

You are entering into an agreement between you and your Body Corporate or Owner (**You or Your**) in relation to which Ozmeters Pty Ltd ACN 606 127 502 trading as Fair Water Bills (**FWB, We, Us or Our**) is disclosed agent of the Body Corporate or Owner.

Your site is an Embedded Network, which means the Body Corporate or Owner purchases utilities directly from a supplier in bulk for your community.

If you have any queries about the supply of utilities to your premises, please call us on 1300 324 701 Monday to Friday (excluding public holidays) between 8:30am and 5:00pm or email us at hello@fairwaterbills.com.au.

- 1) **Fair Water Bills is agent for Body Corporate or Owner:** You acknowledge and agree that you are entering into an agreement between you and the Body Corporate or Owner for the supply of potable water or energy as applicable. You further acknowledge that:
 - a) FWB has been appointed as disclosed agent by your Body Corporate or Owner to administer that agreement;
 - b) FWB does not sell or supply or potable water or energy, and only acts as an agent for the Body Corporate or Owner for meter reading and billing administration services;
 - c) the Body Corporate or Owner is responsible for maintaining and repairing the sub-metering equipment per its obligations under the Act, FWB is not liable for performing services using poorly maintained or non-compliant sub-meters;
 - d) subject to compliance with the Act and Regulation Module, you agree to allow us and our authorised representatives safe and unhindered access to the sub-meters to read, test, maintain, inspect, alter or replace equipment; we or our representatives will carry or wear identification and show this if requested;
 - e) if we are unable to obtain an actual (A) meter reading, we may calculate an estimate (E), and this will be indicated on your invoice, when the meter is next read, we will adjust for any difference, if the meter has not been read due to your action or inaction and you request us to reissue the estimated bill using an actual reading, we will comply but may charge you any cost we incur in doing so;
 - f) by consuming potable water or energy, and then paying an invoice for that consumption issued on behalf of the Body Corporate or Owner, you have entered into a binding agreement on these terms with the Body Corporate or Owner for the supply of that utility.
 - 2) **Move In (Application/Sign-Up):** To establish your account with the Body Corporate or Owner, they may supply your basic details or ask you to complete an application at <https://fairwaterbills.utilmate.com/movein>.
 - 3) **Tariff Rate and Charges:** The tariffs and associated fees and charges for the services under this agreement are available by contacting us prior to your application and are confirmed in the Welcome Letter, which will be sent to you upon receipt of your application. Tariffs vary from time to time; if there is a change to the tariffs, we will notify you of any variations as soon as possible and, in any event, no later than your next bill or following any changes in applicable laws and codes.
 - 4) **Concessions & Rebates:** Any applicable rebates are applied directly by your water distributor-retailer on their invoice.
 - 5) **Move In / Move Out:** You are responsible for payment of charges in respect of the supply of utilities to the premises until you have given notice to FWB that you have vacated the premises or no longer require the supply of utilities to the premises. You or your property manager may supply and unedited digital photo of the final meter reading, or we will use an estimate in order to provide a transaction report or final notice.
 - 6) **Paying your bill:** You must pay to us the amount shown on each bill by the date for payment (the pay-by date) on the bill. The pay-by date will be no earlier than 13 business days from the date on which we issue your bill. If you have not paid your bill by the pay-by date, we will send you a reminder notice that payment is required. The reminder notice will give you a further due date for payment, which will be not less than 6 business days after we issue the notice. If you still fail to pay our invoice within the required timeframe, we will apply a late payment fee and reserve the right to refer the debt to a recovery expert, and you will be charged the agent's debt recovery fee. We may charge you any additional costs we incur in recovering the debt. In addition, the Body Corporate may commence proceedings against you for any outstanding charges and any interest, including its legal and other costs and expenses.
 - 7) **Multiple Services:** If applicable, we may send a bill for multiple services that we provide, i.e. In addition to potable water, we may also include charges relating to hot water services you have with us.
 - 8) **Payment Assistance:** If you have difficulty paying your bill, you should contact the Body Corporate as soon as possible. They will provide information about payment options for water or other levies.
 - 9) **Fair Water Bills** may apply changes to fees, invoices, services or any other part of our business as per internal business or regulatory requirements. We communicate any changes with you through our bill delivery.
 - 10) **Privacy:** We adhere to the Australian Privacy Principles under the Privacy Act 1988 (Cth) when collecting, using, storing and disclosing information contained in this Application. We and the Body Corporate or Owner will comply with all relevant privacy legislation in relation to your personal information. You consent to us and the Body Corporate or Owner:
 - a) sharing your account information with each other for the purposes of administering your account - this may include account name, account contact details including the supply address, phone number and email associated with the account, account balances, payments made on the account and account aged debt; and
 - b) disclosing information contained in your Application to a credit reporting agency for the purpose of obtaining or creating credit information files.
 - 11) **Disputes & Complaints:** If you make a complaint, we must respond to your complaint within the required timeframes as set out in our standard complaints and dispute resolution policy available from <https://fairwatermeters.com.au/fwb-cdr-policy> and reasonable endeavours will be made to resolve the dispute. You also have a right to refer complaints or disputes under this agreement to the Energy and Water Ombudsman Queensland or the Energy and Water Ombudsman NSW as applicable, or to any other relevant external dispute resolution body in the state or territory in which you are located.
 - 12) **Termination:** The Body Corporate may terminate this agreement if the administration agreement between the Body Corporate or Owner and FWB ends. Termination will not affect any amounts owing or rights accrued up to the time of termination. These monies will still be owed to the Body Corporate or Owner.
- How to contact us:** Please call us on 1300 803 803 Monday to Friday (excluding public holidays) between 8:30am and 5:00pm or email us via hello@fairwaterbills.com.au