 How bills are sent

We will send your bill to the postal address you nominate.

If you do not nominate a postal address, the bill will be sent to:

- the **property** to which the services are available or provided; or
- your last known postal address.

On your request we may send your bill electronically.

Your bill will be considered delivered to you if it is sent by one of the above means.

### 4.4.4 How to make a payment

We will provide you with a range of payment options including in person, Centrepay, by mail, via the internet, telephone or by direct debit. Any fees or charges incurred with a particular payment method will be communicated to you prior to accepting payment.

You must pay by one of the payment options that we offer. We will not accept payments by other methods.

### 4.4.5 Overdue account balances

If you do not pay your account by the due date, you will have an overdue account balance and we may charge you:

- interest on your overdue account balance; or
- a late payment fee.

We will not charge you interest on your overdue account balance or a late payment fee if:

- we have already agreed with you a deferred payment date, or an arrangement to pay by instalments with respect to the overdue account balance; or
- you have entered into a **payment arrangement** with us.

#### 4.5 Undercharging

If your bill states that you are required to pay us an amount that is less than what you are actually required to pay us (that is, we have undercharged you) as a result of our error, we may adjust your next bill to charge the undercharged amount as a separate item.

If the undercharging is due to:

- you providing false information;
- an unauthorized connection (for example, you have not obtained our written consent in accordance with clause 8.6 or you have not obtained the required approvals for the connection);
- your breach of this Contract or the **Water Act**; or
- building works which were not approved in accordance with clause 8.5;

you must pay the correct amount on request. We will state the amount to be paid as a separate item in your next bill.

We may also charge you from a date we determine an unauthorized connection to have occurred.

#### 4.6 Overcharging

If your bill states that you are required to pay us an amount that is greater than what you are actually required to pay us (that is, we have overcharged you) due to our error, we will send an overcharging notice advising you of the overcharged amount and recommend options for how the overcharged amount may be refunded or credited to your account within 15 days of us becoming aware of the overcharging.

#### 4.7 Billing disputes

If there is an unresolved dispute concerning an amount of money to be paid by you, we will not seek the disputed amount from you until the dispute has been resolved.

You are obliged to pay any undisputed charges or fees by the due date.

#### 4.8 How prices are determined

We set charges for our services in accordance with competitor prices, Athena Water Solution's methodology and in accordance with the **Water Act** or the WA Government as applicable to those services.

We may vary our charges from time to time, but only in accordance with the **Water Act** and subject to the maximum prices, guidelines and methodologies determined or issued by WA State Government.

#### 4.9 Notification of price variations

We will publish notice of any variations to our charges on our website and provide details on your bill. The variation will commence on:

- the first day of the next quarter after the notice of the variation has been published; or
- any other date we nominate after we have published the notice of the variation.

## 4.10 Other costs and charges

### 4.10.1 Dishonored or declined payments

If payment of your bill is dishonored or declined, we may charge you a dishonored or declined payment fee in an amount not exceeding the amount specified on our website, as amended from time to time.

### 4.10.2 Payment adjustments

If we incorrectly apply a payment to your bill, we will reverse the payment and inform you of this reversal.

### 4.10.3 Costs for installing and connecting services

You must pay the installation costs of a connection from your **property** to our **water system**.

Connection to our **water system** must be approved by us and comply with the conditions we set to ensure the safe and reliable supply of services.

Where a new connection point requires works on our systems, those works can only be carried out by us.

### 4.10.4 Charges for other services

We may charge you a fee for any other services you request from us, excluding

- services for account, payment and general enquiries;
- interpreter services for account, payment and general enquiries;
- a large-print version of any of our publicly available documents; and
- your personal account information including information about bills previously issued to you and about the quantity of water supplied to you in your previous billing periods.

We may also charge you other fees, charges and amounts where we are entitled to do so under the **Water Services Code**.

## 4.11 Exchange of information

To the extent permitted by law, we may exchange information about your creditworthiness, credit standing, credit history or credit capacity with credit reporting agencies, other credit providers, other suppliers, or our agents, contractors and franchisees.

# 5 What can I do if I am unable to pay my bill?

## 5.1 Payment difficulties and assistance options

If you are experiencing **financial hardship** you should contact us and we will provide you with information about options available to assist you. All reasonable effort will be taken to provide assistance to you.

If you are experiencing **financial hardship**, you have the right to:

- be treated sensitively on a case by case basis by us;
- receive information from us on alternative **payment arrangements**, such as a payment plan;
- defer payment for a short period of time;
- negotiate an amount you can afford on an agreed instalment plan.

Additionally, if you are an owner-occupier **residential customer** experiencing **financial hardship**, we will offer you a range of options that may assist you, including:

- the option to pay smaller amounts on a regular basis, which may fit better with your income;
- information from us about an accredited Welfare Agency for payment assistance.
- Provide information relating to Payment Assistance Schemes (PAS) available such as HUGS (Hardship Utilities Grant Schemes).
- other appropriate government concession programs;
- tailored advice on other broader assistance options; and
- referral to financial counselling services.

