

Terms & Conditions For Service & Payments

1. Methods of Bill Payment.

Payments can be paid through a pre-authorized bank withdrawal system (Direct Debit), Electronic Payment, Visa, Mastercard, Interac, Cash or Cheque. All remittances should be made payable to **Langdon Waterworks limited**.

2. Account Due Date.

Payment must be received by our office on or before the 25th of each month to avoid a late payment penalty. Note: the late payment penalty is not an arrangement to advance credit to you, it is charged for default. Customers must allow sufficient time for payments to reach our office by the due date. Some financial institutions take up to 4 business days to forward payments to our office. Any balance forward is overdue. Failure to receive a bill does not release the customer from responsibility to ensure their account is up to date. There is a charge for each payment that is returned.

3. Application for Service.

Contact our office to provide current billing information. A \$200 deposit and signed contract are required prior to taking possession. All terms and conditions are subject to change without prior notice.

4. Termination of Service.

Seven (7) days written notice prior to **relocation** is required to provide forwarding address, phone number, purchaser's name and date of move. The Owner is responsible for all charges on water account until transfer of title.

5. Non-Payment of Account.

The Company reserves the right to disconnect service with 48 hours notice for any of the following reasons: non-payment of account, tampering or vandalizing equipment, or non-registration for service. Reconnection will occur with full payment of account, reconnection fee of \$100 and a deposit of \$200.

6. Temporary Disconnection.

Temporary disconnection may be requested in writing for residents relocating for short periods of time. It should be noted however, that a reconnection fee of \$100 will be required. Langdon Waterworks accepts no responsibility for damage that might occur from disconnection of services.

7. Meter Disputes.

Requests for meter checks require 10 business days notice. If it is found that the meter is reading correctly within +/- 2%, the customer is charged all test expenses. If the meter is reading incorrectly by more than +/- 2%, the bills will be adjusted over the last three months by the proportion of accuracy determined by the test.

8. Meter Reading.

The Company reserves the right to render an estimated bill in the event a meter reading cannot be obtained.

IN CASE OF EMERGENCY, CALL 936-5161.

NOTICE OF ACCOUNT CHANGES

Acct. No.: _____ Effective Date: _____

Change of Ownership:

Forwarding Address & _____
Phone No: _____

Contact for Purchaser: _____

Personal Information:

Billing Name: _____

Phone No. (Home) _____ (Work) _____ Own: _____ Rent: _____ Landlord Contact: _____

Other: _____

LANGDON WATERWORKS LIMITED RESIDENTIAL WATER SUPPLY CONTRACT

TERMS AND CONDITIONS OF SERVICE:

These terms and conditions apply to all customers for residential and commercial water service provided by LANGDON WATERWORKS LIMITED, hereinafter referred to as "LWW", when LWW agrees to supply and the Customer agrees to take service of the supply of potable water subject to the following:

1.0 APPLICATION FOR SERVICE:

The Customer may apply for connection or reconnection of service at LWW's office and prior to such connection or reconnection of service, the Customer shall be required to execute LWW's standard form of contract and pay such charges as may be required pursuant to LWW's standard terms and conditions. Where the Customer and LWW have not executed a contract for service, the taking of service by the Customer constitutes acceptance by the Customer of these terms and conditions of service. All terms and conditions are subject to change from time to time.

2.0 SERVICE SUPPLIED:

2.1 Service shall, unless otherwise agreed, be provided at the Customer's service address. Except as provided below, LWW shall provide a supply of potable water to the Customer. LWW may, in order to inspect, repair, overhaul, reconstruct, test, or add to the distribution system, interrupt the supply of water but will give reasonable notice of any interruption in service wherever possible.

2.2 The service shall, unless otherwise agreed, be provided at the service address at the pressure available. The quality and purity of the water supplied shall comply with the requirements of the Alberta Environment License to operate. LWW shall not be under any liability to the Customer in respect of the quality and purity of the water supplied except if it fails to satisfy the requirements of the License as to the quality and purity thereof and it fails to take all necessary measures to remedy any impurity after receiving written notice to do so.

