



IPART Independent
Pricing and Regulatory
Tribunal | NSW

Sydney Water

Draft Customer Contract

2024-2028

Water >>

Tribunal Members

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Further information on IPART can be obtained from [IPART's website](#).

Acknowledgment of Country

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

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

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Contents

| | |
|--|----|
| Foreword | 4 |
| 1 Introduction | 4 |
| 2 What is this Customer Contract and who is covered by it? | 4 |
| 3 What services do we provide? | 6 |
| 4 Factors affecting service | 10 |
| 5 What you pay | 11 |
| 6 What you can do if you are unable to pay your bill | 16 |
| 7 Restriction or disconnection of services | 18 |
| 8 Responsibilities for maintenance and repair | 22 |
| 9 Defective or unauthorised work | 28 |
| 10 Entry onto your property | 29 |
| 11 Meter reading, installation, testing and maintenance | 30 |
| 12 Redress | 33 |
| 13 What you can do if you are unhappy with our services | 36 |
| 14 Who you should contact | 38 |
| 15 Consultation, information and privacy | 40 |
| 16 Definitions, interpretation and policies | 41 |

Foreword

Sydney Water Corporation (Sydney Water) provides **drinking water services** and **wastewater services** to people in Sydney, the Illawarra and the Blue Mountains. Sydney Water also provides some **recycled water services, stormwater services** and **trade waste services**.

Our key objectives are protecting public health, protecting the environment and operating as a successful business.

This **Customer Contract** outlines your rights and obligations as a **customer** using our **services** and sets the minimum standards of customer service that you can expect from us. It is our service guarantee to our **customers**. It also outlines our rights and obligations to help us meet our key objectives.

For more information about Sydney Water and the **services** we provide, visit our website at www.sydneywater.com.au or call us on 13 20 92.

1 Introduction

1.1 Words used in this Customer Contract

Words in bold in this **Customer Contract** have a special meaning. The meanings are set out in the definitions in clause 16.1.

1.2 Understanding the Customer Contract

Clause 16.2 of this **Customer Contract** will assist you in interpreting the **Customer Contract**.

In addition to this **Customer Contract**, you may have statutory rights under **Law**, including the consumer guarantees regime under the **Australian Consumer Law**. This **Customer Contract** is not intended to remove or limit any of your statutory rights under **Law**.

2 What is this Customer Contract and who is covered by it?

2.1 What is this contract?

- (1) This **Customer Contract** is between us, **Sydney Water**, and you, the **customer**. This **Customer Contract** is valid, **legally binding and enforceable. You do not need to sign it.**
- (2) The *Sydney Water Act 1994* (NSW) (**Act**) requires that we have this **Customer Contract** with you. It provides the terms under which we provide, where available, **services** to you. It also sets out both your and our rights and obligations, including your rights in any **dispute** with us.
- (3) A brief explanation of this **Customer Contract** is available on our website. We will also provide you a copy of the brief explanation if you contact us via our **Contact Centre**.

2.2 Who is covered by this contract?

- (1) You are our **customer** and you are covered by this **Customer Contract** if you own a **property** that is:
 - (a) connected to our **water infrastructure** or **wastewater infrastructure** and within our **area of operations**, or
 - (b) within a **declared stormwater drainage area** or the **Rouse Hill stormwater catchment area** and you are liable to pay the charges for the **stormwater services** we provide.



Note: This **Customer Contract** only applies to **customers** described in clause 2.2(1).

If you are not a **customer** but receive **services** from us as a **consumer**, please refer to our separate document about the protections available to you.

This separate document is available on our website and through the **Contact Centre**.

- (2) If you have a water supply or sewerage services contract from a licensee under the *Water Industry Competition Act 2006* (NSW) (**WIC Act**), then this **Customer Contract** only applies to you for the **services** you receive directly from us. For the purposes of the **WIC Act**, water supply services include **recycled water services**.

2.3 Other agreements with us

- (1) We may enter a **separate agreement** with you for different levels of **services**. This may include:
 - (a) if a **non-residential customer** requests different service levels for **services**, or a
 - (b) separate or additional services agreement for **trade waste, sewer mining, stormwater** harvesting, or **recycled water**.
- (2) The terms of the **separate agreement** will prevail over the terms of this **Customer Contract**, to the extent of any inconsistency between them.
- (3) Before entering a **separate agreement** with you, we will:
 - (a) provide you with an estimate of the costs to supply you with the **services** requested, and
 - (b) advise you of any difference from the standards of service set out in this **Customer Contract**.

2.4 When does this Customer Contract commence?

- (1) This **Customer Contract** comes into effect on 1 July 2024 and will apply to you:
 - (a) from that date if you are already a **customer**, or
 - (b) from the date that you become a **customer**.

Drafting Note: The commencement date may need to be updated to reflect the actual commencement date. **Sydney Water** must publish a notice setting out or summarising a variation to the **Customer Contract** at least 6 months before the variation becomes effective or within a shorter period approved by the **Minister**.

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- (2) On its commencement, this **Customer Contract** replaces any previous **Customer Contract** between you and us. **If you have a separate agreement with us, that separate agreement will continue.** Any rights and liabilities that have accrued under any previous **Customer Contract** with us are not affected by the commencement of this **Customer Contract**.

