



Water Industry Competition Act 2006

Deemed customer contract modification or exclusion application guide

May 2024

Water >>

Acknowledgment of Country

IPART acknowledges the Traditional Custodians of the lands where we work and live. We pay respect to Elders both past and present.

We recognise the unique cultural and spiritual relationship and celebrate the contributions of First Nations peoples.

Tribunal Members

The Tribunal members for this document are:

Carmel Donnelly PSM, Chair

Jonathan Coppel

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The Independent Pricing and Regulatory Tribunal

IPART's independence is underpinned by an Act of Parliament. Further information on IPART can be obtained from [IPART's website](#).

Version Control

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1 Before you start

The *Water Industry Competition Act 2006* (NSW) (WIC Act) and *Water Industry Competition (General) Regulation 2024* (WIC Reg) enables private sector water utilities to apply to the Independent Pricing and Regulatory Tribunal of NSW (IPART) for either a modification to, or exclusion from, the deemed customer contract in the WIC Act.¹

Under the WIC Act and WIC Reg, IPART is responsible for granting or refusing deemed customer contract modifications or exclusions. We may also charge fees for different kinds of modifications or exclusion related applications.²

This application guide provides information to assist you to complete your application.

1.1 General instructions to applicants

! Applicant's responsibilities

It is a criminal offence under section 73D of the WIC Act to provide false or misleading information or documents in an application.

The applicant must take all reasonable steps to ensure the information provided in the application form is complete, true, and correct.

An officer of the applicant corporation is required to make a declaration to this effect in the application form. Failure to disclose information, or any misrepresentation, may result in a deemed customer contract modification or exclusion not being approved.

Substantial fines can apply for corporations and individuals providing false or misleading information to IPART.

As part of the application process, we will assess if it is appropriate to grant modifications to, or an exclusion from, the deemed customer contract having regard to the objects of the WIC Act.

The questions asked in the **Deemed customer contract modification or exclusion application form** are designed to allow you to provide details of the modifications or exclusion being sought, and the reasons you are seeking the modification or exclusion in your application.

Your responses should include all necessary information to explain the proposed modification from the specific provision or provisions of the deemed customer contract being sought and why it is appropriate in the circumstances. Your reasons for applying for a modification or exclusion should also address the objects of the WIC Act (section 2A).

¹ WIC Act, section 46AB(6)(c), and WIC Reg, section 21(1)-(2).

² WIC Reg, section 21(3)-(5).

Where more extensive information is to be provided in response to a question, the **Customer contract modification or exclusion application form** requests you include the information as an attachment to the application. This ensures we have enough information to assess your application in accordance with our statutory obligations under the WIC Act. If required, we may request further information from you as part of our assessment process.

Box 1 Structuring application responses

The applicant is responsible for providing correct information and for demonstrating the applicant will meet the assessment criteria. To assist us with assessing your application we request you:

- label responses and attachments with the application question number being addressed in the document and/or the file name
- provide evidence and explain how this evidence supports your response
- for lengthy documents, tell us where the document addresses a question. For example, use highlighting, and/or indicate the relevant sections or page numbers
- mark attachments that you wish to remain confidential as 'confidential' (discussed in **section 1.1.1** below).

Do not provide information that is not relevant to the application.

Failure to follow these guidelines may delay or lead to rejection of your application.

1.1.1 How do we treat confidential information?

Generally your application will not be published. However, in some circumstances we may publish your application on our website or distribute it to interested parties, as appropriate. We may invite submissions on your application, including from the public, if we consider this necessary.

You should let us know if you consider aspects of your application to be confidential so that we can discuss your confidentiality concerns with you.

You should provide confidential documents separately (i.e., documents in a separate electronic file or files), which are clearly marked "confidential" in the filename, use a watermark (if possible), and clearly identify the confidential information that should not be publicly released.

If we accept your confidentiality claims, we will only publish on our website or distribute to members of the public your public application. However, we may give a copy of your application, including confidential information, to the Department responsible for administering WIC Act; Department of Climate Change, Energy, the Environment and Water (DCCEE) or the Department responsible for administering the *Public Health Act 2010* (NSW Health), on a confidential basis, if necessary to assess your application. We seek your consent to this in the 'declaration and acknowledgement' section of the **Deemed customer contract modification or exclusion application form (Question 9)**.

If we do not agree with all your confidentiality claims, we will explain where we disagree and ask you if you would prefer to either:

- withdraw your claim of confidentiality, or
- maintain your claim.

Where you maintain your claim of confidentiality, we may be unable to consider the information when determining your application.

Disclosure obligations

Please note that third parties may apply under the *Government Information (Public Access) Act 2009* (NSW) for access to applications, including applications that contain confidential information. If we receive such an application, an IPART officer must decide whether to provide public access in accordance with that Act. That Act requires us to consult with you if we receive such an application.

Where an application includes personal information, IPART will deal with that information in accordance with the information protection principles set out in the *Privacy and Personal Information Protection Act 1998* (NSW).

1.1.2 Is there an application fee?

Application fees apply for a deemed **customer contract modification or exclusion application**.

Table 1 details application fees for 3 different kinds of applications.

An application can be made for multiple schemes operated by the same registered operator and registered retailer. You may apply to modify the application of the deemed customer contract only, exclude the application of the deemed customer contract only, or both at the same time - this may be necessary if you are seeking a modification and wish to exclude the deemed customer contract while your modification application is being considered. You may also apply to add a new scheme to an existing modification or exclusion arrangement.

Table 1 Application fees for a customer contract modification or exclusion

Type of application	Application Fee (\$)
Customer contract modification and/or exclusion for a new scheme or schemes (a new scheme means a scheme that was approved after 1 March 2024)	2000
Customer contract modification and/or exclusion for an existing transitioning scheme or schemes (an existing scheme means a scheme that was licensed prior to 1 March 2024)	300
Add a new scheme to existing modification or exclusion arrangement.	300

Please contact us directly to discuss minor or administrative modifications before applying.

The appropriate licence application fee should be paid to the Independent Pricing and Regulatory Tribunal of NSW by electronic transfer to:

Westpac Banking Corporation

BSB: 032-001

Account No: 205717

Reference: WICA app

Provide a copy of the electronic transfer receipt with your licence application. You should contact us if you need to pay your licence application fee in another way.

Once you have submitted an application, we will not refund your application fee(s) if your application is refused or withdrawn.

1.1.3 How to submit the application?

To apply, you will need to submit the completed **Deemed customer contract modification or exclusion application form** and attachments containing all relevant supporting documents. Where there is more than one attachment in a question, they should be labelled as separate files, and combined into a single electronic folder/zip file.

When you have completed your application, submit it via email (to wica@ipart.nsw.gov.au) for applications below 100 MB. For larger applications, contact the applications team on (02) 9290 8412 or wica@ipart.nsw.gov.au so that secure file transfer arrangements can be made.³

Do you require further information?

If you have further questions about your application, you can contact our Water Regulation and Compliance team via:

- Email: wica@ipart.nsw.gov.au, or
- Telephone: (02) 9290 8412

³ We use a secure file transfer service (e.g., Sigbox) for larger files. Please note we do not accept USBs or other storage media for applications.

We encourage you to discuss your application and obtain assistance from IPART's Water Regulation and Compliance team prior to submitting your application. Once we receive your application, we will assign you a contact officer, who will manage your application and remain in contact with you throughout the application and assessment process.

1.2 What happens once you have submitted your application form?

1.2.1 What will happen next?

We will check that your **Deemed customer contract modification or exclusion application form** is complete and that you have supplied all the necessary information and supporting documents.

If your application is complete, we will proceed to assess your application before deciding to either grant or refuse the modifications or exclusion.

