



HUNTER WATER CORPORATION

NON-STANDARD WATER SERVICES AGREEMENT

General Terms

Version: 1 dated 18 July 2024

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

Agreement means the date set out in Item 1.

Agreement Particulars means the agreement particulars identified as such in the Executive Instrument.

Approval means any permit, licence, consent, certificate or other approval obtained or required to be obtained from any authority (including Hunter Water) or person.

Claim means any claim, demand, remedy, suit, penalty, damage, loss, cost, liability, action, payment, proceeding, expense or right of action.

Commencement Date means the date determined in accordance with Item 5.

Customer means the person named in item 2.

Customer Contract has the meaning in the Hunter Water Act.

Environmental Protection Licences means all environmental protection licences held by Hunter Water from time-to-time.

Execution Instrument means the execution instrument executed by or on behalf of the Customer in respect of this Agreement.

Existing Operations means all infrastructure owned, operated or under the control of Hunter Water.

Fees means the fees set out in Item 6, as adjusted in accordance with clause 12.

Force Majeure Event means each of the following, including their direct effects, to the extent they are beyond the reasonable control of the affected party and are not caused or contributed to by the affected party or any of its Personne:

- (a) Flood, fire, explosion, earthquake, cyclone or hurricane;
- (b) Mass sickness or illness, including COVID-19; and
- (c) Confiscation by any government department, local council or government or statutory authority.

GIPA Act means the *Government Information (Public Access) Act 2009* (NSW).

Hunter Water Act means the Hunter Water Act 1991 (NSW).

Hunter Water Representative means the person named in Item 3 or such other person notified to the Customer by Hunter Water.

Indemnified Parties means Hunter Water and its Personnel.

IPART means the Independent Pricing and Regulatory Tribunal.

Item means an item of the Agreement Particulars.

Licenses Plumber means a plumber licensed under the *Home Building Act 1989* (NSW).

Metering Equipment means the equipment described in Item 7, which will be supplied to the Customer by Hunter Water.

Onsite Storage means water storage on the Property which:

- (a) Complies with the Plumbing Code of Australia and AS/NZS 3500; and
- (b) In the case of flood prone areas, includes an appropriate backflow prevention device located above flood level.

Operating Laws means:

- (a) The Hunter Water Act and Operating Licence;
- (b) All Environmental Protection Licences; and
- (c) All other relevant laws.

Operating Licence means Hunter Water's operating licence.

Personal Information has the meaning in the *Privacy and Personal Information Protection Act 1998* (NSW).

Personal means all Hunter Water or Customer (as appropriate) employees, agents, officers, contractors and consultants.

Property means the property identified in Item 4.

Services Connection Standards and Guidelines means the Hunter Water policy of that name.

Standard Connection means the supply of Water to the Property in accordance with section 36 of the Hunter Water Act.

Terms has the meaning of clause 3.

User means any person who uses any Existing Operations.

Water means water supplied to the Customer by Hunter Water pursuant to this Agreement.

Watermain means a watermain that forms part of the Existing Operations.

1.2 Interpretation

In the Agreement:

- (a) words used in the singular include the plural and vice versa;
- (b) a reference to a party includes its executors, administrators, successors and permitted assigns;
- (c) a reference to a document is to that document as varied, novated or replaced;
- (d) where a party is comprised of two or more people, this Agreement binds them jointly and severally;
- (e) headings are for reference purposes only;
- (f) a reference to a statute includes all regulations made under it;
- (g) a reference to a statute, regulation, licence, policy or standard is a reference to it as amended or replaced;

- (h) the special conditions included in Item 9 override these general terms to the extent of any inconsistency between them; and
- (i) 'including' and 'includes' are not words of limitation.

