

# Food and Oil Interceptor Installation Terms and Conditions

1. The Customer authorises South East Water to enter the Property to carry out the assessment for a South East Water Priority Plumbing Work to carry out the work referred to in the South East Water Priority Plumbing Works Form, and these Conditions, or as otherwise agreed to ("Work"), and acknowledges that South East Water may engage a contractor to carry out any or all of the Work.
2. The Customer shall ensure that South East Water has clear and safe access at the Property to carry out the Work.
3. Where South East Water carries out emergency "through-the-pipe" sewerage or stormwater blockage clearance work, the Customer agrees to pay any additional costs not included in the South East Water Priority Plumbing Price List, or the South East Water Priority Plumbing Works Form, where applicable, to locate covered or missing surface fittings and to effect pan removal/replacement.
4. The Customer is responsible for the repair or replacement of the sewerage / stormwater system on the Property. These costs are additional to the rates on the South East Water Priority Plumbing Price List, the South East Water Priority Plumbing Works Form where applicable.
5. The Customer acknowledges that blockages caused by tree roots cleared by South East Water may occur again where action is not taken by the Customer or the Owner/Tenant, to permanently remove the responsible trees. South East Water is not liable for any additional clearance work which may be required.
6. The costs of South East Water in clearing any blockages caused by objects or fats or any other substance or matter in any part of the sewerage system caused by the Customer or the Owner/Tenant, are chargeable to the Customer.
7. Where the blockage is found to be within a "combined" or "party drain", as the person authorising the Work, the Customer is responsible for the payment of the account.
8. The Customer remains responsible for the sanitary drains and fixtures on and serving the Property to the point of connection with South East Water's sewerage works, notwithstanding the engagement of South East Water to carry out the Work.
9. If it is necessary to cut or otherwise alter any property of the Customer/ Owner/Tenant, including surfaces, walls, floors or fixtures, South East Water will discuss this with the Customer before the Work is carried out, except in an emergency. In an emergency, South East Water may undertake such Work without consulting the Customer.
10. South East Water is not responsible to make good any damage or to reimburse the Customer/Owner/Tenant for the cost of making good damage arising from such Work referred to in clause 9.
11. Title to goods and materials being acquired by the Customer pursuant to the South East Water Priority Plumbing Price List, or the South East Water Priority Plumbing Works Form and these Conditions, passes to the Customer when the Customer has paid for those goods and materials in full. Risk in the goods and materials passes to the Customer upon delivery of the goods and materials to the Customer.
12. The Customer acknowledges that South East Water has not made any warranty or representation in relation to the Work and any goods.
13. Subject to clause 14, any condition or warranty which is express or which would otherwise be implied, in relation to the contract for the provision of the Work or supply of goods, including in the South East Water Priority Plumbing Price List, the South East WaterSavers Report, the South East Water Priority Plumbing Quotation Form and the South East Water Priority Plumbing Works Form as applicable, and these Conditions, is hereby excluded.
14. Conditions or warranties which cannot be excluded or modified at law, including the Trade Practices Act 1974 (Cth), are implied into the contract for the provision of the Work or supply of goods, including the South East Water Priority Plumbing Price List or the South East Water Priority Plumbing Works Form and these Conditions. However, to the extent permissible by law, the liability of South East Water for any breach of such condition or warranty shall be limited, at the option of South East Water to one or more of the following:
  - 14.1 In the case of goods:
    - 14.1.1 the replacement of the goods or the supplying of equivalent goods;
    - 14.1.2 the repair of the goods;
    - 14.1.3 the payment of the cost of replacing the goods or of acquiring equivalent goods;
    - 14.1.4 the payment of the cost of having the goods repaired.
  - 14.2 In the case of services:
    - 14.2.1 the supplying of the services again;
    - 14.2.2 the payment of the cost of having the services supplied again.
15. Where the Customer is not the Owner of the Property, the Customer agrees as follows:
  - 15.1 that it has obtained the consent of the Owner and any agent of the Owner of the Property for South East Water to carry out all Work and supply goods, including that referred to in the South East Water Priority Plumbing Price List or South East Water Priority Plumbing Works Form as applicable, and these Conditions;
  - 15.2 that South East Water may provide any information regarding the Work and goods supplied, including that referred to in the South East Water Priority Plumbing Price List or the South East Water Priority Plumbing Works Form as applicable, and these Conditions, to the Owner or the Owner's agent;
  - 15.3 that the Customer is liable to pay the account although it is not the Owner;
  - 15.4 that the Customer indemnifies South East Water against all costs, liability, loss or damage caused to, suffered by or claimed against South East Water, its employees, agents and contractors, due to any breach of this clause 15 by the Customer.
16. To the extent permitted by law, any carbon credit or similar interest, right, benefit or entitlement which might be claimed or received directly or indirectly as a result of the Work or any goods or services, supplied to the Customer, may be exclusively claimed by South East Water.
17. Quotes are valid for 28 calendar days from the date they are provided.
18. The customer agrees to pay the invoice for the Work and any goods supplied within 28 calendar days of the date of the account, to be sent separately by South East Water. The Customer understands that an invoice will be forwarded to them unless paying by credit card or cheque at the completion of the Work.
19. Where the customer selects a 12 month payment agreement, the customer agrees to:
  - 19.1 Complete a Direct Debit Application.
  - 19.2 Pay for the Work and goods supplied within the nominated timeframe and in accordance with the payment frequency selected.
  - 19.3 Receive account details for the purchase on its South East Water water and sewerage account for the customer's property.
  - 19.4 Immediately notify South East Water in the event the ownership of the Property changes or the Property is sold. In the event the Property ownership changes or is sold, the 12 month agreement may be terminated by South East Water at its option on written notice and the customer agrees to then immediately repay any amount outstanding under the original 12 month payment agreement.
20. If the customer defaults in making any payment under this agreement, or otherwise breaches any term or warranty of this agreement, or monies which are or will be owing to South East Water under this agreement become immediately due and payable and the customer shall pay all monies to South East Water immediately upon written notice to do so.
21. Where a WaterSavers product has been installed, the Customer is required to retain the South East Water Priority Plumbing Works Form for warranty purposes.
22. Where a Hot Water System product has been installed, the Customer is required to retain the South East Water Priority Plumbing Works Form for warranty purposes.
23. If written acceptance of the Conditions is not required by South East Water, the commencement of Work by South East Water or the supply of any goods, as applicable, shall constitute acceptance of the Conditions by the Customer.
24. The contract for the provision of the Work and goods is governed by the laws of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of that State.
25. South East Water is collecting the information requested on this form for the purpose of providing goods and services to you and improving those goods and services. Without all or part of this information the goods and services may not be provided to you. This information will be handled in accordance with our legal obligations. You may obtain access to the information on request. The information may be disclosed to third parties in relation to the provision of goods and services, including South East Water's contractors assisting in the provision of these goods and services, Melbourne Water, the Minister or the Environment Protection Authority. For a copy of South East Water's privacy statement which describes in more detail how personal information may be used by it, or details on how to access your personal information, see the web site at [www.southeastwater.com.au](http://www.southeastwater.com.au) or contact 131 694.

Additional conditions or warranties may be contained in the installation instructions or brochures for particular products.