If your application is incomplete, we will not process the application until you provide us with a complete application which includes the missing information. This will delay the assessment of your application.

We may also write to you to ask for additional information, if necessary. We try to process applications as quickly as possible. You can withdraw your application at any stage during the assessment process, however, we do not refund application fees.

2 About the applicant

Question 1: Who are your contacts for this application?

Question 1 asks who the contacts for the application are. If we need to contact you about the application we will use the contact details provided.

Question 2: Who is applying for a modification to, or exclusion from, the deemed customer contract?

Question 2 asks for the names and licence numbers of the applicants. Applicants must be the registered operator and registered retailer for the scheme or schemes the application relates to.

Applications must be made jointly by the registered operator and registered retailer for the scheme or schemes the application relates to.⁴

This question is asked for identification purposes. Enter the relevant details in the table provided.

Question 3: To which scheme/s does this application apply?

Question 3 asks the name and scheme approval number of the scheme or schemes the applicants are registered to operate or retail for **and** to which this application applies. Name the scheme or schemes, and provide the scheme approval number, for which you propose a modification or exclusion from the deemed customer contract. Enter the relevant details in the table provided.

⁴ WIC Reg, s 21(1).

3 About the application

Your responses to these questions help us to assess the application.

How we assess your application - For a deemed customer contract modification or exclusion to be approved, IPART will consider the application and if the outcomes of the proposed modification or exclusion are appropriate in the circumstances. In doing so, we will consider whether the proposed modifications are consistent with the objects in **section 2A of the WIC Act**.

Box 2 Objects of the WIC Act

The objects in section 2A of the WIC Act are to:

- (a) protect public health and safety and the environment in connection with the water industry, including in the longer term
- (b) protect the interests of consumers, particularly small retail customers in the quality, reliability and price of water and sewerage services, including in the longer term
- (c) facilitate the efficient, reliable and sustainable provision of water and sewerage services, having regard to financial, environmental and social considerations
- (d) promote the sustainable use of resources in connection with the water industry
- (e) facilitate competition in the water industry with a view to encouraging innovation and improved efficiency in the industry.

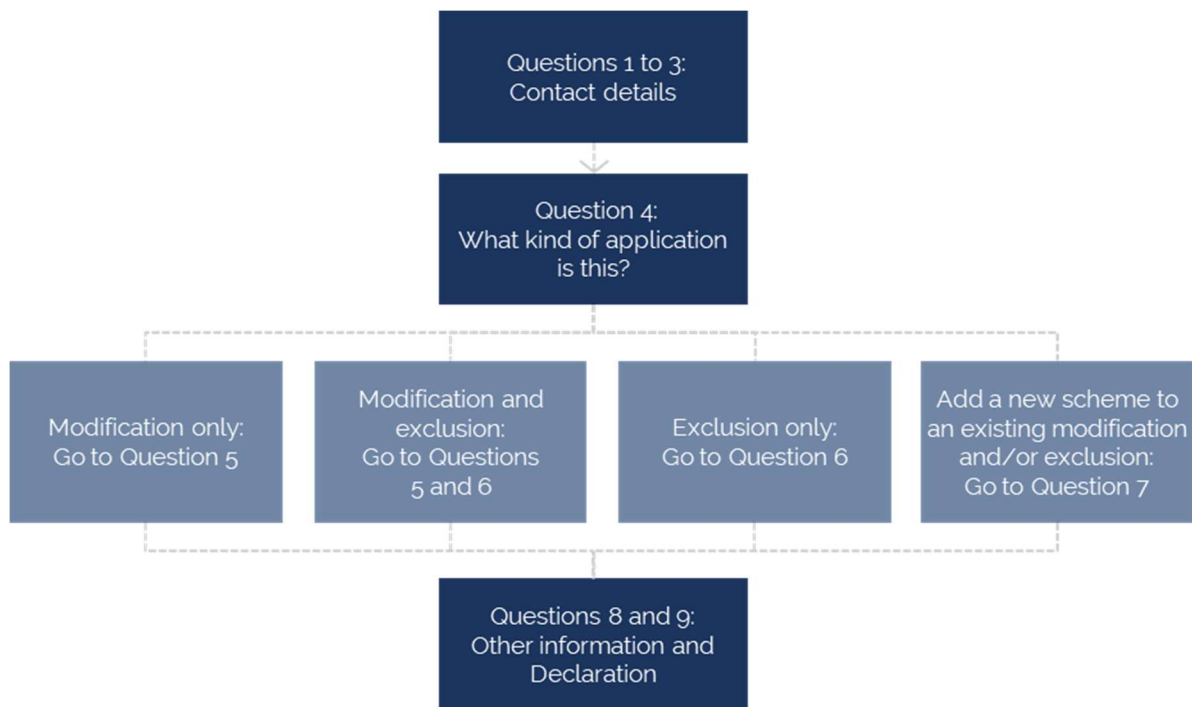
Question 4: What kind of application is this?

Questions 4 asks what kind of application you are applying for. We have provided a table with 3 kinds of applications. Your response to this question informs us of what the application is for and the fee that should accompany your application.

Tick the appropriate box for your application.

Depending on the kind of application you only need to answer certain questions. See **Figure 1**:

Figure 1 Overview of questions that need to be answered:



Question 5: About the proposed modification

You only need to provide a response to this question if you are applying to **modify** the application of the deemed customer contract.

Question 5 asks about the proposed modifications and the reasons for the modifications.

The deemed customer contract provides customers with standard minimum protections. Modifications may be appropriate where an applicant can identify a need to depart from the deemed customer contract and can establish that the modifications are appropriate and consistent overall with the objects of the Act.

For example, an application may propose to remove or modify clauses in the deemed customer contract, but overall the modifications may still be consistent with the objects where there is sufficient customer protection or they support efficient business practices, are intended to deliver on safety, quality, reliability or price or support sustainability, competition, or innovation.

In **Question 5** we ask:

The reasons for the modification - please explain why you are proposing the modification. For example, it may be necessary because:

- there are unique circumstances in relation to your scheme requiring additional clauses to clarify responsibilities or protections.
- a particular clause of the deemed customer contract may not be suitable or applicable to your particular scheme.

You can provide any other suitable reason.

Who are the customers affected by the proposed modification and how are they affected –

We ask you to describe the type and number of customers, and how the modifications will impact your customers. Include any details about the affected customers that may explain why the modifications or exclusions are required.

For the scheme to which this application is for, how will the proposed modifications be consistent with the objects of the WIC Act and protect the interests of your customers - the outcomes of proposed modification/s should be consistent with the objects of the WIC Act and protect the interests of your customers.

Use the table provided to provide details of which clause/s of the deemed customer contract you are seeking the modification to or what, if any, additional clause/s you are seeking. Rows for additional clauses are provided at the end of the table.

Include the reasons for the modification in the table – please explain why you are proposing the modifications. Modifications may be appropriate because:

- the deemed customer contract may not meet your specific needs, be too prescriptive, or not prescriptive enough, or
- the licensee or scheme may have unique characteristics or circumstances that necessitate different or additional contract clauses.

A final copy of the proposed modified customer contract – this should have all modifications in tracking or highlight. A word version of the deemed customer contract is provided at **Appendix A** which can be used for this purpose. We may propose alternative changes to this contract during our assessment process.

Question 6: About the proposed exclusion

You only need to provide a response to this question if you are applying to **exclude** the application of the deemed customer contract.

Question 6 asks about the proposed exclusion, the period of time you are applying for an exclusion for and the reasons for the exclusion.