2 Customer Warranties

The Customer:

- (a) warrants on the Agreement Date and repeats on each day of the Term, that:
 - (i) all information it provided or provides to or procures the provision of to Hunter Water, whether before or after the Agreement Date, concerning the Property and/or its use of Water (Reliance Information) is or will be (as appropriate) complete and accurate and can be relied upon by Hunter Water and the Personnel for all relevant purposes;
 - (ii) it has obtained all Approvals needed to perform this Agreement (including from all relevant property owners and local councils) and satisfy all relevant laws and will comply with all such Approvals and laws at all times;
 - (iii) all necessary action has been taken to authorise the execution and performance of this Agreement by the Customer, including obtaining the approval of all relevant landlords where the Customer does not own the Property;
 - (iv) it will not permit anyone other than occupiers of the Property to extract Water from the Watermain;
 - (v) everyone who occupies the Property is aware of the terms of this Agreement and will comply with them;
 - (vi) its obligations under this Agreement are legal, binding and enforceable against it in accordance with its terms; and
 - (vii) where it enters into this Agreement as the trustee of a trust:
 - (a) it is the sole trustee of the relevant trust (Trust) and no action has been taken to remove or replace it;
 - (b) it has the power under the trust deed of the Trust (Trust Deed) to execute and perform this Agreement;
 - (c) all necessary action has been taken to authorise the execution and performance of this Agreement under the Trust Deed;
 - (d) this Agreement is executed and all transactions relating to it are or will be performed as part of the due and proper administration of the Trust and are or will be for the benefit of the Trust's beneficiaries;
 - (e) the Trust Deed will not be materially varied or revoked without Hunter Water's prior written consent; and
 - (f) the Customer will not:
 - (i) retire as trustee of the Trust or appoint any new or additional trustee(s);
 - (ii) default in its duties as trustee of the Trust; or
 - (iii) exercise any power to appoint a new beneficiary or class of beneficiary, without the Hunter Water Representative's prior written consent; and
- (b) acknowledges and agrees that:
 - (i) all Water used at or by the Property will be deemed to have been used by or on behalf of the Customer;
 - (ii) the warranties included in clause 2(a) are unaffected by any:

- (a) recommendation, receipt or review of, comment on or rejection or approval of any information or equipment by or on behalf of Hunter Water; or
- (b) failure by Hunter Water to do anything referred to in clause 2(b)(ii)(A); and
- (iii) nothing referred to in clause 2(b)(ii):
 - (a) limits or excludes any obligation or liability of the Customer under or arising out of this Agreement;
 - (b) prejudices any of Hunter Water's rights against the Customer;
 - (c) imposes on Hunter Water a duty of care to the Customer;
 - (d) results in Hunter Water assuming any responsibility or liability for the adequacy, quality, compliance or fitness of or any errors in or omissions from the Metering Equipment or information provided to Hunter Water by or on behalf of the Customer; or
 - (e) constitutes an admission that Hunter Water has checked any information for errors, omissions or compliance with this Agreement;
- (iv) Hunter Water has:
 - (a) not verified the suitability of any Metering Equipment or Reliance Information; and
 - (b) entered into this Agreement in reliance on the warranties and acknowledgements included in clauses 2(a) and 2(b) and would not have done so without them; and
- (v) where it enters into this Agreement as the trustee of a trust, it:
 - (a) is personally liable to perform the Customer's obligations under this Agreement; and
 - (b) must cause any person who becomes a trustee of the Trust jointly with the Customer to execute all documents required to ensure that this Agreement is binding on them.

3 Commencement and Term

This Agreement commences on the earlier of the Customer:

- (a) Issuing an executed copy of this Agreement to Hunter Water; or.
- (b) Commencing its performance of this Agreement.

(**Commencement Date**) and ends when it is terminated by either party in accordance with its (**Term**).

4 Nature of Agreement

The parties acknowledge and agree that:

- (a) Section 37 of the Hunter Water Act applies to this Agreement;
- (b) The Customer is barred from bringing any Claim against Hunter Water on the basis that this Agreement constitutes a Customer Contract; and
- (c) Hunter Water may plead this clause 4 as a bar to any Claim brought by or on behalf of the Customer asserting that this Agreement constitutes a Customer Contract.

