

Terms and Conditions
Analysis only
QP-006

Provision of services

1. The Australian Water Quality Centre will provide analytical services consistent with its certification to ISO9001:200 and National Association of Testing Authorities, Australia (NATA) accreditation no 1115.

Acceptance of Terms & Conditions

2. Delivery of samples to the AWQC or the written or verbal communication of an order number authorising work to proceed, constitutes acceptance of these Terms and Conditions. Any variations to these Terms and Conditions will only be valid if approved in writing by a duly authorised representative of the Australian Water Quality Centre. Representatives are nominated in SA Waters Financial Policy 1 document as people authorised to commit the Corporation to the delivery of services.

Samples under contract

3. A Customer Service Request (CSR) is produced by the AWQC for all analysis, detailing the work to be done and the manner in which it will be performed. A copy of the CSR will be provided to the customer. Acceptance of the CSR must occur before work can proceed. Formal acceptance of the CSR will place any samples delivered under contract. Failing to notify the AWQC of acceptance of the CSR will invalidate any obligation with respect to receipt or timely analysis of samples. The samples may be disposed of at the discretion of Customer Service personnel without notification to the customer if the samples are not under contract.
4. The details contained in the Customer Service Request are complete. Only those samples that conform to what is expected and detailed in the CSR and sent to the customer will be deemed under contract and subsequently be received and analysed. In all cases where samples are not under contract Customer Service staff will attempt to contact the customer with whom the CSR has been established. Where the customer cannot be contacted the decision to receive samples will be at Customer Service personnel's discretion. In all cases analysis conducted will incur the standard analysis fee and a further service fee may be charged to cover expenses in managing mismatched samples to CSR's. Samples held but not formally accepted will be disposed of at the discretion of Customer Service staff and a service fee may apply.

Pricing, Accounts and Payment

5. All charges will be consistent with the prices contained in the CSR for the duration of the Customer Service Request.
6. Should any of the details in the CSR, confirmed as true and accurate by the customer later be proven to be false, the AWQC reserves the right to adjust fees and charges accordingly to reflect the new conditions of samples or corrected assumptions.
7. The AWQC reserves the right to apply sample preparation charges consistent with the sample conditions for analysis as stated in the footer of the CSR. Wherever practicable these charges will be identified as a likelihood by Customer Service personnel however a charge will apply even if this condition has not been met.
8. Any changes notified to the Customer Service personnel during the execution of the CSR may be subject to a change in final price consistent with the nominated change. Customers will be issued with an updated CSR to reflect the new expected price.
9. Cancellation of analysis will incur an administrative fee where preparation or analysis has not commenced or the full analytical fee where analysis has commenced. If preparation or analysis has commenced, the result will be reported consistent with AWQC accreditation and certification.
10. CSR provide GST inclusive prices. A tax invoice will be prepared in accordance with GST legislation at a frequency agreed in the CSR.
11. A minimum invoice fee will be charged for all work conducted. The minimum fee is detailed in the footer of the CSR along with batch charges, sampling charges, overtimes charges and charges for preliminary reports. These charges will be quantified on tax invoices.
12. Prior to the AWQC executing a CSR, AWQC may make such enquiries as to the credit worthiness of the customer as it deems appropriate and may at its absolute discretion deny or limit the availability of credit to the customer on such terms and conditions as AWQC deems fit
13. Any customer who appears in SA Water's bad debtor list will only be able to select a prepayment option for any services.
14. Payment terms are strictly 21 days. A late fee may be applied if payment is not made by the due date.

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Records

15. Records will be kept for a period consistent with NATA and or ISO9001 requirements whichever is the greater.

Sample receipt and handling

16. The customer is responsible for the collection and delivery of samples to the AWQC for analysis.
17. All samples arriving at the AWQC must be delivered to the Customer Service Unit adjacent to the main administration building.
18. All bottles must be labelled. Labels must contain sufficient information to determine ownership of the sample and unique identifiers for each bottle consistent with information provided for the CSR. All bottles must have a contact phone number included if AWQC labels have not been used.
19. Where AWQC determines upon arrival that the integrity of the sample may have been compromised, it will endeavour to contact the customer to ascertain whether the customer still wants the analysis to go ahead. Where the customer cannot be contacted, AWQC will in its absolute discretion make a decision whether to proceed or not with the analysis and the customer shall be liable for such charges thereon.
20. Where customers have sent Chain of Custody forms, these will be signed by staff receiving the sample and faxed back as appropriate to the owner's details on the Chain of Custody form.
21. Samples will only be received between the hours of 8.30am and 4.30pm Monday to Friday excluding public holidays. Samples arriving after 4.30pm will be received at the discretion of Customer Service staff and will be deemed to have been received the following day for the purpose of measuring turnaround time.
22. Receipt and analysis of samples outside of these hours will be negotiated with Customer Service staff on an individual basis and must be confirmed in writing.
23. Samples requiring receipt and extraction to meet AS5667 holding time recommendations must be identified to Customer Service personnel at the time of creating the CSR to flag samples as needing immediate attention upon arrival. Failure to do so will invalidate any obligation AWQC may have to meet these holding times.
24. Meeting holding times as per AS5667: Water Quality - Sampling (Part 1: Guidance on the design of Sampling Programs, sampling techniques and the preservation and handling of samples), cannot be guaranteed for samples received after 4.30pm.
25. The customer must give written notice on each bottle of all known safety, quarantine or health hazards and special procedures relevant to the handling, testing, storage, transport and disposal of samples. AWQC reserves the right to refuse to conduct any test where AWQC in its absolute discretion determines such testing may pose a safety, quarantine or health hazard. AWQC reserves the right for samples deemed hazardous by AWQC to be returned, to the customer, at the customer's expense.
26. The customer acknowledges that during conduct of the services the samples or parts of samples may be altered, damaged, lost or destroyed. AWQC shall not be liable to the customer or any third party for any samples that are altered, damaged, lost or destroyed during conduct of the services.
27. The customer is responsible for ensuring that samples supplied for testing are representative of the product or material to be analysed and for retaining any duplicate or control samples.
28. Unless AWQC has otherwise agreed in writing, AWQC shall not be obliged to return samples to the customer and may in its discretion store, experiment on, destroy or dispose of samples.

