



TERMS AND CONDITIONS POLICY

Any Instructions received by Artesian & Solway Water from the customer for the supply of Services & Goods shall Constitute a binding contract and acceptance of terms & Conditions contained herein.

Prices and Payment

- Prices include GST and payment is required prior to delivery (latest the day before) unless otherwise arranged. Delivery will be refused if payment is not received.
- An invoice will be sent via email and text either at the time of booking (if delivery is within 7 days approx.) or approx. 3 days prior to delivery for longer advance bookings.
- An additional \$50 charge will apply if **a)** hose over 40m is required **b)** water is being split over multiple tanks requiring relocation of hoses / truck (please discuss with us if you are not sure).
- Surcharges apply on Sundays and Public Holidays and we reserve the right to charge for urgent deliveries when admin time is required to move other customers to accommodate.
- On account customers will be required to pay strictly on or before the due date specified on the invoice as per credit terms.
- Interest may be charged on any amount owing after the due date at our discretion, charged weekly.

Cancellations, Rescheduling and Refunds

- You can reschedule / cancel any time for free before 3pm the day prior to delivery due date. If cancelling after this time we will process a refund, **but a \$50 admin fee will be retained.**
- We will send text reminders and require confirmation of advance bookings (over 7 days) before we will deliver.
- Any bookings less than 7 days in the future will not be sent a reminder and delivery will go ahead as booked once payment is received.
- We will do our best to accommodate rescheduling requests, but it may result in your booking going to the next available date.
- It is the customer responsibility to know their own tank set up and monitor water levels reliably.

The job will be charged at full price if any of the following apply and we have not been contacted to discuss, inform or cancel:

- We are on route at the time of cancellation or arrive and have not received a cancellation.
- We arrive and tanks are full or cannot fit a full load.
- The issue is a faulty pump, or you have a leak
- We cannot safely deliver the water due to access issues or any other reason at drivers discretion.

Delivery

- We will do our best to accommodate requested times, but we cannot guarantee to be at a property for a specific time. Date and times are estimates and we will not be liable for any loss or damage incurred by the Customer as a result of the delivery being late.
- You are buying for 10,000 litres per load, but our tankers carry 500-1000 litres extra to allow for any leakage. It is usual for some leakage from hose joints and this can be more significant depending on the angle of the truck/hoses to the tank.

Risk

- You accept that the water we deliver is untreated (chemical free / unchlorinated), undergoes regular testing and has been assessed by the Ministry of Health as fit for drinking and far exceeds drinking water standards. The Ministry of Health state that drinking water from untreated water sources (including rainwater) should be treated to be sure it is safe to drink. In accepting any water provided by Artesian & Solway Water the Customer accepts they are drinking untreated water. More information can be found on our website, on your delivery docket and in the Ministry of Health publication on "Water Collection Tanks and Safe Household Water" (Code: 10148) or contact your local council, Public Health Unit or Drinking Water Assessor.
- You accept and understand that new water added to your tank may stir up existing sediment and debris. The Ministry of Health recommends leaving the water for 2-3 hours to settle before using to prevent clogging of filters, pump stress, and cloudy water.
- We will also let you know if we believe your tank requires a clean where possible, but we are only carriers of water and will not be held liable for any water contamination resulting from inadequate, unclean, damaged or leaking pipes, water tank storage systems, filters, contaminated gutters or roofs, mixing with water, sediment or other contents already present in tanks.

Access

- We reserve the right to charge waiting time if delayed on site due to being unable to access tanks in a timely manner e.g. delay in new tanks insitu, parked cars or low hanging branches blocking access or other circumstances that are the customers responsibility to prevent or communicate with us prior to delivery.
- Driveways should be a minimum of 3.5mtrs wide and free from obstacles that can damage or prevent access.
- If we arrive and cannot deliver adequately the job will be charged at full price or extra charges may apply.
- Artesian and Solway Water accept no liability for any loss or damage to the customer's property where they are accepted to drive onto the customer's property to deliver water. They will not be liable for any damage caused to any culverts, driveways, gardens, lawns, or septic fields.
- The Customer must inform us in writing if they have a septic system located in the area where the truck is expected to operate.
- Truck tyres will sometimes leave marks on concrete drives or shift loose gravel. You accept this risk on allowing us onto your property. Please discuss with us if you have a new driveway or have concerns regarding your property prior to delivery.

- Dogs and children should be secured and in a safe place during the delivery.
- We have the right to refuse a delivery at any time if the driver deems any site to be unsafe or has any access concerns.

Disclaimer & Limitation of Liability

- Information provided 'as is' without warranty of any kind, either express or implied. While every effort has been made to provide the most accurate information available we advise that information here, in any other communications and on website may contain technical inaccuracies or typographical errors.
- Artesian and Solway Water may at any time and without notice make improvements and/or changes in this information. To the fullest extent possible and subject to applicable law, Artesian and Solway Water disclaims all warranties, express or implied as to the material and information and the operation of information and website. available is free of any virus or other harmful elements.

7. Jurisdiction

- These terms of use shall be governed by and construed and interpreted in accordance with the laws of New Zealand.

8. Modification

- Artesian and Solway Water reserves the right to amend these terms at its discretion at any time. Any change will be posted on this website and will apply as from the date such amended terms are posted on this website.

Definitions

- Artesian and Solway Water shall mean "Artesian & Solway Water", or any agents or employees thereof.
- "Customer" shall mean the Customer, any person acting on behalf of and with the authority of the Customer, or any person purchasing products, good and services from Artesian & Solway Water.
- "Services and Goods" shall mean all services, goods, water deliveries or products provided by Artesian & Solway Water to the Customer and shall include without limitation all water cartage and all general contracting services and the supply of associated goods and all charges for labour, hire charges, insurance charges or any fee or charge associated with the supply of Services and Goods or Water by Artesian & Solway Water to the Customer.

Privacy

- At Artesian and Solway Water, we are committed to protecting your privacy. We do not sell, trade, or rent your personal information to others. We may provide aggregate statistics about our customers, sales, traffic patterns, and related site information to reputable third-party vendors, but these statistics will include no personally identifying information.

Enquiries and Complaints

- If you have any questions on these Terms and Conditions, feedback or a complaint regarding the service or water you have received please contact us immediately by phone or email.

info@artesianwater.net.nz

Ph: 09 425 0086

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