

- 19.3 The Water Distribution Licensee may disclose Consumer's personal data for the purposes set out in Clause 19.2 to—
- (a) agents and service providers (including those located overseas) supplying services relating to the purpose for which the personal data is provided;
 - (b) third party (including those located overseas supplying data processing services;
 - (c) lawyers, debt collection agencies and credit reporting agencies appointed by the Water Distribution Licensee, if there is a default in payment of any water supply services charges imposed by the Water Distribution Licensee;
 - (d) any person who is under a duty of confidentiality who has undertaken to keep such data as confidential data; and
 - (e) water supply services licensee and sewerage services licensee.
- 19.4 The Water Distribution Licensee may disclose the Consumer's personal data if required to do so under any law or in good faith if such action is necessary—
- (a) to comply with the requirements of any regulatory body, law enforcement agency, court order or legal process; and
 - (b) to defend and protect the rights or property of the Water Distribution Licensee.
- 19.5 The Consumer may make any enquiries, complaints or request to access or to correct the Consumer's personal data. Any request to access or to correct the Consumer's personal data may be subject to a fee and shall comply with the provisions of the Personal Data Protection Act 2010 [Act 709].
- 19.6 The Consumer may elect to limit the rights of the Water Distribution Licensee to process the Consumer's personal data and shall inform the Water Distribution Licensee in writing.

PART D

GENERAL

20. TERMINATION OF WATER SUPPLY SERVICES AND TERMINATION OF AGREEMENT AT THE REQUEST OF THE CONSUMER

- 20.1 The water supply services to the Consumer's Premises may be terminated by the Water Distribution Licensee at the request of the Consumer in the form provided by the Water Distribution Licensee and the Consumer shall give at least three days notice (excluding weekly holiday and public termination of water supply to take effect, which the Consumer wants the termination of water supply to take effect.
- 20.2 The termination of water supply services under Clause 20.1 does not prejudice the rights of the Parties to enforce the provision for breach of contract under this Agreement.
- 20.3 If the Consumer is a squatter, the Water Distribution Licensee shall have the right to terminate the supply of water to the Consumer's Premises if the lawful owner of Consumer's Premises obtains a court order to terminate the supply of water to Consumer's Premises.
- 20.4 If the Water Distribution Licensee discovers that the information provided in the Application Form is false, the Water Distribution Licensee has the right to terminate this Agreement.

20.5 Upon termination of water supply services under this Clause, this Agreement shall also be terminated.

21. STAMP DUTY AND COST OF AGREEMENT

Any cost and stamp duty required to be paid in respect of this Agreement shall be incurred and paid by the Consumer but each Party shall be liable for its own solicitor's cost.

22. LAWS APPLICABLE AND COMPLIANCE WITH THE LAW

- 22.1 This Agreement shall be construed in accordance with and subject to the Water Service Industry Act 2006 and the subsidiary legislation made under the Act and the Parties shall submit to the exclusive jurisdiction of the courts of Malaysia
- 22.2 The Parties shall comply with all applicable laws, orders, requirements and instructions given by any authority competent to do so under any applicable laws in Malaysia.

23. FEES, CHARGES AND COST OF SUPPLY OF WATER

- 23.1 Any fees and charges imposed on the Consumer pertaining to the water supply services pursuant to this Agreement shall be as prescribed in the First Schedule to the Water Services Industry (Water Services Deposits, Fees and Charges) Regulations 2014.
- 23.2 Any other cost charged on the Consumer for the supply of water shall be in accordance to the provisions of the relevant laws.

24. CONFLICT

If there is a conflict between this Agreement and the Water Services Industry Act 2006, the provisions of the Act shall prevail.

25. ADDRESS

- 25.1 Any notice, demand or documents issued by the Consumer to the Water Distribution Licensee shall be addressed to—
- (a) the registered address of the Water Distribution Licensee; or
 - (b) any other address notified by the Water Distribution Licensee.
- 25.2 Any notice, demand or document issued by the Water Distribution Licensee to the Consumer shall be addressed to the Consumer's last known address based on the information held by the Water Distribution Licensee.
- 25.3 The Parties shall give a fourteen days written notice to the other Party if there is any change of address.
- 25.4 Failure of the Consumer to inform the change of address under Clause 25.3 shall not affect the Consumer's obligations under this Agreement.

26. DELIVERY OF DOCUMENTS

Any notice, demand or document that is required to be delivered to any Party pursuant to this Agreement shall be in writing and presumed to be delivered—

- (a) if delivered by a Party or its solicitor through registered post to the other Party's address and presumed received after

the end of the fifth day from the posting of the notice, demand or document; or

- (b) if delivered by a Party or its solicitor by hand to the other Party or its solicitors, it is presumed received on the date of receipt by the other Party or its solicitor.

27. TIME IS OF THE ESSENCE

Time, if mentioned in this Agreement shall be deemed to be of the essence of this Agreement.

28. APPLICATION FORM

The Application Form signed by the Consumer shall be part of this Agreement and shall be read, taken and construed as an essential and integral part in this Agreement.

29. WAIVER

Failure or delay by either Party to enforce any of its rights or remedies shall not be construed as a waiver of the rights and remedies unless such waiver of rights or remedies is made in writing and signed by the relevant Party.

30. BINDING AGREEMENT

This Agreement shall be binding on the heirs, personal representative, successor in title and permitted assigns for the Consumer and the Water Distribution Licensee.

IN WITNESS WHEREOF, the Parties hereto set their hands on the date first above written.

Signed by Water Distribution Licensee

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Witnessed by

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Signed by Consumer

Witnessed by

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