

**TERMS AND CONDITIONS (RESIDENTIAL) OF
PROJECT Dual Flush – TOILET RETRO-FIT
(applying from 1 November 2010)**

1. Definitions

In these terms and conditions:

- a. **WPW** means the Westernport Water Corporation.
- b. **WPW's Contractor** means the contractor engaged by WPW to provide the Services, namely, Data and Measurement Solutions Pty Ltd ABN 73 097 962 395 trading as Schultz Plumbing.
- c. **Government Rebate** means the dual flush toilet rebate of:
 - i. prior to 1 July 2010, \$50; or
 - ii. currently, \$100, payable by the Victorian Government under the Victorian Government's Water Smart Gardens and Homes Rebate Scheme.
- d. **including** in any form is not a word of limitation.
- e. **Less Water Efficient** in the context of a dual flush toilet means a dual flush toilet with a larger flush capacity than those offered under the Program.
- f. **Loss** means any liability, cost, expense, loss or damage whether consequential or otherwise.
- g. **Non-Standard Installation** means installations which are not Standard Installations including installations that require one or more of the following:
 - i. Modification to existing waste or water point connections.
 - ii. Removal of tiles required due to base of toilet being tiled over.
 - iii. Existing toilet pan built up above floor level on a concrete base.
 - iv. Toilet installation is on third floor and above.
 - v. Skew/side delivery pan required.
 - vi. Pan collar waste pipe needs replacement.
 - vii. Restoration works to floor or wall due to new install not matching previous installation footprint of cistern and pan.
 - viii. Poor condition of floor levels or floor boards.
 - ix. Disabled installation.
 - x. Installation outside nominated working hours (e.g. after 9pm or Sundays).
 - xi. Toilet model request outside of range on offer.
 - xii. Installation of a mid level model (required where the water point is too high for a standard model).
 - xiii. Rectification or alteration due to poor or illegal previous plumbing works.
- h. **Offer** means the provision of the Services for the Services Fee on these terms and conditions.
- i. **Out of Scope Work** has the meaning in clause 3.
- j. **Program** means WPW's PROJECT dual flush - Toilet Retrofit Program.
- k. **Property** means the residential address identified by You at the end of these terms and conditions and which You warrant has an authorised connection to a WPW water supply system.
- l. **Services** means:
 - i. the supply and installation of a new 4 star-rated dual flush toilet in a Standard Installation. The entire suite (pan and cistern) will be replaced;
 - ii. the removal of the old single flush toilet or Less Water Efficient dual flush toilet; and
 - iii. a reasonable demonstration and explanation of the goods installed, by WPW's Contractor as part of the Program.
- m. **Services Fee** means the fee You must pay for the Services as set out in clause 6.
- n. **Standard Installation** means installations that include one or more of the following:
 - i. Modification to existing waste or water point connections not required.
 - ii. Straight-forward removal and replacement
 - iii. Installation in two or less storey unit/house.
- o. **You** means the person who signs these terms and conditions at the time the Services are carried out at the Property. You warrant that at the time of signing you have the authority and permission required by these terms and conditions.

2. Eligibility for the Offer

To be eligible to accept the Offer:

- a. You must be (or have the relevant authority of) a WPW residential customer in respect of the Property.
- b. If you are a tenant at the Property, You must provide written permission from your landlord or property manager's to have the Services carried out at the Property.
- c. You must be replacing an existing, functioning single flush or Less Water Efficient dual-flush toilet suite in the Property.
- d. The position of your waste outlet pipe and water inlet tap must be compatible with the selected models on offer and the installation must otherwise be a Standard Installation.
- e. You must have a new WELS 4-star water rated toilet suite(s) in one of the three models offered installed in the Property by WPW's Contractor as part of the Program on or before 30 June 2011. The models offered are set out in clause 6.
- f. You must otherwise satisfy all requirements of these terms and conditions.

3. Out of Scope Work

You may, on your own behalf, negotiate with WPW's Contractor to carry out work or services additional or different to the Services (**Out of Scope Work**). Examples of Out of Scope Work include replacement of a toilet suite which is not Less Water Efficient or any other Non-Standard Installation. Any and all Out of Scope Work is not included in the Services Fee and falls outside of the Program.

4. Limitations on the Government Rebate

- a. The Government Rebate is limited to one per Property.
- b. You must indicate whether or not the Property has already received the Government Rebate in the place provided at the end of these terms and conditions.
- c. If you have not already received the Government Rebate, You do not need to separately apply for it. By signing these terms and conditions you authorise the Government Rebate to be applied to the Services Fee in accordance with clause 6 and for WPW to apply for the rebate on Your behalf.
- d. If the Government Rebate has been applied to the Services Fee and WPW discovers that the Property has already received that rebate, the value of the Government Rebate (ie \$100.00) may, in WPW's discretion, be added to the next WPW account for the Property.

