

## Analytical and Consulting Services

### Provision of Services

1. The Australian Water Quality Centre (AWQC) will provide analytical services consistent with its certification to ISO9001:2008 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 Water's Delegations of Financial and Procurement Authority as personnel authorised to commit the Corporation to the delivery of services.

### Samples Under Contract

3. A Customer Service Request (CSR) or quotation is produced by the AWQC for all analysis and proposed services, detailing the work to be done and the manner in which it will be performed. A copy of the CSR or quotation will be provided to the customer. Acceptance of the CSR or quotation must occur before work can proceed. Formal acceptance of the CSR or quotation will place any samples delivered or services initiated under contract. Failing to notify the AWQC of acceptance of the CSR or quotation will invalidate any obligation with respect to receipt or timely analysis of samples or provision of agreed services. Any samples received 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 CSR or quotation are complete. Only those samples that conform to what is expected and detailed in the CSR or quotation sent to the customer will be deemed under contract and subsequently be received and analysed. In all cases where samples are not under contract AWQC personnel will attempt to contact the customer with whom the CSR or quotation has been established. Where the customer cannot be contacted the decision to receive samples will be at AWQC personnel's discretion. In all cases analysis or experimentation conducted will incur the standard fee and a further service fee may be charged to cover expenses in managing mismatched samples. Samples held but not formally accepted will be disposed of at the discretion of AWQC personnel and a service fee may apply.

### Pricing, Accounts and Payment

5. A quotation is valid for 30 days from the date of issue unless otherwise specified.
6. All charges will be consistent with the prices contained in the CSR or quotation.
7. Should any of the details in the CSR or quotation, 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.
8. The AWQC reserves the right to apply sample preparation charges consistent with the sample conditions for analysis as stated on page 4 of the CSR or quotation. Wherever practicable, the possibility of these charges will be identified by AWQC personnel, however a charge will apply even if this condition has not been met.
9. Any changes notified to AWQC personnel during the execution of the CSR or quotation may be subject to a change in final price consistent with the nominated change. Customers may be issued with an updated CSR or quotation to reflect the new expected price.
10. Cancellation of analysis or experimentation will incur an administrative fee where preparation or analysis has not commenced or the full analytical or service fee where analysis or experimentation has commenced. If preparation or analysis has commenced, the result will be reported consistent with AWQC accreditation and certification.
11. A tax invoice will be prepared in accordance with GST legislation at a frequency agreed in the CSR or quotation. GST does not apply to international customers.
12. A minimum invoice fee may be charged. The minimum fee is detailed on page 4 of the CSR or quotation along with batch charges, sampling charges, overtime charges and charges for preliminary reports if applicable. These charges will be quantified on tax invoices.
13. Prior to the AWQC executing a CSR or quotation, 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.

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14. Any customer who appears in SA Water's bad debtor list will only be able to select a prepayment option for services. Prepayment is required for international customers, where confirmation of payment from SA Water's Accounts Department will allow the commencement of testing.
15. Payment terms are strictly 21 days. A late fee may be applied if payment is not made by the due date.

**Records**

16. Customer data is held confidentially and is not made available to any other party other than the customer's nominated contact personnel. Details of the customer, their requested services and results of testing are held securely within the AWQC's Laboratory Information System.
17. Records will be kept for a period consistent with NATA and or ISO15489.1-2000 requirements, whichever is the greater.

**Sample Receipt and Handling**

18. Unless otherwise specified in the CSR or quotation, the customer is responsible for the collection and delivery of samples to the AWQC for completion of quoted services. Once a CSR or quotation has been approved, AWQC will at the customer's request provide appropriate sample bottles to ensure the integrity of the sample is not compromised. Certain analyses require specific sampling techniques and the use of pre-dosed bottles to preserve the analytes of interest. Samples from customers who do not use appropriate bottles or follow the required sampling techniques will be accepted however AWQC cannot guarantee the validity of the results due to possible contamination of bottles and/or degradation of the analytes of interest.
19. Upon arrival all samples are received into the Laboratory Information Management System (LIMS). An automated Sample Receipt Notification will be sent to the customer informing of the temperature recorded on each bottle. It is the responsibility of the customer to contact AWQC and stop testing if the customer feels that the integrity of the samples has been compromised. Unless otherwise directed, the samples will be analysed and the results qualified on the Final Analytical report.
20. Where AWQC determines that the integrity of the sample may have been compromised, it will endeavour to contact the customer to ascertain if AWQC should proceed with the quoted services. Where the customer cannot be contacted, AWQC will in its absolute discretion make a decision whether to proceed or not with the quoted services and the customer shall be liable for all charges relating to all services performed by AWQC pursuant to these Terms.
21. All samples for AWQC must be delivered to the AWQC Sample Receipt Area, SA Water House, 250 Victoria Square Adelaide - entry at rear of building from Angas Street Laneway.
22. All bottles must be labelled and detail sample collection date and time. Labels must contain sufficient information to determine ownership of the sample and unique identifiers for each bottle consistent with information provided for the CSR or quotation. All bottles must have a contact phone number included if AWQC labels have not been used.
23. Where customers have sent Chain of Custody forms, these will be signed by staff receiving the sample and sent back following instructions on the Chain of Custody form.
24. Where relevant it is suggested that all samples be submitted on ice in which the chilling process has already begun.
25. Samples will only be received between the hours of 8.30am and 8.00pm Monday and Tuesday; and 8.30am and 4.30pm on Wednesday, Thursday and Friday excluding public holidays. Samples arriving after 4.30pm will be deemed to have been received the following day for the purpose of measuring turnaround time.
26. Receipt and analysis of samples outside of these hours will be negotiated with AWQC personnel on an individual basis and must be confirmed in writing.
27. Samples requiring receipt and extraction to meet AS5667 holding time recommendations must be identified to AWQC personnel at the time of creating the CSR or quotation 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.
28. 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.

