

# Water Licensing Terms of Service – BD Water and Water Manager

[last updated 4 December 2025]

## Our contact details:

Name:	BD Water Pty Ltd ABN 86 642 510 334
Address:	55 Barrett St, Herne Hill WA 6056, Australia
Email:	contact@bdwater.com.au
Website:	www.bdwater.com.au

DWER means the Department of Water and Environmental Regulation, Western Australia.

These are the terms and conditions ('terms') for delivery of our water licence services. Please read these terms together with any quote or account/deposit information we have given you.

You will become automatically bound by these terms if you agree to our quote, give us the go ahead to start work, direct us to order items in for you or make any payment or deposit for the quoted services.

## 1. Our services

We will complete our services in a competent and professional manner and strive to keep you updated throughout the process.

We may use contractors to deliver part of the services and if we do, the contractor will be bound by our obligations as set out in this agreement.

Below you will find information about some of our specific services:

### 1.1 Meter reading services where the customer reports to DWER.

At the commencement of our appointment, you must authorise us as agent to compete these services.

We will attend at your property to complete readings at the intervals agreed with you and will provide you with the water meter reading within 2 business days of completing the reading.

You must lodge readings with DWER by the timelines specified in your water licence or operating strategy attached to your licence. This remains your sole responsibility. Failure to provide the meter readings within the required timeframe will be regarded as a breach of the DWER regulations or licence conditions.

If you are more than 7 days overdue with agreed payments for our services, we reserve the right to suspend our services until your payments are up to date. We will provide you written notice if this applies. We may also terminate our services with you by giving you 30 days' notice of termination. You may terminate our services in writing by providing 30 days' notice. We are not responsible for reading your meter during any suspension of our services or if our services are terminated.

### 1.2 Meter reading services where we report to DWER on behalf of the customer.

At the commencement of our appointment, you must authorise us as agent to compete these services.

We will attend at your property to complete readings at the intervals agreed with you and will submit your reading via DWER's on-line portal on your behalf. We will submit the readings as read. If you are over your water allocation, we may let you know as a courtesy prior to submitting however we are still required to accurately submit.

While we act on your behalf for reading and submitting your water meter readings, the primary obligation for submitting accurate readings under relevant legislation remains with you.

If you are more than 7 days overdue with agreed payments for our services, we reserve the right to suspend our services until your payments are up to date. We will provide you written notice if this applies. We may also terminate our services with you by giving you 30 days' notice of termination. You may terminate our services in writing by providing 30 days' notice. We are not responsible for reading your meter or submitting readings to DWER during any suspension of our services or if our services are terminated.

### 1.3 Installing water meters

Where we are installing water meter equipment, we will ensure the equipment meets the minimum requirements and is installed in accordance with legislative requirements.

Within 30 days of installation, we will notify DWER of the new meter installation and will provide DWER with the installation date, meter location, make, size and serial number of the meter and a reading of the water meter taken after completion of the installation. We will also provide DWER with a photograph and/or diagram of the installed water meter and connected pipes together including dimensions. This information will be retained in their records. A copy of this information can be shared with you at your request.

On occasion, DWER may not approve a meter. This can happen even when we have completed the installation in accordance with the legislative requirements and can be property specific. We are not liable in these circumstances and our invoice is still payable in full. If you engage us to complete additional steps to satisfy DWER requirements, we will additionally quote and invoice these steps.

### 1.4 Renewing, amending, surrendering or applying for new licences

Where you engage us for these services, you must authorise us as your agent to complete the required forms and steps with DWER. We can only complete these services for you if you provide required information promptly and accurately and make required payments on time.

Importantly, there are no guarantees about the outcomes for these services. DWER makes all decisions about water licences and their policies and guidelines (internal and published) vary from time to time.

## 2. Your obligations

You agree you will:

- Abide by our authority and cancellation policy - see clause 4 below.
- Let us know within 3 business days if your meter has been tampered with, is damaged, not working or has been removed for any reason.
- Where it is necessary for us to access your property:
  - Make clear access available for our crew to safely access and work at the property, including entering and exiting the property and any areas they will be working.
  - Be available for instructions when we are completing work at your property, if we have let you know we may need your instructions.
  - Arrange additional support if we request you to do so. For example, if we need to access areas with livestock, we may need someone on site to assist us.
- Adhere to any obligations we have included in the section above about specific services.
- Immediately tell us about any information (existing or new) that could have an impact on the services we provide so that rapid action can be considered.
- Where we are completing maintenance or repair on existing infrastructure, provide us with any information you have in relation to installation, past maintenance and problems.
- Where you have an existing water meter, or we have installed one for you:
  - Maintain your meter and take all reasonable steps, including regular servicing, to ensure it is accurately measuring all use,

- Not deliberately damage or alter a meter, or associated fittings or pipework, such that the meter does not accurately measure all of the water being taken. We may have responsibilities to DWER to report evidence of suspected tampering.
- Comply with your obligations with DWER.
- Pay our invoice(s) in full in accordance with the payment terms on our invoice.

### 3. What we are not responsible for

We are only providing the services we have quoted on. If we become aware of other services that may apply to you or be required for your situation, we will aim to bring them to your attention however we have no obligation to tell you about them.

Even with care, situations can arise during delivery of services that were not anticipated. We find it is best to let you know some of the possibilities.