2.5 When does this Customer Contract end?

- (1) This **Customer Contract** ceases to apply to you if you are no longer covered by this **Customer Contract** under clause 2.2. The ending of this **Customer Contract** does not affect any rights or obligations accrued by either you or us prior to that point in time.
- (2) If this **Customer Contract**, or part of the **Customer Contract**, ends because you have requested that some or all of the **services** that we provide to your **property** be transferred to a licensee under the **WIC Act**, we will comply with the Transfer Code of Conduct established under the **WIC Act** to effect the transfer.

2.6 Variation of this Customer Contract

- (1) We may vary this **Customer Contract** with the Governor's **approval** and in accordance with section 59 of the **Act**.
- (2) If the **Customer Contract** is varied, we will provide a notice explaining the variation by:
- (a) publishing in a daily newspaper in the **area of operations** and on our website and providing the notice on request through the **Contact Centre**, and
 - (b) providing each **customer** a copy of the notice with your next **bill**, via the method you have chosen to receive your **bill**, although failure to do so will not invalidate the variation.
- (3) We will make the notice available in the manner provided for in clause 2.6(2) above at least 6 months before the variation becomes effective, or for a shorter notice period as approved by the **Minister** in accordance with the **Act**.
- (4) The varied **Customer Contract**, with explanatory materials, will be available on our website and by request via the **Contact Centre**, free of charge, from the date the variation takes effect.
- (5) This clause does not apply to variations of **charges** made in accordance with an **IPART** determination. They are explained in clause 5 (which also includes information on how we will publish any variations to these **charges**).

3 What services do we provide?

3.1 Water supply services

Supply of **drinking** water

- (1) **If your property has an authorised connection to our water main,** we will supply you with **drinking water** to meet your reasonable needs, except:
- (a) in the case of **unplanned interruptions**, or **planned interruptions**, under clauses 4.1 or 4.2,

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- (b) in the case of **water restrictions**, under clauses 3.1(10) to 3.1(13) to the extent required to comply with the **water restrictions** in force at the time,
 - (c) where we are entitled to **restrict** or discontinue supply under clause 7,
 - (d) in the case of **major operational incidents** under clause 4.3, or
 - (e) in the case of events beyond our reasonable control in accordance with clause 4.5.

Supply of recycled water

- (2) To receive **recycled water** from us, your **property** must be within a Sydney Water **recycled water area** or you must enter into a **separate agreement** with us.
- (3) If you are eligible to receive **recycled water**, we will supply you with **recycled water** to meet your reasonable needs, except:
 - (a) in the case of **unplanned interruptions**, or **planned interruptions**, under clauses 4.1 or 4.2,
 - (b) where we are entitled to **restrict** or discontinue supply under clause 7,
 - (c) in the case of **major operational incidents** under clause 4.3, or
 - (d) in the case of events beyond our reasonable control in accordance with clause 4.5.
- (4) If we supply you with **recycled water**, we will give you information on the standard requirements for its safe use. We are not responsible for your use of **recycled water** contrary to the information we provide.

Drinking water quality

- (5) The **drinking water** we supply to you will comply with the **Australian Drinking Water Guidelines** and any health-based requirements that **NSW Health** reasonably specifies in writing.

Recycled water quality

- (6) The **recycled water** we supply to you will comply with the **Australian Guidelines for Water Recycling** and any health-based requirements that **NSW Health** reasonably specifies in writing.

Health or special needs

- (7) If you require a continuous **drinking water service** to operate a life support machine or for other special health needs, you must notify us. We will include you on our list of critical **customers** 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. We will make every reasonable effort to provide a continuous **drinking water service** to meet your reasonable health needs. However, disruptions to your **drinking water service** are not always preventable, so you should be ready to make alternative arrangements for the supply of **drinking water** to operate a life support machine or for other special health needs. If this scenario applies to you, you may also be eligible for a free water allowance. Information about the free water allowance can be found on our website.

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- (8) Critical **customers** will receive notification of any **planned interruption** to the **drinking water service**. We will also alert our critical **customers**, whenever possible, that supply has been interrupted due to an emergency. It is not always possible to advise you of **unplanned interruptions** so it is important you have other contingencies in place should you experience disruption to your water supply.

Drinking water pressure

- (9) We will **make every reasonable effort to** ensure that the **drinking water service** **we provide for authorised connections** is at a minimum of 15 metres head of pressure at the **connection point**. This pressure is recognised as suitable for **residential customers** and **non-residential customers**.

Water restrictions

- (10) The **Sydney Water Regulation** allows the **Minister** to place **water restrictions** on the supply of water, if the **Minister** considers it is necessary to do so:

- (a) in the case of drought or emergency, or
- (b) in the public interest for the purpose of maintaining water supply.

- (11) We will publish notice of any **water restrictions** on our website and in a daily newspaper in the **area of operations**. We will also notify you in your next **bill** of any **water restrictions** consistent with the **Act** and **Operating Licence**. You must comply with the conditions of the **water restrictions** on and from the date specified in the notice.

Note: Notice of the water restrictions will also be published in accordance with regulation 24 of the **Sydney Water Regulation**.

- (12) The **water restrictions** may regulate or restrict, across all of our **area of operations** or part of that area as specified in the notice:

- (a) the purpose for which water may be used,
- (b) the times when water may be used,
- (c) the quantities of water that may be used, or
- (d) the means or methods of using water.