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29. The customer must give written notice 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 testing 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.
30. 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.
31. 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. The analytical results obtained relate only to the samples submitted for testing. Any assumptions or generalisations made from these results are done so at the discretion of the customer – no responsibility is taken by the AWQC in this matter. It is the responsibility of the customer to retain any duplicate or control samples that they may require.
32. 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. If samples or products are to be returned, to the customer, this will be done at the customer's expense.

**Turnaround Times and Results Query**

33. For work contracted by CSR, turnaround time is defined as the time elapsed between the sample being received at the AWQC (where AWQC Sampling personnel have not collected the sample) and the test being authorised and available to customers on request for preliminary reporting. Samples received after 4.30pm will be deemed to have been received at 8.30 am on the following business day. Where samples are collected or picked up by AWQC Sampling personnel the turnaround time is defined as starting at the time of sample collection or pick up in the field.
34. Report due dates are estimated and are dependent on the length of project, the expected turnaround time of each test on each sample and the likely results obtained. A change in experimental protocols or unexpected data may result in a change to anticipated reporting dates. An estimate does not constitute an agreement to deliver the report at that time but every effort will be made to do so. The customer will be notified of changes in report date as required during the test program.
35. It is the customer's responsibility to ensure all required information is received by the AWQC pertaining to the samples in order for agreed turnaround times and/or reporting dates to be met.
36. Should delays be incurred due to insufficient or inappropriate information being supplied, the AWQC will not be bound to agreed turnaround times or reporting dates.
37. Queries of results or requests for repeat analysis or testing must be undertaken within a period agreed with the customer after receipt of Certificate of Analysis or report. Should a repeat analysis confirm original results the customer may be charged for the repeat analysis or testing. 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 testing of samples using alternative procedures is required. New samples, or duplicates, outside of the original quotation requiring testing will also incur an additional charge.

**Expert Evidence**

38. 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.
39. 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.
40. 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**

41. 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. The customer is granted a non-exclusive, non-

transferable, royalty-free licence to use any report provided by AWQC as part of the services for its own internal purposes.

**Force Majeur**

42. 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**

43. 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.
44. 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**

45. 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**

46. 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.

**Governing Law and Jurisdiction**

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

**Public Statement or Use of AWQC Name**

48. 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.
49. The customer will seek written consent prior to publishing of PDF reports on customer web sites.

## Field Services Specific Terms & Conditions

**Provision of Services**

50. The Australian Water Quality Centre (AWQC) offers field services including the analysis and collection of samples in the field. This will be provided within the scope of accreditation with National Association of Testing Authorities, Australia (NATA) and certification to ISO9001:2008.

**Notification Period**

51. The AWQC will provide field services when a minimum notification of two (2) weeks is provided by customers detailing services required. Should urgent field services be required, shorter notification periods can be negotiated subject to the availability and capacity of the service and necessary information to ensure safe and efficient collection.

**Failure to Collect Samples on the Nominated Day**

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52. Whilst every effort will be made to collect customer samples on the nominated day as detailed in the Customer Service Request, where circumstances prevent this happening, the customer will be notified and an alternative collection date will be arranged.