If you are a **private residential tenant** who pays your water usage charge, you are eligible for:

- information from us about an accredited Welfare Agency for payment assistance.
- tailored advice on other broader assistance options; and
- referral to financial counselling services.

If you enter into a **payment arrangement** with us, we will:

- enable you to make payments by instalments, in advance or arrears;
- inform you of the following:
  - the period, or periods of the payment plan;
  - the amount and frequency of each instalment;
  - if you are in arrears, the completion date of the payment plan required to pay the arrears; and
  - if you choose to pay in advance, the basis on how the instalments are calculated;
- provide for instalments to be calculated having regard to your consumption needs, your capacity to pay and the amount of arrears you are required to pay;
- ensure that your arrears are cleared over a period of time and your debt does not continue to grow; and
- deal with your financial difficulty in a fair and reasonable manner.

If you are experiencing **financial hardship** and have entered into a **payment arrangement** with us and honor that arrangement, we will:

- not take any legal action to enforce the debt or **restriction** or **disconnection** of the supply of water to your **property**; and
- waive interest and late payment fees on the overdue amount for the period of the arrangement.

## 6 Restriction or disconnection of water supply services

### 6.1 **Restriction or disconnection**

If you fail to pay your bill by the due date and have failed to make alternative arrangements for payment, we may restrict or disconnect the supply of water to your **property**. This will be done in accordance with our policies relating to, debt, water flow **restriction** and **disconnection** for non-payment as amended from time to time and in accordance with the Section 95 of the **Water Act**.

Information on these policies will be sent to you annually with your monthly or other bills. This information is also available on our website or on request.

## 6.2 Notice of *restriction or disconnection* of supply of water for non-payment by customers

If you fail to pay your bill by the due date, we will send you a reminder notice. The reminder notice will:

- state the total amount due;
- state that payment is immediately due;
- state that you should contact us if you are having difficulty making payment and we will provide you with payment options, including **payment arrangements**, subject to eligibility criteria; and
- advise you of your right to raise your concerns with **EWOWA** if you have attempted to resolve those concerns with us and are not satisfied with a decision.

If you fail to comply with the reminder notice, we will send you a **restriction/disconnection** notice advising you that:

- you must pay the bill immediately otherwise, after seven days of our issuing the **restriction/disconnection** notice to you, we may take action to restrict or disconnect the supply of water to your **property** or take legal action to recover the amount outstanding;
- you may incur additional costs relating to us restricting or disconnecting the supply of water and/or taking legal action to recover the amount outstanding;
- the supply of water to your **property** may be restricted or disconnected without further notice
- you have the right to raise your concerns with **EWOWA** if you have attempted to resolve your concerns with us and are not satisfied with a decision made by us;
- you should contact us if you are experiencing **financial hardship** and we will provide you with information about options available to assist you.

## 6.3 Conditions for *restriction or disconnection* of supply of water for non-payment by customers

We may restrict or disconnect the supply of water to your **property** if:

- you have not paid your bill and at least seven days have elapsed since we issued the **restriction** or **disconnection** notice; or
- you have entered into a **payment arrangement** with us but have failed to make the agreed payments.

If you are a **residential customer**, we will use our best endeavors to make further contact with you, in person, by post or by phone about the non-payment prior to **restriction or disconnection**.

Details are provided in our “Financial Hardship Policy” for payment difficulties and is available on our website.

In addition to the limitations on **restriction or disconnection** set out in clause 6.7, we will not restrict or disconnect the supply of water for a failure to make due payment where:

- you have applied for a payment plan that is being assessed; or
- you are complying with the agreed terms of a current **payment arrangement**.

The notices referred to in this clause will be sent to you in the same manner in which bills are sent to you under clause 4.4.3.

If you receive a bill for a new **charging period** that contains an overdue amount from a previous **charging period**, we may restrict or disconnect supply on the arrears after issuing you with the appropriate notices relating to the overdue amount, as described in this section.

## 6.4 Where Restriction or Disconnection of your water supply could occur

We may also restrict or disconnect the supply of services to your **property** in accordance to Section

95 of the **Water Act** the following circumstances:

- If the **property** is unoccupied; or
- water service charges (including interest on overdue amounts) due to us for a water service provided in respect of the **property** remain unpaid for 30 days after they become due; or
- the occupier (or you if there is no occupier) of the **property** refuses to permit a meter to be installed as part of providing the water supply service to the **property**; or
- you requests us do so; or
- another provision of the **Water Act** authorises us to do so.
- we will not cut off the supply of water to an occupied dwelling unless the occupier agrees to that.
- our capacity to cut off or reduce the rate of flow of a supply of water is subject to any restrictions on that capacity in the terms and conditions of the licence authorising the provision of the water supply service.
- cutting off or reducing the rate of flow of a supply of water to **property** does not prevent us from taking action to recover unpaid charges (including interest on overdue amounts).
- If we have cut off or reduced the rate of flow of a supply of water to the property, we may, before restoring the supply of water to the **property**
  - (a) require payment of unpaid water service charges (including interest on overdue amounts) and any prescribed fees in relation to cutting off or reducing the rate of flow of the supply of water or restoring the supply, or rate of flow, of water; or
  - (b) require satisfactory arrangement to be made for the payment of the charges, interest and fees referred to in paragraph (a).