- (13) The **water restrictions** will override any inconsistent provisions in this **Customer Contract**. If you do not comply with the **water restrictions**:

- (a) you may be issued a **penalty notice**, and/or
- (b) we may **restrict** or **disconnect** the **water supply service** to your **property**.

3.2 Wastewater services

Supply of wastewater services

- (1) If your **property** **has an authorised connection** to our **wastewater infrastructure**, we will provide you with **wastewater services** to meet your reasonable needs for the discharge of **wastewater** from a **residential property** except:
- (a) in the case of **unplanned interruptions** or **planned interruptions** under clauses 4.1 and 4.2,

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- (b) where we are entitled to **restrict** or **disconnect** supply under clause 7,
 - (c) in the case of **major operational incidents** under clause 4.3, or
 - (d) in the case of events beyond our reasonable control, in accordance with clause 4.5.

Note: **Trade waste** from non-residential properties may be discharged into our **wastewater infrastructure** under clause 3.2(5).

Wastewater overflow

- (2) We will make every reasonable effort to minimise the incidence of **wastewater overflows** on your **property** due to a failure of our **wastewater infrastructure**.
- (3) In addition to any statutory rights you may have under **Law**, including the **Australian Consumer Law**, if there is a **wastewater overflow** on your **property** due to the failure of our **wastewater infrastructure**, we will:
 - (a) minimise inconvenience and damage to you **including by containing the overflow as soon as possible**,
 - (b) clean up the affected area as quickly as possible at our cost and in a manner that minimises the risk to human health and the environment, and
 - (c) pay or provide any rebate or redress that may be due to you under clauses 12.2 and 12.3.

Sewer mining

- (4) You may extract **wastewater** from our **wastewater infrastructure** only if you have a **valid** separate agreement with us and obtained our prior written consent. **You may also require approval from other authorities**. You should contact us through the **Contact Centre** for further information.

Trade waste services

- (5) You may discharge **trade waste** into our **wastewater infrastructure** only if:
 - (a) you have obtained our **prior** written consent,
 - (b) you discharge **in accordance with the trade waste acceptance standards published on our website**, and
 - (c) **where it is required, you** have a valid **and separate agreement** with us for this activity.
- (6) We will not give our written consent if by accepting the **trade waste**, we would be in breach or potentially in breach, of any **Law**, including the **Act**, our **Operating Licence**, or our **Environment Protection Licences** issued under the *Protection of the Environmental Operations Act 1997* (NSW) in relation to our wastewater infrastructure.
- (7) We reserve the right to refuse to accept **trade waste** into our **wastewater infrastructure** if we determine that it poses a risk to:
 - (a) our operations,
 - (b) the health and safety of **our people**, or
 - (c) our ability to service or meet the expectations of our broader **customer** base.

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- (8) You can contact us **through the Contact Centre** to obtain further information on the guidelines and standards for a **trade waste** discharge.

3.3 Stormwater services

Stormwater services

- (1) Our **stormwater infrastructure** is in the **declared stormwater drainage areas** or within the **Rouse Hill stormwater catchment area** and consists mostly of major open channels and large pipe systems that collect the discharge from street drainage systems managed by local councils. While your **stormwater** is generally not directly connected to our **stormwater infrastructure**, we transport the **stormwater** collected through our **stormwater infrastructure** to its eventual discharge point. We will charge you for this service in accordance with the maximum prices, or methodology for fixing the maximum prices, determined by **IPART**.
- (2) You may contact us through the **Contact Centre** to determine if your **property** is within a **declared stormwater drainage area** or within the **Rouse Hill stormwater catchment area**.
- (3) We will notify you if an area of land is newly declared to be a **declared stormwater drainage area** and the declaration affects your **property**.

Stormwater harvesting

- (4) You may extract **stormwater** from our **stormwater infrastructure** only if you have obtained our prior written consent and **have a valid separate agreement** with us. **You may also require approval** from other **authorities**. You should contact us through the **Contact Centre** for further information.

4 Factors affecting service

Our obligations to you under clause 3 (except clause 3.1(5)) are suspended for the duration of any of the events described in clauses 4.1 to 4.5, to the extent those events prevent us from complying with the relevant obligation.

4.1 Unplanned interruptions

- (1) If there is an **unplanned interruption** to your **services**, we will **make every reasonable effort to** minimise the inconvenience to you by:
 - (a) restoring the **services** as quickly as possible, and
 - (b) providing access to a 24-hour leaks and faults telephone service (outlined in clause 14.1(1)).
- (2) We will give you access to emergency supplies of **drinking water** and/or toilet facilities where reasonably practicable and necessary having regard to the particular circumstances, **unless your separate agreement provides otherwise**.
- (3) Our website will provide information about **unplanned interruptions** (including, where possible, estimated times for restoration of the **services**). Through the website, you can subscribe to alerts about water outages impacting your **property**. **Owners** who have

registered for **My Account** through our website are automatically subscribed for service interruption alerts using the contact details provided at the time of registration.