5 Hunter Water as an Authority

The Customer acknowledges and agrees that:

- (a) this Agreement does not affect the unfettered discretion of Hunter Water to exercise its statutory functions and powers; and

- (b) anything Hunter Water does, fails to do or purports to do, pursuant to its statutory functions and powers is deemed not to be an act or omission of Hunter Water under or in connection with this Agreement and the Customer is not entitled to bring and Hunter Water will not be liable upon any Claim against Hunter Water in connection with such statutory functions and powers.

6 Customer Acknowledgements

The Customer acknowledges and agrees that Hunter Water:

- (c) does not warrant the quality of any Water once it passes the connection point to the Property or that it is suitable for any particular purpose;
- (d) does not warrant the pressure or continuity of Water supply;
- (e) may interrupt the supply of Water pursuant to this Agreement at any time and for any reason and that the Customer has adequate back-up arrangements in place (including Onsite Storage) should this occur; and
- (f) has no liability to the Customer and the Customer is barred from bringing any Claim against Hunter Water as a result of the:
 - (i) Customer's connection of the Property to the Existing Operations; or
 - (ii) Occurrence of any event contemplated in this clause 6.

7 Customer's Obligations

7.1 Payment

The Customer:

- (a) must pay Hunter Water all:
 - (i) Fees claimed by Hunter Water and other amounts due and payable to Hunter Water under this Agreement;
 - (a) within 21 days after Hunter Water issues the Customer a tax invoice in respect of such amounts (which will be invoiced to the representative named in Item 2 and at the frequency identified in Item 8 or as otherwise notified to the Customer in writing by Hunter Water); and
 - (b) in the case of Water usage, using usage data collected by the Metering Equipment or Hunter Water's reasonable estimation in the event of a malfunctioning of any Metering Equipment; and
 - (c) in the case of service charges, using the rates included Item 6, as amended in accordance with clause 12; and
 - (ii) interest Hunter Water would be entitled to claim from the Customer under the Operating Laws where the Customer fails to pay an amount due and owing to Hunter Water by the Customer by its due date; and
- (b) agrees that it is financially liable for all Water that enters the Property via the connection point even if it not consumed on the Property.

7.2 General

The Customer must:

- (a) not interfere with or interrupt the use and operation of any Existing Operations; and

- (b) comply with all directions given to it by Hunter Water in relation to this Agreement, including to install additional metering equipment at the Customer's cost where Hunter Water determines that the Metering Equipment is not accurately measuring Water usage at the Property.

7.3 Connection and metering

The Customer:

- (a) may only connect the Property to the Watermain once the Customer's proposed connection, plumbing and drainage design has been approved by the Hunter Water Representative in writing;
- (b) must, at its costs:
 - (i) have the Property connected to the Watermain (including all necessary reinstatement works);
 - (a) by a Licensed Plumber who must use extreme care in performing all relevant works;
 - (b) in accordance with the design approved pursuant to clause 7.3(a) and the Services Connection Standards and Guidelines;
 - (c) so that all connection infrastructure is free of the Existing Operations (including the Watermain); and
 - (d) using hand digging to locate and determine the depth of all relevant Existing Operations; and
 - (ii) use, operate and maintain all connection and Water reticulation infrastructure housed on the Property in accordance with:
 - (a) the Plumbing Code of Australia;
 - (b) AS/NZS 3500; and
 - (c) the Services Connection Standards and Guidelines.such that it is all at times defect free;
- (c) must ensure that all Metering Equipment is:
 - (i) installed at the connection point; and
 - (ii) unobstructed at all times so that it operates safely, efficiently and accurately.
- (d) must undertake all metering in accordance with this Agreement and as otherwise directed by Hunter Water;
- (e) must not alter any connection works or Metering Equipment other than:
 - (i) in accordance with the design approved pursuant to clause 7.3(a) and the Services Connection Standards and Guidelines; or
 - (ii) with the prior written consent of the Hunter Water Representative; and
- (f) must ensure that it and all of its Personnel:
 - (i) take all steps needed to protect all Users;
 - (ii) comply with all procedures, policies and rules adopted by Hunter Water that are relevant to the performance of this Agreement.
 - (iii) comply with, and not do anything which may place Hunter Water in breach of, any laws(s); and
 - (iv) keep Hunter Water informed of all matters which may adversely affect any User.