The deemed customer contract provides customers with standard minimum protections. Exclusions may be appropriate where an applicant can identify a need and can establish that the exclusion is consistent overall with the objects of the Act. For example:

- An exclusion from the application of the deemed customer contract may be appropriate where the applicant identifies that the deemed customer contract is unnecessary given the nature of the customer relationship or the services provided.
- A temporary exclusion from the deemed customer contract may be necessary for schemes transitioning to the new WIC Act framework and licensees require time to seek approval for a modified contract or to adjust their systems to the deemed customer contract.

In **Question 6** we ask:

The reasons for the exclusion - please explain why you are proposing the exclusion. For example, it may be necessary:

- while an application for a modification to the deemed customer contract is being considered and determined by IPART
- while the applicants are in the process of transitioning from an existing customer contract to the deemed customer contract after the transition of their licence or licences to the new WIC Act regulatory framework.

You can provide any other suitable reason.

For the scheme to which this application is for, how will the proposed exclusion be consistent with the objects of the WIC Act and protect the interests of your customers - the outcomes of proposed exclusion/s should be consistent with the objects of the WIC Act and protect the interests of your customers.

A copy of the customer contract that will apply during the period of the exclusion.

Question 7: Add a scheme to an existing modification or exclusion

You only need to provide a response to this question if you are applying to add a new scheme to an existing modification or exclusion arrangement. Generally, we will expect there to be similarities in customer characteristics or circumstances of the schemes already under a modification or exclusion arrangement and any schemes being added to an arrangement.

In **Question 7** we ask:

What are the names and scheme approval numbers of the scheme or schemes to which the existing modification to and/or exclusion from the deemed customer contract apply – your response allows us to identify the existing modification or exclusion arrangement and compare customer characteristics and circumstances of the existing schemes to the proposed new scheme being added. Examples of customer characteristics are the number, type and services provided.

What are the reasons for adding the scheme to the existing modification and/or exclusion arrangement – your response should indicate why the customer characteristics, customer impacts and circumstances of the existing scheme are suited to the existing modification and/or exclusion arrangement. You can provide any other suitable reason.

For the scheme to which this application is for, how will the proposed modification and/or exclusion be consistent with the objects of the WIC Act and protect the interests of your customers - the outcomes of proposed modification and/or exclusion should be consistent with the objects of the WIC Act and protect the interests of your customers.

Question 8: What other information supports your application?

Question 8 is an opportunity for you to provide further information to support your application that was not provided in the previous responses. Attach any supporting information in response to this question.

Question 9: Declaration and Acknowledgement

Question 9 asks for a completed Declaration and Acknowledgement for the application. This must be completed for the application to be accepted.

Appendices

A Deemed customer contract

Table A.1 provides a reference copy of the deemed customer contract compiled from Schedule 4 of the WIC Reg.

Table A.1 Deemed customer contract

Deemed Customer Contract

Part 1 What is a customer contract and who is covered by it?

1. What is this contract?

This contract is the deemed customer contract referred to in the Act, section 46AB.

2. Who is covered by this contract?

- (1) This contract applies to you if you are a small retail customer who is the owner of premises to which water or sewerage services are provided by a regulated scheme.

Note—

A small retail customer is a person who owns or occupies small retail customer premises and receives or is proposed to receive, directly or indirectly, water or sewerage services. Small retail customer premises may include premises that are used for residential or small business purposes. See the Act, Dictionary, definitions of small retail customer and small retail customer premises.

- (2) The contract is between you and—
 (a) the operator of the scheme that provides water or sewerage services to your property, and
 (b) the retailer for the scheme.
- (3) You and the operator and retailer must comply with this contract.
- (4) The contract applies automatically and you or the operator and retailer do not have to sign anything agreeing to this contract.

3. Can you ask for a change to this contract?

- (1) This contract may be modified or excluded if—
 (a) you or your representative request a modification or exclusion from the operator or retailer in writing, and
 (b) you and the operator or retailer agree to the modification or exclusion in writing.
- (2) You are not bound by a modification or exclusion to the contract that applied to a previous owner of your property.
- (3) This clause cannot be modified or excluded.
- (4) This clause does not apply to you if your property is used solely for residential purposes.

4. Can you disconnect a service?

- (1) If your property is permanently disconnected from the scheme with the approval of the operator under clause 44, there is no longer a contract between you and the operator and retailer for the services.
- (2) This does not affect your rights or obligations, or the rights or obligations of the operator and retailer, that accrue before the permanent disconnection.

Part 2 How do you read this contract?

5. Dictionary

- (1) The words used in this contract—
 (a) are defined in the Dictionary in Part 15 of this contract, and
 (b) otherwise have the same meaning as in the Act and the regulation.
- (2) In this contract, a word in the singular includes the plural, and a word in the plural includes the singular.

6. What is scheme infrastructure?

- (1) In this contract, scheme infrastructure is the infrastructure for the scheme operated by the operator.
- (2) Scheme infrastructure does not include pipes, fittings or apparatus located—
 (a) downstream of a connection point for your property to a water main that is part of the scheme infrastructure,
 or
 (b) upstream of a connection point for your property to a sewer main that is part of the scheme infrastructure.
- (3) The operator, and not the retailer, is responsible for the scheme infrastructure.
- (4) The operator is responsible for damage or loss caused by a failure of the scheme infrastructure.
- (5) The operator is responsible for, and must pay for, clearing a blockage in the scheme infrastructure, other than to the extent that you contributed to the blockage.

7. What is your plumbing?

- (1) In this contract, your plumbing means—
 - (a) for a water service provided to your property—all pipes, fittings and apparatus located downstream of the connection point to a water main that is part of the scheme infrastructure, and
 - (b) for a sewerage service provided to your property—all pipes, fittings and apparatus located upstream of the connection point to a sewer main that is part of the scheme infrastructure.
- (2) You, and not the operator or retailer, are responsible for your plumbing and for the cost of work on your plumbing, including blockages.
- (3) You are responsible for damage or loss caused by a failure of your plumbing.
- (4) You may engage, and pay for, a plumber to clear a blockage in your plumbing.
- (5) If you share your plumbing with others, for example, if your property is in a strata scheme or you otherwise receive services jointly with other properties from a shared connection point, the sharing of the responsibility for the plumbing is based on an agreement between you and the others and the relevant law.

Part 3 What services are covered and what service quality can you expect?**8. What services are covered by this contract?**

This contract covers—

- (a) drinking water services, recycled water services and sewerage services provided to your property by the operator, and
- (b) related services provided by the retailer.

9. What basic level of service will be provided?

Subject to this contract, and, in particular, the operator's powers under this contract to restrict or disconnect the services to your property, the operator must ensure that the services are provided to your property to meet your reasonable needs.

10. What quality of drinking water will be provided?

- (1) If the services provided to your property include the supply of drinking water, the operator must ensure that the drinking water complies with the Australian Drinking Water Guidelines, published by the Australian Government, the National Health and Medical Research Council and the Natural Resource Management Ministerial Council, from time to time.
- (2) If NSW Health specifies additional standards for drinking water, the operator must also comply with the additional standards.

11. What quality of recycled water will be provided?

- (1) If the services provided to your property include the supply of recycled water, the operator must ensure that the recycled water complies with the relevant provisions of the *Australian Guidelines for Water Recycling*, including Phases 1 and 2, published by the Environment Protection and Heritage Council, the Natural Resource Management Ministerial Council and the Australian Health Ministers' Conference, from time to time.
- (2) If NSW Health specifies additional standards for recycled water, the operator must also comply with the additional standards.

12. What water pressure will be provided?

- (1) If the services provided to your property include the supply of water, the operator must ensure the water head of pressure for drinking water is at least 15m per head of pressure.
- (2) The operator must make information about the water head of pressure for the scheme that may generally be expected easily available to customers on the operator's website.
- (3) The information must differentiate between water head of pressure for drinking water and recycled water if applicable.

