

ARMIDALE SHOWERHEAD EXCHANGE PROGRAM - Application Form

Customer Details (Please use address of property in which showerheads are to be installed)

Full Name

Address

Phone

Email

Showerheads exchanged (maximum of 1 per residence) FREE

Satinjet or Bermuda

*Stocks of showerheads are limited and will be allocated on a first come basis.



Satinjet standard Hi Rise Shower

Model 13-7053 (FLX150)

Colour: Chrome

Manufacturer: Methven

WELS: 3 Star (7.5L/minute)



Bermuda Flexispray Hi Rise Shower

Model 30-4004B (FLX96)

Colour: Chrome

Manufacturer: Methven

WELS: 3 star (9.0L/minute)

Property consent declaration (please tick the appropriate boxes)

I declare that:

I have read and agree to the Terms and Conditions, and

I am the owner of the property, or

I have the consent of the property owner/s for the exchange of the showerhead/s

Signature

Date

Office use only

Officer (initial)

Date

Old shower head exchanged Application form signed Proof of address provided

If Council implements other water-saving rebates, would you be interested in receiving information about them?

*Council recommends a licensed plumber remove and re-install showerheads.

Terms and Conditions:

1. The Showerhead Exchange Program is made in accordance with these Terms and Conditions.
2. In these Terms and Conditions, 'Our', 'We' and 'Us' refers to Armidale Regional Council.
3. Council reserves its right to change these Terms and Conditions from time to time. It will make known any changes to the terms and Conditions on its website. Any changes to the Terms and Conditions will be effective from the date that they are published on the website and replace any conflicting provisions in these Terms and Conditions.
4. The showerheads are only available for installation at residential properties that have an authorised connection.
5. This offer is made to eligible persons only.
6. You are eligible to apply to receive a showerhead under the Showerhead Exchange Program if:
 - (a) You are either:
 - the owner of a residential property connected to the Water Supply System and you agree to the replacement of the existing showerhead with the water efficient shower head under the Showerhead Exchange Program;
 - not the owner of the residential property connected to the Water Supply System but you have obtained the permission of the owner or managing agent of the residential property to participate in the Showerhead Exchange Program. You must also provide proof of managing agent's or owner's consent and the owner's or managing agent's residential address (for example a copy of the owner's driver's licence or a letter from the managing agent).

and

(b) you have completed and submitted a Showerhead Exchange Program Application Form, produced copies of other required documentation and understand Council recommends a licenced plumber remove and replace showerheads.

and

(c) have not received two showerheads under the Shower head Exchange Program for the same property previously.

7. The Showerhead Exchange Program is limited to a maximum of two shower heads per residential property.
8. You must surrender your existing standard (2 star WELS rated) showerhead and you will be provided with a replacement new 3 star WELS rated showerhead as stocked by Council.
9. You are to attend an advertised location to surrender your 2 star WELS rated showerhead and to obtain your new 3 star WELS rated showerhead. **On receipt of the new 3 star WELS rated showerhead, the handling and installation of the showerhead is at your risk.**
10. Stocks of showerheads are limited and will be allocated on a first come basis.
11. **Surrendered 2 star WELS rated showerheads cannot be returned and become the property of Council upon surrender.**
12. **We do not warrant or guarantee the quality, suitability or usability of the showerheads we provide under the Showerhead Exchange Program. It is your responsibility to ensure the showerhead is properly installed.**
13. You acknowledge that any carbon emission abatement credits or other rights arising from the Showerhead Exchange Program will be used by Council to offset greenhouse gas emissions generated by Council. You agree:
 - (a) that you have not previously assigned, vested, transferred or otherwise conferred on any other person any carbon emission abatement credits or other rights by any name granted in recognition of carbon emissions, in respect of this or any other similar showerhead exchange at any of your residential properties.
 - (b) to irrevocably and unconditionally assign, vest, transfer or otherwise confer upon Council without the need for any additional consideration, any carbon emission abatement credits or other rights by any name granted in recognition of carbon emissions, now and in the future, arising from your participation in the Showerhead Exchange Program;

and

(c) to irrevocably appoint Council as your attorney to do all acts and execute all documents to give effect to Council's rights under clause 13(b).

14. Water efficient showerheads CANNOT be fitted to gravity fed or some instantaneous hot water systems. This showerhead should not be installed in residential properties with older pipework.

15. If you receive a showerhead under the Showerhead Exchange Program and that showerhead is faulty or defective, you may return that showerhead to Council within a period of 3 months from the date that you received the showerhead. Council will replace that showerhead at no further cost to you.

16. By signing the Application Form and receiving the showerheads under the Showerhead Exchange Program, you agree that:

(a) we accept no liability to you or anyone at your residential property for any claim, loss or damage, that you or anyone in your dwelling suffers as a consequence of us providing any items through the Showerhead Exchange Program.

(b) you will indemnify and forever release Council from any claim or liability arising out of, or in connection with any shower head that is the subject of this application or any other aspect of the Showerhead Exchange Program that you and any other person have against Council.

17. Except as otherwise provided by law, you cannot cancel your order under the Shower Head Exchange program without the prior written agreement of us.

18. We will collect and manage the personal information you provide to us in accordance with the *Privacy and Personal Information Protection Act 1998 (NSW)* ('PIIP Act')

19. You acknowledge and agree that we may provide information about you or your property to our authorized contractors or agents, if it becomes necessary in the provision of our services to you. We will ensure that our contractors and agents are also bound to comply with the requirements of the *Privacy and Personal Information Protection Act 1998 (NSW)*.

20. Unless you advise otherwise, if you elect to take part in the Showerhead Exchange Program, you agree that we may use the information provided by you to provide details about services and products that we consider may benefit your household.

21. If you would like to make an enquiry regarding your privacy and access to your information, please contact Council on 1300 136 833.

22. In these terms and Conditions, following definitions have the meaning outlined below:

(a) Application Form means all document(s) (including these Terms and Conditions) that we require you to complete under the Showerhead Exchange Program.

(b) 'We', 'Our' and 'Us' means Armidale Regional Council.

(c) 'Residential Property' means the property or dwelling connected to the water Supply System where the showerhead(s) are installed (or property or dwelling where the showerhead(s) is, or was intended to be installed).

(d) 'Showerhead(s)' means the 3 star WELS rated showerhead(s) you will receive under the Showerhead Exchange Program.

(e) 'You' and 'Your' means the applicant who agrees to these Terms and Conditions by signing the Application Form.