

Water Supply Customer Contract

Between

Hamilton Island Enterprises Limited
ABN 61 009 946 909

and

You (the customer)

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PREAMBLE

Hamilton Island Enterprises Limited (HIE) is a registered service provider of drinking (also known as potable) water under the *Water Supply (Safety and Reliability) Act 2008* ("the Act").

This contract provides the terms under which we supply services to you as our customer at your premises. This contract is between us, HIE, and you, the customer. It is valid, legally binding and enforceable without you having to sign a document agreeing to these terms and conditions. By using our services or by remaining connected to our networks, you are deemed to have accepted the terms and conditions of this contract.

Nothing in this contract removes or limits any statutory rights that cannot be excluded, including the consumer guarantees under the Australian Consumer Law.

More information about the services, this contract and other matters such as our Customer Service Standards and policies are available at: <https://www.hamiltonisland.com.au/community-and-development/infrastructure-and-waste/water-supply>.

1 THE PARTIES

This contract is between:

Hamilton Island Enterprises Limited ABN 61 009 946 909 or its nominees including Hamilton Island Services Pty Ltd ABN 79 010 254 234 or other related entities or other appointed nominees who sell potable water to you at your premises (in this contract referred to as "HIE", "we", "our" or "us"); and

You, the customer to whom this contract applies (in this contract referred to as "you" or "your").

2 DEFINITIONS AND INTERPRETATION

- 2.1 Terms used in this contract have the same meanings as they have in the Act. However, for ease of reference, a simplified explanation of some terms is given at the end of this contract.
- 2.2 Where the simplified explanations given at the end of this contract differ from the definitions in the Act, the definitions in the Act will prevail.

3 APPLICATION OF THIS CONTRACT

- 3.1 This contract sets out the terms and conditions under which we supply services to you as our customer. Services include supply of drinking water (also called potable water) and ancillary services.
- 3.2 This contract does not require signing. The terms and conditions in this contract apply to you if you are the owner or occupier of a premises within Hamilton Island and the premises are connected to our water system. By using our services or by remaining connected to our networks, you are deemed to have accepted the terms and conditions of this contract.

4 WHAT IS THE TERM OF THIS CONTRACT?

- 4.1 When does this contract start?
 - a) If you are an existing customer or receiving our services at your premises, the contract shall apply from the date that you commenced using our services.
 - b) For new customers, this contract starts on the earliest date of when:
 - i. a meter is installed at your premises;
 - ii. you first receive our water services; or

- iii. you give us acceptable identification and your contact details for billing purposes for the use of water.

4.2 When does this contract end?

- a) Subject to clause 4.2(b), this contract ends:
 - i. at the conclusion of your sublease or sub-sublease for, or occupancy of, the premises to which the water is supplied;
 - ii. if we both agree to a date to end the contract—on the date that is agreed;
 - iii. if the contract is breached and terminated by either of the parties; or
 - iv. if the premises are disconnected and you have not met the requirements in the Act for reconnection—10 business days from the date of disconnection.
- b) This contract will not end under paragraph (a) until:
 - i. we have issued the owner of the property with outstanding charges and this outstanding amount for the sale of water has been paid; or
 - ii. if you are a tenant, you have vacated the property and paid the owner for water as applicable.
- c) All rights and obligations accrued before the end of this contract continue despite the end of the contract, including any obligations to pay amounts to us.

4.3 Vacating your premises

- a) If you are selling the premises, you must pay all outstanding charges at the time of settlement of the property sale.
- b) Meter reads are conducted ordinarily the day prior to settlement or the day of settlement.
- c) You must provide safe and unhindered access to the premises to conduct a final meter reading.
- d) You will continue to be responsible for charges for the premises until your contract ends in accordance with clause 4.2 of this contract.

5 SCOPE OF THIS CONTRACT

5.1 What is covered by this contract?

- a) Subject to the terms of this contract, we agree to:
 - i. provide the services to the customer's connection point at the boundary of your premises and sell you potable water;
 - ii. maintain and repair our system up to but not including the customer's connection point; and
 - iii. meet other obligations set out in this contract and to comply with the Act.
- b) In return, you agree:
 - i. to be responsible for all charges for water supplied to the premises until this contract ends under clause 4.2 even if you vacate the premises earlier;
 - ii. to pay the amounts billed by us under this contract by the date specified;
 - iii. to meet your obligations under this contract and applicable laws; and
 - iv. to be responsible for operating, maintenance and repair of all of your water system

within the premises boundary.

