

## **WATER SUB-METERING SERVICES TERMS AND CONDITIONS for BODY CORPORATE**

Under this agreement the Body Corporate purchases the utility direct from the Water Service Supplier and remains responsible for payment of the main account to the Water Service Supplier and any outstanding debt. Ozmeters Pty Ltd trading as Fair Water Bills provide sub-metering and billing administration services utilising StrataPay Pty Ltd as the administration service and a debt collector of its choice as the debt collector.

### **1 THE PARTIES**

This agreement is between: **Ozmeters Pty Ltd trading as Fair Water Bills** (in this agreement referred to as “we”, “our” or “us”); and You, **the Body Corporate managing party** who is bulk billed for water to the premises and to whom this agreement applies (in this agreement referred to as “you” or “your”).

You will be responsible for the costs of installation and all meters used in performance of this contract and We may recover from You the costs of any repairs or compensation for damage to or replacement of a meter used in the performance of this contract.

### **2 WHAT IS THE TERM OF THIS AGREEMENT?**

#### **2.1 When does this agreement start?**

This agreement commences on the date the preconditions set out below are satisfied:

- (a) the date the first billing period is determined by us; being the date immediately before or after the installation of sub-meters upon which the water service provider reads your master meter; and
- (b) unit owners give us acceptable identification and sign the water sub-metering lot owner agreement with You; and
- (d) such unit owners provide their contact details for billing purposes.

#### **2.2 When does this agreement end?**

- (a) This agreement ends:
  - (i) upon you providing 3 months’ notice of termination of the sub-metering service; or

- (ii) if any of the sub-meters, gate or master meters no longer meet the requirements for compliance.

- (b) Rights and obligations accrued before the end of this agreement continue despite the end of the agreement, including any obligations to pay amounts to us.

- (c) We will handover to you or an authorised party the relevant administration reports/documents, to enable a smooth transition from us to any new party, if any.

### **2.3 Vacating premises**

- (a) If an owner is selling their premises, you must provide their forwarding address to us for their final bill in addition to a notice under clause 2.2(a)(i) of this agreement.

- (b) When we receive the notice, we must use our best endeavours to arrange for the reading of their meter on the date specified in your notice (or as soon as possible after that date if you do not provide access to the meter on that date) and send a final bill to the owner at the forwarding address stated in your notice.

- (c) The owner will continue to be responsible for charges for the premises until their agreement ends in accordance with clause 2.2 of their agreement: “Water Sub-Metering Services Terms and Conditions for Unit Owners”;

- (e) You shall be responsible for procuring that incoming owners execute necessary documentation (including contracts associated herewith) to provide for the continuation of our services.

### **3 SCOPE OF THIS AGREEMENT**

#### **3.1 What is covered by this agreement?**

- (a) Under this agreement we agree to measure water supply meters and arrange to bill owners for water consumed at their premises measured by the meters.

- (b) We agree by arrangement, to provide notational invoices for informational purposes only to the Body Corporate in respect of common water usage. We also agree to meet other obligations set out in this agreement and to comply with the relevant laws.

- (c) In return, you agree:

(i) to be responsible for charges for all water supplied to the premises by the Water Service Provider; and

(ii) to pay the amounts billed by us for our meter reading and billing administration services under clause 7.1 hereof under this agreement (except for notational invoices); and

(iii) to meet your obligations under this agreement and relevant laws.

For the avoidance of doubt, we are not responsible for any water service charges to any entity.

## **4 YOUR GENERAL OBLIGATIONS**

### **4.1 Full information**

You must give us any information we reasonably require for the purposes of this agreement. The information must be true, accurate and complete, and you must not mislead or deceive us in relation to any information provided to us.

### **4.2 Updating information and Moving Out**

You must tell us promptly if:

- (a) information you have provided to us changes, including if your or an owner's billing address changes or if your use of water changes (for example, if an owner or occupant starts running a business at the premises, or if additional lots are added to the scheme); or
- (b) you are aware of any change that materially affects access to a meter or to other equipment involved in providing metering services at the premises; or
- (c) if an owner executes a contract of sale of a lot at the body corporate you must notify Us and advise the Vendor Solicitor in respect of the sales contract being executed at least 14 days prior to settlement so that amounts outstanding can be adjusted at settlement; or
- (d) if new Body Corporate managers are appointed and provide contact details.

## **5 PRICES FOR SUB-METERING ADMINISTRATION AND OTHER SERVICES**

### **5.1 How is the sub-metering calculated for the administration service.**

(a) We use each lot's measured water consumption and the water usage charges published by your Water Service Provider to

generate invoices for billing to be managed by StrataPay Pty Ltd.