#### 6.5 **Where Restriction of your water supply could occur**

Where we are satisfied that it is necessary to do so to prevent the waste of water on or associated with the **property**.

#### 6.6 **Occupiers (tenants) may pay charges to avoid restriction or disconnection**

Where an amount unpaid on a bill is owed by a landlord, we may accept payment of outstanding charges by an occupier of the **property** (the tenant) who may deduct them from rents otherwise payable to the landlord in accordance with the Residential Tenancies Act (WA).

#### 6.7 **Minimum flow rate during restriction**

If we restrict the supply of water to you, we will provide a flow sufficient for health and hygiene purposes. If you believe that the **restriction** will cause a health hazard you should contact us and we will consider increasing the flow.

#### 6.8 **Limitations on restriction or disconnection**

Under no circumstances will we restrict or disconnect the supply of water to your **property**:

- without providing reasonable notice to the occupier of the **property** that we intend to restrict the supply;
- without giving you the notices under clauses 6.2 or 6.3 (as applicable) where the reason for **restriction** or **disconnection** is non-payment of your bill, except when an order is issued under relevant legislation;
- without providing the occupier with information on our policies relating to **customer** hardship, debt, water flow **restriction** and **disconnection** for non-payment;
- if a related **complaint** is being considered for resolution by us or **EWOWA**; and

- without advising the occupier that in some circumstances the Residential Tenancies Act (WA) permits a tenant to pay outstanding charges and deduct them from rents otherwise payable to the landlord and providing the occupier with a reasonable opportunity to pay the bill.
- Advise you of your rights under Section 95 of the **Water Act**.

We will only carry out a **restriction** or **disconnection** on a business day (excluding Fridays and the day before a public holiday), prior to 3pm.

#### 6.9 **Disconnection by a customer**

You may **disconnect** your **property** from our **water system** provided that:

- you have complied with all applicable health, environmental and local council regulatory requirements;
- you have complied with all requirements of Athena Water Solutions, as detailed in the policies published on our website, as amended from time to time;
- you have given us information we may reasonably require;
- you have given us 10 days written notice and you have obtained our written permission; and
- the **disconnection** is undertaken by a licensed plumber and conducted in accordance with plumbing, drainage or other regulations or standards that may apply.

On **disconnecting** your **property**, we may recover any equipment that Athena Water Solutions installed on the **property** and may continue to charge you a service availability charge in accordance with the Athena Water Solution's standard terms, conditions and charges. You may apply to us to be exempted from this charge.

#### 6.10 **Restoration of water supply after restriction or disconnection**

Following **restriction** or **disconnection** of your water supply, we will provide you with information to enable you to make arrangements for the restoration of the supply. A restoration fee will apply.

When the reason for the **restriction** or **disconnection** of supply no longer exists or if there is mutual agreement to restore supply, we will restore your supply:

- on the same day, if you pay or we agree to other arrangements before 3 pm on any business day; or
- on the next business day if you pay or we agree to other arrangements after 3 pm.

When the conditions for restoration are met after 3pm, we may restore supply on the same day but you may be asked to pay an after-hours restoration fee, if agreed by you, otherwise the restoration will occur on the next business day.

#### 6.11 **Costs for debt recovery activities**

We may recover from you our reasonable costs associated with debt recovery under this **Customer Contract**.

## 7 **Redress**

### 7.1 **Notification**

If you notify us of a failure by us to comply with this **Customer Contract** or our activities result in inconvenience, damage or loss to you or your **property** we will promptly advise you of:

- your right to a rebate or redress under clauses 7.2, 7.3, or 7.4;
- how we may rectify your problem; and

- how to seek compensation from us under clause 7.5.

## 7.2 Rebates

Information on rebates provided under this **Customer Contract** is set out in our ‘allowances and rebates on your bill’ policy, which may be amended from time to time. This is available on our website or in hard copy by request.

If you are a **customer**, you are entitled to a rebate for an occurrence of the following:

- **Planned interruption**

Where your **water supply service** is interrupted for over five hours by a **planned interruption** you are entitled to an automatic rebate of \$35. You are eligible for this rebate for each and every event of this type that you experience.

- **Unplanned interruption**

Where your **water supply** is interrupted for over five hours by an **unplanned interruption** you are entitled to an automatic rebate of \$35 for each of up to two **unplanned interruption** events. If you experience five or more **unplanned interruptions** in a 12-month period the rebate outlined in clause 7.3 will apply. An unplanned interruption excludes a power failure by the Western Power to the estate.

- **Low water pressure**

Where your **drinking water** pressure is below 15 meters head of pressure at the **point of connection** to our **water system** for a continuous period of 15 minutes, unless as a result of a supply interruption, you are entitled to a rebate of \$35. This rebate is payable for one event each quarter. A rebate will be granted automatically when this is identified through our monitoring.

- **Dirty water**

If we do not provide you with clean water suitable for normal domestic purposes, you may be entitled to a rebate of \$35 for each occasion that we do not provide you with clean water suitable for normal domestic purposes.