5.2 What is not covered by this contract?

This contract does not cover the physical connection of your premises to our system, including metering equipment and the maintenance of that connection and the supply of water to your premises.

The physical connection of your premises to our system is under separate documentation called the Connection to the HIE Water, Gas and Sewer Network Policy located at:

<https://www.hamiltonisland.com.au/community-and-development/policies-forms>.

6 YOUR OBLIGATIONS

6.1 Information

- a) You must give us any information we reasonably require for the purposes of this contract. The information must be correct, and you must not mislead or deceive us in relation to any information provided to us.
- b) You must tell us promptly if information you have provided to us changes, including if your billing address changes or if your use of water changes (for example, if you start running a business at the premises).
- c) You must inform us if you become aware of any failure of our system delivering the services, or of an interruption to your supply or a burst or leak in our system.

6.2 Use of Water

- a) You must not:
 - i. wrongfully take, use or divert any water supplied by us;
 - ii. wrongfully interfere with the operation of a meter or prevent a meter from registering the quantity of any water supplied by us or prevent access to a meter;
 - iii. connect recycled water, stormwater, rainwater or groundwater to or wrongfully discharge any substance into our system or allow cross connection between the drinking water and recycled water systems; or
 - iv. use recycled water for any use other than the irrigation of lawns and gardens.

6.3 Compliance

You must ensure that your water system and the related infrastructure in the premises comply with applicable standards and laws.

6.4 Maintenance and Repair

If you are the owner of the premises, you:

- i. own and are responsible for operating, maintaining and repairing all of your water system and the premises infrastructure; and if you are an owners' corporation, the building plumbing system (to the extent that it relates to drinking water or recycled water);
- ii. are responsible for any damage caused by failure of your water system or infrastructure or the building plumbing system or infrastructure as the case may be;
- iii. are responsible for rectification or removal of any services installed contrary to appropriate laws, codes or standards or our connection requirements;
- iv. are responsible for installing maintaining repairing or annual testing of backflow prevention devices on the premises; and

- v. are responsible for regularly (at least annually) conducting a plumbing cross connection check on your water system to ensure the recycled water cannot enter the drinking water system within your premises or vice versa. This includes after any modifications to your water system.

6.5 Defective or unauthorised work or interference

- a) If there is defective or unauthorised work or interference impacting or that may impact our system, we may:
 - i. issue a notice requesting you to rectify the non-compliance within a period that, in our opinion, allows sufficient time for you to arrange and carry out the necessary rectification works and you must rectify the non-compliance to our reasonable satisfaction; or
 - ii. without issuing a notice, carry out work to remove the defective or unauthorised work, blockage or interference and we will charge you the costs incurred by us in undertaking this work if it is a matter requiring immediate attention.
- b) If you do not comply with the notice referred to in clause 6.5(a)(i), we may
 - i. restrict or disconnect the services until the issue is rectified; or
 - ii. rectify the non-compliance; and
 - iii. charge you:
 - A. additional fees and charges until the non-compliance has been rectified by you to our reason satisfaction;
 - B. the costs of any inspection we consider is needed to assess whether or not the non-compliance has been rectified; and
 - C. any costs and expenses including reasonable administrative expenses incurred by us as a result.

6.6 Access

- a) To the extent our system is on your premises there will be an easement on title reflecting that or in the absence of any such easement, you agree, if requested by us, to grant an easement to us in respect of that part of our system, failing which you grant us unfettered access to our system and, subject to law, an easement is deemed to apply.
- b) You must ensure that we have safe access to your premises at all times upon request to:
 - i. read meters;
 - ii. install, inspect, test, maintain, repair, alter, upgrade or replace our system or meters;
 - iii. exercise our rights under this contract or assess compliance with this contract; and
 - iv. for other purposes as set out in the Act or other applicable laws.

6.7 Obligations if you are not an owner

If you cannot meet an obligation relating to your premises under this contract because you are not the owner, you will not be in breach of the obligation if you take all reasonable steps to ensure that the owner or other person responsible for the premises fulfils the obligation. This clause does not impact the liability of the owner or our right to take action in accordance with the contract.