Provided we have not been negligent, we are not responsible for:

- Accidental damage caused to adjoining crops, fences, buildings, trees, walls or other property or machinery either in or around the area we need to work or during entry to or exit from the work site. It is your responsibility to ensure the entrance, exit and work site(s) are safe and clear.
- Accidental damage caused to an existing system where we have been engaged to maintain or repair the system or add new or additional parts that might impact an existing setup.
- Consequential or indirect damages caused by our delivery of services.
- Steps taken by DWER arising from your actions or the delivery of our services. This includes changes to your allocation, cancellation of your licence or additional obligations being imposed on your licence. DWER has the authority to undertake compliance inspections where necessary and to undertake appropriate enforcement actions against identified breaches of water licence or permit conditions or offences under relevant legislation. The department may also initiate proposals to amend a water licence or permit or may initiate different or additional information requests or impose additional charges. While these items may be triggered by the services we provide, they will likely fall outside of our quoted services.
- The consequences of changes to legislation, rulings, procedures or published information or similar made by DWER or other departments. This is particularly important where we have relied on information supplied by DWER which is then subsequently changed. The rules for licensing for different aquifers can be complex and change without notice and we cannot be held responsible for any consequences.

### 4. Authority and cancellation policy

- 4.1 **Warranty** - You warrant that the person providing the approval or 'go-ahead' for our services has the authority to do so. We have no obligation to make enquiries about their authority or to ensure they have correctly completed any processes internal to the organisation or business they represent. Upon approval of our services, we are deemed to be entitled to proceed with our services and/or installations as approved by that person.

Any 'hold' or 'stop-work' request we are given, or any other delay that arises from concerns within an organisation or business about authority to approve works (eg the incorrect internal procedure for authorising works not being followed), will be considered by us to be a cancellation or delay of services and dealt with under clause 4.2.

- 4.2 **Cancellation or delay of services** - We understand that circumstances arise where a customer may need to delay or cancel services and we balance this against the costs we incur as a business if scheduled work is cancelled or delayed.

(a) Cancellation or delay with appropriate notice

Any cancellation or delay to scheduled services must be made by contacting us by phone on 1300 239 283 at least 3 clear business days (72 business hours) prior to the scheduled start time of the services.

Email or other forms of communication of a delay or cancellation are not acceptable and may not be relied on by a customer.

If you request to delay or cancel our services and have provided appropriate notice, we will issue an invoice for the materials we have ordered for your work. This invoice is payable within 7 days.

If you subsequently proceed with the services, you will have already paid for the materials, and we will invoice you for the agreed quoted labour and other costs at the time of completing the services.

If you decide to cancel the services, the material costs are non-refundable. We custom order most of our materials however where we can re-use materials you have ordered, we may offer to re-stock these items (less a re-stocking fee).

(b) Cancellation or delay without appropriate notice

If you delay or cancel our services without appropriate notice but do so prior to our crew travelling to or arriving at site, we will invoice for materials (similar to the process in clause 4.2(a) above) plus we will also invoice you for our standard travelling fee for the proposed crew to arrive on site (this varies depending on what services you had ordered and can be significant for example where a drilling rig was to mobilise to site).

If you delay or cancel our services without appropriate notice and our crew is already travelling to site or has arrived on site, we will invoice for materials (similar to the process in clause 4.2(a) above) plus we will also invoice you for our actual costs for the proposed crew to arrive on site (this varies depending on what services you had ordered and can be significant for example where a drilling rig has mobilised to site) plus we will also invoice for our hourly rate for any time spent on site.

## 5. General

Where we install a product that comes with a warranty, we will comply with relevant consumer laws in relation to that warranty.

Any timeframes or proposed dates we provide are estimates only. Time frames and dates may change. We will provide you with as much notice as possible if this happens.

Interest may be charged on any overdue payment, accruing daily from the date when payment becomes due, until the date of payment, at a rate of 3% per annum (interest may compound monthly). This rate applies after as well as before any judgment.

If any payment is dishonoured for any reason, you may be liable for any dishonour fees incurred by us.

If money remains unpaid, to agree to pay for any costs and disbursements incurred by us in pursuing the debt (including legal costs on a solicitor and own client basis and debt collection costs as applicable, where relevant legislation allows recovery of these costs).

While we will use reasonable skill and care in delivering the services, no warranty or guarantee is given that delivery of the services will result in your desired outcome. Unless we are negligent, we are not responsible for any damage caused to structures or fixtures or any part of the property, livestock or person.

To the fullest extent permitted by law, and without limiting the application of the Australian Consumer Law, you agree:

- (a) The total aggregate liability to us for any claim(s) by you in respect of any service we provide to you is limited to the amount actually paid by you to us for services in the 6 month period prior to the claim arising.

- (b) If there is any fault in the services, our liability will be limited (at our choice) to:
- (i) the supplying of the services again; or
  - (ii) the repair of any fault in the services caused by us.

These limitations of liability survive any termination or expiration of this agreement, or your use of our services.

Relationship – We are providing services to you as an independent contractor and nothing in this agreement should be interpreted to suggest otherwise.

Assignment – The services are personal to you and this agreement, and the services provided under it, cannot be assigned to any other person.

No Waiver – Any time or other indulgence granted by us will not in any way amount to a waiver of any of our rights or remedies under this agreement.

Governing law – This agreement is governed by the laws of Western Australia, Australia, and you agree to be subject to the jurisdiction of the courts of Western Australia, Australia if there is ever a serious dispute between you and us.

Severability – If any of these terms and conditions are determined to be invalid or unenforceable, then the invalid or unenforceable provision will be deemed replaced by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the terms and conditions will continue in effect.

Entire agreement – The terms of this agreement and our quote form the agreement between us and anything else discussed beforehand is not part of our agreement or fees charged unless it recorded in writing. Any customer terms are expressly excluded unless we have agreed to them in writing.

End.