If the cause of the problem is identified in your **water system** the rebate will not apply.

- **Boil water alert**

If **WA Health** issues a ‘boil water alert’ due to contamination of **drinking water** caused by us, you are entitled to a rebate of \$35 for each incident in relation to which the ‘boil water alert/s’ is/are issued.

We will pay the rebate in your next bill where possible.

## 7.3 Rebates for recurring **unplanned interruptions**

If you are a **customer** and experience five or more **unplanned interruption** events to your **property** that last for over one hour in a 12 month period, you are entitled to a rebate equal to 20% of the annual water **service charge**, less any concessions available to you, after the fifth event. The 20% of the annual service charge less any concessions available to you, is a one of payment in any calendar year after the fifth event. An unplanned interruption excludes a power failure by the Western Power to the estate.

## 7.4 Redress

In addition to our obligation to pay a rebate under clauses 7.2 and 7.3, we may provide one of the following forms of redress:

- reinstatement;
- repair;

- rectification;
- construction of works;
- providing alternative supplies of water;
- emergency accommodation; or
- payment for damages as set out in clause 7.5.

If you are unsatisfied with the form of redress we provide you, you may request additional redress from us. We will consider your request in accordance with the timeframes in clause 12.1 as if your request were a **complaint**.

## 7.5 Claim for damages

In the event of physical loss or damage to you or your **property** that may be as a result of our activities or our failure to comply with this **Customer Contract**, the **Operating Licence** or the **Water Act**, we may compensate you for any loss suffered.

You should make your initial claim to your insurance company. If your loss is not covered by an insurance policy you may notify us for consideration.

All claims must be submitted in writing or by contacting us. You must specify the nature of the problem and the compensation sought.

We will within five business days of receiving your claim:

- acknowledge receipt of your claim; and
- advise you of the name and contact details of our representative who will assist you with your claim.

We will undertake investigations into the circumstances surrounding the claim/incident and provide a response time for making a decision in regard to your claim.

You will be provided with a written assessment of your claim within the response time indicated. The assessment will outline the reasons for the decision in regard to your claim and the type of compensation to be provided, if any.

If you are not satisfied with our decision, you have the right to seek review of your claim under clause 12.2 or you may seek an external review under clause 12.4.

## 7.6 Limitation of liability

The law (including the **Australian Consumer Law**) may provide non-excludable statutory guarantees and other rights which apply to the goods and services we provide under this **Customer Contract**. If you are a consumer under the **Australian Consumer Law**, our goods and services come with guarantees that cannot be excluded under that law. The only additional assurances we make about the goods and services we provide under this **Customer Contract**, and the only conditions and warranties included in this **Customer Contract** are:

- those set out in this document; and
- those that the law (for example, the **Australian Consumer Law**) say are included.

However, where we are liable to you because of a consumer guarantee, our liability is to the extent permitted by law, limited to:

- replacing the goods and services to which the breach relates; or
- at our option, paying you the cost of replacing those goods, or having the services supplied again.

The limitation of our liability does not affect rights you have under a law that applies to us which says we cannot exclude or limit our liability.

## 8 Responsibilities for maintenance

### 8.1 Water pipes

You are responsible for maintaining all water pipes and fittings between our **water system** and the buildings and/or taps on your **property**. This is referred to as **your water system**.

As a **property** owner, you are responsible for any damage caused by a failure of **your water system**.

As a free service, if you notify us of a failure of **your water system**, we will repair **your water system** between our **water system** and the **meter** for your **property**. However, if the **meter** lies more than one meter along your pipe inside the **property** boundary, or there is no **meter**, we will provide this service only up to one meter along your pipe inside the **property** boundary.

The **property** boundary is where private pipework leaves public land and enters private land.

If you prefer that we do not repair a failure in **your water system**, you must have the fault repaired by a licensed plumber in accordance with the **Plumbing Code of Australia** or any other Water Acts, regulations or standards that may apply.

However, we are not responsible for the repair of:

- unauthorised services and water services installed contrary to appropriate codes, regulations and standards;
- fire services, both inside and outside the **property** boundary;
- backflow prevention containment devices;
- water services connecting to privately owned water mains.
- faults caused by your willful or negligent act or omission.

If we make repairs to your water pipes, we will backfill and make safe any excavations required on your **property**. We will not restore any landscaping, structures or hard surfaces.

We will also not meet the costs of installing new private services or modifying, upsizing or relocating existing private services.

We are not responsible for installing, maintaining or annual testing of **backflow prevention containment devices** on properties, except where the device is integrated into the **meter** supplied by Athena Water Solutions.

### 8.2 Water efficiency

You may install water efficient plumbing fixtures, appliances and equipment, such as those recommended under the Water Efficiency Labelling and Standards Scheme.

You may install water saving devices, for example:

- that collect and use rainwater for your own use. If you have a rainwater tank connected to our system, a **backflow prevention containment device** is required to be installed; and/or

You must comply with WA State applicable plumbing regulations and health, environmental and local council requirements when installing water saving devices. Approval may be required from your local Shire.