7 OUR LIABILITY

- 7.1 We use reasonable care and skill in providing water services but do not guarantee uninterrupted supply.
- 7.2 We endeavour to supply water that meets safety and quality standards in accordance with the Act.
- 7.3 You accept that water quality and supply may vary due to external factors beyond our control, including natural occurrences.
- 7.4 To the extent permitted by law, we are not liable for:
- a) loss or damage caused by factors outside our control, including natural disasters, vandalism, or third-party actions;
 - b) loss of profits or any other indirect or consequential damages arising from the supply or interruption of water services; and
 - c) damages resulting from your failure to maintain your water or other systems in the premises, private infrastructure or to comply with the terms of this contract.
- 7.5 This contract does not exclude or limit any liability that cannot be excluded under Australian Consumer Law or other applicable legislation.

8 PRICE FOR WATER AND OTHER SERVICES

8.1 What are our charges?

Our charges for the sale of water to you under this contract are our standing prices. These are determined periodically and are available on our website.

8.2 Changes to charges

If we vary our prices, we will advise you as soon as practicable, and no later than your next bill.

9 GST

- 9.1 Amounts specified in the standing offer prices from time to time and other amounts payable under this contract may be stated to be exclusive or inclusive of GST.
- 9.2 Where an amount paid by you under this contract is payment for a “taxable supply” as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

10 BILLING

10.1 General

- a) We will send a bill to you as soon as possible after the end of each billing cycle (at least once every three months). We will send the bill:
 - i. to you at the address nominated by you; or
 - ii. to a person authorised in writing by you to act on your behalf at the address specified by you. Historical billing information is available upon request.
- b) You must pay the amount on each bill you receive from us by the date specified unless you have entered a payment arrangement with us.

10.2 Estimating the water usage

- a) We will use best endeavours to ensure that the meter for each premises is read and used

as the basis for usage charges, or apportioned, for any bill issued.

- b) We cannot rely on an estimation of the meter value at the start of a water supply arrangement with you, or for the purpose of issuing a final bill to you.
- c) We may base your bill on an estimation of the premises consumption of water where we are not able to reasonably or reliably base the bill on an actual meter reading.
- d) Where an estimation is used as the basis for your bill, the estimation must be based on:
 - i. historical metering data for the premises reasonably available to us; or
 - ii. where this is not available, the average usage of water by a comparable customer over the corresponding period.
- e) If your bill is based on an estimation, this will be clearly stated on your bill.

11 PAYING YOUR BILL

11.1 What you have to pay

You must pay to us the amount shown on each bill by the date for payment (the due date) on the bill. The due date will be no earlier than 13 business days from the date on which we issue your bill.

11.2 Issue of reminder notices

If you have not paid your bill by the payment date, we will send you a reminder notice that payment is required.

11.3 Difficulties in paying

- a) If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about payment options.
- b) If you have told us that you have difficulty paying your bill, we must offer you the option of paying your bill under a payment plan. However, we are not obliged to do so if you have had 2 payment plans cancelled due to non-payment in the previous 12 months or have been convicted of an offence involving the illegal use of water in the previous 2 years.
- c) Additional protections may be available to you under our Customer Hardship Policy and under the Act if you are a customer experiencing payment difficulties due to hardship. A copy of our Customer Hardship Policy is available on our website.
<https://www.hamiltonisland.com.au/HamiltonIsland/media/PDF-Files/Energy/Customer-Hardship-Policy.pdf>.
- d) Additional protection may be available to you if you are experiencing family violence and please see our website for more details.

12 METERS

12.1 You must allow us and our authorised representative safe and unhindered access to your premises for the purposes of (where relevant):

- a) reading, testing, maintaining, inspecting or altering any metering installation at the premises;
- b) calculating or measuring water supplied or taken at the premises;
- c) checking the accuracy of metered consumption at the premises; and
- d) replacing meters.

- 12.2 We will use our best endeavours to ensure meter reading is carried out as frequently as is needed to prepare bills and consistently with metering rules.
- 12.3 If we or our representatives seek access to the premises under clause 12.1 we will comply with all relevant requirements under the applicable laws. We will use our best endeavours to carry or wear identification and show this upon request.