13. What obligation does the operator have to minimise sewage overflows?

If the services provided to your property include a sewerage service, the operator must use its best endeavours to minimise the incidence of treated or untreated sewage overflow on your property due to a failure of the scheme infrastructure.

14. What arrangements can you ask for if you are a customer with critical health needs?

- (1) If you or someone who lives at your property is a person with critical health needs and the services provided to your property include the supply of drinking water, you or your representative must notify the retailer.
- (2) The retailer must keep a list of customers, and persons living at a customer's property, with critical health needs that are dependent on drinking water supply to the extent that an interruption to drinking water supply poses an immediate and major health or safety risk.
- (3) The operator and the retailer must use their best endeavours to provide a continuous drinking water service to meet the reasonable health needs of persons with critical health needs.
- (4) You or your representative must notify the retailer if a person with critical health needs—
 - (a) ceases to live at your property, or
 - (b) ceases to be a person with critical health needs.
- (5) If you or someone who lives at your property is a person with critical health needs—
 - (a) the operator will notify you of a planned interruption to the drinking water service, and
 - (b) the operator will alert you, whenever possible, that drinking water supply has been interrupted in an emergency.
- (6) You should be ready to make alternative arrangements or have contingencies in place for the supply of drinking water to operate a life support machine or for other critical health needs.

15. Are trade waste services covered by this contract?

- (1) You may only discharge trade waste into the sewerage service if you have obtained written permission from, and entered into an agreement with, the operator or retailer for the sewerage service.
- (2) The operator or retailer for the scheme may refuse to accept trade waste into the scheme if the operator or retailer reasonably believes the trade waste poses a risk to—
 - (a) the scheme's operation, or
 - (b) the health and safety of workers, or
 - (c) the operator's ability to service its broader customer base.
- (3) In this clause—

trade waste means a liquid, or material in a liquid, that is—

 - (a) produced at a property during non-residential activity, or
 - (b) stored on or produced or transported by a vehicle, including a motor vehicle, plane, boat or train, or
 - (c) comprised of waste from a portable toilet or septic tank, or
 - (d) comprised of run-off from land that is contaminated within the meaning of the *Contaminated Land Management Act 1997*.

16. Are there other service levels?

The operator gives no other warranty about the services provided to your property.

Part 4 What might affect services?**17. What if there is a sudden or unplanned service interruption?**

- (1) The operator may restrict or disconnect a service provided to your property at any time if it is necessary to do so to carry out work that is unexpectedly and urgently needed or to prevent or minimise a risk to human health or safety or the environment.
- (2) The operator must use its best endeavours to contact you or the occupier of the property in person or by phone about the restriction or disconnection before the service is restricted or disconnected to carry out work that is unexpectedly and urgently needed or to prevent or minimise a risk to human health or safety or the environment.
- (3) The operator must use its best endeavours to make information about unplanned interruptions, including the likely duration, available on the 24-hour faults line.
- (4) The operator must restore the service as soon as possible.

18. What is the process for a planned service interruption?

- (1) The operator may need to arrange planned interruptions to services provided to your property to allow for—
 - (a) maintenance or replacement of scheme infrastructure, or
 - (b) other work on scheme infrastructure or your plumbing, including work relating to meters or to a connection of the scheme to property that is not your property.
- (2) An interruption may involve a restriction of services or a disconnection of services.
- (3) The operator must use its best endeavours to have no more than 3 planned interruptions that affect a particular service to your property in a 12-month period.
- (4) Unless you agree to a shorter period, the operator must tell you about the time and duration of an interruption at least—
 - (a) 2 days before the interruption, or
 - (b) if you are a customer with critical health needs, or a person with critical health needs lives at your property, and the interruption is to drinking water supply—4 days before the interruption.
- (5) The operator must use its best endeavours to ensure that for a planned interruption it is no longer than 5 hours from when the service to your property is turned off until the service to your property is turned back on.

19. What do you need to know about water restrictions?

- (1) You must comply with restrictions on the usage of water that apply to your property under the Act, the regulation or another law.
- (2) The operator or retailer may restrict or disconnect water services if you fail to comply with the restrictions.

Part 5 What if there is a problem with a service?**20. What are the operator's obligations to fix a problem?**

- (1) If the operator fails to meet a service level specified in Part 3, the operator must use its best endeavours to minimise the inconvenience to you by—
 - (a) carrying out repairs or undertaking other work necessary to restore the service so that it meets the specified service levels as quickly as possible, and
 - (b) providing as much information as practicable on the 24-hour faults line.
- (2) If the failure to meet a service level involves a sewage overflow on your property, the operator must also use its best endeavours to minimise the inconvenience to you by—
 - (a) ensuring the overflow is contained as soon as possible, and
 - (b) cleaning up the affected area as quickly as possible and in a way that minimises the risk to human health and safety and the environment, and
 - (c) making good any damage to your property and anything on your property as a result of the failure of the scheme infrastructure.
- (3) The operator may, if appropriate, offer to take further steps to mitigate damage or loss caused by a failure of the scheme infrastructure.

21. Can you get a rebate if there has been a problem?

- (1) The operator must give you a rebate of \$35 for a failure of scheme infrastructure that causes drinking water supplied to your property to be not suitable for normal domestic purposes.
- (2) Without limitation, if a NSW government agency issues an alert that warns people to boil water before using it, the water is taken to be not suitable for normal domestic purposes.
- (3) The operator must give you a rebate of \$60 for a failure of scheme infrastructure that causes sewage overflow on your property.
- (4) The maximum rebate for failures under subclause (3) is \$240 in a 12-month period.
- (5) A rebate is payable only if you, or someone who lives at your property, did not cause or contribute to the failure.
- (6) The retailer must offset any rebate owed to you by the operator under this contract against the charges for the services.
- (7) The rebate must be offset in full against the next bill if practicable.
- (8) This clause does not apply if the failure to meet a service level is because of events outside the reasonable control of the operator.

Example—

Severe weather or a natural disaster.

22. What else can you do if there is a problem?

- (1) You may have further rights as a consumer under the *Australian Consumer Law (NSW)* for a failure of the operator to meet a service level.
- (2) You may be able to make an insurance claim with your insurer for damage or loss that you suffer.
- (3) You may be able to take legal action against the operator for breach of contract.
- (4) If you are not satisfied with a decision of the operator relating to an alleged failure of the operator to meet a service level, you may apply for review of the decision by the Energy and Water Ombudsman NSW.

Part 6 What do you pay?**23. What are the standard contract charges?**

- (1) Charges payable under this contract are generally billed to you by the retailer.
- (2) All rebates due to you under this contract must be applied to your bill by the retailer.
- (3) If you have an inquiry about the charges or rebates, you must contact the retailer.
- (4) The retailer may refer you to the operator depending on your inquiry.

Note—

This contract does not cover services that are provided and charged to you by a public water utility.

24. Where do you find information about standard contract charges?

- (1) You will find information about the standard contract charges on the retailer's website.

Note—

The retailer must publish on the retailer's website the standard contract charges and available rebates, refunds and discounts. See the Act, section 46AC(1).

- (2) The retailer must give you a written copy of the standard contract charges and standard billing cycle on request.
- (3) The retailer must give you at least 3 months written notice, or a shorter period of notice approved by IPART, of an increase in a charge you have to pay.

Note—

Notice is not needed in certain circumstances set out in the Act, section 46AC(6), including, for example, CPI increases.

25. When can standard contract charges be increased?

- (1) You will find information about changes to the standard contract charges of the operator and retailer on their websites.

Note—

See the Act, section 46AC.