7.4 Reporting

The Customer must:

- (a) Immediately notify Hunter Water by telephone (1300 657 657) and email (enquiries@hunterwater.com.au) of any breach or likely breach of this Agreement by the Customer (including all information directed by Hunter Water); and
- (b) ensure that all written correspondence it issues to Hunter Water in respect of this Agreement references the account number included in Item 2.

7.5 Common infrastructure

Where:

- (a) infrastructure other than Existing Operations is used pursuant to this Agreement; and
- (b) such infrastructure is not owned exclusively by the Customer;

the Customer:

- (c) must liaise with all other relevant owners and users of such infrastructure to ensure that it:
 - (i) is operated and maintained in accordance with this Agreement; and
 - (ii) otherwise complies with this Agreement; and
- (d) releases the Indemnified Parties from all Claims arising out of or in connection with such infrastructure.

8 Customer Rights

Subject to its compliance with this Agreement, the Customer may connect the Property to the Watermain and extract Water from the Watermain at that point.

9 Access

In addition to Hunter Water's rights of entry under the Hunter Water Act, the Customer acknowledges and agrees that:

- (a) at any time during the Term, Hunter Water may direct the Customer to provide Hunter Water and/or its nominee(s) with access to the Property as is required by Hunter Water to:
 - (i) inspect the Metering Equipment; and
 - (ii) assess the Customer's compliance with this Agreement;
- (b) where Hunter Water issues the Customer a direction pursuant to clause 9(a), the Customer must:
 - (i) comply with that direction;
 - (ii) allow Hunter Water and its nominee(s) to carry out inspections and tests without interruption or interference; and
 - (iii) provide all assistance directed by Hunter Water and its nominee(s); and
- (c) where Hunter Water determines as a result of the exercise of its rights under this clause 9 that the Customer is not complying with this Agreement, all costs incurred by Hunter Water in taking such action will be due and payable to Hunter Water by the Customer within 21 days after Hunter Water issues the Customer a tax invoice in respect of such amounts.

10 Access to Records

- (a) The Customer must make and keep and ensure that all relevant members of its Personnel make and keep, complete and accurate records concerning the Customer's compliance with this Agreement, including information concerning the Metering Equipment and appropriate supporting documentation.
- (b) On Hunter Water providing no less than 5 days' prior notice to the Customer;
 - (i) Hunter Water and/or its nominee(s) may inspect and copy records of the type contemplated in clause 10(a); and
 - (ii) the Customer must make available to Hunter Water and/or its nominee(s) hard and softcopies of all such records
- (c) The records contemplated in clause 10(a) must not be destroyed by or on behalf of the Customer before the date that is 7 years after the end of the Term.

11 Meetings

- (a) If, at any time during the Term, Hunter Water directs the Customer to attend a meeting to discuss issues concerning this Agreement, the Customer must, and must ensure that all relevant members of its Personnel, attend such meeting(s), answer all questions and provide such other assistance asked or required by Hunter Water and/or its nominee(s).
- (b) Other than in the case of an emergency, Hunter Water will provide the Customer with at least 7 days' prior notice of any meeting Hunter Water requires the Customer to attend pursuant to this clause 11.

12 Fee Updates

At any time during the Term, Hunter Water may notify the Customer of a change to some or all of the Fees by issuing a written notice to the Customer which details the relevant change and such change takes effect 14 days after the date of such notice provided that the adjusted Fees are consistent with the prevailing rate(s) prescribed by the IPART.

13 Fee Correction

If Hunter Water determines, acting reasonably, that it has undercharged the Customer for any reason, the undercharged amount will be due and payable to Hunter Water by the Customer within 21 days after Hunter Water issues the Customer a tax invoice in respect of such amount.