13 INTERRUPTION

13.1 We will supply you with the services except:

- a) Planned Interruptions:
 - i. We may arrange planned interruptions to the supply of services and/or water to your premises for planned or regular maintenance of our system or any systems that interface with our system and/or for the purposes of installation, maintenance, repair or replacement of a water meter.
 - ii. We will provide at least 4 days business days' notice in writing of any planned interruption to the supply of water to the premises unless we have obtained your explicit consent to the interruption occurring on a specified date.
 - iii. We will use reasonable endeavours to minimise a planned interruption to the supply of water to the premises.
- b) Unplanned Interruptions:
 - i. We will provide you with information regarding any unplanned interruption as soon as practicable.
 - ii. We will use reasonable endeavours to minimise the inconvenience to you by restoring the service as quickly as possible and keeping you informed as to how long we estimate the interruption is likely to last based on the best information available at the time.
- c) Water Restrictions:
 - i. In accordance with the Act and applicable laws, restrictions may be placed on the use of water we supply to you in the case of drought or other events. You must comply with any applicable supply restrictions during this time.
 - ii. We will publish applicable drought supply restrictions on our website.
 - iii. Restrictions may include: (A) restrictions on the use of water including the purpose for which it may be used; (B) a variation of charges; (C) other conditions that we consider appropriate including the purposes for which water can be used, the times when water can be used, the quantities of water that can be used, and the means or methods of use of water.
 - iv. You must comply with restrictions put in place under this clause 13.1(c) and pay any costs or expenses we incur in relation to any disconnection or failure by you to comply with the restrictions.
- d) Major operational difficulty
 - i. In accordance with the Act we may need to shut down a water supply source if a major operational difficulty occurs in our system. We may interrupt the supply or place restrictions on the use of the water supply services to you until such time as the operational difficulty is over. These may include restrictions referred to in clause 13.1(c).

14 UNDERCHARGING AND OVERCHARGING

14.1 Undercharging

- a) If we have charged you less than what you are required to pay us based on your water usage, we may at our discretion, adjust the next invoice and charge to you the undercharged amount or otherwise recover the undercharged amount from you.
- b) We will not charge interest on the undercharged amount.
- c) We will offer you time to pay the undercharged amount in instalments over the same period of time during which you were undercharged (if less than 12 months), or otherwise over 12 months.
- d) The maximum amount we can recover from you is limited to the amount that has been undercharged in the 9 months immediately before we notify you, unless the undercharge is your fault, due to you providing incorrect information or you have breached this contract or law or results from your unlawful act or omission.

14.2 Overcharging

- a) Where you have been overcharged by less than \$25, we must inform you within 10 business days of our becoming aware of the overcharge and, if you have already paid the overcharged amount, we must credit that amount to your next bill.
- b) Where you have been overcharged by \$25 or more, we must inform you within 10 business days of our becoming aware of the overcharge and, if you have already paid that amount, we must credit that amount to your next bill. However, if you request otherwise, we will comply with that request.
- c) If you have stopped buying water from us, we will use our best endeavours to pay the overcharged amount to you within 10 business days.
- d) If you have been overcharged as a result of your own fault or unlawful act or omission, we may limit the amount we credit or pay you to the amount you were overcharged in the last 12 months.
- e) No interest is payable on the overcharged amount.

14.3 Reviewing your bill

- a) If you disagree with the amount you have been charged, you can ask us to review your bill in accordance with our standard complaints and dispute resolution procedures.
- b) If you ask us to, we must arrange for a check of the meter reading or metering data or for a test of the meter in reviewing the bill, you will be liable for the cost of the check or test and we may request payment in advance. However, if the meter or metering data proves to be faulty or incorrect, we must reimburse you for the amount paid.
- c) If your bill is being reviewed, you are still required to pay any other bills from us that are due for payment and the lesser of:
 - i. the portion of the bill that you do not dispute; or
 - ii. an amount equal to the average of your bills in the last 12 months.

15 RESTRICTION OR DISCONNECTION OF SUPPLY

15.1 When can we arrange for restriction or disconnection of services?

a) General reasons

We may restrict or disconnect the supply of services to your premises in the following circumstances:

- i. subject to clauses 15.2 to 15.5, you have requested disconnection;
- ii. continuity of supply to the premises would be unsafe;
- iii. as directed by a government authority;
- iv. your tenancy/residency/agreement has ended and you are vacating the premises;
- v. if connection of the premises to our system has not been authorised;
- vi. if your water system or your wastewater system or your connection to our system does not comply with applicable codes, regulations and standards or our connection requirements, or has not been authorised;
- vii. if you fail to rectify a defect in the water system or wastewater system of the premises as required under this contract;
- viii. if you breach this contract, the Act or other agreement with us concerning the use or taking of water or the discharge of wastewater or storm water or access onto your premises;
- ix. if you discharge trade waste, chemicals, hazardous substances or any other unauthorised waste into our wastewater system without our prior written permission in breach of this contract or do not comply with the conditions of that permission;
- x. if a serious health, environmental or operational risk is posed by backflow of any substance from your water system into our water system;
- xi. if the premises does not have a correctly installed and maintained backflow prevention device;
- xii. you use your recycled water in a manner inconsistent with its intended purpose or in a manner contrary to the information we provide about using recycled water or in the premises there is cross connection with the drinking water system;
- xiii. where we are entitled or required to restrict or to discontinue supply under any applicable law; or
- xiv. where lack of access to the meter or the poor quality of your water system prevents us from exchanging the meter and you have failed to address this within 30 days of our notifying you of this.

b) Non Payment

Subject to clause 15.2 to 15.5, we may restrict or disconnect the supply of services to your premises if you have not paid a bill by the due date and have not made alternative payment arrangements with us or have not adhered to the terms of a payment plan. We may also take legal action to recover the debt. You are likely to face additional costs if we proceed to restrict services, or if legal action is taken. We may recover from you our reasonable costs associated with debt recovery under this contract.

15.2 We will not restrict supply of services for non payment or begin legal action in the case of clause 15.1(b):

a) unless we have:

- i. given you a reminder notice requesting payment by a date and you have failed to pay by the date in the reminder notice;
 - ii. given you a disconnection warning notice informing you that disconnection may occur if payment of the outstanding bill is not made by a date at least 6 business days from the date of issue of the warning notice;
 - iii. after issuing the disconnection warning notice, used our best endeavours to contact you in person or by telephone in connection with the failure to pay;
 - iv. you have, by the date specified in the disconnection warning notice, refused or failed to take any reasonable action towards settling the debt; and
 - v. we have offered to establish a payment plan with you and have explained the forms of assistance available if the non-payment is due to financial difficulty.
- 15.3 We will not restrict supply of services or disconnect services without giving (or using our best endeavours to give) you and/or the occupier at the premises notice in person or by telephone prior to the restriction or disconnection.
- 15.4 Clause 15.1 does not apply where state tenancy legislation sets out the process and requirements for the disconnection of water supply by us on the basis that you are a landlord.
- 15.5 When we must not arrange disconnection
- a) We must not disconnect the supply of services to your premises where:
 - i. you have made a complaint directly related to the proposed reason for disconnection to us or another relevant external dispute resolution body and the complaint remains unresolved; or
 - ii. the disconnection would occur on:
 - business day before 8am or after 3pm;
 - Friday or the day before a public holiday;
 - weekend or a public holiday;
 - the days between 20 December and 31 December (inclusive) in any year; or
 - during an extreme weather event.
 - b) Clause 15.5(a) does not apply where you have requested disconnection, or for reasons of health and safety, or as directed by a relevant authority.

16 RECONNECTION AFTER DISCONNECTION

- 16.1 Where we have arranged for the disconnection of your premises and you have, within 10 business days of the disconnection, made a request for reconnection, we must reconnect the premises as soon as practicable after:
- a) If relevant, you rectified the matter that led to the disconnection;
 - b) You paid any charges for reconnection; and
 - c) You agree to a payment plan with us if you have outstanding amounts owed under your water account.
- 16.2 We must reconnect the premises (or, where required, arrange with the network operator to reconnect the premises) as soon as practicable, and no later than two business days from when the request was made.

17 DISCONNECTION BY CUSTOMER

17.1 You may request to disconnect your premises from the services if:

- a) you have complied with the contract and all of our requirements as detailed on our website as amended from time to time and all applicable laws;
- b) you have given us all information we may reasonably require;
- c) you have given us 30 days written notice;
- d) you have paid the relevant fees, booked an inspection of the work and returned any of our property to us (e.g. our water meter);
- e) you have paid any applicable disconnection charge;
- f) all works relating to the disconnection is undertaken by a licenced plumber and conducted in accordance with applicable plumbing, drainage or other laws or standards; and
- g) you have complied with our reasonable directions.

17.2 We will continue to charge you a service charge for our services even if you are not using the services until the disconnection has been confirmed as satisfactory by our inspection.