4.2 Planned interruptions

- (1) We may need to arrange **planned interruptions** to your **services** to allow for **modification** (for example, a new **customer connection**) or planned **maintenance** of our **infrastructure**.
- (2) We will notify you **in writing** of the expected time and duration of any **planned interruption**. We will provide you with at least 2 **business** days' notice if you are a **residential customer** and **5 business** days' notice if you are a **non-residential customer** (or such other times as agreed with you) of a **planned interruption**.
- (3) Our website will also provide information about **planned interruptions**. Through the website, you can subscribe to alerts about water outages impacting your **property**. **Owners** who have registered for **My Account** through our website are automatically subscribed for service interruption alerts using the contact details provided at the time of registration.
- (4) We will make every reasonable effort to reinstate your **services** within 5 hours from when the supply of water is turned off.

4.3 Major operational incident

- (1) We may need to shut down part of our **infrastructure** if a **major operational incident** occurs. We may interrupt the **services** or ask the **Minister** to place **water restrictions** on the use of **drinking water**, until the **major operational incident** is over.
- (2) Where practicable, we will publish notice of the **major operational incident** and the anticipated time of outage on our website.

4.4 Restriction or disconnection

We may **restrict** or **disconnect** your **services** for any of the reasons set out in clause 7.

4.5 Force majeure

- (1) Our ability to provide **services** to you may be affected by events beyond our reasonable control, such as:
 - (a) severe weather or conditions resulting from severe weather (or a like event as classified by the Bureau of Meteorology), or
 - (b) a physical natural disaster including fire, flood, lightning or earthquake.

5 What you pay

5.1 How charges are set

- (1) We will set and vary **charges** from time to time as allowed by the **Act**, our **Operating Licence** and the maximum prices or methodologies for fixing maximum prices determined by **IPART**.

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- (2) You may be entitled to an exemption from **service charges** based on the use of your land.
 - (3) If the date for commencement of a variation occurs part way through your **billing cycle**, we will apply the variation of **charges** on a daily 'pro-rata' basis.

5.2 Publication of charges

- (1) We will publish up-to-date information on our charging policies, current **charges** and **concessions** on our website. We can also provide you this information **free of charge** if you contact us through the **Contact Centre**. This information is also available in languages other than English.
- (2) We will also publish any variations to our **charges** on our website and provide details with your next **bill**. The variation will commence on:
 - (a) the first business day of the next **billing cycle**,
 - (b) a date we nominate after we have published the change, or
 - (c) a date determined by **IPART**.

5.3 Responsibility to pay the bill

- (1) You must pay us the amount on your **bill** by the date specified, unless you have made other **payment arrangements** with us.
- (2) If you are a new owner of land, you must pay us any unpaid charges in relation to the land.

5.4 Concessions

- (1) If you hold one of the recognised pensioner concession cards you may be eligible for a government funded pension concession.
- (2) You must apply to us for the concession. **Information about your eligibility for a concession is available on our website**. We can provide you this information **free of charge** if you contact us through the **Contact Centre**. This information is also available in languages other than English.
- (3) By applying for a concession, you authorise us to make enquiries with relevant **authorities** to confirm your eligibility.

Note: See clause 15.3 for an outline of the information we may provide to relevant authorities for the purpose of confirming your eligibility for a concession.

- (4) If **we determine** you are eligible for a concession, we will ensure that it is applied **to the full billing cycle**, in which you have requested the concession. You must advise us if your eligibility for a concession changes.

Note: You may be entitled to other allowances or rebates under clause 12.

5.5 Your bill

When will your bill be sent?

- (1) We will issue a **bill** to **residential customers** every 3 months for the **services** we provide to you, unless otherwise agreed.

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- (2) Subject to clause 5.5(3), we will issue a **bill to non-residential customers** every 3 months for the **services** we provide, unless otherwise agreed.
 - (3) We may, at our discretion, send **non-residential customers** a monthly **bill** for high water usage and **wastewater** disposal.
 - (4) We will provide you with copies of your **bills** for the previous 12 months at any time on request through the **Contact Centre**, free of charge.

What information is on your bill?

- (5) We will ensure that your **bill** contains details of:
 - (a) the address of the **property** where the **charges** have been incurred,
 - (b) the dates to which the **charges** apply,
 - (c) any credit or overdue amounts from previous **bills**,
 - (d) the usage and service **charges** separately itemised,
 - (e) other **charges** payable,
 - (f) the total amount due,
 - (g) the date payment is due,
 - (h) your postal address and account number,
 - (i) options for the method of payment,
 - (j) the most recent **meter** reading,
 - (k) a comparison of your water usage with your past usage, where available,
 - (l) contact telephone numbers for account **enquiries** and emergency services,
 - (m) how to get information on payment assistance options,
 - (n) your rights to rebates, and
 - (o) information in community languages about the availability of interpreter services and the phone number for these services.

How are bills issued?

- (6) We will send your **bill** to your nominated postal address. If you do not nominate a postal address, the **bill** will be sent to:
 - (a) the **property** to which the **services** are available or provided, or
 - (b) your last known postal address.
- (7) We may offer other methods of sending you your **bill** (such as electronically) during the term of this **Customer Contract**. If that happens you may request to receive your **bill** and other communications regarding payment by one of these other methods instead of through the post. If your bill cannot be delivered through one of these other methods, we will post the **bill** as outlined in clause 5.5(6).

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- (8) We will consider your **bill** as delivered to you once we have sent it to you electronically or via post. You must let us know if you move or if your electronic or postal address changes using one of the methods on our website or through the **Contract Centre**.

