

Any order placed with Hoad Water Cartage Pty Ltd ABN 98 781 093 261 ('**Andy's Water**', 'we', 'our', or 'us') constitutes your ('you' or 'your') agreement to be bound by these terms. These Terms & Conditions are subject to change and will be updated on our website. It is your responsibility to review the Terms & Conditions before placing an order. By proceeding with an order, you confirm your acceptance of the current Terms & Conditions. The Terms & Conditions in effect at the time of placing an order will apply to that order. Any updates to the Terms & Conditions will apply to future orders. Receipt of Goods by you upon delivery constitutes acceptance of the Terms & Conditions that applied at the time of ordering.

1. Orders

1.1 Your placement of an order with us constitutes an offer by you to purchase Goods and Services from us on these terms. Details of the order will be relayed to you via email, outlining key information about the order. It is your responsibility to review and confirm that the details provided are correct.

1.2 For Goods deliveries, our acceptance of the order creates a binding contract between you and us on these terms and conditions.

1.3 For some Services, such as Tank Cleaning, a site inspection may be required before acceptance of the order, and a fee may apply. An approved site will give rise to a binding contract between you and us on these terms and conditions.

1.4 Such services are billed based on the time allocated and spent, not the completion of a full service. If additional time is required beyond the agreed duration, this will be charged at the applicable hourly rate. Refusal to approve additional time does not waive the obligation to pay for time already spent on the service.

2. Delivery

2.1 We will deliver the Goods and supply Services to the address stated in the Invoice.

2.2 Signing your Delivery Docket document will constitute acceptance in full of your order. Where:

- We are able to provide Services or effect delivery of your Goods but you are not home, we will provide the Services or deliver the Goods and leave an unsigned Delivery Docket to confirm delivery. No dispute of delivery within 24 hours of Goods or Services being delivered will constitute acceptance of your order in full.
- We are unable to provide Services or effect delivery of your Goods, we may amend or cancel the order by giving notice to you by any means.

2.3 Where you have an issue or concerns regarding the Services provided or Goods delivered, you agree to inform us, either by phone or in writing, within 24 hours of delivery of Goods or Services.

2.4 If Goods or Services are no longer required, a Cancellation Fee will be charged as follows:

- If less than 24 hours notice of cancellation is given, a cancellation fee will apply.

- If we arrive onsite and you decline the delivery, you will be charged a cancellation fee plus the full cost of Goods or Services.

2.5 We will provide a 'delivery window time' of either AM or PM for your requested delivery date. If you require a specific time (a 'nominated' delivery time), a surcharge of 20% of the total order cost will apply. Such deliveries can be made within 30 minutes, either side, of the nominated time.

2.6 We will use reasonable endeavours to provide Services or deliver Goods to you in accordance with the delivery date stated in your Invoice. We are not liable for any loss/damage, including consequential loss/damage, arising from delay in delivery or failure to deliver Goods or Services, either whole or in part, due to circumstances beyond our control.

2.7 Vehicle Access & Safety:

- Customers are responsible for ensuring safe and suitable vehicle access to their property for deliveries.
- If access is obstructed, unsafe or unsuitable for our vehicles, we reserve the right to refuse delivery, and a non-delivery fee will apply.
- If a vehicle is damaged or requires towing due to avoidable situations caused by the customer (e.g. unsuitable terrain, neglect or failure to disclose risks), the customer will be liable for all related costs.
- Customers are encouraged to contact us if they are unsure about access suitability. Photos can be sent to sales@andyswater.com.au for confirmation.
- The delivery area must be free from trip hazards, and there must be adequate clearance around the vehicle to mitigate fire risk.
- Steep driveways or unsafe conditions may result in non-delivery, and applicable fees will be charged.

3. Water Quality Disclaimer

3.1 At Andy's Water Transport, we take great care in ensuring the highest quality water is delivered to you. Our spring water is subject to rigorous testing before being supplied, and water sourced from mains outlets undergoes quality assurance testing by SA Water. Additionally, all water is transported in food-grade containers that meet strict safety requirements.

3.2 We are not responsible for the condition of your water tank. Over time, tanks may accumulate sediment or other debris, which can be stirred up during the delivery process. We do not inspect or assess the condition of tanks prior to delivery. If you are uncertain about the condition of your tank, we recommend arranging an inspection before delivery.

3.3 If, after delivery, the water quality is deemed unsatisfactory, this is likely due to pre-existing conditions within the tank. Unfortunately, we cannot be held responsible for water quality issues arising from tank conditions.

4. Payments, Price Variation & Title Retention

4.1 We reserve the right to suspend delivery of further Goods if your terms of payment are not strictly adhered to.

4.2 Failure to pay invoices on time may result in an immediate credit hold and a withholding of supply until payment is made.

4.3 Furthermore, we reserve the right to apply a Late Payment Fee equal to 3% of the outstanding amount on any invoice overdue.

4.4 If you do not respond in a timely manner to our requests for overdue payments, you will receive a Final Notice which, if not responded to, will be forwarded to our debt collection agency.

4.5 Any expenses or costs incurred by us in recovering any outstanding monies, including debt collection agency fees or solicitor's and court costs, will be passed on to you.

4.6 If you fail to respond to our Final Notice and/or our debt collection agency in relation to settling an overdue payment, we may list information about the payment default with a credit reporting body.

4.7 From time to time, we may adjust any price, or apply a fee or a levy, and you agree to pay any such adjusted price to take account of variations that may arise from any of the following:

- Delays in Services and delivery of the Goods as a result of instructions or lack of instructions from you;
- Your failure to pay in accordance with payment terms;
- Your failure or inability to fulfil the obligations under the Contract or other circumstances beyond our control;
- Variation in the cost of us acquiring the Goods, such as fuel;
- Any correction of errors or omissions on the part of Andy's Water or any of its representatives.

4.8 Title to Goods remains with Andy's Water until full payment is received. We reserve the right to enter any property to reclaim unpaid Goods.

5. Indemnity

5.1 You indemnify us in respect of any loss, injury, expense or claim arising out of the supply by us of the Goods and Services, or their storage, installation, use, operation or maintenance, except to the extent that such loss, injury, expense or claim is caused by our negligence.

6. Force Majeure

6.1 If we are unable at any time to perform any of our obligations, whether wholly or partly, by reason of any cause beyond our control (including, but not limited to, acts of God, inclement weather, strikes, lockouts, fires, riots, civil commotion, interference by civil or military authorities, or acts of war), we may give written notice to that effect. In such a case, our obligations shall, to the extent affected, be suspended during the term of the force majeure event. We shall not be liable for any loss or damage suffered by you as a result.

7. Governing Law

7.1 These terms and conditions are governed by the laws of South Australia. You agree to submit to the jurisdiction of the courts of South Australia.

8. Notices

8.1 All notices under this agreement must be in writing and sent by email or post to the contact details provided in our correspondence or as listed on our website.

9. Privacy

9.1 We are committed to protecting your personal information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles.

9.2 We collect and use personal information to provide our services, process payments, and communicate with you about your orders.

9.3 If you have any concerns regarding privacy, please contact our Privacy Officer at:

Andy's Water Transport

PO Box 269, Uraidla SA 5142

or visit our website at andyswater.com.au