On request, we will provide you with information on how to use water efficiently.

### 8.3 Defective work

If we become aware of any defective or unauthorized work to **your water system** that impacts or poses risks to the operation of our **water system**, we will request the defect to be fixed within a reasonable time.

If you do not comply with the notice, we may undertake to remedy the defective or unauthorized work and you will be charged the reasonable costs incurred by us in undertaking this work.

#### 8.4 Giving notice of system failures

You should inform us if you become aware of any failure of our **water system**. If you notify us of an interruption to your water supply, we will ensure that the problem is attended to as soon as practicable.

#### 8.5 Building work

You must not undertake any excavation, building, landscaping or construction work on your **property** without identifying the location of our assets and obtaining our consent if required. You can obtain a plan from us identifying the location of our assets.

We will request that you remove any unapproved structure or landscaping work that interferes with our system at your cost. If you do not comply with our request within the required timeframe, we will remove the unapproved work and charge you the reasonable costs incurred by us in undertaking this work.

**Properties** with an existing water service must be metered during the building period. The **meter** must be accessible (as described in clause 10.4) at all times.

#### 8.6 Connections to services

You must apply and have our written consent to be able to connect to our services.

Once your application is approved, connections to our **water system** are to be made using the services of a provider listed by us who is a licensed plumber and installs in accordance with plumbing, drainage or other regulations or standards that may apply. A list of providers is available on our website or by request.

#### 8.7 Altering and unauthorized connection or use

You must not:

- wrongfully take, use or divert any water supplied by us;
- use a dedicated **fire service** for any purpose other than firefighting or testing of the **fire service**;
- wrongfully interfere with the operation of a **meter**, metering system or prevent a **meter** from registering the quantity of water supplied by us; or
- wrongfully discharge any substance into a system owned by us.

If you do not comply with the requirements in this clause, we may charge you for the estimated amount of water used. Fines may also apply and be imposed on you by a relevant authority.

You must obtain our consent before carrying out any activity that may alter, cause destruction of, damage or interfere with our **water system**.

#### 8.8 Removal of trees

If a tree on your **property** is obstructing or damaging our **water system** or is reasonably likely to do so, we may require the removal of the tree at your cost.

We will give you 14 days' notice in writing requiring you to remove the tree. You may with our consent and at your cost, take steps to eliminate the cause of damage or interference to our **water system**, without removing the tree.

We will reimburse you for reasonable expenses incurred in removing the tree if:

- the person who planted the tree on your **property** could not have reasonably known that the planting of the tree would result in the damage or interference; and

- an easement did not exist in favor of our system when the tree was planted on your **property**.

If you fail to comply with the notice to remove the tree, by the specified date without reasonable cause (such as a delay or failure in obtaining consent from Shire or refusal from Shire to allow you to remove the tree), then we may remove the tree and recover the costs of removal from you.

## 9 Entry onto a customer's property

### 9.1 Access to Athena Water Solutions' systems

You must ensure that we have safe access to your **property** to:

- maintain our **water system**
- to ensure that this **Customer Contract** or the **Water Act** is being complied with;
- for other purposes set out in the **Water Act** or other applicable laws; and
- to read, fit, exchange or maintain a **meter**.

### 9.2 Identification

When we enter your **property**, our staff or Contractors will carry identification that will be shown to you (or to any person present at the time of access).

### 9.3 Notice of access

We will give you, or the occupier of your **property**, two days written notice of our intention to enter onto your **property** specifying the date and approximate time of our entry onto your **property**, unless you agree to a shorter notice period.

We will not give you written notice in cases where:

- entry is required urgently;
- the purpose is to read, fit, exchange or maintain a **meter**;
- giving notice would defeat the purposes of entry;
- we intend to conduct a water restriction investigation on your **property**;
- we need to investigate a health or safety issue; or
- we conduct a general **property** inspection such as verifying connection installation, **meter**, plumbing or a **backflow prevention containment device** inspection.

### 9.4 Impact on customer's property

If we enter your **property** for the reasons outlined in clause 9.1, we will ensure that we:

- cause as little disruption or inconvenience as possible;
- remove all rubbish and equipment we have brought on to the **property**; and
- unless otherwise agreed, leave the **property**, as near as possible, in the condition, that it was found on entry.

You may be entitled to compensation from us under the **Water Act** for damage incurred by our entry to your **property**.

## 10 Water meter reading, installation, testing and maintenance

### 10.1 Installing and maintaining a meter

Unless Athena Water Solutions otherwise agrees, your **property** must have a **meter** to measure the quantity of water that we supply you. Details, including who is required to supply you with the **meter**

and who is required to pay for the plumbing installation are provided in our metering requirements are available on our website, as amended from time to time.

If you install a **meter** in an inaccessible location, or make a **meter** inaccessible to us, we may charge you a fee for the provision of a remote reading device.

An approved **backflow prevention containment device** appropriate to the **property's** hazard rating must be fitted. Residential **properties** with low hazards serviced by either a 20mm or 25mm **meter** are exempt from this requirement because these **meters** already contain a backflow device. **Properties** with larger **meters** must comply with our requirements published in our policies on our website, as amended from time to time.

