

# Toilet Replacement Program

## Terms and Conditions

### 1. To qualify for this service You must meet the following conditions:

- a. The Property must have an authorised or approved connection to a watermain owned by City West Water ("CWW").
- b. If you are a tenant, you must have your landlord's written permission to have this Service completed at the Property.
- c. You must be replacing a functioning inefficient toilet suite.
- d. You must have the new WELS 4-star water rated toilet suite(s) installed by the designated CWW Contractor.

### 2. CWW's offer:

The Contractor will:

- i. Replace a functioning inefficient toilet suite with a WELS 4-star rated toilet suite. The entire suite (pan and cistern) will be removed and replaced. You may choose one of three toilet suites offered. Each toilet suite is priced differently, refer to Clause 4.
- ii. Provide You with details of the work done at your Property

### 3. What you need to do to accept the offer:

- a. Make an appointment with the Contractor by registering online or phoning the designated number.
- b. Sign the receipt that will be provided to You by the Plumber during his/her visit.

### 4. What You have to pay and give to CWW (or the Contractor):

- a. The Contractor will invoice You directly for the cost of the new toilet and associated services.
- b. The standard Service Fee (product, Standard Installation and GST inclusive) is as follows:
  - i. **Toilet Suite 1** – Standard Installation (budget) – Stylus Symphony connector suite \$434.50 inc GST
  - ii. **Toilet Suite 2** – Standard Installation (mid-range) – American Standard Heron close coupled suite \$554.00 inc GST
  - iii. **Toilet Suite 3** – Standard Installation (premium) – American Standard Studio back to wall suite \$621.00 inc GST
- c. If the Contractor performs any additional works including Non-Standard Installation works while onsite these will also appear on the invoice.
- d. The total amount to be paid will be shown as the Service Fee (being comprised of toilet purchase, Standard Installation and GST) and any Non-Standard Installation works.

### 5. Payment of the Service Fee:

- a. The Contractor, on behalf of CWW, will invoice you for the Service Fee. The Service Fee is payable upon completion of the works.
- b. Payment can be made by cash, credit card, EFT or Bank cheque. Personal cheques will not be accepted.
- c. If you fail to pay upon completion of works, you may receive reminder notices.
- d. You agree that it remains your responsibility to pay the Service Fee even if You change your mind once the installation has commenced.

### 6. Further limitations:

- a. Nothing in this agreement will be taken to affect any statutory obligation that we have to You for any condition or warranty implied by the *Competition and Consumer Act 2010* (Cth) or the *Fair Trading Act 1999* (Vic.). In the event CWW is liable for any breach of such a warranty or condition, then to the extent that it is able to do so CWW limits its liability to You:
  - 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.

- b. The position of your waste outlet pipe and water inlet tap must be compatible with the selected models on offer and may affect or limit the choice of models available under this Offer.
- c. This Offer remains open to receive applications from eligible customers until 30 June 2018.

### 7. Warranty:

- a. The manufacturer warrants its products against defects in materials under normal use and service for a period of five (5) years (excluding valves) from the date of installation for the budget suite and seven (7) years for the mid-range and premium suites. The warranty is limited to one or more of the following:
  - i. replacement of the goods or supply of equivalent goods;
  - ii. repair of the goods;
  - iii. payment of reasonable costs of having the goods repaired.
- b. The manufacturer's warranty on cisterns is voided if water additives are used in the cistern.
- c. There is a 13 week workmanship warranty on the toilet installation, which commences from the date of installation.

### 8. Acknowledgment:

You acknowledge that the services offered by CWW as part of this offer are not offered to You as a 'customer' as that term is defined in the CWW Customer Charter. A copy of the customer charter is available at [www.citywestwater.com.au](http://www.citywestwater.com.au)

### 9. Program changes and early termination:

CWW reserves the right, at its sole and absolute discretion and at any time, to extend or change any or all of the terms and conditions (including the style and cost of the toilet/s) for the Program or to cancel the Program prior to 30 June 2018.

### 10. Privacy Notice:

CWW will collect, use and disclose the personal information You provide for the purposes You have provided it to it. This information may be provided to the Contractor and the Plumber who carries out the Service. To ensure the protection of information the Contractor is required by CWW to comply with the requirements of the *Privacy Act 1988* (Cth) and *Privacy and Data Protection Act 2014* (Vic.). A copy of CWW's privacy policy is available at [www.citywestwater.com.au](http://www.citywestwater.com.au).

### 11. Inspection of Services by CWW

CWW may inspect the Property to ensure that the Service has been completed to a satisfactory standard. The inspection may be carried out within 12 months after the completion of the Service. The inspection will be carried out between 8 am and 6 pm on a day agreed between You and CWW. You agree to co-operate with CWW in carrying out the inspection.

### 12. Collation of Information and Research

You agree to allow any information collected by the Plumber or CWW concerning You and water consumption at the Property before, during or after the carrying out of the Service 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 CWW.

You agree that CWW may contact You and that You will provide to CWW any information it reasonably requests relating to the Service or water consumption and ancillary services at the Property.

### 13. Definitions:

In these Terms and Conditions:

- a. **Contractor** means EDG Management Services Pty Ltd (trading as G & S Complete Plumbing Services) ABN 46 005 806 851 which has

been appointed by CWW to provide the Services or any other contractor appointed by CWW to provide the Services.

- b. **CWW** means City West Water Corporation.
- c. **Offer** means the provision of CWW's toilet replacement service and associated services (if any).
- d. **Plumber** means a licensed plumber who has been employed or engaged by the Contractor to provide the Service.
- e. **Program** means CWW's Toilet Replacement Service.
- f. **Property** means the address identified in this form and which You warrant has an authorised connection to the CWW supply system.
- g. **Service Fee** means the invoiced fee for the Service undertaken as per Clause 4d of these terms.
- h. **Service** means:
  - i. the supply and installation of a 4 star-rated dual flush toilet;
  - ii. the removal of the old single or inefficient dual flush toilet;
  - iii. a reasonable demonstration and explanation of the goods installed; and
  - iv. any associated additional services such as Non-Standard Installation.
- i. **We** means City West Water Corporation and its Employees and Contractors.
- j. **You** means the person who signs these Terms and Conditions when the service is carried out at the property. You also have any authority required by these terms and conditions before signing, which means the authority of the landlord if You are a tenant. This agreement is not part of the City West Water Customer Charter
- k. **Standard Installation** means an installation:
  - i. Where modification to existing waste or water point connections is not required;
  - ii. That involves straightforward removal and replacement; and
  - iii. Is undertaken in a two or less storey building.
- l. **Non-Standard Installation** means an installation requiring or involving one or more additional factors including but not limited to the following:
  - i. Modification to the waste or water pipe height;
  - 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 or above;
  - v. Skew/side delivery pan required;
  - vi. Pan collar waste pipe needs replacement or rubber has perished;
  - 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); and/or
- xiii. Rectification or alteration due to poor or illegal previous plumbing works.