14 Indemnity

14.1 Indemnity

The Customer must indemnify and keep indemnified on demand and by way of continuing indemnity, defend and save harmless, the Indemnified Parties from and against all Claims arising out of, or in any way in connection with:

- (a) the Customer's breach of this Agreement or negligent or unlawful act or omission;
- (b) loss of or damage to property and any loss resulting from such loss or damage, to the extent caused by the Customer; or
- (c) the illness, injury to or death of any person to the extent caused by the Customer,

however, such liability will be reduced to the extent that it is contributed to by a negligent act or omission of an indemnified Party.

14.2 Other Beneficiaries

- (a) Where an indemnity in this Agreement is given by the Customer in favour of a person other than Hunter Water, this Agreement operates as a deed poll given by the Customer for the benefit of that person and such person may rely on, and enforce, each indemnity as a deed poll made in their favour by the Customer.
- (b) If a person is unable to rely on or enforce an indemnity in accordance with clause 14.2(a), the Customer must execute all documents needed to give the full benefit of the indemnities to the person as contemplated by that clause.

14.3 Proportionate liability

To the fullest extent permitted by law, the operation of Part 4 of the *Civil Liability Act 2002 (NSW)* and all similar laws are excluded in relation to any and all rights, obligations and liabilities arising under or in relation to this Agreement.

14.4 Release

- (a) Subject to clause 14.4(b), and notwithstanding any other clause of this Agreement to the contrary, the Indemnified Parties are not liable for and the Customer releases the Indemnified Parties from all Claims arising out of or in connection with:
 - (i) the Customer's entry into this Agreement ;
 - (ii) the performance of this Agreement, including any access to Existing Operations; and
 - (iii) any act or omission of any indemnified Party.
- (b) Clause 14.4(a) does not exclude or limit any liability Hunter Water may have to the Customer under the Competition and Consumer Act 2010 (Cth) or Fair Trading Act 1987 (NSW) where to do so would:
 - (i) contravene either such Act; or
 - (ii) void all or part of clause 14.4(a),
(Non-Excludable Conditions), such that, in the case of a breach of a Non-Excludable Condition, Hunter Water's liability is limited to:
 - (iii) resupplying the relevant good or service; or
 - (iv) paying the Customer the cost of having the good or service resupplied.

15 Suspension

15.1 Direction to Suspend

Hunter Water may, in its absolute discretion, suspend some or all of this Agreement by written notice to the Customer and for such time as Hunter Water thinks fit and the Customer must comply with such direction.

15.2 Lifting of Suspension

Unless this Agreement is terminated before then, any suspension directed pursuant to clause 15.1 must be lifted by Hunter Water by written notice to the Customer as soon as practicable after Hunter Water is satisfied that the circumstance that gave rise to the suspension no longer exists.

15.3 Failure to Comply

If:

- (a) the Customer fails to comply with a direction issued pursuant to clause 15.1; or
- (b) Hunter Water suspects that the Customer is not complying with such direction,

Hunter Water may:

- (c) immediately terminate this Agreement by written notice to the Customer; and/or
- (d) enter onto the Property (itself or using a nominee) and take such actions as it believes are necessary to ensure compliance with such direction

15.4 Costs of Suspension

All costs and losses incurred by:

- (a) the Customer by reason of a suspension directed pursuant to clause 15.1 will be borne by the Customer and it is barred from bringing any Claim against Hunter Water in respect of such direction; or
- (b) Hunter onto the Property (itself or using a nominee) and take such actions as it believes are necessary to ensure compliance with such direction

16 Force Majeure Event

Where a party is unable, wholly or in part, by reason of a Force Majeure Event, to perform an obligation under this Agreement and that party:

- (a) provides the other party within 3 days after the commencement of the relevant Force Majeure Event with full details of the Force Majeure Event, all affected obligations and, to the extent known, likely extent to which it will be unable to perform or be delayed in performing such obligation(s)
- (b) uses reasonable endeavours to avoid and mitigate the effects of the relevant Force Majeure Event; and,
- (c) has not caused or contributed to the relevant Force Majeure Event,

all affected obligations, excluding payment obligations, are suspended to the extent they are adversely affected by the Force Majeure Event.