- (2) The information must include the date from which the new charges become payable.
- (3) A written notice of the changes must be sent with, or included in, your bill.
- (4) When a usage charge for a service provided to your property is varied on a date that falls within your billing cycle, the usage charge for the billing period must be calculated as follows—

$$\text{charge for billing period} = \text{old price} \times \frac{D}{T} + \text{new price} \times \frac{N}{T}$$

Where—

D means the number of days before the date from which the usage charge is varied.

T means the total number of days in the billing period.

N means the number of days on and from the date from which the usage charge is varied.

26. What additional charges are there?

- (1) The operator or retailer may charge you reasonable amounts for the following, in addition to the standard contract charges—
 - (a) connecting your property to the scheme,
 - (b) disconnecting your property from the scheme,
 - (c) restoring a service to your property,
 - (d) work that the operator or retailer agrees to do for you on your request, including the following—
 - (i) work on your plumbing,
 - (ii) relocating a meter,
 - (iii) work on your infrastructure associated with a pressure sewer system,
 - (e) testing a meter at your request if the meter is not found to be faulty,
 - (f) trade waste services, in accordance with an agreement between you and the operator or retailer, as referred to in clause 15,
 - (g) determining an application that you have made under this contract to the operator for an approval.
- (2) The operator and retailer must make information about their additional charges, including indicative amounts or maximum fees, easily available to customers on their websites.
- (3) Other charges may be payable as a result of non-payment of a standard contract charge or additional charge.
- (4) The charges under subclause (3) include reasonable amounts for a dishonoured or declined payment fee, late payment fee, interest and costs incurred in restricting or disconnecting water or sewerage services or taking legal proceedings.

27. Are Government rebates available?

- (1) You may be eligible for a Government pensioner rebate on your water or sewerage service charges.
- (2) You should contact Service NSW for more information.

28. When will you be billed and what information will be in your bill?

- (1) The retailer must issue you a bill on a quarterly or more frequent basis as stated on the retailer's website.
- (2) The bill will be sent to the billing address last nominated by you under this contract.
- (3) If you have not nominated a billing address, the bill will be sent to the property to which the services are provided or your residential or business address as last known to the retailer.
- (4) The retailer must ensure that your bill contains details of the following—
 - (a) the billing period to which it applies,
 - (b) the total amount due,
 - (c) the contract charges payable, with usage and service charges separately itemised,
 - (d) any additional charges payable, with each charge separately itemised,
 - (e) other amounts payable for dishonoured or declined payments or relating to non-payment of an amount of a charge, with each charge separately itemised,
 - (f) your credit balance or amounts overdue from previous bills,
 - (g) the date payment is due,
 - (h) options for the method of payment,
 - (i) your account number,
 - (j) the address of the property for which the charges in the bill have been incurred,
 - (k) if available—a comparison of your water usage with your past water usage,
 - (l) the retailer's website,
 - (m) contact numbers for bill inquiries and the 24-hour faults line.
- (5) The bill must also—
 - (a) warn you that, if you do not pay the full amount by the due date, a late payment fee or interest may be payable, and
 - (b) advise you that, if you are experiencing payment difficulty, you may be able to enter into a payment arrangement with the retailer, and
 - (c) advise you of your right to seek a review of a decision of the retailer about the overdue amount or a payment arrangement by the Energy and Water Ombudsman NSW.

29. What is your responsibility to pay your bill?

- (1) You must pay the retailer the total amount due as shown on your bill by the date specified unless you have entered into a payment arrangement with the retailer under clause 35.
- (2) The bill must be paid in one of the ways identified by the retailer in the bill.
- (3) However, the retailer may refuse to accept personal cheques or card payments for a bill if you have made 2 or more consecutive dishonoured payments.
- (4) The retailer may refuse future payments by personal cheque or card if you have a history of dishonoured payments.

Note—

See also the Act, section 46AE, which provides that a new owner of a property may have to pay unpaid charges under an existing contract for the property.

30. What if you are undercharged?

- (1) If the retailer undercharges you, that is, your bill is less than the amount you are actually required to pay, the retailer may adjust your next bill to charge the undercharged amount as a separate item.
- (2) The retailer may send you a separate bill for the undercharged amount to be paid by an earlier date if the undercharging is due to a breach of contract by you.

31. What if you are overcharged?

- (1) If the retailer overcharges you, that is, your bill is more than the amount you are actually required to pay, the retailer must apply a credit to your next bill after the retailer becomes aware of the overcharging.
- (2) If you dispute the bill and the retailer agrees that an amount has been overcharged, you do not need to pay the amount overcharged but you must pay the undisputed amount by the due date.

32. What happens if your payment is dishonoured or declined?

- (1) The retailer may charge you a fee if payment of your bill is dishonoured or declined.
- (2) The fee must not exceed the maximum fee for a dishonoured or declined payment of a bill that is published and easily available to customers on the retailer's website at the time the payment is dishonoured or declined.

33. Can you be charged for an unauthorised connection?

- (1) If a service has been provided to your property without the approval of the operator as required by clause 44 or in a way that is contrary to an approval of the operator given under that clause, the retailer may require you to pay the charges that would have been payable for the service under this contract if the required approvals had been obtained or complied with.
- (2) If necessary, the retailer may determine when the service started being provided to your property and the basis on which the service was provided.

34. What can you do if you disagree with your bill?

- (1) If you dispute the amount of a bill, you should contact the retailer.
- (2) If you cannot resolve the dispute with the retailer, you should contact the Energy and Water Ombudsman NSW.
- (3) You will not be charged a late payment fee or interest on a disputed amount, and no further action may be taken for non-payment of a disputed amount, while the dispute is with the Energy and Water Ombudsman NSW.

Part 7 What can you do if you can't pay your bill?**35. What can you do if you are experiencing payment difficulty?**

- (1) If you are experiencing payment difficulty, you should contact the retailer who must use its best endeavours to assist you.
- (2) If you are experiencing payment difficulty, you may be able to negotiate a payment arrangement with the retailer—
 - (a) to defer payment for a short period of time, or
 - (b) to pay by instalments according to an agreed instalment plan that takes into account—
 - (i) your reasonable needs, and
 - (ii) your capacity to pay, and
 - (iii) the amount of arrears you have to pay, or
 - (c) to pay smaller amounts in advance on a regular basis rather than paying the full amount on each due date.
- (3) The payment arrangement must be designed—
 - (a) to ensure your arrears are cleared over a period of time and your debt does not continue to grow, and
 - (b) to deal with your financial difficulty in a fair and reasonable way.
- (4) If you enter into a payment arrangement, the retailer must give you written information setting out the details of the arrangement.
- (5) While you comply with the arrangement, you will not be charged a late payment fee or interest on an amount subject to the arrangement, and no further action may be taken for non-payment of an amount subject to the arrangement.
- (6) You may also contact the Energy and Water Ombudsman NSW if you are experiencing payment difficulty.

36. Are late fees or interest payable?

- (1) You will owe an overdue amount if—
 - (a) you do not pay your bill by the due date and have not entered into a payment arrangement with the retailer, or
 - (b) you do not make a payment in accordance with a payment arrangement with the retailer by the due date.
- (2) If you owe an overdue amount, the retailer may charge you—
 - (a) a reasonable additional fee for the late payment, or
 - (b) interest on the overdue amount.
- (3) The additional fee under subclause (2)(a) must not exceed the maximum fee published on the retailer's website on the due date.
- (4) The interest under subclause (2)(b) is payable at the rate that is 6% above the cash rate last published by the Reserve Bank of Australia before—
 - (a) 1 January, for each day that an amount is overdue between 1 January to 30 June, and
 - (b) 1 July, for each day that an amount is overdue between 1 July to 31 December.

