

### Unitywater water sample testing agreement

If you lodge an application for water sample testing (form F8670) with us, pay the fees we have quoted for our water sample testing, or send us water samples for us to test, you have accepted our quoted fees, and agree to the following terms and conditions:

#### Fees

1. Our quoted fees are valid for three (3) months from the date we provide them to you unless we agree otherwise in writing.
2. Unless already paid, payment of the fees by you is due thirty (30) days from the date of our invoice.
3. You agree that we may withhold your water sample testing report until you have paid us for our water sample testing and any associated fees.
4. All prices quoted by us are exclusive of Goods and Services Tax (GST) unless stated otherwise.
5. If you cancel our water sample testing before you receive your water sample testing report from us, you agree to pay for the cost of all labour and materials used up to and including the date of cancellation.

#### Collection

6. You are responsible for collecting your water samples and following our water sample collection guideline titled 'Unitywater Laboratory – Water Sampling'.
7. You are responsible for delivering your water samples to us within twenty-four (24) hours of collecting your water samples unless we agree otherwise in writing.
8. You are responsible for ensuring your water samples are representative of the water to be tested.

#### Health and safety

9. You agree to advise us of any health, safety or environmental hazards that you are aware may be present in your water samples you give to us.
10. We reserve the right to refuse to conduct water sample testing where it may pose a hazard to health, safety or the environment.

#### Time

11. We will use reasonable endeavours to achieve a turnaround time of five (5) working days from the date of receiving your water samples unless we advise otherwise.
12. Water samples will not be accepted by us unless they are delivered within the hours and on the days listed on the application for water sample testing (form F8670), and will not be accepted on days that are public holidays at the address for delivery.
13. We are not responsible for any delay in water sample testing or delay in producing a water sample testing report if the delay is caused by our sub-contractor, or if the delay is due to factors outside our control.

#### Information

14. You agree we may subcontract our water sample testing to another person and disclose your confidential information to them.
15. If you copy your water sample testing report, it must be copied accurately and in full unless we give our written consent otherwise.
16. We will not disclose your water sample testing report or its contents to anyone other than you unless required by law or to investigate suspected fraud or other unlawful activity.
17. All our intellectual property will remain our property. We own the copyright in your water sample testing report. We give you a non-exclusive licence to use and reproduce your water sample testing report solely for your own purposes. You do not obtain any other rights to our intellectual property by entering into this agreement.
18. You agree not to disclose any of our confidential information to any other person without our prior written consent. We agree not to disclose your confidential information to any other person without your prior written consent unless required by law or to investigate suspected fraud or other unlawful activity.
19. By providing personal information to us you consent to us using and disclosing that personal information according to our Privacy Policy.

#### Disposal

20. You acknowledge that your water samples may be altered, damaged, lost or destroyed by us.
21. We will dispose of any of your unused water samples once our water sample testing has been completed. You agree that we are not required to return your water samples to you unless we agree otherwise in writing.
22. If disposing of your water sample may cause health, safety or environmental hazards, you agree to pay any cost for us to dispose of your water samples safely and as required by law.

#### Liabilities

23. Where any legislation implies Terms in this agreement which cannot be excluded or modified then such Terms will be deemed to be included without modification.

#### General

24. This agreement is governed by the laws of Queensland and you agree any dispute relating to this agreement will be determined by mediation or by the courts of Queensland.
25. You acknowledge and agree that:
  - a. our water sample testing is performed, and your water sample testing report is produced by us, solely for your own use and you will not permit them to be used for any other purpose; and
  - b. it is your responsibility to make your own assessment of the suitability of any purpose of our water sample testing, your water sample testing report and its contents and any information, advice or opinion given by us.

#### In these terms and conditions,

“we/ us/ our” means Northern SEQ Distributor-Retailer Authority trading as Unitywater (ABN 89 791 717 472), its board of directors, employees, sub-contractors and other agents.

“you/ your” means the named person on the water sample testing application.

#### Privacy statement

Unitywater is collecting your personal information to provide you with water sample testing and a water sample testing report. Our Privacy Policy is available on our website: [www.unitywater.com](http://www.unitywater.com)

#### Contact

If you have any questions or comments please contact us:

Unitywater	Ph: 1300 086 489
PO Box 953	Fax: (07) 5431 8288
Caboolture Qld 4510	<a href="mailto:customer.service@unitywater.com">customer.service@unitywater.com</a>