Turnaround times and results query

29. It is the customer's responsibility to ensure all required information is received by the AWQC pertaining to the samples in order for turnaround times to be met.
30. Should delays be incurred due to insufficient or inappropriate information being supplied, the AWQC will not be bound to agreed turnaround times.

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31. Queries of results or requests for repeat analysis must be undertaken within a week of receipt of Certificate of Analysis. Should a repeat analysis confirm original results the customer may be charged for the repeat analysis. Please note that for some analyses, holding times that have been exceeded will impact on test results and a repeat analysis may not be able to confirm original results under any circumstances. Additional charges will be made if repeat testing of samples using experimental or alternative procedures is required.

Legal obligations

32. AWQC, its proprietor, its officers, employees and agents are under no legal obligation to provide information (other than that required by AWQC pursuant to its contract with the customer) or expert witnesses as an outcome of any testing undertaken at AWQC.
33. Any request for further information or expert witnesses should be addressed in writing by the customer to AWQC, which will in due course notify its decision in writing.
34. In circumstances where AWQC, its proprietor, its officers, employees or agents agree or are required to provide information or appear as expert witnesses as an outcome of testing undertaken at AWQC an hourly fee will be charged to the customer.

Intellectual Property

35. All intellectual property rights associated with sample analysis methods, processes and reports are vested, and shall remain vested, in AWQC. No other party may replicate or appropriate the method or any part thereof for any use, be it commercial or otherwise, without the express written consent of AWQC.

Force majeure

36. AWQC shall not be responsible or liable for any delay to perform any of its obligations when such delay or failure to perform any of its obligations is caused by unforeseen circumstances beyond its reasonable control.

Exclusion of warranty

37. To the full extent permitted by law AWQC excludes all warranties, terms, conditions or undertakings (terms), whether express or implied, in relation to services, the report or its contents. Where any legislation implies any terms which cannot be excluded or modified then such terms shall be deemed to be included. However (to the full extent permitted by law) AWQC's liability to the customer is limited at AWQC's option to the re-performance of service or the refund of service fee.
38. Without limiting the generality of this clause, it is agreed that, to the full extent permitted by any applicable Commonwealth or State law, AWQC will not be liable to the customer or any other person for any loss of profits or business whether directly or indirectly incurred or any special, indirect or consequential damages arising from the customer's use of AWQC's services or reports.

Customer's release and indemnity

39. The customer hereby releases and indemnifies and shall continue to release and indemnify AWQC, its officers, employees and agents from and against all actions, claims, proceedings or demands (including any costs and expenses in defending or servicing same) which may be brought against it or them, in respect of any loss, death, injury, illness or damage to persons or property, and whether direct or indirect and in respect of any infringement of any industrial or intellectual property rights, howsoever arising out of the use of the report or the services of AWQC.

Customer's acknowledgment

40. The customer acknowledges that:
- the customer at its own risk uses the report and its contents and any advice, opinions or information supplied by AWQC, its officers, employees or agents concerning the service
 - the service is performed on the understanding that the customer will not hold AWQC, its officers, employees or agents liable for any loss or damage resulting from the conduct of the service or the use of or reliance upon the report or its contents
 - it is the responsibility of the customer to make its own assessment of the suitability for any purpose of the service, report and its contents and any information or advice generated there from.

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Governing Law

41. The services are governed by the laws of the State of South Australia unless Commonwealth law prevails.

Public Statement or use of AWQC name

42. The customer will not without the prior written consent of the AWQC make any reference to a report or its contents or the services of the AWQC in any form of advertising, endorsement, packaging, labelling, or any other way relating to a product of the customer. The customer will not make any press release or public statement about the services or AWQC without AWQC's written consent.

43. The customer will seek written consent prior to publishing of PDF reports on customer web sites.