37. Will you get a reminder notice?

- (1) The retailer must send you a reminder notice before taking further action for non-payment of an overdue amount.
- (2) A reminder notice must—
 - (a) specify the total amount due, including any late payment fee or interest, separately itemised, and
 - (b) state that payment is immediately due.
- (3) A reminder notice must advise you that—
 - (a) if you are experiencing payment difficulty, you may be able to enter into a payment arrangement with the retailer, and
 - (b) you have a right to seek a review of the retailer's decision about the overdue amount or payment arrangement by the Energy and Water Ombudsman NSW.
- (4) A reminder notice must be sent to you in the same way as a bill is sent to you.
- (5) If a reminder notice is sent to you, any late payment fee or interest added to your bill becomes part of the overdue amount for further notices or action.

38. Will you get a warning notice?

- (1) If you do not pay the overdue amount on a reminder notice, the retailer must send you a warning notice before taking further action for non-payment of the overdue amount.
- (2) A warning notice must warn you that—
 - (a) if the overdue amount is not paid in full within 10 business days after the date of the warning notice—the operator or retailer may, without further notice—
 - (i) take legal action to recover the overdue amount, or
 - (ii) restrict or disconnect the water or sewerage services provided to your property, and
 - (b) you may incur additional costs if action is taken under paragraph (a).
- (3) A warning notice must advise you that—
 - (a) if you are experiencing payment difficulty, you may be able to enter into a payment arrangement with the retailer, and
 - (b) you have a right to seek a review of the retailer's decision about the overdue amount or a payment arrangement by the Energy and Water Ombudsman NSW.
- (4) A warning notice must be sent to you in the same way as a bill is sent to you.

Part 8 When can your service be restricted or disconnected?**39. Can a service be restricted or disconnected if you don't pay your bill?**

- (1) The operator or retailer may restrict or disconnect a service provided to your property if you have not paid the overdue amount in full within 10 business days after the date of a warning notice sent to you by the retailer.
- (2) For non-payment of an overdue amount, the operator or retailer may not—
 - (a) disconnect your water supply or reduce the flow of drinking water below that necessary for basic sustenance and hygiene, or
 - (b) if the retailer has been notified that you are a customer with critical health needs or a person with critical health needs lives at your property—disconnect your water supply or reduce the flow of drinking water to your property, or
 - (c) disconnect a sewerage service or reduce the flow of sewage from your property below that necessary for basic hygiene.
- (3) Before the service is restricted or disconnected, the operator or retailer must use its best endeavours to make further contact with you, in person, by post or by phone, about the non-payment.
- (4) Before restricting or disconnecting a service, the operator or retailer must give reasonable notice to the occupier of your property of when the restriction or disconnection will take place.
- (5) The restriction or disconnection may only be carried out before 3pm on a day that is not a Friday, Saturday, Sunday or public holiday in New South Wales.
- (6) If your property is disconnected from the scheme, the operator or retailer may recover equipment of the operator or retailer installed on your property.
- (7) Despite subclause (1), the operator or retailer may not disconnect a service if—
 - (a) you have entered into a payment arrangement with the retailer and are making payments in accordance with the arrangement, or
 - (b) you have a review pending with the operator, retailer or the Energy and Water Ombudsman NSW that relates to a dispute about your bill or a payment arrangement, or
 - (c) you have notified the operator or retailer that you are receiving assistance from a community organisation in relation to the payment of the overdue amount.
- (8) Subclause (7)(c) applies only for 3 months after you have notified the operator or retailer and does not apply more than once in a 12-month period.
- (9) Despite subclause (2)(b), the operator or retailer may disconnect your water supply or reduce the flow of drinking water to your property if you do not give the retailer medical evidence of the critical health needs on request and within the period required by the retailer.

40. Can a service be restricted or disconnected if you do something wrong?

- (1) The operator or retailer may restrict or disconnect a service provided to your property if—
 - (a) you have not complied with your obligations under clause 42, 44 or 47, or
 - (b) you give false or misleading information to the operator or retailer and, if you had not given the false or misleading information—
 - (i) your property would not have been connected to the scheme for the service, or
 - (ii) your property would have been connected to infrastructure with a different design or capacity, or
 - (c) you intentionally cause damage to the scheme infrastructure.

Note—

See also clause 39, which allows the operator or retailer to restrict or disconnect a service if you have not paid an overdue amount in certain circumstances.

- (2) If the operator or retailer restricts or disconnects a service under subclause (1)(a), the operator or retailer must not—
 - (a) reduce the flow of drinking water below that necessary for basic sustenance and hygiene, or
 - (b) if you have told the retailer that you are a customer with critical health needs or a person with critical health needs lives at your property—disconnect your water supply or reduce the flow of drinking water to your property, or
 - (c) reduce the flow of sewage from your property below that necessary for basic hygiene.
- (3) If the operator or retailer restricts or disconnects a service under subclause (1)(a), the operator or retailer must disconnect the service only if the matter is sufficiently serious to warrant disconnection.
- (4) Before the operator or retailer restricts or disconnects a service under subclause (1), the operator or retailer must give you a written notice that—
 - (a) sets out the reasons for the restriction or disconnection, and
 - (b) invites you to make submissions within a specified period of at least 7 days as to why the service should not be restricted or disconnected, and
 - (c) if the restriction or disconnection is under subclause (1)(a)—specifies the following—
 - (i) the action you must take or not take to avoid the restriction or disconnection,
 - (ii) the period of at least 30 days after the date of the written notice within which you must take or not take the action.
- (5) A restriction or disconnection under this clause may only be carried out before 3pm on a day that is not a Friday, Saturday, Sunday or public holiday in New South Wales.
- (6) If your property is disconnected from the scheme, the operator or retailer may recover equipment of the operator or retailer installed on your property.
- (7) Despite subclause (2)(b), the operator or retailer may disconnect your water supply or reduce the flow of drinking water to your property if you do not give the retailer medical evidence of the critical health needs on request and within the period required by the retailer.

41. How do you get a service restored?

- (1) Immediately following restriction or disconnection of your water or sewerage service by the operator under clause 39 or 40(1)(a), the retailer must give you information about what you must do to have your service restored.
- (2) You may have to pay a fee for restoration of the service.
- (3) The fee may vary depending on the urgency with which you need the service to be restored.
- (4) When you have met the conditions for service to be restored, the operator must—
 - (a) restore the service as soon as reasonably practicable, and
 - (b) use its best endeavours to restore the service on the day on which the conditions for restoration are met, unless you agree otherwise.

Part 9 What are your obligations for damage, maintenance and repair?**42. What are your obligations?**

- (1) If the services provided to your property include the supply of recycled water, you must comply with the requirements specified in the written notice given to you under clause 53(3) for the safe use of the recycled water.
- (2) If the services provided to your property include a sewerage service, you must not discharge the substances specified in the written notice given to you under clause 53(4) from your property into the scheme infrastructure.
- (3) If the services provided to your property include a pressure sewer system, you must comply with the requirements specified in the written notice given to you under clause 53(5) for the operation and maintenance of the pressure sewer system.
- (4) The operator and retailer are not responsible for damage or loss caused by a failure of you or anyone else to comply with your obligations under this clause.
- (5) If the failure causes damage or loss to the operator or retailer or anyone else, you are liable for the damage or loss.
- (6) If you do not comply with your obligations under this clause, the operator may restrict or disconnect the service to which the obligations apply in accordance with clause 40.

43. When do you have to report damage and incidents?

You must report to the retailer, as soon as reasonably practicable, if you become aware of the following—

- (a) you or a person undertaking work for you or on your property may have caused damage to—
 - (i) the scheme infrastructure or its operation, or
 - (ii) a meter used in connection with the provision of services to your property,
- (b) there is a defect in the plumbing on your property that may have caused damage to—
 - (i) the scheme infrastructure or its operation, or
 - (ii) a meter used in connection with the provision of services to your property,
- (c) an incident that has occurred on your property may—
 - (i) adversely affect the scheme infrastructure or its operation, or
 - (ii) cause a risk to human health or safety or the environment to arise from the operation of the scheme infrastructure,
- (d) there is a connection to a stormwater drain or sewer main on your property which is not authorised,
- (e) there is a potential cross-connection between recycled water and drinking water infrastructure.