5.6 How can payment be made?

- (1) You must pay your **bill** by one of the payment methods outlined in your **bill**. These methods are also outlined on our website. We will not accept payments by other methods.
- (2) We may not accept payment if we suspect the use of fraudulent or unauthorised activities.
- (3) If we apply a payment incorrectly to your bill, we will reverse the payment and inform you of this reversal.

5.7 Dishonoured or declined payments

- (1) If payment of your **bill** is dishonoured or declined, we will charge you the relevant maximum administrative **charge** specified by **IPART**.
- (2) We may refuse to accept personal cheques or card payments for a specific **bill** where 2 or more dishonoured payments have occurred. We may refuse future payments by these means if you have a history of dishonoured payments.

5.8 Overdue account balances

- (1) If you do not pay your **bill** by the due date, you will have an overdue account balance and, in accordance with our *Overdue Payments Policy*, we may charge you:
- (a) interest on your overdue account balance, which will accrue daily, commencing on the first day after the **bill** due date until you have paid the amount that is overdue, or
- (b) a late payment fee but only if a maximum late payment fee amount is specified by **IPART** as part of a review conducted by **IPART** under the *Independent Pricing and Regulatory Tribunal Act 1992* (NSW).
- (2) Any late payment fee we charge you will:
- (a) not exceed the maximum late payment fee amount specified by **IPART**,
- (b) be charged in accordance with any terms and conditions specified by **IPART** as part of the review (including conditions requiring us to provide you with adequate notice prior to charging you a late payment fee).
- (3) We may also charge you the costs and fees that we incur in recovering (or attempting to recover) an overdue amount.
- (4) We will not charge you interest on your overdue account balance or a late payment fee if you have entered a **payment arrangement** with us due to **payment difficulty**.

5.9 Undercharging

- (1) If, due to our error, your **bill** states that you are required to pay us an amount that is less than what you are actually required to pay us (that is, we have undercharged you) we may adjust your next **bill** to include, as a separate item, the amount (or amounts) by which you were previously undercharged.

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- (2) However, you must pay the correct amount immediately upon request if the undercharging is due to:
 - (a) you providing false information,
 - (b) you not providing up to date information about a change of use of the **property**,
 - (c) you not providing up to date information about the number of dwellings on the **property**,
 - (d) an **unauthorised connection**,
 - (e) a breach of this **Customer Contract** or the **Act**, or
 - (f) building works which were not approved in accordance with clause 9.3.
 - (3) If the undercharging is due to an unauthorised connection, we may charge you from the date we determine an **unauthorised connection** to have occurred (for example, you have not obtained our written consent in accordance with clause 9.1 or you have not obtained the required **approvals** for the connection).

5.10 Overcharging

- (1) If, due to our error, your **bill** states that you are required to pay us an amount that is greater than what you are actually required to pay us (that is, we have overcharged you), we will apply a credit to your next **bill** after we become aware of the error, **except where the error is due to:**
 - (a) you providing false information,
 - (b) you not providing up to date information about a change of use of the **property**,
 - (c) you not providing up to date information about the number of dwellings on the **property**,
 - (d) an **unauthorised connection**, or
 - (e) a breach of this **Customer Contract** or the **Act**.

5.11 Account queries and billing disputes

- (1) If you have questions regarding the **charges** on your **bill**, you should contact us through the **Contact Centre**.
- (2) If there is an unresolved **dispute** concerning an amount of money to be paid by you, we will not seek the disputed amount from you until the **dispute** has been resolved. **Once the dispute has been resolved, you must, if the resolution is in our favour, pay the determined amount.**

Note: See clause 13.3 for when a dispute is considered to be resolved.
- (3) You are obliged to pay any undisputed amount by the due date **shown on your bill**.

5.12 Wastewater usage charge

- (1) We will charge **non-residential customers** a **wastewater usage charge** as determined by **IPART**.
- (2) We will determine a **wastewater usage discharge factor** that is used to calculate **wastewater service** and usage **charges** for **non-residential customers**. **Unless you have**

a **wastewater meter**, our **wastewater usage discharge factor** will be based on how you use your **property**. We may review the determined **wastewater discharge factor** for your **property** if you can provide measured data to validate the change. Information about reviewing your **wastewater discharge factor** is available on our website and on request via the **Contact Centre**.

- (3) Where significant **wastewater** discharge volumes from your **property** originate from sources other than a metered **drinking water service** or metered **recycled water service** (for example, from rainwater or other on-site sources, tankered water or effluent), we may apply an additional **wastewater discharge factor** or require the **wastewater** discharge to be metered by a **meter** approved by us. The supply and installation of the approved **wastewater meter** will be at your cost (see clause 11.1).
- (4) Where a **wastewater discharge factor** is varied, the revised **charge** will apply from the beginning of the next **billing cycle**. We will notify you of any change to your **wastewater discharge factor** in accordance with clause 5.2.

5.13 Costs for installing and connecting services

- (1) You are responsible for all costs associated with an **authorised connection** to our **infrastructure** including the construction of any necessary works from your **property** to our **infrastructure**.
- (2) We must approve any connections to our **infrastructure**. These connections must comply with the conditions we set to ensure the safe and reliable supply of **services** to **customers**.
- (3) Only we, or a provider listed by us, can carry out works required on our systems for a new **connection point** to our **infrastructure**. This list of providers is available on our website or through the **Contact Centre**.

