

**Standard Terms & Conditions
Rainwater Tank Requirement**

AGREED TERMS**1. BACKGROUND**

- 1.1 The Council has established specific requirements for stormwater retention and detention to ensure sustainable water management and mitigate the impact of urban development on local infrastructure and the environment. These requirements include the mandatory installation of stormwater infrastructure such as rainwater tanks, on-site detention systems, and other approved measures.
- 1.2 Purchasers acknowledge that they must install and maintain stormwater management systems that comply with the Council's standards. This includes, but is not limited to, the installation of rainwater tanks of a capacity sufficient to meet Council guidelines, and any additional infrastructure necessary to manage stormwater runoff in accordance with approved engineering plans.
- 1.3 The Purchaser agrees to undertake all necessary works and obtain all relevant approvals to ensure full compliance with these requirements prior to occupation or use of any dwelling constructed on the land.
- 1.4 SAHT has agreed to contribute to the Purchaser's costs of installing these systems on the terms set out in this Agreement.

2. PURCHASER OBLIGATIONS

- 2.1 The Purchaser agrees that:
- (a) it will comply with the Council's Stormwater Management and Flood Mitigation systems to capture and store runoff from roofs by, including but not limited to:
- (i) complete the design, attain development approvals and complete construction of the Rainwater Tank at the Property;
- (ii) liaise with the Council as required to install the Rainwater Tank;
- (iii) ensure any requirement is fulfilled in respect of the Regulatory Requirements for the Rainwater Tank.
- (b) it will procure and install a Rainwater Tank, and any engineering or trades advice and any additional parts or equipment as required prior to the Expiry Date.
- (c) it will make its own enquiries and satisfy itself as to aspects of the Rainwater Tank including but:
- (i) installation, function, or presence at the Property;
- (ii) suitability for the Property;
- (iii) compliance with Regulatory Requirements.
- (d) it acknowledges and accepts liability for the ongoing use, maintenance, and any damage caused to the Rainwater Tank.

3. ELIGIBILITY FOR REIMBURSEMENT

- 3.1 SAHT will reimburse the Purchaser for all reasonable costs it incurs in procuring and installing of the Rainwater Tank at a limit of up to \$5,000.00 (including GST), subject to the requirements contained in this agreement.
- 3.2 Costs expended by the Purchaser in procuring and installing the Rainwater Tank exceeding \$5,000.00 (including GST) are strictly the liability of the Purchaser.
- 3.3 The Purchaser is eligible for reimbursement after the Purchaser has satisfied SAHT that it is has installed the Rainwater Tank in full working order and has met the minimum specifications of the Rainwater Tank outlined in clause 3 of this agreement.
- 3.4 To obtain reimbursement, the Purchaser is required to apply to SAHT by emailing housingplayfordalive@sa.gov.au and including the following evidence of installation of the Rainwater Tank:
- (a) photography or videography of the Rainwater Tank in full working order; and
- (b) tax invoices for the procurement and installation of the Rainwater Tank;
- 3.5 SAHT may require the Purchaser to provide any other information to satisfy it that the Purchaser is eligible for reimbursement.

- 3.6 The Purchaser may be eligible to receive reimbursement notwithstanding that Rainwater Tank services the Property on more favourable terms than the minimum specifications of the Rainwater Tank as outlined in clause 3 herein but in any case, will not be eligible for reimbursement above \$5,000.00 (including GST).

4. MINIMUM SPECIFICATIONS OF RAINWATER TANK

- 4.1 To be eligible for reimbursement the Rainwater Tank must meet the following specifications:
- (a) the minimum capacity for the Rainwater Tank is 5,000 litres for detention.
- (b) 80% of the surface roof area of the Property must be connected to the Rainwater Tank.
- (c) the outflow from the Rainwater Tank must incorporate an orifice that limits flow to 2 litres per second (2L/s).
- (d) any other obligations relating to the Rainwater Tank imposed by the Council.

5. PERMITTED ACCESS

- 5.1 The Purchaser agrees to provide SAHT or its employees, agents, servants, consultants, and contractors with access to the Property to attend the Property to inspect the Rainwater Tank if required including but not limited to liaising with employees, agents, servants, consultants, and contractors of the Purchaser's builder to inspect the Rainwater Tank.

6. RELEASE & INDEMNITY

- 6.1 The Purchaser releases and discharges SAHT from all claims, demands, actions, suits, causes of action, liabilities, damages, costs, and expenses of any kind whatsoever, whether known or unknown, arising out of or in connection with the installation, presence, or function of the Rainwater Tank.
- 6.2 The Purchaser acknowledges that SAHT shall not be responsible or liable for any penalties, fines, enforcement actions, or other consequences imposed by the Council or any other authority arising from the Purchaser's failure to comply with this Agreement or any other Regulatory Requirements.
- 6.3 The Purchaser agrees to indemnify SAHT from and against any claims, liabilities, costs, or expenses incurred as a result of such non-compliance.

7. LIMITATION OF TIME

- 7.1 The Purchaser must not permit any undue delay to occur in the procurement or installation of the Rainwater Tank.
- 7.2 The Purchaser will install the Rainwater Tank no later than twenty (20) months from the Date of Settlement (**Expiry Date**).

8. INTERPRETATION

- 8.1 **Council** means The City of Playford.
- 8.2 **Date of Settlement** means the date of settlement of the Contract for the Sale of Land Residential Property.
- 8.3 **Expiry Date** means 20 (twenty) months from the date of settlement of the Contract for the Sale of Land Residential Property.
- 8.4 **Property** means the Property which is the subject of the Contract of Sale for Residential Land between SAHT as the Vendor and the Purchaser.
- 8.5 **Purchaser** means the Purchaser of the Property pursuant to the Contract of Sale for Residential Land between SAHT and the Purchaser.
- 8.6 **Rainwater Tank** means the Rainwater Tank for detention of stormwater as procured and installed by the Purchaser.
- 8.7 **Regulatory Requirements** means and all common law, legislation, ordinances, regulations or subordinate legislation, notices, awards or proclamations, Australian Standards, Building Code of Australia including all flood risk overlays and stormwater design standards, Stormwater Management Plans, aquifer recharge, irrigation and recovery strategies requirements, laws of the Commonwealth of Australia or the State of South Australia or local government laws in force that are applicable to this agreement.