

# Terms and Conditions of Free Pure Water System Offer

Last updated Sept 2021

## MAINTENANCE, SERVICE AND FILTER CHANGES AGREEMENT TERMS

1. Pure Water Services Australia (Heron after referred to as PWS) agrees to make available free of charge a Pure Water System (usual retail price of \$1880, including installation and GST) to client and provide maintenance, service and filter replacements as detailed heron, upon payment by the client for the prescribed service agreement charges for the duration of this agreement, being a minimum 48 month term.
2. Cancellation of Service Agreement by client within the specified 48 month minimum term of this agreement period will incur a 'early cancellation fee' of \$380, to cover the system installation, removal and site restoration costs. (No fees apply if cancelling/system removal after the 48 month term).
3. The service shall commence from the date of the installation and continue subject to the agreement period and consists of the following 'Peace of Mind Guarantee':

Insert guarantee page here

4. Service on PWS supplied equipment may only be carried out by an authorised PWS Service Technician. Service and filter cartridges may only be changed using PWS supplied filter cartridges and to only be fitted by an authorised PWS Service Technician.
5. Service calls will be carried out once booking confirmation is made with the client, usually via text or email when due.
6. Failure to not accept required PWS Servicing by a PWS Service Technician, with approved replacement filter cartridges voids the agreement and equipment value of \$1880 becomes immediately payable by client.
7. Client accepts responsibility for timely payment and accepts a late payment charge of \$21.90, incurring and accumulating monthly, until client rectifies account arrears or enters into an approved payment arrangement.
8. If clients account remains overdue for sixty days or more, including lost, damaged or missing pure water system then PWS has the right to cancel this service agreement, thus \$1880 becomes immediately payable by client.
9. If invoice for equipment/installation value of \$1880 become overdue (payable within 7 days). The client

accepts PWS will result in immediate legal action/debt recovery and client agrees to make payment for any associated legal costs, and court filing fees.

10. Client agrees on behalf of the property owner(s) to accept a lien being placed on property title with relevant land registry office in their state, and to pay for caveat lodgement and caveat removal fees once debt (and associated legal costs if applicable) becomes fully paid.
11. All communication regarding the products or servicing, should be addressed to 'Pure Water Services' whose address and contact details are found on this website contact page.
12. Client accepts limited liability from PWS for any legal expenses or damages caused by equipment or installation to the amount not exceeding five hundred dollars, with such damages to be reported to PWS within 30 days of such incidence.
13. The Pure Water System always remains the property of PWS or until client makes full payment for equipment/installation value of \$1880, upon default of the service agreement payment(s).