5.14 Charges for other matters

- (1) We may charge you a fee for any other service you request from us, or where we have agreed to provide you with a different level of service as set out in clause 3.
- (2) To the extent that any determination of maximum prices made by **IPART** applies to these fees, we will charge those fees in accordance with that determination.
- (3) Where no such determination applies, we may charge you a fee in a way determined by us and advised to you. We will publish these fees on our website, where possible, and provide you with information on request through the **Contact Centre**. You should contact us for further details of any ancillary **charges**.
- (4) We may also charge you other fees, **charges** and amounts where we are entitled to do so under the **Act**, the **Operating Licence** or any applicable **Law**.

6 What you can do if you are unable to pay your bill

6.1 Payment difficulties and assistance options

- (1) If you are experiencing **payment difficulty** you should contact us through the **Contact Centre** for information about payment assistance options that are available under **our Payment Assistance Policy**. We will make every reasonable attempt to identify

Customers experiencing payment difficulties with the assistance of welfare organisations. We will make every reasonable effort to provide you with payment assistance.

- (2) If you are experiencing **payment difficulty**, you have a right to:
 - (a) be treated sensitively,
 - (b) have your **payment difficulty** dealt with in a fair and reasonable manner,
 - (c) seek a deferral of payment for a short period of time,
 - (d) negotiate a **payment arrangement** with us. If you are a **non-residential customer** these arrangements will be based on reasonable commercial considerations and market conditions, and
 - (e) access a language interpreter (if required) at no cost to you.
- (3) Additionally, if you are a **residential customer** experiencing **payment difficulty**, we will provide you with information about other payment arrangements available to you, such as:
 - (a) tailored advice on other broader assistance options (including any appropriate government concession programs),
 - (b) referral to financial counselling services,
 - (c) information from us about accredited community agencies offering payment assistance, such as payment assistance scheme credit, or
 - (d) other programs which may assist you to better manage your current and future bills.
- (4) If you enter into a **payment arrangement** with us, we will:
 - (a) allow you to make payments by instalments, in advance or arrears,
 - (b) inform you of:
 - (i) the period, or periods, of the payment plan,
 - (ii) the amount and frequency of each instalment,
 - (iii) if you are in arrears, the completion date of the payment plan required to pay the arrears, and
 - (iv) if you choose to pay in advance, the basis on which the instalments are calculated.
 - (c) provide for instalments to be calculated having regard to your consumption needs, your capacity to pay and the amount of any arrears you are required to pay,
 - (d) ensure that your arrears are cleared over a period of time and your debt does not continue to grow, and
 - (e) provide you with procedures that are fair and reasonable for dealing with the **payment difficulty**.
- (5) If you are unable to meet your scheduled payment you will need to contact us immediately to reschedule the payment to prevent recovery action.

7 Restriction or disconnection of services

7.1 Restriction or disconnection of services for non-payment

- (1) If you fail to pay your **bill** by the due date and have failed to make alternative **payment arrangements**, **we may**:
 - (a) **take legal action to recover the debt**, and/or
 - (b) **restrict** or **disconnect** your **services** in accordance with our *Payment Assistance Policy*.
- (2) Information about our *Payment Assistance Policy* is available on our website. We will also provide you with this information if you contact us through our **Contact Centre**.
- (3) **You may incur additional costs if we take legal action or restrict or disconnect your services.**
- (4) **We will not take legal action to recover the debt or restrict or disconnect the services if you are experiencing payment difficulty and have entered into a payment arrangement with us.**

7.2 Notice of restriction or disconnection for non-payment

- (1) If you fail to pay your **bill** by the due date **and your recent payment history is good (payment commitments have been consistently honoured and no additional debt recovery action has commenced on your account in the past 12 months)**, we will send you a reminder notice.
- (2) The reminder notice will advise you:
 - (a) of the amount payable,
 - (b) that payment is **due within 5 business days of issue**,
 - (c) to contact us if you are having difficulty making payment so we can provide you with payment assistance options, in accordance with clause 6.1, and
 - (d) of your right to raise your concerns with **EWON** **if you have attempted to resolve those concerns with us and are not satisfied with a decision made by us.**
- (3) If you fail to comply with the reminder notice issued under clause 7.2(1), **or your recent payment history is not good**, we will issue a **restriction** or **disconnection** notice. The **restriction** or **disconnection** notice will advise you, in addition to the matters listed in clause 7.2(2), that:
 - (a) payment is due immediately to avoid:
 - (i) debt recovery action, or
 - (ii) the **restriction** or **disconnection** of the **services** to your **property**, and
 - (b) that you may incur additional costs relating to:
 - (i) **us taking debt recovery action, or**
 - (ii) the **restriction** or **disconnection** of the **services** to your **property**.
- (4) **If we intend to restrict or disconnect a property that we know is tenanted, we will send a notice (whether a reminder under clause 7.2(1) or restriction or disconnection notice**

under clause 7.2(3), as applicable) to both your nominated address and the serviced **property** before we **restrict** or **disconnect** the **services**.