5. How to accept the Offer

To accept the Offer, You must:

- a. Make an appointment with WPW's Contractor by phoning the designated number for the Program or registering at the CHW website (if available).
- b. Choose one of three toilet suites offered. Each toilet suite is priced differently (refer to clause 6).
- c. Sign the copy of these terms and conditions provided to you by WPW's Contractor.
- d. Have the Services carried out at Your Property on or before 30 June 2011.
- e. Sign the invoice provided to you by WPW's Contractor.

6. Services Fee

- a. WPW's Contractor will invoice you the Services Fee for the Services.
- b. The Services Fee as set out in that invoice will apply the Government Rebate **unless** you have indicated to WPW's Contractor that the Government Rebate has already been received for the Property.
- c. The Services Fee for each of the models of toilet suites on offer are as set out in the following table:

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Models offered	Services Fee (GST inclusive)	
	Full Cost	Government Rebate applied
Toilet Suite 1 - Caroma Stylus Symphony Toilet Suite in white	\$476	\$376
Toilet Suite 2 - Caroma Concorde Profile Toilet Suite in white	\$597	\$497
Toilet Suite 3 - Caroma Caravelle Toilet Suite in white	\$657	\$557

d. The Services Fee does not include any fees or charges for any Out of Scope Work. However, if any Out of Scope Works are performed, these may, at WPW's Contractor election, be included in the same invoice as the invoice for the Services Fee.

7. Payment of the Services Fee

- a. Subject to provision by WPW's Contractor of an invoice, you must pay WPW's Contractor the Services Fee in accordance with WPW's Contractor's payment terms.
- b. All enquiries regarding the Services Fee must be directed to the Contractor.
- c. You must pay all service charges as reasonably determined by WPW's Contractor in the event that you change Your mind after the Services have commenced. For the avoidance of any doubt, you will not be entitled to the Government Rebate unless the services are completed.

8. Call backs

If you have any concerns or problems following completion of the services, you should notify WPW's Contractor by phoning the designated number for the Program.

9. Safe working environment

You must do everything reasonably necessary to ensure that it is safe for the Services to be carried out, including informing WPW's Contractor of any particular risks that exist or which may arise in connection with the performance of the Services at the Property.

10. No liability for Out of Scope Services

WPW has no liability whatsoever arising out of or in connection with any Out of Scope Services.

11. Limits of WPW's liability for the Services

- a. WPW's liability for the Government Rebate is as set out in these terms and conditions.
- b. To the full extent permitted by law, WPW has no liability for any Loss howsoever incurred including from negligence or breach of contract or warranty or condition by WPW, WPW's Contractor or the manufacturer arising out of or in connection with the Services including any goods provided under the Program.
- c. Without limiting clause 12, to the extent (if any) that WPW is not permitted by law to exclude its liability, then WPW's liability is limited as follows:
 - i. in the case of goods, any one or more of the repair or replacement of the goods or the cost of having them replaced; or
 - ii. in the case of services, the supply of the services again or the payment of the cost of having the services supplied again.

12. Manufacturers' and WPW's contractor warranty

- a. The manufacturer warrants its products against defects in materials under normal use and service for a period of 10 years from the date of installation.
- b. WPW's Contractor warrants its workmanship for a period of seven years from the date of installation.
- c. Further details, including conditions and limitations, on product and workmanship warranties can be found on the warranty cards supplied by WPW's Contractor at the time of installation.

13. Program changes and early termination

WPW reserves the right, at its sole and absolute discretion to, at any time, change any or all of the terms and conditions for the Program or to cancel the Program prior to 30 June 2011.

14. Privacy Notice

In accordance with privacy legislation, WPW advises you that it will collect, use and disclose the personal information You provide for the purposes you have provided it to WPW. This information may be provided to WPW's Contractor. WPW's Contractor is required by WPW to comply with the requirements of the Information Privacy Act 2000 (Vic).

15. Inspection of Services by CHW

WPW may inspect the Property to ensure that the Services have been completed. The inspection may be carried out within 6 months after the completion of the Services. The inspection will be carried out between 8am and 6pm on a day agreed between you and WPW. You and WPW must act reasonably in relation to the inspection.

16. Collation of Information and Research

You agree to allow any information collected by WPW's Contractor or WPW concerning You and water consumption at the Property before, during or after the carrying out of the Services to be used for the purposes of providing services to you and for all other purposes connected with the supply of water and ancillary services by WPW. You agree that WPW may contact you and that you will provide to WPW any information it reasonably requests relating to the Services or water consumption and ancillary services at the Property.

IMPORTANT - You must complete all details as indicated below

(strike out the option which does not apply)

***I confirm that I am the owner of the property and consent to the services and that I have read and agree to be bound by these terms and conditions:**

***I confirm that I am authorised by the owner of the property to consent to the services and that I have read and am authorised by the owner to agree on its behalf to be bound by these terms and conditions. (See further note below if you are a tenant):**

.....
Signed Print Name

Date

NOTE: If you are a tenant at the property you must attach written permission from your landlord or property manager to have the services carried out.

The address of the Property is:

.....
Print address of Property

Have you (or anyone else in your household) already applied for or received a Government Rebate in respect of the property?

.....
(indicate yes or no)