(b) Each invoice to a lot owner will provide detail of how to pay, which may include the following options:

- i) Telephone,
- ii) Internet,
- iii) Direct Debit,
- iv) Mail,
- v) EFT,
- vi) BPay,
- vii) in person using Aust Post Pay.

## **6 BILLING**

### **6.1 General**

We will send a bill for our services to you as soon as possible after the end of each billing cycle.

We also send a bill to an owner for metered water supplied to their premises.

We will send the bills:

- (a) to you or the owner (respectively) at the address nominated by you or the owner (respectively); or
- (b) to a person authorised in writing by you or the owner (as the case may be) to act on your behalf at the address OR EMAIL specified by you or the owner (as the case may be); or
- (c) to the Body Corporate manager notified to use for the attention of the Chairman of the body corporate in respect of bills to the body corporate.

### **6.2 Calculating sub-metered usage**

Bills sent to owners ('owner's bills') will be calculated based on:

- (a) the amount of water consumed at their premises during the billing cycle (using information obtained from reading the relevant sub-meter); and
- (b) the amount of fees and charges payable for any other services provided under an agreement with such owners.

### **6.3 Calculating amounts payable**

Bills we send to the Body Corporate will be calculated based on the Schedule of Fees hereto agreed by between us.

Bills sent will be:

- (a) a regular invoice to an owner with payment options as per 5.1(b); and

(c) an invoice to you for our services pursuant to clause 7 hereof.

#### **6.4 Estimating the water usage**

(a) We may estimate the amount of water consumed at an owner's premises if the relevant meter cannot be read, if the relevant metering data is not obtained (for example, if access to the meter is not given or the meter breaks down or is faulty), or if you otherwise consent.

(b) If we estimate the amount of water consumed at the relevant premises to calculate a bill, we must:

(i) clearly state on the bill that it is based on an estimation; and

(ii) when the relevant meter is later read, adjust the bill for the difference between the estimate and the water actually used.

(c) If the later meter read shows an undercharge, we will allow the relevant owner to pay the undercharged amount in instalments, over the same period of time during which the meter was not read (if less than 12 months), or otherwise over 12 months.

(d) If the meter has not been read due to the relevant owner's or your actions, and you request us to replace the estimated bill with a bill based on an actual reading of the meter, we will comply with your request but may charge you any cost we incur in doing so.

### **7 PAYING YOUR BILL**

#### **7.1 What you have to pay**

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 14 business days from the date on which we issue your bill.

#### **7.2 Issue of reminder notices and Late Payment Fee**

If you or an owner have/has not paid a bill by the pay-by date, we will send a reminder notice that payment is required. The reminder notice will be followed in not less than 6 business days, with a late payment fee and the matter may be referred to a debt collector of our choice for debt collection and recovery.

#### **7.3 Late payment fees**

If you or an owner have/has not paid a bill by the pay-by date, we may require you or the owner (respectively) to pay a late payment fee, which is

part of our schedule of fees (attached hereto).

Once referred for debt collection, the debt recovery fee will be added to the relevant account as per our schedule of fees.

#### **7.5 Debt collection and recovery**

(a) Debts referred to the debt collector of our choice will remain active with such entity until either the entity closes the file as uneconomical, or in consultation with you, or if We request closure.

### **8 METERS**

(a) You agree and acknowledge to allow us and our authorised representatives safe and unhindered access to premises for the purposes of (where relevant), and to promptly procure such access to meters that are located on a private lot in the scheme:

(i) reading, testing, maintaining, inspecting or altering any metering installation at the premises; and

(ii) calculating or measuring water supplied; and

(iii) checking the accuracy of metered consumption at the premises; and

(iv) replacing meters.

(b) We will use our best endeavours to ensure that a meter reading is carried out monthly.

(c) If we or our representatives seek access to the premises under paragraph (a), we will:

(i) comply with all necessary requirements notified by the body corporate committee; and

(ii) carry or wear official identification; and

(iii) show such identification, if requested.

### **9 WRONGFUL AND ILLEGAL USE OF WATER**

#### **9.1 Use of water**

You must not, and must take reasonable steps to ensure others do not:

(a) illegally use water supplied to premises; or

(b) interfere or allow interference with any metering equipment that is at premises except as may be permitted by law; or

(c) use the water supplied to premises or any metering equipment in a manner that:

(i) unreasonably interferes with the connection or supply of water to another customer; or

(ii) causes damage or interference to any third party; or

- (d) allow water purchased from the supplier to be used otherwise than in accordance with this agreement or
- (e) tamper with, or permit tampering with, any meters or associated equipment.