You are responsible for installing the pipework on either side of the **meter**. You are also responsible for maintaining the pipework located on either side of the **meter**, unless we maintain it under clause 8.1

The installed **meter** remains our property and we will maintain it.

We may charge you for the cost of repair or replacement of the **meter** and its assembly if it is willfully or negligently damaged by you.

We may charge you an unmetered **service charge** if there is no **meter** measuring the supply of water to your **property**.

## 10.2 Measuring water supplied

You will be charged for the quantity of water measured by the **meter** for your **property**, unless the **meter** is faulty and we are required to adjust what we charge you under clause 10.3.

If a **meter** is stopped, inaccessible, or damaged, an estimated usage will be calculated on a basis that is representative of your usage pattern.

Where no satisfactory basis exists to adjust a usage charge, we will negotiate with you a mutually agreeable adjustment of charges based on an estimated reading.

When the price for water usage is varied on a date that falls within your **meter** reading period, we will apply the new price on a pro rata basis.

We will endeavour to provide an Actual water **meter** reading once every 3 months, inclusive of meter readings taken by you on our behalf.

You must not remove a **meter** from your **property** without our consent.

## 10.3 Metertesting

If you consider that the **meter** is not accurately recording water passing through it, you may request that we test it. We will advise you of the **meter** reading results and make available a written report on your request.

If the test shows that the **meter** is over-recording, by more than three per cent of the actual quantity of water passing through it, we will:

- repair or replace the **meter**;
- refund any charge paid by you for the test; and
- adjust your bill by calculating the measurement error on a basis that is representative of your consumption pattern.

## 10.4 Access to the water meter

We may enter your **property** without notice for the purposes of reading, testing, inspecting, maintaining and replacing the **meter**.

You must ensure that the meter is accessible for **meter** reading and **meter maintenance** purposes. The **meter** and the visible pipe connected should be clear of concrete, plants, trees bushes and other obstructions.

If you have not provided reasonable and safe access to your **meter**, we may bill you on an estimate of your usage and may also recover from you the cost of the attempted **meter** reading.

If you have not provided reasonable and safe access to your **meter** for reading or **maintenance** on two or more occasions, we may:

- ask you to relocate the **meter** or provide safe access at your cost;
- ask you to read the **meter** yourself and provide us with the reading;
- seek access at a time suitable to you, which may incur an additional fee;
- ask you to install a remote reading device, which may incur an additional fee;
- seek your permission to remove the obstruction that is preventing reasonable and safe access to your **meter** at your cost; or
- make other arrangements with you.

If you intend to relocate your **meter**, you should engage a licensed plumber at your cost. Your plumber should check our requirements published in our policies on our website, as amended from time to time, before relocating the **meter**.

## 10.5 **Meter replacement**

We will replace the **meter** at no cost to you if the **meter**:

- is found to be defective;
- if it can no longer be reasonably maintained; or
- is replaced as part of a **meter** replacement program.

We will attempt to notify you at the time of replacement and advise you that a new **meter** has been installed.

## 11 Who can I speak to if I have any questions or want to make enquiries?

### 11.1 **Telephone enquiries**

If you have a telephone **enquiry**, relating to a bill, payment options, concession entitlements or other information about our services, you may contact us on (08) 9248 9674 between 9.00am and 5.00pm, Monday to Friday, excluding public holidays.

We can offer telephone services with multi-lingual services and TTY services.

Our contact phone number is provided on your bill, in the phone directory and on our website. If your **enquiry** cannot be answered immediately, we will provide a response to your **enquiry** within five business days of receiving it.

### 11.2 **Internet enquiries**

You can find information on a range of topics on our website at [www.athenawatersolutions.com.au](http://www.athenawatersolutions.com.au). You can also ask questions and be provided with a response.

### 11.3 **Written enquiries**

You can also email or write to us.

Email **enquiries** should be sent to [info@athenawatersolutions.com.au](mailto:info@athenawatersolutions.com.au) and written **enquiries** sent to: Athena Water Solutions PO Box 399 Bayswater 6933.

We will reply to your written **enquiry** within five business days of receiving it by mail, where your matter cannot be responded to sooner by phone contact.

#### 11.4 **Leaks and faults assistance**

In the event of a leak or break to our water main, an **unplanned interruption** to supply, or a water quality or water pressure problem, you may contact our 24-hour leaks and faults phone service.

Our leaks and faults phone number is listed on your bill and on our website.

#### 11.5 **National Relay Service (NRS)**

If you need assistance for hearing or speech impairment you can contact us through the National Relay Service (NRS) link [[www.relayservice.gov.au/support/training/nrs-call-numbers/](http://www.relayservice.gov.au/support/training/nrs-call-numbers/)] then ask for the Country Heights Estate customer assistance Tel: 08 9248 9674. For more information on NRS services, please visit [www.relayservice.gov.au](http://www.relayservice.gov.au).

#### 11.6 **Translating and Interpreting Service National (NIS)**

If you require translating or interpreting services, please make contact with us and will arrange this service for you or otherwise you may directly contact the Translating and Interpreting Service National on 131 450.

## 12 **If I am unhappy with the service provided by Athena Water Solutions what can I do?**

### 12.1 **Customer complaints**

If you have a **complaint** about our service or our compliance with this **Customer Contract**, the **Water Act** or **Operating Licence**, you should first contact us, either by telephone or by writing to us. A **complaint** Advice form is available on our website.

We will address your **complaint** promptly by providing:

- a telephone response within two business days where you have made contact with us and the matter cannot be dealt with immediately; or
- a written or email response within five business days where you have made a written or email **complaint** and the matter cannot be responded to sooner by phone contact.

The response will provide you with our intended course of action and/or identify when the action will be taken. We will also provide the name of a contact person for follow up enquiries.

### 12.2 **Complaints review**

If you are not satisfied with the solution offered or action taken by us, you may have the **complaint** reviewed by Athena Water Solutions manager. The manager will:

- clarify your **complaint** and the outcome sought;
- ensure that the **complaint** has been properly investigated;
- advise you of the estimated timeframe for our proposed action;
- inform you of the outcome of the manager's review;

- outline the relevant facts and regulatory requirements where appropriate;
- indicate what we will do to address the issue; and
- notify you of your rights to external review if you are still not satisfied with our decision.

### 12.3 Resolution of *complaints*

A ***complaint*** will be considered resolved if we provide you with a response:

- that resolves the dispute to your satisfaction or indicates how the dispute will be resolved to your satisfaction;
- that provides an explanation of the relevant policy and/or regulatory requirements and why no further action is proposed in relation to the dispute;
- that provides a date when the issue will be resolved if the ***complaint*** relates to future planned operational or capital work; or
- where 28 business days have passed since we provided you with a response and you have not sought a further review by us or lodged a claim in an external dispute resolution forum.

We will extend the 28 business days by a reasonable period if:

- within those 28 business days you have requested an extension; or
- after the 28 business days you demonstrate that, because of special circumstances, you were unable to seek an extension within the 28 business days.

Where a further communication from you or your representative is received, this shall be regarded as a new ***enquiry*** or ***complaint***.

### 12.4 External dispute resolution

You have the right to seek external resolution of a dispute that has not been resolved by us to your satisfaction.

#### 12.4.1 The Energy and Water Ombudsman, WA

Where we have addressed your complaint and you are still dissatisfied with the outcome, you have the right to refer a ***complaint*** or dispute arising under this ***Customer Contract*** to ***EWOWA***. ***EWOWA*** is an independent dispute resolution body that can investigate and resolve disputes you have with us under this ***Customer Contract***. ***EWOWA*** will work with Athena Water Solutions and the ***customer*** to find a fair and reasonable outcome.

Disputes that may be referred to ***EWOWA*** include disputes about supply of service, your bill, credit or payment services, ***restriction*** or ***disconnection***. Full details are available from ***EWOWA***.

You should attempt to resolve the issue with Athena Water Solutions prior to referring the matter to ***EWOWA***. ***EWOWA***'s services are available to you without cost.

#### 12.4.2 Other legal avenues

You may also have recourse to the courts.

## 13 Consultation, information and privacy

### 13.1 Providing information

We will respond in a timely and open manner to requests for information consistent with normal commercial practices and relevant legislation.

### 13.2 Privacy

We will treat your **personal information** according to the applicable provisions of any Act in relation to personal information in WA.

Details on how we handle your **personal information** is provided in our 'privacy' policy, which is available on our website, as amended from time to time.

Privacy enquiries and **complaints** may be directed to our Privacy Coordinator or office manager.

## 14 When does this **Customer Contract** with Athena Water Solutions terminate?

### 14.1 Termination of this **Customer Contract**

This **Customer Contract** or relevant clauses of this **Customer Contract** will terminate between you and us if you cease to be covered by all or part of this **Customer Contract** as described in clause 2.2.

The termination of this **Customer Contract** does not affect any rights or obligations of you or us that accrue prior to termination.

### 14.2 Variation of this **Customer Contract**

We may vary this **Customer Contract** as permitted within the **Water Act** or a WA Government directive as follows:

- a notice identifying a variation to this **Customer Contract** (other than for variations of charges and fees) will be published in a daily newspaper circulating in the **area of operations** at least three months before the variation becomes effective.
- a copy of the notice will also be given to each **customer**.

This requirement to give notice of variations to the terms of the **Customer Contract** does not apply to variations to fees and charges made in accordance with the **Water Act**. Variations to charges and fees will be published in accordance with clause 4.9.

Information on all variations to this **Customer Contract** will be made available on our website or provided to you on request and will otherwise be made available to you in accordance with our **Operating Licence**.

