

## **Water Welcome Agreement between the Customer and PATAC PTY LTD\*.**

**Location of site: 958 Dandenong Road Caulfield East Vic 3145**

Terms and Conditions of Sale of Water from PATAC PTY LTD (PATAC) to the Customer.

This contract is about the sale of water to you as a customer at your premises, the location of which, is identified on the "Electricity and if applicable Water Application with PATAC PTY Ltd" application form or above. PATAC is acting on behalf of your landlord Goliath Housing in providing the service of managing your water utility. You agree to the terms of the contract either by accepting this document on the application page provided by PATAC PTY LTD or by receiving and it through the mail and accepting it's terms.

### **THE PARTIES**

This contract is between:

PATAC PTY LTD who sells water to you at your premises (in this contract referred to as "PATAC", "we", "our" or "us"); and

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

PATAC PTY LTD is acting on behalf of Goliath Housing PTY LTD your landlord.

The customer agrees to give all reasonable access to the relevant meter/s and will reasonably assist in anyway to have them read in a timely manner for billing or other purposes. All the relevant meter/s details for each customer is contained on the relevant bill.

PATAC will always attempt to read an actual meter when a bill is due. If for some reason an estimate is required PATAC will do so.

Goliath Housing Pty Ltd who will manage and deliver the bills and accept payment for bills.

### **Contact Details**

Account enquiries or complaints: call 0429674647 or email [info@affordableaccom.com.au](mailto:info@affordableaccom.com.au). If calling this number costs more than the cost of a local call please let us know and we will make other arrangements.

### **What are our tariffs and charges?**

(a) Our tariffs and charges for the sale of water to you under this contract are presented in this agreement.

#### **Tariffs and Charges:**

958 Dandenong Incl GST  
Road Caulfield  
East  
Cost per KL of 3.92  
cold water

Cost per KL of 3.92  
hotwater  
Gas cost per KL 1.40  
of hotwater

### **Changes to tariffs and charges**

(a) If we vary our prices, we will inform you no later than your next bill if the variation affects you.

(b) Our prices will not be varied more often than once every 6 months.

### **BILLING**

We will send a bill to you as soon as possible after the end of each billing cycle which will in most cases be every 3 months but may be a lesser period or longer. We will send the bill to your email address provided during the application process. If your details change then you will be required to update us of this fact and we will change the email address. We can read your meter/s and create a bill within the three-month cycle but that will incur a 50-dollar administrative fee.

### **Calculating the bill**

Bills we send to you ('your bills') will be calculated on:

(a) the amount of Hot and Cold water consumed at your premises during the billing cycle (using information obtained from reading your meter/s or otherwise in accordance with the Rules); and

(b) the amount of gas consumed when using hot water; and

(c) the amount of fees and charges for any other services provided under this contract during the billing cycle;

### **Estimating the water usage**

(a) We may estimate the amount of water consumed at your premises if your *meter* cannot be read, if your metering data is not obtained (for example, if access to the *meter* is not given or the *meter* breaks down or is faulty), or if you otherwise consent.

### **PAYING YOUR BILL**

#### **Payment Options**

We are willing to accept payment in this fashion:

- EFT to Goliath Housing Pty Ltd BSB 013141 Account 251743870 listing your name and account number.
- Direct Debit at any ANZ Bank Branch using these Account details Goliath Housing Pty Ltd BSB 013141 Account 251743870. Please inform us by text message if you make a direct payment listing your name and account number and the amount of payment for accuracy of our records.

## **What you have to pay**

You must pay to us the amount shown on each bill by the date for payment (the *pay-by date*) on the bill. The *pay by date* will be no earlier than 28 *business days* from the date on which we issue your bill.

## **Issue of reminder notices**

If you have not paid your bill by the *pay by date*, we will send you a *reminder notice* that payment is required. The *reminder notice* will give you a further due date for payment which will be not less than 6 *business days* after we issue the notice.

## **Difficulties in paying**

If you have difficulties paying your bill, you should contact us as soon as possible. Alternatively, you could seek the availability of Government Funded water rebates, concession or relief schemes from these web sites <https://services.dhhs.vic.gov.au/water> and <https://services.dhhs.vic.gov.au/utility-relief-grant-scheme>.

## **Financial Assistance:**

In relation to getting assistance with the payment of bills when you have financial difficulty please initially contact Hannah Ching on 0429674647. If you wish you can put in writing your request for assistance with the payment of your bill to one of these addresses:

1. PO Box 2467, Caulfield Junction, Vic 3161.
2. [info@affordableaccom.com.au](mailto:info@affordableaccom.com.au)

Any messages will be sought to be acknowledged within 5 working days of you sending information. Please ensure that you enclose within any written comments the details of how you would like to be contact.

Once we are aware of your financial difficulty, we will communicate back any steps that have to be taken to assist you.

For the availability of Government Funded water rebates, concession or relief schemes please see these web site <https://services.dhhs.vic.gov.au/water> or <https://services.dhhs.vic.gov.au/utility-relief-grant-scheme>.

## Form of Assistance:

Once we are contacted for assistance, we can determine the best options for the customer.

## **METERS**

(a) You must allow safe and unhindered access to your premises for the purposes of reading and maintaining the *meters* (where relevant).

## **WRONGFUL AND ILLEGAL USE OF WATER**

### **Use of water**

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

- (a) illegally use water supplied to your premises; or
- (b) interfere or allow interference with any water equipment that is at your premises except as may be permitted by law; or
- (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; or
- (d) allow water purchased from us to be used otherwise than in accordance with this contract and the Rules; or
- (e) tamper with, or permit tampering with, any *meters* or associated equipment.

## **COMPLAINTS AND DISPUTE RESOLUTION**

### **Complaints**

If you have a complaint relating to the sale of water by us to you, or this contract generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures.

### **Complaints and Dispute Process:**

In the case of a dispute an initial point of contact would be with Hannah Ching on 0429674647 or via email at [hannahc6378@yahoo.com.au](mailto:hannahc6378@yahoo.com.au) . If this fails to resolve your dispute you can put in writing your unresolved issue to either of these addresses:

1. PO Box 2467, Caulfield Junction, Vic 3161.
2. [hannahc6378@yahoo.com.au](mailto:hannahc6378@yahoo.com.au)

Any messages we will attempt to acknowledged within 5 working days of them being received. Please ensure that you enclose within any written comments the details of how you would like to be contact.

Once we are aware of your dispute, we will communicate back any steps that have to be taken to respond to your dispute and the expected time this will take. Once we have taken the relevant steps, we will communicate to you our answer.

### **Our obligations in handling complaints**

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.

## **APPLICABLE LAW**

*The laws* of the state of Victoria and the Nation of Australia govern this contract but

specifically in relation to Hot and Cold water the Residential Tenancy Act (RTA), sections 52 and in relation to Gas cost per KL of hot water the Energy Retail Code version 12 as it relates to exempt persons (see section 20A “Bulk Hot Water Charging” for calculations and section 52 of the RTA).

**Duration of Agreement:**

This agreement will stay in place for the duration of the lease that you undertake with Goliath Housing Pty Ltd.

The customer agrees to give 20 days notice as to when they will leave the premise.

The Premise will provide you with a meter/s that will measure the water that you use in your allocated room/s. All of the other water used by other tenants either in their sole occupancy rooms or in common areas will not be billed to you.

**Contact Details for Electrical Faults or Emergencies:**

In the case of an **Electrical Fault** or **Emergencies** call Hannah Ching on 0429674647 or United Water on 13 20 99.

\*PATAC stands for “Pharmacy & Therapeutic Advisory Consultancies Pty Ltd”.