- (5) We may **restrict** or **disconnect** the **services** to your **property** if:
- (a) at least 10 business days have elapsed since we issued the **restriction** or **disconnection** notice to you under clause 7.2(3) and to the serviced **property** under clause 7.2(4) (if applicable), and
 - (b) you have still not paid the account.
- (6) If you receive a **bill** for a new **billing cycle** that contains an overdue amount from a previous **billing cycle**, we may **restrict** or **disconnect** the **services** on the arrears after issuing you with the appropriate notices relating to the overdue amount.
- (7) Information on our practices and procedures relating to **payment difficulty**, debt recovery, **restriction** and **disconnection** are outlined in our *Payment Assistance Policy*, and *Overdue Payments Policy*.
- (8) We will not **restrict** or **disconnect** the **services** or commence recovery action in relation to non-payment of your **bill**:
- (a) without giving appropriate notice in accordance with this clause 7 of our intention to **restrict** or **disconnect** your **services** as an outcome of non-payment of your bill (except when an order is issued under relevant legislation). If you are a **residential customer**, we will use our best endeavours to make further contact with you, in person, by post or by phone about the non-payment prior to **restriction** or **disconnection**,
 - (b) if there is an unresolved **dispute** as to the amount owing (for when a **dispute** is deemed to be resolved for this purpose please see clause 13.3),
 - (c) if you have entered into, or are in the process of entering into, a **payment arrangement** due to **payment difficulty** and are complying with the agreed terms, or
 - (d) you have notified us that you have sought assistance from a community agency and that assistance is imminent.
- (g) We will not take action to **restrict** or **disconnect** your **services**:
- (a) if you have notified us that you need **drinking water** for a life support machine or other special needs (as per clause 3.1(7)),
 - (b) on:
 - (i) a Friday,
 - (ii) the weekend,
 - (iii) a public holiday or the day before a public holiday, or
 - (iv) after 3:00 pm on a business day,
 - (c) where we have been notified in writing that the **property** is occupied by a **tenant**:
 - (i) without advising the **tenant** that in some circumstances the **Act** permits a **tenant** to pay outstanding **charges** and then recover the amount paid from the **owner**

of the **property** or deduct the amount paid from any rent payable to the **owner** of the **property**, and

(ii) without providing the **tenant** reasonable opportunity to pay the **bill**, or

(d) if a related **complaint** is being considered for resolution by us or **EWON**, or by legal proceedings.

7.3 Restriction or disconnection for other reasons

- (1) We may **restrict** or **disconnect** the **services** to your **property** if:
 - (a) you have an **unauthorised connection** to our **infrastructure**,
 - (b) **your system** is **defective**,
 - (c) you connect your **stormwater** pipes to our **wastewater system**,
 - (d) you fail to rectify a defect with, or undertake **unauthorised work** on, **your system** as set out in clause 9.2,
 - (e) you fail to remediate or remove an unapproved excavation, building, landscaping or construction work that interferes with our **infrastructure** as set out in clause 9.3,
 - (f) you breach this **Customer Contract**, the **Act**, a **separate agreement** or any other agreement with us, concerning the use or taking of **drinking water** or **recycled water** or the discharge of **wastewater** or **stormwater**,
 - (g) you fail to ensure access to our **meter** on your **property** in accordance with clause 11.3 **after we have made every reasonable effort to contact you to arrange access (such as leaving a notice requesting access and providing you with a disconnection warning)**,
 - (h) the poor quality of your pipes prevents us from exchanging the **meter** and you have failed to address this within **20 business days** of our notifying you of this,
 - (i) you fail to meet our metering requirements (published in our policies and guidelines),
 - (j) you fail to comply with a written notice we issue you requiring the installation of the appropriate **backflow prevention containment device** in accordance with the **Plumbing Code of Australia**, and any other **regulations or standards that may apply**,
 - (k) you use **sewer mining** or **stormwater** harvesting facilities that are not authorised by us or do not comply with applicable **laws**,
 - (l) you discharge **trade waste** into our **wastewater infrastructure** without a **separate agreement** with us (if one is required), or you fail to comply with the conditions of the **separate agreement**,
 - (m) you are connected to our **wastewater infrastructure** using **pressure sewerage equipment** that may be owned by us or you and you do not comply with your operation and **maintenance** requirements set out in Appendix A,
 - (n) a serious health, environmental or operational risk is posed by the discharge of chemicals or other substances into our **wastewater infrastructure**,
 - (o) a serious health or environmental risk is posed by backflow of any substance from **your water system** into our **water infrastructure**.

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- (p) you have not installed a **backflow prevention containment device** (if required to do so by us),
 - (q) you have not correctly installed or maintained your **backflow prevention containment device** or have failed to provide an annual test report by the due date,
 - (r) you use your **recycled water** in a manner inconsistent with its intended purpose or in a manner contrary to the information we provide about the safe use of **recycled water**,
 - (s) we are entitled or required to **restrict** or **disconnect** by direction of the **Minister** or under any applicable **Law** or this **Customer Contract**, or
 - (t) **the customer is a corporation and a non-residential customer and an insolvency event occurs.**

7.4 Minimum flow rate

If we take **restriction** action, we will provide a reasonable flow for health and hygiene purposes. If you believe that the **restriction** will cause a health hazard you should contact us.