18 WRONGFUL AND ILLEGAL USE OF WATER

18.1 Use of Water

You must not, and must take reasonable steps to ensure others do not:

- a) illegally use water supplied to your premises;
- b) interfere or allow interference with any water equipment that is at your premises except as may be permitted by law;
- c) use the water supplied to your premises or any water equipment in a manner that;
 - i. unreasonably interferes with the connection or supply of water to another customer; or
 - ii. causes damage or interference to any third party;
- d) allow water purchased from us to be used otherwise than in accordance with this contract and the Act; or
- e) tamper with, or permit tampering with, any meters or associated equipment.

19 NOTICES AND BILLS

19.1 Notices and bills under this contract must be sent in writing, unless this contract or the Act says otherwise.

19.2 A notice or bill sent under this contract is taken to have been received by you or by us (as relevant):

- a) on the date 2 business days after it is posted; or
- b) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and the use of electronic communication has been agreed between us. Electronic communication to you is deemed acceptable unless you notify us otherwise.

19.3 Our contact details for you to contact us or send us a notice are as set out in our bill to you, or

as notified to you from time to time.

20 PRIVACY ACT NOTICE

- 20.1 We will comply with all relevant privacy legislation in relation to your personal information. You can find a summary of our privacy policy on our website. If you have any questions, you can contact our privacy officer.

21 COMPLAINTS AND DISPUTE RESOLUTION

- 21.1 If you have a complaint relating to the services or this contract generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures.
- 21.2 Note, our standard complaints and dispute resolution procedures are published on our website <https://www.hamiltonisland.com.au/HamiltonIsland/media/PDF-Files/Energy/Complaints-Management-Policy.pdf>.
- 21.3 Our obligations in handling complaints.
- a) If you make a complaint, we must respond to your complaint within the required timeframes set out in our standard complaints and dispute resolution procedures and inform you of the outcome of your complaint and the reasons for our decision; and
 - b) If you are not satisfied with our response, you have a right to refer the complaint to the Energy and Water Ombudsman Queensland, the Office of Fair Trading or the Queensland Civil and Administrative Tribunal.

22 REBATES, CONCESSIONS AND RELIEF SCHEMES

- 22.1 If you feel you are eligible to apply for a government or non-government rebate, concession or relief scheme, or wish to find out more information on the available rebates, concessions or relief schemes, please refer to our Customer Hardship Policy for further details.

23 APPLICABLE LAW

- 23.1 The laws of Queensland govern this contract.

24 FORCE MAJEURE

- 24.1 If either party to this contract cannot meet an obligation under this contract because of an event outside the control of that party ('a force majeure event'):
- a) The obligation, other than an obligation to pay money, is suspended to the extent it is affected by the force majeure event for as long as the force majeure event continues; and
 - b) The affected party must use its best endeavours to give the other party prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which the affected party's obligations are affected and the steps being taken to remove, overcome or minimise those effects.
- 24.2 A party that claims a force majeure event must use its best endeavours to remove, overcome or minimise the effects of that event as soon as practicable.

25 GENERAL

- 25.1 Amending this contract
- a) This contract may only be amended in accordance with the procedures set out in the Act; and
 - b) We must publish any amendments to this contract on our website.

25.2 Simplified explanation of terms

- a) **Billing cycle** means the regular recurrent period for which you receive a bill from us;
- b) **Business day** means a day other than a Saturday, a Sunday or a public holiday;
- c) **Customer** means a person who buys or wants to buy water from a retailer;
- d) **Disconnection** means an action to prevent the flow of water to the premises, but does not include an interruption;
- e) **GST** has the meaning given in the *GST Act (A New Tax System (Goods and Services Tax) Act 1999 (Cth))*;
- f) **Laws** mean national and State and Territory laws and rules relating to water and the legal instruments made under those laws and rules;
- g) **Relevant authority** means any person or body who has the power under law to direct us, including the State or Federal Police; and
- h) **Water** means any water supplied by us.

Customer enquiries, faults, outages and feedback

1300 657 844

<https://www.hamiltonisland.com.au/community-and-development/infrastructure-and-waste/water-supply#:~:text=Hamilton%20Island%20caters%20to%20a%20variable%20population>

Emergencies

Dial 000

Postal Address

Hamilton Island Finance

Level 3, 100 Pacific

Highway ST LEONARDS

NSW 2065

Helpful resources

For water efficiency advice, please visit

<https://www.waterrating.gov.au/choose/water-saving-tips>