## **10 NOTICES AND BILLS**

- (a) Notices and bills under this agreement will be sent in writing.
- (b) A notice or bill sent under this agreement is taken to have been received by you or by us (as relevant):
  - (i) on the date it is handed to the party, left at the party's premises (in your case) or one of our offices (in our case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect); or
  - (ii) on the date 2 business days after it is posted; or
  - (iii) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and the use of electronic communication has been agreed between us.
- (c) Our contact details for you to contact us or send us a notice are as set out in our bill to you, or as notified to you from time to time.
- (d) You agree to keep current Your contact details by prompt notice to Us and to promptly notify us of any changes to owner's details of which you become aware.

## **11 PRIVACY ACT NOTICE**

We will comply with all relevant privacy legislation in relation to your personal information.

## **12 FORCE MAJEURE**

### **12.1 Effect of force majeure event**

If We cannot meet an obligation under this agreement because of an event outside our control ('a force majeure event'):

- (a) the obligation, other than an obligation to pay money, is suspended to the extent it is affected by the force majeure event for as long as the force majeure event continues; and
- (b) We must use our reasonable endeavours to give You prompt notice of that fact including full

particulars of the event, an estimate of its likely duration, the extent to which Our obligations are affected and the steps being taken to remove, overcome or minimise those effects.

### **12.2 Deemed prompt notice**

If the effects of a force majeure event are widespread, we will be deemed to have given you prompt notice if we make the necessary information available by way of an electronic communication service within 30 minutes of being advised of the event or otherwise as soon as practicable.

### **12.3 Obligation to overcome or minimise effect of force majeure event**

A party that claims a force majeure event must use its reasonable endeavours to remove, overcome or minimise the effects of that event as soon as practicable.

## **13 APPLICABLE LAW**

This agreement is governed by the laws of Queensland, and the parties submit to the non-exclusive jurisdiction of the courts of that state.

## **14 GENERAL**

### **14.1 Our obligations**

Some obligations placed on us under this agreement may be carried out by another person. If an obligation is placed on us to do something under this agreement, then:

- (a) we are taken to have complied with the obligation if another person does it on our behalf; and
- (b) if the obligation is not complied with, we are still liable to you for the failure to comply with this agreement.

### **14.2 Amending this agreement**

- (a) We must notify you of and publish any amendments to this agreement on our website.
- (b) You hereby agree and are deemed to acknowledge all amendments published by Us pursuant to this clause.

### **14.3 Severance of ineffective clauses**

The parties to this agreement agree and acknowledge that each of the clauses are separate, severable and enforceable and in the event that any of the restrictions, terms,

conditions, covenants, warranties or other provisions hereof are declared to be void or ineffective, in whole or part, for whatsoever reason, that part must be severed and the remainder must apply with such modification as may be necessary to make them valid and effective

#### **14.4 Non-waiver**

Any failure by Us to enforce or insist upon strict observance of any provision of this agreement by You will not constitute or be construed as a waiver of any breach of this agreement.

SIGNED FOR AND ON BEHALF OF:

[OZMETERS PTY LTD]

Name:

Date:

FOR AND ON BEHALF OF:

[BODY CORPORATE]

Name:

Position:

Date:

Contact details for the purposes of this contract:

Ozmeters Pty Ltd t/a Fair Water Bills

ABN 71 606 127 502

PO Box 100, Helensvale QLD 4212

1300 324 701

[www.fairwatermeters.com.au](http://www.fairwatermeters.com.au)

[info@fairwatermeters.com.au](mailto:info@fairwatermeters.com.au)

[Body Corporate]

[Insert address and other contact details]

SIGNED

## SCHEDULE OF FEES

<b>Item</b>	<b>Basis</b>	<b>Fee incl. GST</b>
<i>Ad-Hoc Check Read Submitted by Digital Photo</i>	<i>You may supply an unedited, digital photo (incl. meta-data) at no charge.</i>	<i>No Charge</i>
<i>Ad-Hoc or Check Meter Read Fee</i>	<i>This fee may apply if you request for a check meter reading to be taken for the master meter due to concerns regarding your bill. If no errors are found to have been made this fee will appear on your next bill. If an error has been made, this fee will not apply.</i>	<i>\$44.00</i>

*We will account for any transactional taxes, such as GST.*

Fees may be adjusted from time to time in our sole discretion by notice to you in writing to account for increases on account of the Consumer Price Index (CPI), which CPI shall be calculated using the rate published by the Australian Bureau of Statistics for the most recent period prior to the price adjustment.

Pursuant to clause 7.3 debt collector fee shall be on-charged to the unit owner.

SIGNED FOR AND ON BEHALF OF:

[OZMETERS PTY LTD]

Name:

Date:

SIGNED FOR AND ON BEHALF OF:

[BODY CORPORATE]

Name:

Position:

Date: