

Conditions of Connection for LOGIS Industrial Estate

Please note:

- These conditions are to be included and read in conjunction with the Notice of Agreement issued upon lodgement of an application to connect to South East Water's Assets, and are related only to properties within the Logis Industrial Estate.
- Applications which require the use of Recycled Water for commercial/manufacturing purposes will be assessed on a case by case basis.

1. GENERAL PROVISIONS

1.1 In these conditions

we, us and **our** refer to South East Water Corporation.

you and **your** refer to the owner of a property connected, or to be connected to our assets.

2. LICENSED PLUMBER

2.1 Any work which these conditions require you to undertake must be done by an appropriately licensed plumber, engaged by you and at your cost.

2.2 All plumbing work must comply with the Plumbing Regulations 2008 incorporating the Plumbing Code of Australia, the requirements of AS/NZS 3500 and South East Water's Conditions of Connection.

3. METERS

3.1 You must ensure that any meter installed at your property remains readily accessible to us to read, maintain or replace as required.

3.2 If there is no existing relevant water meter at your property, we may require you to install one. If we do, the water meter must:

(a) be installed in accordance with the Plumbing Regulations 2008 incorporating the Plumbing Code of Australia, and our 'Water Metering & Servicing Guidelines' which are available at www.southeastwater.com.au; and

(b) be readily accessible for us to read, maintain or replace it, as required; and

(c) not be located within a building or other structure, including locked security gates.

3.3 If we are unable to obtain ready or safe access to a meter installed at your property at any time in order to read it:

(a) we may ask you to read the meter and to advise us of the reading, within a time which we nominate; and

(b) you must comply with our request; and

(c) if you do not comply, we may estimate your consumption through that meter for the period since the meter was last read.

3.4 If at any time we cannot access the meter in order to read it:

- (a) we may require a remote meter reading device to be installed; and
- (b) if a device is required, you must pay the cost of the device and its installation. In the instance where the meter is reported stolen from the property:
- (c) a replacement meter is required to be fitted by South East Water Corporation; and
- (d) the meter replacement cost will be directly charged to the property owner / agent; and
- (e) it is the property owner/agent's responsibility to report this matter to Victoria Police.

4. DRINKING WATER CONDITIONS OF USE

4.1 The use of drinking water must be in accordance with current water restrictions.

5. AMENDMENTS

5.1 We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations, require an amendment to be made.

5.2 We may also amend these conditions from time to time if we consider that it is necessary to:

- (a) ensure that you or we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our supplier of drinking water, recycled water or sewage treatment services, as the case requires; or
- (b) manage or eliminate the risk of a significant effect on:
- (c) the health or safety of anyone; or
- (d) any part of the environment; or
- (e) any of our works.

6. TECHNICAL SPECIFICATIONS

6.1 Installation of drinking water and recycled water supplies

(a) In relation to the installation of both drinking and recycled water:

connecting works means the pipes and fittings used or intended to be used for the supply of drinking or recycled water, respectively, on your side of the outlet from the relevant water meter.

property service means the pipes; meter and other fittings used or intended to be used for the supply of drinking or recycled water, respectively, to your property from our drinking or recycled water main, up to and including the outlet from the relevant meter.

7. BOTH TAPPINGS TO BE CARRIED OUT TOGETHER

7.1 Both the Recycled Water and Drinking Water property service pipes are to be installed at the same time with both tappings to be carried out concurrently.

7.2 Drinking Water Wet Tapping / Tee Insertion:

- (a) you must arrange to install both the property service and the connecting works, at your cost.
- (b) we will install the connecting valve between the property service and our supply system. You must pay the relevant fee approved by the Essential Services Commission;
- (c) you must install the relevant water meter, before we install the connecting valve;

- (d) any 20 or 25 mm installation must be fitted with a right-angle ball valve;
- (e) at your request, we will give you details of our approved configurations for the installation of water service assemblies; and

- 7.3** If the property service pipe and water meter assembly has not been completed when we seek to install the connecting valve, the tapping will not proceed and you will have to make a further booking. You must also pay any re-booking fee approved by the Essential Services Commission;
- 7.4** If any existing drinking water or recycled water service to your property is to be disconnected, you must expose the existing property service connection/s at the drinking water or recycled water main (as the case requires) at your cost, to allow us to disconnect and plug the existing property service/s. You must disconnect the relevant meter/s and return it/ them to us or our contractor.

Please note: You are required to obtain a Road Opening Permit from the relevant Authority, before commencing any excavation work within a road reserve. You must also comply with every traffic management requirement contained in that permit.

8. RECYCLED WATER WET TAPPING

8.1 When installing your recycled water service:

- (a) you must arrange to install both the property service and the connecting works, at your cost; and
- (b) the property service pipe is to be solid jacketed polyethylene pipe, PE100 PN 12.5 as a minimum, and must be water marked. PE pipe must not form any part of the water meter assembly.

8.2 In the case of short side installations the service pipe is to be laid on the left of the drinking water property service pipe and maintain 300mm separation.

8.3 In the case of long side installations may utilise the same conduit as the drinking water property service however the 300mm separation is to be maintained on both the upstream and downstream ends of the conduit.

- (a) the 20mm water meter assembly must conform to South East Water's requirements, including the right angle ball valve and associated meter assembly fittings.
- (b) we will install the connecting valve between the property service and our supply system. You must pay the relevant fee approved by the Essential Services Commission;
- (c) the relevant water meter must be installed before we install the connecting valve;
- (d) If the property service pipe and water meter assembly has not been completed when we seek to install the connecting valve, the tapping will not proceed and you will have to make a further booking. You must also pay any re-booking fee approved by the Essential Services Commission;

8.4 The Recycled water meter inlet ball valve will be closed and fitted with a 'Locking Device' by South East Water at the time of connection to the property.

8.5 The 'Locking Device' is only to be removed by either South East Water, or its authorised agent for the purpose of conducting the commissioning 'Water Check' of internal Recycled Water Plumbing.

9. RECYCLED WATER BACKFLOW PREVENTION REQUIREMENTS

9.1 You are responsible to ensure that an appropriate Containment Backflow Prevention Device is installed at the outlet of the drinking water meter. The recycled water meter has integral dual check valves and therefore an independent containment device is only required where the level of potential risk of contamination of the recycled water supply is classified as medium or high in accordance with the Plumbing Regulations 2008 incorporating the Plumbing Code of Australia. Additional individual and zone protection should be considered as part of the plumbing installation.

10. RECYCLED WATER INTERNAL PLUMBING SYSTEMS AND INSPECTION RIGHTS

- (a) You must ensure that the installation of the connecting works for recycled water and drinking water is completed in accordance with South East Water's Conditions of Connection, the Metering and Servicing Guidelines and AS/NZS 3500.1:2003 at your cost.
- (b) It is a specific requirement of these Connection Terms and Conditions that South East Water may enter upon any serviced occupancy to which these Conditions apply at any reasonable time at your cost to perform an inspection for compliance with clause (a) above at each of the following stages:
 - i. main to meter (prior to backfilling)
 - ii. meter to building water supply pipe work (prior to backfilling of trenches)
 - iii. rough-in (internal water supply pipe work, prior to wall linings being installed)
 - iv. commissioning (on completion of all water supply plumbing works prior to the building being occupied)
- (c) These rights of entry and inspection in (b) above, granted by you are in addition to and do not substitute for or replace or diminish any other rights of entry that South East Water may have under the *Water Act* or otherwise by law.
- (d) Notwithstanding the exercise of these inspection rights and any compliance failures discovered by South East Water as a result, SE Water is not responsible for any defect whatsoever in your private water supply works or their rectification and any such defect remains your responsibility for rectification (whether or not any such defect is one discovered by South East Water) through the engagement of plumbing services to the standard specified in clause 8.2 (a).

11. RECYCLED WATER CONDITIONS

11.1 External Taps

You must ensure that:

- (a) every recycled water hose bib tap connected to our recycled water supply is a purple 5/8 inch inlet thread tap, of a design approved by South East Water Corporation;
- (b) a sign reading "Recycled Water. Do not drink" is attached to every tap, and
- (c) any pipe, tap or other fitting used or intended to be used to supply recycled water is purple and is never painted any other colour.

11.2 Notify others

You are responsible for:

- (a) notifying tenants, staff and visitors to, your property that it is supplied with recycled water; and
- (b) explaining to them the purposes for which recycled water may and may not be used; and
- (c) ensure that all such persons comply with the appropriate uses of recycled water listed below.