3.0 SUPPLY TO NON CUSTOMERS:

No Customer shall permit any person to take any water supplied to his service address by LWW to any other premises for the use of any other persons. If it comes to the knowledge of LWW that any customer has permitted the removal of water, LWW may charge such Customer for each billing period during which such removal occurred at a rate that is at least twice the normal consumption registered by LWW's meter.

4.0 RIGHT OF WAY:

The customer shall provide, as required by and without cost to LWW, on, over or under land or any buildings owned, leased or under easement by the Customer, a satisfactory easement, right of way, space and location for LWW's facilities, if any, required to provide service to that Customer. LWW shall have the right of free access to Customer's property for meter reading or the installation, maintenance or removal of any equipment. The meter and puck shall at all times be fully accessible to LWW for the purposes of reading the meter, making necessary inspections and repairs and shall not be blocked in any manner.

5.0 ACCOUNTS:

Accounts shall be rendered monthly or at such other intervals as LWW may elect. LWW reserves the right, in the event of being unable to obtain a reading of the water meter, to render its account based on an estimate without prejudice to its right to render a further bill after the meter is read. Accounts are due and payable when rendered and may be paid directly to LWW or any authorized collection agent. Failure to receive a bill does not release the customer from responsibility for payment. It is the customer's responsibility to ensure their account is up to date. An arrears charge at the rate of .5% per month (6% per annum) shall be payable on all accounts remaining unpaid on the 25th day of the month. The billing period shall begin with the initial supply of water and meters will generally be read during the third week of the month or on a schedule that is deemed necessary by LWW. The base service rate will be prorated on a per diem basis for the first and last month of service.

Note: The late payment penalty is not an arrangement to advance credit to you, it is charged for default. Customers must allow sufficient time for payments to reach our office by the due date. Some financial institutions take up to four (4) business days to forward payments to our office. Any balance forward is overdue. There is a charge for each payment that is returned.

6.0 COMMENCEMENT OF BILLING:

The billing period shall begin on the first of the month following the initial supply of service and the base rate will be prorated on a per diem basis for the first and last month of service.

7.0 METHOD OF BILL PAYMENT:

All remittances shall be made payable to Langdon Waterworks Limited and can be paid directly to LWW or any authorized collection agent as designated from time to time. Payments can be made through a pre-authorized bank withdrawal system (Direct Debit), electronic payment, VISA, Mastercard, Interac, cash or cheque.

8.0 DEPOSIT:

8.1 LWW shall collect from the Customer a deposit of \$200.00 to be held for a period of one year. The deposit amount may be amended from time to time as required by LWW.

8.2 Annual reviews shall be made of all deposits held for one or more years. Where the Customer's credit rating is satisfactory to LWW and regular payments have been made on the account, the deposit will be applied to the account with annual interest paid at the current bank rate.

8.3 Upon disconnection of service due to relocation, the deposit will be applied to any indebtedness of the Customer to LWW and the balance, if any, will be refunded to the Customer, with interest, provided that it is apparent the Customer will not be applying for reconnection. In the event disconnection occurs as a result of a violation of these Terms and Conditions, an additional deposit will be required, as well as, the current designated reconnection fee prior to restoration of service. Payment will be made by cash, debit, mastercard, visa or certified cheque and deposits will be held for an additional two year period.

9.0 DISCONNECTION:

LWW may refuse to connect a service or, without any prejudice to any of its legal remedies, discontinue service without notice in the event of any of the following occurrences:

- (i) non-payment of any account, or (ii) breach by the Customer of any one of LWW's terms and conditions of service, or (iii) any action or inaction by the Customer that would prejudice LWW's ability to supply service or to be compensated for that service under the terms of this contract, or (iv) new Customer taking possession of a serviced location without LWW's knowledge or executed Residential Water Supply Contract.

10.0 RE-CONNECTION:

When the customer's service has been disconnected for any reason, reconnection of service shall be preceded by correction of any or all of the conditions for which service was disconnected and by payment of the following:

- (i) all amounts due and payable to LWW, (ii) a deposit, (iii) a reconnection charge equal to the actual cost of reconnecting the Customer, but not less than \$100.00.

11.0 OWNERSHIP OF FACILITIES:

11.1 Notwithstanding the payment of any service connection fee by the Customer, LWW shall have full title to all equipment installed and

LANGDON WATERWORKS LIMITED
RESIDENTIAL WATER SUPPLY CONTRACT

ownership and responsibility will end at the point of delivery, referred to as the valve curb stop.