## 15 Definitions and interpretation

### 15.1 Definitions

<b>Area of operations</b>	The area of operations specified in our <b>Operating Licence</b> .
<b>Australian Consumer Law</b>	The Australian Consumer Law as set out in Schedule 2 to the <b>Competition and Consumer Act 2010 (Commonwealth)</b> .
<b>Australian Drinking Water Guidelines</b>	The document entitled <i>Australian Drinking Water Guidelines 2011</i> published by the National Health and Medical Research Council and the Natural Resource Management Ministerial Council of Australia and New Zealand (as amended or updated from time to time).
<b>Backflow prevention containment device</b>	A device to prevent the reverse flow of water

	from a potentially polluted source, into the <b>drinking water</b> supply system.
<b>Charging Period</b>	Any period for which your bill was calculated.
<b>Complaint</b>	An expression of dissatisfaction made to Athena Water Solutions or its contractors related to its products or the <b>complaint</b> handling process itself, where a response or resolution is explicitly or implicitly expected.
<b>Customer</b>	As the meaning given in clause 2.2.
<b>Customer Contract</b>	Means this document as provided to <b>customers</b> of Athena Water Solutions Pty Ltd outlining the terms and conditions of providing water supply services.
<b>Disconnection</b>	The stopping (either temporarily or permanently) of our supply of services to your <b>property</b> .
<b>Drinking water</b>	Potable Water which meets drinking water standards as set out in the <b>Australian Drinking Water</b> Guidelines (ADWG).
<b>Enquiry</b>	A written or verbal approach by a <b>customer</b> which can be satisfied by providing written or verbal information, advice, assistance, clarification, explanation or referral about a matter.
<b>ERA</b>	Economic Regulatory Authority WA. Issues Operating Licenses under the Act.
<b>EWOWA</b>	The Energy & Water Ombudsman.
<b>Financial hardship</b>	An ongoing state of financial disadvantage in which the ability of a <b>customer</b> who is a residential <b>customer</b> to meet the basic living needs of the <b>customer</b> or a dependant of the <b>customer</b> would be adversely affected if the <b>customer</b> were to pay an unpaid bill.
<b>Fire service</b>	A water service constructed to meet fire protection requirements under the building or fire codes and standards.
<b>Maintenance</b>	Includes repairs and replacement and, where relevant, testing and inspection.
<b>Meter</b>	The device used to measure water use.
<b>Minister</b>	The Minister responsible for administering those provisions of the <b>Water Act</b> relating to Athena Water Solutions' <b>operating licence</b> .
<b>Non-residential customer</b>	A <b>customer</b> who is not a <b>residential customer</b> .
<b>Operating Licence</b>	The licence granted to Athena Water Solutions Pty Ltd by <b>ERA</b> under the <b>Water Act</b> .
<b>Payment arrangement</b>	An arrangement between Athena Water Solutions

	and a <b>customer</b> to pay their bill by instalments, in advance or in arrears.
<b>Personal information</b>	Any information held by us that relates to the supply of services by us, where your individual identity is apparent or can be reasonably ascertained from the information.
<b>Planned interruption</b>	An interruption initiated by us to allow <b>maintenance</b> to be undertaken.
<b>Plumbing Code of Australia</b>	The National Plumbing Code of Australia as produced by the Australian Building Code Board.
<b>Point of connection</b>	Where the private service from a <b>property</b> connects to our <b>water system</b> .
<b>Private residential tenant</b>	A person who occupies premises under a residential tenancy agreement.
<b>Property</b>	Any real property that is connected to, or for which a connection is available to, our <b>water supply system</b> .
<b>Residential customer</b>	A <b>customer</b> who uses the <b>property</b> in respect of which a water service is provided solely or primarily as the <b>customer's</b> dwelling.
<b>Restriction</b>	A direct intervention in the supply system by Athena Water Solutions in order to reduce flow to a <b>customer's property</b> .
<b>Service charge</b>	A charge that applies to <b>customers</b> for being connected to our <b>water system</b> .
<b>Unplanned interruption</b>	An interruption that is caused by a fault in our <b>water system</b> or a fault that is our <b>maintenance</b> responsibility and no notice has been given to you.
<b>Water Act</b>	<i>Water Services Act 21012</i> and any regulations in force under it.
<b>WA Health</b>	The WA Department of Health (DOH).
<b>Water Services Code</b>	Water Services Code of Conduct (Customer Service Standards) 2018.
<b>Water supply service</b>	The services we are permitted to provide by the <b>Operating Licence</b> and any applicable law in respect to storing and supplying water.
<b>Water system</b>	The water mains, pipes, treatment plants and other equipment that we must provide, manage, operate and maintain under the <b>Water Act</b> to supply and store water.
<b>Your water system</b>	Has the meaning given in clause 8.1

## 15.2 Interpretations

A person includes an individual, a body corporate, an unincorporated body or other entity.

The law includes legislation, regulations, licences, orders, mandatory codes, permits and directions.

A business day is a day other than a Saturday, Sunday or public holiday in Western Australia.

The singular includes the plural and vice versa.

If there is any inconsistency between this **Customer Contract** and any law, the law will prevail to the extent of the inconsistency.

The reference to document, instrument or law includes any amendments, revisions, renewals or reprints from time to time.

Where a word is defined, any other grammatical form of that word has a corresponding meaning.

A reference to we, our or us means Athena Water Solutions Pty Ltd including its officers, employees, agents and Contractors.

A reference to you or yours means our **customers**.



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