17 Termination

- (a) Hunter Water may terminate this Agreement (in whole or in part) immediately by written notice to the Customer if:
 - (i) the Customer fails to rectify a breach that is capable of remedy within 3 days after Hunter Water directs it to do so in writing;
 - (ii) the Customer:
 - (a) commits a substantial breach of this Agreement that is incapable of remedy or has the potential to cause damage to persons, property or the environment;
 - (b) breaches clause 18 or 20;
 - (c) does something which places or may place Hunter Water or the Customer in breach of any law;
 - (d) tampers with any Metering Equipment; or

- (e) suffers an event which, in Hunter Water's reasonable opinion, materially compromises the Customer's ability to satisfy its obligations under this Agreement; or
- (iii) Hunter Water is for any reason unable to supply Water to the Property..
- (b) Hunter Water may terminate this Agreement at any time by providing no less than:
 - (i) 28 days; prior notice in writing to this effect to the Customer and notwithstanding that the Customer has not breached this Agreement; or
 - (ii) 28 days' prior written notice to the Customer if Hunter Water requires the Property to be connected to the Existing Operations using a Standard Connection.
- (c) The Customer may terminate this Agreement at any time by providing no less than 28 days' prior notice in writing to this effect to the Hunter Water Representative.
- (d) If this Agreement is terminate for any reason:
 - (i) the Customer must;
 - (a) pay all amounts due to Hunter Water under or arising out of this Agreement within 21 days after its receives a tax invoice from Hunter Water in respect of such amounts, including on a pro rata basis since Hunter Water's last tax invoice;
 - (b) immediately cease, and ensure that all of its Personnel immediately cease, extracting Water from the Watermain;
 - (c) disconnect and remove all connection infrastructure and Metering Equipment and reinstate the Existing Operations to the satisfaction of Hunter Water;
 - (d) return all Metering Equipment to Hunter Water in the same condition in which it was provided to the Customer, save fair wear-and-tear; and
 - (e) comply with all directions given to it by Hunter Water in respect of this Agreement; and
 - (ii) such termination is without prejudice to any other right or remedy of Hunter Water;

18 GIPA Act

- (a) The Customer acknowledges and agrees that Hunter Water:
 - (i) Is subject to the GIPA Act; and
 - (ii) may disclose information concerning or included in this Agreement (including the entire Agreement) on its website;and irrevocably consents to Hunter Water acting in accordance with this clause 18.
- (b) The Customer must, upon receipt of a written direction from Hunter Water, provide Hunter Water or its nominee with immediate access to the following information where it is held or able to be accessed by the Customer;
 - (i) information created by or on behalf of the Customer that relates to the performance of this Agreement and that the Customer is not entitled to withhold pursuant to the GIPA Act; and
 - (ii) information received by the Customer from Hunter Water in respect of this Agreement.
- (c) The Customer must provide copies of all information contemplated in clause 18(b) at the Customer's expense.

19 PRIVACY

- (a) Each party must ensure that, whenever it collects, uses, discloses or transfers Personal Information in the course of performing this Agreement, it does so in accordance with the Privacy Obligations.

- (b) Without limiting the generality of clause 19(a), each party agrees to:
 - (i) only use relevant Personal Information for the purpose of performing this Agreement or as required by law;
 - (ii) not disclose any relevant Personal Information without the prior written consent of the person to whom the Personal Information relates or as required by law;
 - (iii) take all reasonable steps to protect all relevant Personal Information from misuse and loss and unauthorised access, modification or disclosure; and
 - (iv) promptly notify the other party in writing if it breaches or becomes aware of any breach of this clause 19.