11.3 Use of recycled water

- (a) You may only use recycled water, which we supply, for the following purposes:
 - i. watering gardens
 - ii. toilet flushing;
 - iii. vehicle washing (on lawns only);
 - iv. clothes washing;
 - v. washing down outdoor furniture and the exterior of buildings;
 - vi. filling or topping up ornamental water features and ponds that are not used for swimming
 - vii. subject to clause 12.4, such other purpose as set out in a Customer Site Management Plan approved by the EPA, endorsed by the Victorian Department of Health (if required) and endorsed by South East Water Corporation (a "CSMP").
- (b) You may only use recycled water which we supply to you in accordance with the current version of the Health and Environment Management Plan for the development in which your property is situated.
- (c) You must ensure that only the minimum possible volume of recycled water runs off your property to the stormwater system.
- (d) You must not use recycled water, or allow it to be used for any purpose other than a purpose mentioned under the heading 'Use of recycled water' above.
- (e) Ownership of, and risk in, the recycled water passes to you at the customer interface point.
- (f) We may, from time to time, at our discretion, temporarily supply potable water instead of recycled water which we would otherwise supply.

11.4 Use permitted under a CSMP

- (a) You may use recycled water which we supply to you for a purpose permitted under a current CSMP, provided that you do so in accordance with these Conditions of Connection.
- (b) Your use of recycled water supplied by us must be in accordance with:
 - i. your CSMP;
 - ii. the Health and Environment Management Plan for the development in which your property is situated;
 - iii. these Conditions of Connection;
 - iv. all EPA Victoria requirements and directions; and

- v. all laws and regulatory requirements.
- (c) You acknowledge and agree that you:
- i. have read, understood and will receive and use recycled water in accordance with the EPA Victoria's Guidelines for Environmental Management: Use of Reclaimed Water (Publication 464.2) including the Addendum;
 - ii. warrant that you have obtained all necessary information in relation to the risks and impacts that the supply, purchase, application and use of recycled water, in accordance with the CSMP and these Conditions of Connection, may give rise to;
 - iii. have received quality specifications for the Class A recycled water and that these specifications are indicative only and the actual water quality can vary from time-to-time;
 - iv. have undertaken your own quality and risk management assessments of the recycled water to be supplied to you and, taking into account the risks and impacts identified, you have, by your own investigations, satisfied yourself that the recycled water is suitable for your intended uses; and
 - v. bear the ongoing responsibility for ensuring the recycled water is and continues to be fit for its intended purpose.
- (d) You will not supply, transfer or otherwise dispose of recycled water to any other person (whether for consideration or otherwise) or allow any other person to use recycled water supplied to you by us.
- (e) You will maintain all pipelines, recycled water systems and other related infrastructure and assets used for recycled water in accordance with the CSMP, the Health and Environment Management Plan for the development in which your property is situated and all laws and regulatory requirements.
- (f) You will not amend the CSMP, or change the purpose for which you use recycled water, without our prior approval of such amendment or change. You acknowledge that prior to approving a change in use we must also seek approval to the change from our supplier of recycled water.
- (g) You will notify us of any breach or potential breach of your CSMP as soon as possible.

11.5 Stopping your use of recycled water

- (a) You must stop using recycled water whenever we ask you to under this clause and must not resume using recycled water until advised by South East Water Corporation.
- (b) We will only ask you to stop using recycled water if:
- i. we need to inspect, do work on or close down our assets for supplying recycled water; or
 - ii. we consider that, if you continue to use recycled water this may lead you or us not to comply with:
 - the uses permitted under the heading 'Use of recycled water' above; or
 - the current version of the Health and Environment Management Plan for the development in which your property is situated; or
 - any guidelines for the use of recycled water from time to time issued by the Environment Protection Authority, the Department of Human Services or other appropriate authority; or

- any law relating to health, safety or the environment; or
 - our agreement with our supplier of recycled water; or
 - iii. we consider that, if you continue to use recycled water, there is, or is reasonably likely to be, a risk that would endanger human life or any part of the environment, or compromise the health or safety of any person, or the safety of our works.
- (c) We will do all we reasonably can to allow you to resume using recycled water as soon as possible after asking you to stop under this clause.

11.6 Suspending or restricting our supply of recycled water

- (a) In addition to our powers to reduce or restrict supplies of recycled water under the Water Act 1989, we may temporarily or permanently suspend our supply of recycled water to your property if:
- i. we reasonably consider that you have failed to ensure the 'Conditions of Connection' have been complied with; or
 - ii. our supplier of recycled water temporarily or permanently ceases or restricts supplies of recycled water to us; or
 - iii. recycled water which we receive from our supplier does not meet Class A standard; or
 - iv. an event beyond our reasonable control prevents us from supplying Class A recycled water to your property.
- (b) We may, from time to time and at our discretion, temporarily substitute a supply of drinking water for recycled water which we would otherwise supply.

11.7 Indemnity

- (a) Release and Indemnity
- i. You release us from any and all demands, claims, proceedings, prosecutions, costs, losses, damages, penalties, interest and expenses whatsoever (including without limitation any financial loss) ("Claims and Liabilities") arising from your use of recycled water supplied by us, except to the extent that the Claims and Liabilities have been caused by our negligent actions.
 - ii. You indemnify us from and against any and all Claims and Liabilities brought or made against us by any person (including any claim or order made against us for any costs, loss or damage suffered by any other party):
 - arising out of or related to a breach by you of your obligations under these Conditions; or
 - arising out of or related to the use by you of the recycled water supplied by us, except to the extent that such Claims and Liabilities arise as a result of our negligent actions.
- (b) No proceedings for cease supply or amendment of conditions
- Without limiting paragraph (a) you must not bring any proceeding or make any demand against us for any damage, loss, cost or expense of any kind whatsoever which you incur, directly or indirectly, as a result of us:
- i. asking you to cease using recycled water; or
 - ii. temporarily or permanently suspending or restricting the supply of recycled water to you; or

- iii. amending these conditions.
- (c)** Exclusion of warranties
 - i. We make no representations and give no warranties about the quality of the recycled water we supply to you or whether or not it is fit for any intended use.
 - ii. All warranties and conditions which may be implied in these Conditions of Connection or implied in any agreement between you and us which incorporates these Conditions of Connection, are excluded to the maximum extent permitted by law.
- (d)** No claims for loss of business

You will not make a claim against us in relation to the supply by us or the use by you of recycled water to the extent that the subject of the claim relates to the fact that you or any other person has lost goodwill, profits, income or possible business or is required to make payment of liquidated sums, penalties or damages and you shall not make any claim against us for indirect or consequential loss.
- (e)** You must pay us any costs we reasonably incur in:
 - i. making good any damage to our assets or works directly or indirectly caused by your failure to comply with these conditions; and
 - ii. inspecting our assets or works to see if such damage has been caused.
- (f)** You must ensure that your licensed plumber:
 - i. makes independent enquiries about the location of each asset and boundary and about each relevant dimension shown on a plan; and
 - ii. proves the location of every asset of the land by hand, before commencing work.
- (g)** In addition to the above conditions pertaining to the attached plan/s:
 - i. We do not represent that any plan enclosed with this letter, nor any of the information it contains, is accurate, adequate or complete;
 - ii. To the extent possible, any condition or warranty which might otherwise be implied by law in relation to a plan is hereby excluded.
- (h)** You must indemnify and release us from any liability which might otherwise arise in relation to any such plan.
 - i. The plan/s accompanying this letter are solely issued for identification purposes through further investigation. They are not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions.
 - ii. You are put on notice that the map base is not created by South East Water Corporation and South East Water Corporation cannot guarantee the accuracy, adequacy or completeness of any information in or forming part of the plan, including the location of its assets and property sewerage drains. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any works and you should make your own independent inquiries as to the location of all assets and property boundaries and dimensions.
 - iii. All liability at law (including under statute), and all conditions and warranties implied by law (including under statute), are expressly excluded except that liability and those conditions and warranties, which cannot be excluded.

- iv. In respect of liability and conditions and warranties, which cannot be excluded, South East Water Corporation's liability to you is limited, as far as law (including statute) permits, to resupplying the plan or paying the cost of resupplying the plan.
- v. Please note that the information contained within the plan may have altered before or after the issue of the plan. Alteration to South East Water Corporation's assets including property connection points requires separate consent.