### Safety

53. During the first sampling event and prior to sample collection a Field Services Representative will carry out a risk assessment to allow safe collection of the sample(s). Should any risks be present that cannot be mitigated by the Representative to allow safe collection, sampling will not take place. An attendance charge may apply.
54. Where a customer requires a risk assessment in advance of the sampling event a standard fee shall apply.
55. Customer's site inductions for Field Services personnel will incur a charge for any period exceeding 15 minutes in excess of the sampling event itself (the process of preparing sample points and filling bottles for analysis).
56. Specific site requirements must be provided in writing at least two (2) weeks prior to the sampling event. This may include, but not be limited to, only one industry specific site visit by one sampler per day (e.g. farms), or specific immunisation requirements.
57. Should the customer require Field Services personnel to sign any documentation prior to obtaining site access, a copy of the documentation shall be provided up to two (2) weeks in advance of the first sampling event.

### Provision of Information

58. All contact details of relevant customers who will meet the Field Services Representative during the sampling event or where no customer will be present, the details of a customer's representative who is familiar with the sampling location, will be provided to AWQC Customer Service personnel a minimum of two (2) weeks prior to the first collection event.
59. The customer will be required to meet a Field Service Representative during the first collection event at each different location. Where this is not possible, detailed maps and photographs identifying the location and sampling point must be provided.
60. For routine sampling AWQC will work with the customer to establish permanent signage including bar coding, photographs and GPS coordinates for sampling points.
61. Where access to sampling sites is not provided directly by the customer, sufficient instructions, information or keys will be provided to ensure direct access to a sampling point location without delay. Where this may not be possible, any delay exceeding 15 minutes will incur additional fees commensurate with the additional time taken.
62. Each sample pick up must have appropriate documentation including a signed Chain of Custody Form. Where the customer has not provided one the Field Services Representative shall request the completion of a standard AWQC Chain of Custody Form. Any delays in completing the form may incur charges.

### Charges

63. Field Services will incur charges as detailed in the Customer Service Request. The Customer Service Request is an **estimate** of likely charges which may vary depending on what is collected and the complexity of the work.
64. Charges will normally apply per location. Should more than 15 minutes be required at one location additional charges will apply proportionate to the time spent at that location.
65. Cancellation of Field Services less than 48 hours before collection will incur an administration charge.
66. All samples to be picked up by Field Services personnel must be available no later than 8am on the nominated day for pickup. Where this may not be possible specific details must be negotiated a minimum of two (2) weeks prior to the first sampling or pick up event. Any delays will incur charges.
67. If Field Services personnel attend a site as agreed with the customer and the customer is unavailable at that time, an attendance fee may apply.
68. Bottles and labels appropriately prepared for preservation can be provided where customers collect their own samples. A minimum notification of three (3) weeks is required to access this service.

## Waterscope Specific Terms & Conditions

### Provision of Services

69. The Australian Water Quality Centre will provide access to the Web Browser based Waterscope product at its discretion and can revoke access to customers at any time without notification should it deem this necessary for security purposes.
70. SA Water provides access to Waterscope on the understanding that from time to time the system may be required to be off-line for various reasons. Users of Waterscope will be notified by email in advance no less than 24hours before going off-line.

### Acceptance of Terms & Conditions

71. Utilising the provided username and password for access to the Waterscope product constitutes acceptance of these Terms and Conditions.

### Security

72. All users of the Waterscope product accept that under no circumstances shall their username and password be provided to any person either in their own organisation, a third party or SA Water at any time or for any reason. Should administrators require external access to this account they will reset the password and notify the customer of the new password.

### Charges

73. Charges for the ongoing use of Waterscope will be detailed in writing and use of the supplied username and password will constitute acceptance of ongoing charges.
74. Training on use of the product will be provided when accounts are initially established. Further training courses required for new personnel or as a refresher for existing personnel may be charged at the AWQC trainer's hourly rate.
75. Charges will apply should non-standard reports be required. The charge will be presented to the customer in the form of a quote. Customers must formally accept the quotation before report preparation proceeds.
76. Ongoing changes to reports will also incur charges commensurate with the work required.

### Notification of Data Changes and Exceedance Notification

77. Reports generated at a point in time will potentially become outdated within 15 minutes. The customer accepts that use of the data in each report is at their own risk. Should data change at any point in time, only the key account holder of the AWQC account will be notified by electronic mail that this change has occurred. It is the responsibility of this customer to notify all parties (including third parties) with access to reports containing the changed data that the change has occurred.
78. The customer accepts responsibility for notifying the AWQC in writing two (2) weeks in advance should the electronic mail details change for this account holder or any other user of Waterscope within their organisation.
79. The AWQC accepts no liability for any electronic notification that once generated in the system fails to reach the customer for any reason whatsoever whether originating from SA Water's network system, or the customers, or any party responsible in between. The customer is responsible for maintaining their own electronic mail service to ensure emails sent to notify of exceedances can be received.
80. An electronic mail message will be sent to the customer nominated as the key account holder should any analysis exceed a guideline value that AWQC has agreed to monitor on the customer's behalf.