

The following Terms and Conditions are a part of the West Shore Environmental Services Limited Partnership (WSES) Application for sewer service and the delivery of sewer service is conditional upon their acceptance.

DEFINITIONS

- "Customer" means a Person who is being provided Service or who has filed an application for service with WSES that has been accepted by WSES.
- "Langford Sewer Agreement" means the agreement between WSES and the City of Langford, to construct, own, operate and maintain extensions to the City of Langford's sewage collection system.
- "Lot" means any parcel, block or other area in Langford in which land is held or into which it is subdivided.
- "Person" means a natural person, partnership, corporation, society, unincorporated entity or body politic.
- "Service" means the provision of sewer service by WSES.
- "Sewer System" means the existing sewage collection system of Langford and includes all pumping stations within or outside Langford and includes all additions and extensions made thereto from time to time up to the property boundary of the Customer's lot.
- "Sewer User Fee" means the annual fee charged by WSES for the provision of service by WSES.

NOTICE OF AMENDMENTS TO TERMS AND CONDITIONS

WSES may, from time to time, amend these General Terms and Conditions and will post any amendment at www.corix.com/WSES/terms

APPLICATION FOR SERVICE

Any Person desiring Service to a Lot shall complete an Application for Service form supplied by WSES. The person shall be responsible for the completeness and accuracy of the Information provided on the form and must sign the application form. An application form can be obtained at the WSES office: #103 - 859 Orono Avenue, Victoria B.C. or at www.corix.com/WSES/apply

COMPLIANCE WITH CITY OF LANGFORD BYLAWS

The Customer shall at all times comply with City of Langford bylaws and any amendments made to the bylaws while receiving Service from WSES. A copy of the City of Langford Bylaws may be obtained at the City Hall: 2nd floor, 877 Goldstream Avenue, Victoria, BC

CONNECTION TO SEWER SYSTEM

Persons constructing on-site sewer Infrastructure must do so in accordance with the bylaws of the City of Langford. WSES will be entitled to review such on-site sewer infrastructure including reviewing the associated "as built" drawings upon connecting such works to the Sewer System. WSES will not connect any sewer Infrastructure within the property boundary of a Lot to the Sewer System until the City of Langford has reviewed the approved "as built" drawings of off-site infrastructure constructed by or on behalf of WSES for such connection.

BILLING

The Customer will be required to pay a Sewer User Fee. Payment of the Sewer User Fee may be made by cash, credit, debit, cheque or electronic funds transfer. Payments can also be made online through all major banks and credit unions. For online payments, ensure your payee search is for Westshore (or West Shore) Environmental Services and not Corix, as this will cause a delay in processing. Be sure to remove the decimal when entering your customer number as the account number.

LATE PAYMENT CHARGE

If the amount due for the Sewer User Fee has not been paid in full and received by WSES on the due date specified on the invoice, WSES may charge the Customer a late payment fee on overdue accounts at a rate equal to the lesser of: (i) two percent (2%) per month (26.8% per annum calculated monthly); and (ii) the maximum legal interest rate allowable.

DISHONOURD CHEQUE CHARGE

If a cheque received by WSES from a Customer in payment of the Sewer User Fee is not honoured by the Customer's financial Institution for any reason, WSES may include a \$40.00 charge for processing the returned cheque.

FAILURE TO PAY SEWER USER FEE

If a Customer fails to pay the Sewer User Fee or any other sewer fee when due, WSES may forward the Customer's account information to a third party collection agency.

FINANCING

WSES may facilitate and coordinate the availability of financing for sewer fees payable to WSES that are necessary to connect to the Sewer System.

DECOMMISSIONING SEPTIC TANKS AND FIELDS

Where a lot contains a septic tank or field, WSES will not connect such Lot to the Sewer System unless the septic tank or field on such Lot has been decommissioned at the expense of the Customer, in accordance with the City of Langford bylaws.

GRINDER PUMP SUBSIDY

A Customer may be required to purchase a grinder pump as a condition of Service. WSES may subsidize the Customer's purchase of a grinder pump in accordance with the City of Langford Sewer Agreement. An application for a grinder pump subsidy may be obtained from WSES.

PROTECTION FROM DAMAGE

Unless specifically authorized by WSES, no Person shall uncover, break, alter, damage, destroy, deface or tamper or cause or permit the breaking, damaging, destroying, defacing or tampering with the Sewer System.

DISCHARGE INTO SEWER SYSTEM

Any person discharging anything into the Sewer System shall be responsible for determining that the discharge does not breach any applicable municipal, provincial or federal standards, bylaws, regulations or statutes or any regulations issued by WSES from time to time. Any Person having discharged the waste or permitted or authorized the discharge shall be wholly liable for any damage or expense arising out of the discharge including the cost of repairing or replacing any part of the Sewer System damaged.

EMERGENCY NOTIFICATION

The Customer shall promptly notify WSES of any emergency which arises in relation to the Sewer System (such as leaks) by calling a 24 hour emergency number.

WSES RIGHT OF ENTRY

The Customer or occupier of every Lot to which Sewer Service has been provided shall at all reasonable times allow and permit WSES employees, contractors or agents to enter into or upon such Lot for the purpose of inspecting the Lot and sewer pipes, drains, fixtures, and any other appurtenances used with such sewer connection or plumbing system, and to observe, measure, sample and test quantity and nature of sewage being discharged into the sewer system.

PRIVACY POLICY

WSES will comply with the terms and conditions of Corix Utilities Inc.'s privacy policy with respect to the collection and use of the personal information of WSES Customers.

LIMITATIONS ON LIABILITY

WSES, its employees, contractors or agents are not responsible or liable for any loss, damage, costs or injury (including death) incurred by any Customer or any Person claiming by or through the Customer caused or resulting from, directly or indirectly, any discontinuance, suspension or interruption of, or failure of defect in the provision of Service, the Sewer System or sewer services, unless the loss, damage, costs for injury (including death) is directly attributable to the gross negligence or willful misconduct of WSES, its employees, contractors or agents provided however that WSES, its employees, contractors and agents are not responsible or liable for any loss of profit, loss of revenues or other economic loss even if the loss is directly attributable to the gross negligence or willful misconduct of WSES, its employees, contractors or agents. Without limiting the generality of the foregoing, WSES, its employees, contractors or agents are not responsible for the following:

- (a) Any damages or loss resulting from the abuse or unauthorized interference with the Service or Sewer System by a Customer or a third party including, but not limited to, interference with an inspection chamber connected to the Service or Sewer System or any unauthorized discharge into the Service.
- (b) Any damage or loss resulting from the interruption of sewage services.
- (c) Any damages or loss directly or indirectly resulting from power outages.
- (d) Any damage or loss resulting from an event or occurrence outside of the control of WSES including but not limited to: lightning, earthquakes, storms, washouts, landslides, avalanches, fires, explosions and floods, or
- (e) Any loss of profit or other consequential damages incurred by Customers.

CUSTOMER INDEMNIFICATION

The Customer will indemnify and hold harmless WSES, its employees, contractors and agents from all claims, loss, damage, costs, injury (including deaths) suffered by the Customer or any Person claiming by or through the Customer or any third party caused by or resulting from the use of the Services and the Sewer System other than that where the damages, costs or injury, as the case may be, were directly caused by WSES gross negligence or willful misconduct.