20 Change of Property Ownership

- (a) The Customer must ensure that any new owner of the Property executes an agreement on similar terms to this one with Hunter Water prior to the completion of the sale.
- (b) Without limiting the Customer's obligations under clause 20(a), a breach of that clause by the Customer will not invalidate or terminate this Agreement.

21 Access to Existing Operations

The Customer must:

- (a) not access any Existing Operations without the prior written consent of the Hunter Water Representative, which may be conditional; and
- (b) ensure that anyone who accesses any Existing Operations on behalf of the Customer does so in accordance with all relevant Hunter Water policies and procedures and in a manner that does not expose any person or thing to any danger.

22 Costs

The Customer:

- (a) bears all costs it incurs in connection with the preparation and performance of this Agreement; and
- (b) releases Hunter Water from all Claims the Customer may have in respect of such costs.

23 Governing Law and Jurisdiction

This Agreement is governed by the laws of New South Wales and each party irrevocably submits to the jurisdiction of the courts of that State.

24 GST

If any payment made or other consideration given by a party (**Payer**) in connection with this Agreement does not include GST and is consideration for a taxable supply for which the party who makes the supply (**Supplier**) is liable for GST, the Payer must, at the same time as the consideration is given, pay the Supplier an additional amount equal to the amount of the consideration multiplied by the rate of GST.

25 Enforceability and Prohibition

A term of, or the application of a term of, this Agreement that is:

- (a) prohibited in a jurisdiction is in that jurisdiction ineffective only to the extent of that prohibition; or
- (b) void, illegal or unenforceable in a jurisdiction does not affect the validity, legality or enforceability of that term in any other jurisdiction or of the remaining terms of this Agreement in that or any other jurisdiction.

26 No Waiver

- (a) A waiver of any right created by or arising under this Agreement, must be in writing and signed by the party granting the waiver.
- (b) A breach of this Agreement is not waived by a failure to exercise, delay in exercising or partial exercise of any right or remedy.

27 Notices

- (a) A notice or other communication under this Agreement is only effective if it is in writing, signed, addressed to the party to whom it is to be given and either left at the addressee's address or sent to it by mail or email.
- (b) If a notice or other communication is:
 - (i) left at the addressee's address, it is taken to have been received when it is accepted by the addressee or left in its immediate presence;
 - (ii) sent by mail, it is taken to have been received:
 - (a) within Australia - four days after it is posted; or
 - (b) to or from a place outside Australia – twelve days after it is posted; or
 - (iii) sent by email, the *Electronic Transactions Act 2000* (NSW) will apply to determine when it is received.
- (c) The parties' addresses are those set out in Items 2 and 3 or as a party otherwise notifies to the sender in writing.

28 Further Assurances

Each party must do all things necessary to give full effect to this Agreement.

29 Inconsistency

If an inconsistency is discovered within or between the terms of this Agreement, the Customer must promptly inform the Hunter Water Representative in writing and he or she will inform the Customer of the interpretation it must follow.

30 Entire Agreement

This Agreement contains the entire agreement between the parties in respect of its subject matter.

31 Counterparts

This Agreement may be executed in any number of counterparts and each, when taken together, will constitute one agreement.

32 No Merger

The rights and obligations of the parties will not merge on completion of any transaction contemplated by this Agreement.

33 Assignment

The Customer must not assign, novate or otherwise seek to transfer any or all of this Agreement without the prior written approval of Hunter Water and any purported assignment, novation or transfer without such consent constitutes a material breach of this Agreement and is of no effect.

34 No Bias

This Agreement is not to be interpreted against the interests of a party merely because it proposed this Agreement or a term of it or because that party relies on a term of this Agreement for its benefit.

35 Amendment

This Agreement may be amended by Hunter Water at any time by written notice to the Customer and the Customer acknowledges and agrees that any such amendment will not constitute a breach or repudiation of this Agreement.

36 Survival

This clause 36 and clauses 1,2,4,5,8,13,11,17(d) and 18-35 survive the expiry or termination of this Agreement.