11.2 The Customer shall, at his own expense, install a connection for water service from the LWW curb stop, being the point of delivery, to the customer's service location and shall maintain it in good repair at all times.

12.0 POINT OF DELIVERY:

The point of delivery shall be the point where the valve is located at which point the service line would normally, but not always, exit directly onto the Customer's property.

13.0 METERS AND EQUIPMENT:

13.1 The customer shall provide space, access, suitable connections for installation and maintenance of LWW's metering equipment and puck at the sole cost of the Customer, included in the connection fee and at the direction of LWW. LWW shall retain ownership of the meter, puck, and related equipment after installation inspection and approval by LWW.

13.2 Any meter installation may be inspected by LWW or by the Customer at any time and shall, upon the written request of the Customer, and within 60 days of notice to LWW, be tested or calibrated.

13.3 In the event the meter is found to be accurate within 2% either way, the expense of the test shall be borne by the party giving such notice. In the event that the water meter is found to be inaccurate beyond the 2% limit, the bills for water supplied during the three calendar months preceding the test shall be corrected in proportion to the inaccuracy of the meter and such correction shall be accepted by both parties as settlement in full to that date of all claims on account of inaccuracy of the meter.

13.4 The Customer will provide, at its sole cost and expense, approved back flow preventers which must be connected to all outside taps and which must be inspected by LWW before service will commence.

14.0 LIABILITY AND INDEMNITY:

Except for damage, injury or loss occasioned by the gross negligence of LWW or its agents or employees acting within the scope of their employment, LWW shall not be liable for and the Customer shall indemnify and save LWW harmless against, any and all claims and demands which may be made against it as a result of any damage, injury or loss, howsoever caused, suffered by or brought onto the premises or property owned or leased by the Customer. Notwithstanding anything herein contained, LWW shall not be held responsible for any damage, injury or loss occasioned by interruptions, outages or leakage in the supply of water resulting from occurrences, howsoever caused and neither shall LWW be liable for damages resulting from loss of sale or production or throughout of the Customer's facilities for any reason whatsoever.

15.0 GOVERNMENT APPROVALS:

Notwithstanding anything to the contrary herein expressed or implied, the Customer's service shall be subject to LWW obtaining all government orders, permits, approvals, and consents required by law with respect to the supply of service.

16.0 TERMINATION OF SERVICE:

The Customer shall be responsible for all services supplied and charges to the date of termination of service. This date will coincide with the transfer of title for the service address. Termination at the Customer's request shall be preceded by 7 days written notice to LWW's office and will provide effective date, contact and forwarding address at a minimum. Without proper notice to LWW, the Customer agrees to be responsible for all charges incurred at the service address until LWW is properly notified of the change, including all legal costs of collecting such charges which may be incurred by LWW.

17.0 ADDITIONAL TERMS AND CONDITIONS:

Notwithstanding the aforementioned terms of this contract, the parties hereto further agree to: vary, modify, add or delete such terms and conditions as per Schedule "A" being part of this contract by reference and dealing with: specific conditions under which a new service may be taken.

WARNING

Installation of a service line or any connection whatsoever by any Person or his Agent or Contractor made to the LWW distribution system without knowledge of and with the express permission of LWW may result in removal of the connection by LWW at the cost, expense and sole liability of the party making the connection. Payment of any costs so incurred will be charged to the Customer and such charge must be paid in full before water service is taken, without limiting any other remedies which LWW may seek for damages or costs related to such unauthorized construction.

Any unauthorized operation of or tampering with LWW property including all valves and associated equipment or taking of water except under the terms of this contract with the knowledge and permission of LWW is illegal and persons involved with such activity will be prosecuted.

The above terms and conditions hereby agreed to effective this

LANGDON WATERWORKS LIMITED

per: _____

Invoice Number _____

Account Number _____

Deposit Amount _____

Signature

Signature

Signature

Print Name

Print Name

Print Name

Service Address

Mailing Address

Phone Numbers (W) _____

(H) _____

(C) _____

It is the account holders responsibility to ensure LWW always has your current contact numbers in case of emergency.