44. When do you have to get something approved?

- (1) You must obtain the prior approval of the operator for the following—
 - (a) work on the scheme infrastructure,
 - (b) work on your plumbing that may affect the operation of the scheme infrastructure,
 - (c) a new connection, or a change to a connection, between your plumbing and the scheme infrastructure,
 - (d) the disconnection of your plumbing from the scheme infrastructure,
 - (e) extracting anything from the sewer main that is part of the scheme infrastructure.
- (2) An application for an approval may be made to the operator or retailer.
- (3) You should make the application as early as possible to allow the operator time to make a decision.
- (4) The operator—
 - (a) may impose a charge for the application, and
 - (b) must consider the application as soon as reasonably practicable, and use its best endeavours to do so within 10 business days, and
 - (c) must give you written notice of the operator's decision, and
 - (d) if approval is given—may impose conditions on the approval, and
 - (e) must not, in determining an application or imposing a condition, constrain the installation or use of plumbing fixtures, appliances or equipment designed for facilitating the efficient use of water.
- (5) You must ensure compliance with the conditions of an approval.
- (6) If you undertake an activity without a required approval or you fail to comply with the conditions of an approval, the operator may restrict or disconnect the relevant service in accordance with clause 40.

Part 10 Who reads your water meter and what if it isn't working properly?**45. Is your water service metered?**

- (1) If the services provided to your property include the supply of water and the standard contract charges include a usage charge, the operator or retailer must supply a meter to measure the quantity of water supplied to your property.
- (2) You will be charged for the quantity of water supplied to your property as measured by the meter, except as otherwise provided in this part.
- (3) The meter for water usage will be read for each billing cycle in accordance with this part.
- (4) If you are supplied both drinking water and recycled water, separate meters must be used to measure the quantity of drinking water and the quantity of recycled water supplied to your property.

46. Can someone enter your property to read a meter?

- (1) The Act, section 65 authorises an employee or agent of an operator or retailer appointed as a meter reader to enter your property for the purpose of reading a meter.
- (2) The occupier of your property is entitled to ask the meter reader to produce the meter reader's identity certificate for inspection.
- (3) A meter reader may only enter your property for the purpose of reading a meter during normal business hours.
- (4) A meter reader is not entitled to enter a part of a building used for residential purposes except with the consent of the occupier.

47. What are your obligations to do with meters?

- (1) You must allow the operator or retailer, or a person authorised by the operator or retailer, to enter your property to install, test, maintain or replace meters for measuring the usage.
- (2) You must not—
 - (a) remove, damage or interfere with a meter, or
 - (b) allow a meter to be removed, damaged or interfered with by another person.
- (3) You must ensure—
 - (a) a meter is reasonably and safely accessible, and
 - (b) the meter and visible pipe connected to the meter must be clear of concrete, trees, bushes and other plants or obstructions.
- (4) You may engage, and pay for, a plumber to relocate your meter.
- (5) The plumber must only relocate the meter in accordance with the connection requirements published on the operator's website.
- (6) If there is a failure to comply with an obligation relating to a meter under this clause, the operator may restrict or disconnect the relevant service in accordance with clause 40.

48. What happens if you do not provide safe access for meter reading?

- (1) If a meter cannot be read because you do not provide reasonable and safe access to the meter, you may be charged the reasonable cost of the failed attempt to read the meter and you may be billed on an estimate of your usage.
- (2) If a meter cannot be read because you do not provide reasonable and safe access to the meter on 2 or more consecutive occasions, the operator or retailer may—
 - (a) after making a reasonable attempt to consult you, relocate the meter at your cost, or
 - (b) seek access to the meter at a time suitable to you and charge you for the reasonable cost of reading the meter at that time, or
 - (c) ask you to read the meter on their behalf, or
 - (d) make other arrangements with you.

49. When can estimated usage be used instead of meter reading?

- (1) An estimated usage for a billing cycle may be used if usage charges are payable for a service provided to your property and—
 - (a) the operator or retailer has attempted to read the meter but has not been able to do so as necessary for a billing cycle, or
 - (b) a meter for the service has been tested and found to be inaccurate, or
 - (c) a meter for the service has been removed or interfered with so that an accurate meter reading is not available, or
 - (d) a service has been unlawfully obtained without measurement by a meter.
- (2) If subclause (1) applies, the usage of the service for the billing cycle may be estimated on a basis that is representative of the usage pattern for the service.
- (3) If, in the retailer's opinion, there is no satisfactory basis on which to make an estimate under subclause (2), the retailer may determine a method for calculating the usage charge after consulting you.

50. Can you ask for your meter to be tested?

- (1) If you think that a meter is not accurately recording water passing through it, you may ask the retailer to test it.

Note—

Who conducts the test will depend on arrangements between the operator and retailer.

- (2) The retailer may require you to pay the costs of the meter test before the test.
- (3) Costs paid under subclause (2) must be refunded if the meter is shown to be inaccurate.
- (4) The retailer must send you the meter test results at your request.
- (5) If the test shows that the meter is recording at least 4% more than the actual amount of water passing through it, the retailer must—
 - (a) replace or repair the meter, and
 - (b) refund any costs paid by you for the test, and
 - (c) recalculate your bill on a basis that is representative of your usage pattern.
- (6) If, in the retailer's opinion, there is no satisfactory basis on which to make a calculation under subclause (5)(c), the retailer may determine a method for calculating the charge after consulting you.

Part 11 When can the operator or retailer enter your property?**51. When can the operator or retailer enter your property to carry out work?**

- (1) The Act, Part 6, Division 2 authorises an authorised agent of the operator to enter your property—
 - (a) to carry out an inspection or maintenance work on its scheme infrastructure, or
 - (b) to carry out necessary repair work on its scheme infrastructure, or
 - (c) to carry out emergency work on its scheme infrastructure.
- (2) The owner or occupier of your property must provide safe access for an authorised agent to exercise the functions under the Act.
- (3) The authorised agent must show the certificate of authority for inspection to the owner or occupier of your property if asked.
- (4) Except in an emergency, a power of entry may be exercised only during daylight hours.
- (5) An authorised agent must not enter a part of a building used for residential purposes except—
 - (a) with the consent of the occupier or, if there is no occupier, the owner, or
 - (b) under the authority conferred by a warrant of entry obtained under the Act, Part 6, Division 2.
- (6) In exercising functions under the Act, Part 6, Division 2, the authorised agent must—
 - (a) do as little damage as practicable, and
 - (b) subject to that division, compensate all persons who suffer damage by the exercise of the functions.
- (7) Compensation may be made by reinstatement, repair, construction of works or payment.
- (8) You, or an occupier of your property, affected by the exercise or proposed exercise of a function under the Act, Part 6, Division 2 may apply to the Energy and Water Ombudsman NSW for review of a decision to exercise the function.

52. When can the operator or retailer require you to remove trees or take other action?

- (1) The Act, section 60 allows the operator to require you to remove a tree, shrub or other plant, including its roots, if the operator has reasonable cause to believe that it is destroying, damaging or interfering with the scheme infrastructure.
- (2) The Act, section 60 deals with whether or not the cost will be reimbursed and with other related matters.

Part 12 What information must the operator or retailer give you?

