



TERMS AND CONDITIONS FOR INDIVIDUALS REGISTERING TO USE OUR ONLINE BACKFLOW TEST REPORTING APPLICATION.

Backflow Prevention Device Testing requirement

Our *Site Containment Backflow Prevention Policy* requires persons who carry out testing of backflow prevention devices connected to our *Water infrastructure* to provide a copy of the relevant test report referred to in *AS 2845.3* to us not later than 7 days after the day on which the test is carried out.

An online backflow test reporting application has been established by us to enable appropriately qualified, licensed Plumbers who have registered with us (**User**), to submit Backflow Inspection and Maintenance Test Reports referred to in *AS 2845.3* and which relate to backflow prevention devices connected to our Water infrastructure (**Reports**) via a web application on our website (**Web Application**).

Use of the Web Application is subject to the following terms and conditions:

Terms and conditions

1. The User acknowledges and agrees that our Electronic Business Conditions of Use governs the User's use of the Web Application and that the terms and conditions set out in this document (**Agreement**) apply:
 - a. to all Reports and Plumbing Work performed by the User for the purpose of preparing Reports (collectively the **Relevant Works**); and
 - b. from the time at which the User registers to submit his/her Reports through the Web Application (**Registration**) until such time as the Agreement expires or is terminated.
 - c. In this Agreement 'Plumbing and Drainage Work' has the same meaning as defined in the *Plumbing and Drainage Act 2011* (NSW);
2. It is a condition of this Agreement that in performing the Relevant Works, the User:
 - a. is a Plumber who holds all licences and qualifications required by law and has successfully completed the Statement of Attainment in Backflow Prevention offered by TAFE NSW; and
 - b. is, in accordance with industry standards, competent and suitably experienced in respect of the Relevant Works.
3. (1) The User warrants that all Reports that he/she submits via the Web Application are:
 - a. prepared by the User; and
 - b. are in all respects in accordance with all applicable laws; and
 - c. are in all respects accurate and true.(2) If we suspect the User is in breach of the requirements of this clause, we may:
 - a. request the User to re perform the Relevant Works, or parts thereof, in the company of appropriate Hunter Water officers; or
 - b. undertake such works ourselves at the cost of the User.

4. The User indemnifies and will keep us indemnified against any loss or claim by any person, arising out of, related to or connected with any Relevant Works, including (but not limited to) any such loss or claim arising out of, related to or connected with the User:
 - a. failing to hold all relevant licenses and qualifications required by law at all relevant times;
 - b. failing to perform any part of the Relevant Work in a competent manner;
 - c. not being suitably experienced in respect of any part of the Relevant Work.
5. The User agrees that following Registration, he/she will submit all of his/her Reports to us via the Web Application.
6. Without any obligation to do so, following Registration, we may include the User's name and contact details in a list of Users (**List**), which List will be made available to our customers with backflow prevention requirements when:
 - a. we send the customer a reminder of backflow prevention device testing requirements; or
 - b. the need for the customer to install a backflow prevention device has been identified by us.
7. The User consents to us including the User's name and contact details in the List for the purposes of clause 7. The User must notify us in writing if they do not wish to be included in the List.
8. The parties acknowledge and agree that nothing in this Agreement nor the arrangements contemplated by the Agreement, including (but not limited to):
 - a. inclusion of the User's name and business contact details in the List;
 - b. provision of the List to our customersconstitutes approval, endorsement or any other form of acceptance by us of the User's licences, qualifications, skills, workmanship or other matter relating to the User's performance of any Plumbing Work.
9. The User acknowledges and agrees that:
 - a. Registration, use of the Web Application, and the inclusion of the User's name and contact details in the List is not intended to and does not in any way ensure that any of our customers will utilise the services provided by the User;
 - b. our customers are not in any way obliged to engage a person included in the List.
10. To the fullest extent permitted by law, we are not liable to the User for any consequential loss (being any special, indirect or consequential loss, any economic loss in respect of any claim in tort, and/or any loss of profits, revenue, contract, goodwill, business opportunity, reputation or like loss) suffered by or claimed against the User, including for:
 - a. any breach of this Agreement by us;
 - b. any act or omission (including any negligent act or omission) of us arising out of or in any way in connection with the performance or non-performance of this Agreement; or
 - c. termination of this Agreement (whether as a result of breach, repudiation or otherwise) by us.
11. We may, without notice, terminate this Agreement and remove the User's name and contact details from the List for any reason, including if the User fails to:
 - a. submit a Report via the Web Application after Registration; or
 - b. comply with this Agreement.

12. It remains at all times the responsibility of the User to ensure his / her compliance with our requirements and all other applicable laws.
13. We reserve the right to change this Agreement from time to time at our sole discretion, and will make reasonable endeavours to advise the User of these changes.
14. This Agreement is governed by the law of New South Wales and each of the parties irrevocably submits to the exclusive jurisdiction of the courts of New South Wales.
15. Clauses 4, 5, 10 and 11 survive expiry or termination of this Agreement.