53. What information must the retailer give you at the start?

- (1) The retailer must give you a written notice—
 - (a) before services are first provided to your property, and
 - (b) with your first bill for your property.
- (2) The written notice must contain the following information—
 - (a) the scheme and a link to the IPART register on IPART's website,

Note—
The Act, section 89A requires IPART to keep a register.

 - (b) the services provided to your property,
 - (c) the property to which the services are to be provided,
 - (d) the location of connection points between your property and scheme infrastructure,
 - (e) the details of the operator and retailer,
 - (f) for each operator and retailer—
 - (i) a phone number on which the operator or retailer may be contacted between 8.30am and 5.30pm Monday to Friday, excluding public holidays in New South Wales, and
 - (ii) a postal address, and
 - (iii) a website you may use to contact the operator or retailer,
 - (g) the 24-hours fault line,
 - (h) where to find information about pensioner rebates,
 - (i) where to find information about the customer complaints procedures,
 - (j) the requirement that you must tell the retailer if you or a person living at your property has critical health needs,
 - (k) the details of the last resort providers for the service.
- (3) If the services provided to your property include the supply of recycled water, the written notice must also specify the requirements you must comply with for the safe use of the recycled water.
- (4) If the services provided to your property include a sewerage service, the written notice must also specify the substances you must not discharge from your property into the scheme infrastructure.
- (5) If the services provided to your property include a pressure sewer system, the written notice must also specify the requirements you must comply with for the operation and maintenance of the pressure sewer system.

54. When and how will the retailer give you updated information?

- (1) If there is a change to the information given to you in a written notice under clause 53, the retailer must give you another written notice, so that the information is always up to date.
- (2) The obligations specified in clause 53(3)–(5) cannot be changed unless you are given written notice of the change and the date the change comes into effect.
- (3) A change cannot come into effect until at least 30 days after the date on which you are given the written notice.

55. How must the operator or retailer notify you under the contract?

- (1) You are taken to have received a written notice sent to you by the operator or retailer under this contract—
 - (a) when the notice is given to you personally, or
 - (b) when the notice is left with a person apparently over 16 years of age at the last residential or business address you gave the operator or retailer, or
 - (c) if the notice is posted to you at the last billing, residential or business address you gave the operator or retailer—when the notice would ordinarily be delivered by post, or
 - (d) if the notice is sent to you by email to the last email address you gave the operator or retailer—when the email was sent, or
 - (e) if you have not given a billing, residential or business address to the operator or retailer—when the notice is left in a prominent place on the property.
- (2) Depending on the arrangements between the operator and retailer, the retailer may give you a notice on behalf of the operator or the operator may give you a notice on behalf of the retailer.

Part 13 What information must you give the operator or retailer?

56. What contact information must you give the retailer?

- (1) You must, at the request of the retailer, give the retailer your name, residential or business address, and billing address, which may be an email address.
- (2) You must tell the retailer as soon as possible if the information changes.

57. What information about your plumbing must you give the retailer?

- (1) You must, at the request of the retailer, give the retailer information about your plumbing, and how it is used or intended to be used, if the information is reasonably needed for the provision of the services.
- (2) If there is a material change to your plumbing or how it is used or intended to be used, you must tell the retailer.

Example—

If you change the use of your property and the quantity of water needed for the new use is substantially different, or the quantity or type of sewage discharged from your property for the new use is substantially different, you must tell the retailer of the change of use.

58. If you have tenants, what information must you give the retailer?

You must, at the request of the retailer, give the retailer information about whether or not your property is leased.

59. What obligation do you have to give accurate information?

You must not make a statement that is false or misleading, including by omission, in information given to the operator or retailer under this contract.

60. How can the operator and retailer use your information?

- (1) The operator and retailer may exchange information about your creditworthiness, credit standing, credit history or credit capacity with the following—
 - (a) credit reporting agencies,
 - (b) credit providers,
 - (c) suppliers,
 - (d) the agents, contractors and franchisees of the operator or retailer,
 - (e) if your property is in a strata scheme, community scheme or company title scheme—the owners corporation, operator or agent of the scheme.
- (2) If your property is in a strata scheme, community scheme or company title scheme, the operator and retailer may obtain your contact details, including your address if you do not live at the property, from the owners corporation, operator or agent of the scheme.
- (3) The operator and retailer must comply with their obligations under relevant legislation dealing with privacy and access to information.

61. How must you notify the operator or retailer under the contract?

- (1) The operator is taken to have received a written notice sent by you to the operator under this contract—
 - (a) when the notice is delivered to an office of the operator or retailer, or
 - (b) if the notice is posted to an office of the operator or retailer—when the notice would ordinarily be delivered by post, or
 - (c) if the notice is sent to the operator or retailer by email to the last email address given to you by the operator or retailer—when the email was sent.
- (2) The retailer is taken to have received a written notice sent by you to the retailer under this contract—
 - (a) when the notice is delivered to an office of the retailer, or
 - (b) if the notice is posted to an office of the retailer—when the notice would ordinarily be delivered by post, or
 - (c) if the notice is sent to the retailer by email to the last email address given to you by the retailer—when the email was sent.

Part 14 What else do you need to know?**62. What if the operator or retailer changes?**

- (1) If there is a change in the operator or retailer (the former operator or retailer)—
 - (a) the contract between you and the former operator or retailer ceases to exist, and
 - (b) a contract exists between you and the new operator or retailer.
- (2) This does not affect your rights or obligations, or the rights or obligations of the former operator or retailer, that accrue before the change.
- (3) Any modifications or exclusions that you agreed with the former operator or retailer do not apply to the contract with the new operator or retailer unless you and the new operator or retailer agree to them.
- (4) The operator and retailer must not charge you fees for changing to a new operator or retailer.
- (5) If the new operator or retailer is a public water utility, this contract does not apply and the public water utility's customer contract applies instead.

63. What if the operator or retailer can no longer provide the services?

- (1) If services provided to your property are provided by essential infrastructure and the operator or retailer is declared under the Act to have failed, a last resort provider will step in to provide the services.
- (2) There will no longer be a contract between you and the failed operator or retailer for the services but there will be a contract between you and the last resort provider for the services.
- (3) The Act will govern the terms of the contract between you and the last resort provider for the services.
- (4) This does not affect your rights or obligations, or the rights or obligations of the failed licensee, that accrue before the failure.
- (5) Information, including personal information, may be given to the last resort provider to enable the services to continue to be provided.
- (6) The charges for the services may also change as allowed for by the Act.

64. How do you ask the operator or retailer to review a decision?

You may apply to the operator or retailer for a review of—

- (a) a matter arising under this contract, or
- (b) the exercise or proposed exercise of powers under the Act, Part 6, Division 2 by or on behalf of the operator, or
- (c) other matters prescribed by the regulation.

65. Energy and Water Ombudsman NSW can help you resolve a dispute

If you cannot resolve a dispute with the retailer, you may contact the Energy and Water Ombudsman NSW, which provides a free service.

Part 15 Dictionary

24-hour faults line means a 24-hour phone number for reporting faults to the operator, finding out information about faults in the scheme and seeking emergency assistance from the operator.

critical health needs, in relation to you or a person who lives at your property, means a person who needs a continuous drinking water service to operate a life support machine or for other critical health needs.

operator means a registered operator.

overdue amount has the same meaning as in clause 36.

property includes premises and land.

retailer means a registered retailer.

scheme means the water industry infrastructure operated by the operator.

scheme infrastructure—see clause 6.

services means the water or sewerage services provided by the scheme to your property by the operator.

standard contract charges means the charges you must pay for water or sewerage services provided to your property under this contract.

the Act means the [Water Industry Competition Act 2006](#).

the regulation means the [Water Industry Competition \(General\) Regulation 2024 \[NSW\]](#)

your plumbing—see clause 7.

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