7.5 Disconnection by a customer

- (1) You may **disconnect** your **property** from our **infrastructure** provided:
 - (a) you have paid the relevant **charges**,
 - (b) you have complied with:
 - (i) all applicable **Laws**, and
 - (ii) all requirements detailed in the policies published on our website,
 - (c) you have given us all information we may reasonably require,
 - (d) the **disconnection** is undertaken by a licensed plumber and conducted in accordance with our **connection requirements**,
 - (e) you or your licensed plumber have:
 - (i) given us 10 **business** days' notice of the **disconnection** from the **infrastructure**,
 - (ii) obtained our written consent,
 - (iii) **booked an inspection of the work, and**
 - (iv) **returned any of our infrastructure to us (i.e. the meter).**
- (2) We will continue to charge you a **service charge**, even if you are not using the service, until the **disconnection** has been confirmed and/or any of our **infrastructure** is returned to us. You may apply to us to be exempted from this charge.

7.6 Restoration of services

- (1) If we **restrict** or **disconnect** the **services** to your **property**, we will give you information to enable you to make arrangements for the restoration of the **services**. You will need to pay a restoration fee to restore the **services**.

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- (2) If you meet the below conditions prior to 3:00 pm on any business day, we will make every reasonable effort to restore your **drinking water service** (on the same business day) or **wastewater service** (within 24 hours) if:
 - (a) the reason for **restriction** or **disconnection** of supply no longer exists
 - (b) we agree with you to restore supply, or
 - (c) you make outstanding payments.
 - (3) If you meet these conditions after 3:00 pm on any business day you may be asked to pay the after-hours reconnection **charge** as set by **IPART**. We will then make every reasonable effort to restore your **drinking water service** (on the same business day) or **wastewater service** (within 24 hours). If, despite making every reasonable effort, we are unable to restore your drinking water service on the same business day, we will restore it on the next business day.
 - (4) Arrangements for restoration of **recycled water service** will be agreed between us and you.

8 Responsibilities for maintenance and repair

8.1 Diagrams

- (1) Appendix B contains diagrams showing responsibilities for **maintenance** for **authorised connections**. These diagrams are illustrative only and should not be relied on for any purpose other than to assist with understanding the provisions of this **Customer Contract**.
- (2) In the event of an inconsistency between the diagrams and other terms and conditions of this **Customer Contract**, the other terms and conditions prevail to the extent of the inconsistency. Refer to our relevant **connection requirements** for further information.

8.2 Our responsibilities regarding our infrastructure

- (1) We are only responsible for maintaining and repairing our **infrastructure**.
- (2) If we undertake any work on our assets located on or adjacent to your **property**, we will leave the affected area and immediate surrounds as near as possible to the state which existed prior to the works being undertaken, unless we have agreed to a different arrangement with you.

8.3 Your responsibilities regarding your water system

- (1) As the **owner** of the **property**, you are responsible for maintaining and repairing **your water system** including annual testing of any **backflow prevention containment devices** required to be installed in addition to the device integrated into the **meter** supplied by us.
- (2) You are also responsible for:
 - (a) maintaining **your water system**
 - (b) obtaining any necessary legal rights **for your water system** that traverses any other private **property**, and

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- (c) any damage caused by a failure of **your water system**.
 - (3) You should contact us through the **Contact Centre** if you:
 - (a) have any questions about the repair and **maintenance** responsibilities for **your water system**, or
 - (b) do not know where your **connection point** to our **water infrastructure** is. We will provide you with a diagram.

8.4 Our responsibilities regarding your water system

- (1) We may investigate any failure of **your water system** and undertake free repairs to the part of **your water system** between your **connection point** to our **water infrastructure** and the **meter** only, provided:
 - (a) **your water system** complies with the **Plumbing Code of Australia** and any other applicable codes, regulations and standards, and
 - (b) the failure is situated up to one lineal metre along the pipe within your **property boundary** (as shown in a registered plan with the NSW Land Registry Services).
- (2) The free repair offered under this clause 8.4 excludes repairing **your water system** where:
 - (a) the failure is beyond the one lineal metre limit along the pipe within your **property boundary**, even where that is still before the meter, and
 - (b) **your water system** is completely within private **property**.
- (3) This free repair specifically excludes the installation of new privately-owned services or modifying, upsizing or relocating existing privately-owned services.
- (4) If you do not want us to perform repairs on **your water system**, you must have any failure of **your water system** and if applicable, the **meter**, for your **property** repaired by a licensed plumber **within a reasonable timeframe** in accordance with the **Plumbing Code of Australia** and any other applicable codes, regulations or standards.
- (5) If we make repairs to **your water system**:
 - (a) you retain ownership of and, subject to clause 12.5, responsibility for the repaired pipes, as part of **your water system**, and
 - (b) we will backfill and make safe any excavations required on your **property**. We will not restore any landscaping, structures or hard surfaces.
- (6) We are not responsible for the installation, modification, **disconnection**, or disposal of water connections between our **water infrastructure** and the **meter**.
- (7) We are not responsible for the installation, modification, repair, **maintenance**, **disconnection**, disposal or testing (where applicable) of:
 - (a) **your water system**:
 - (i) downstream of the **meter** where it is within one lineal metre along the pipe within your property boundary,
 - (ii) beyond the one lineal metre limit, even if that is still before the meter, and
 - (iii) if **your water system** is located completely within private **property**.

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- (b) **backflow prevention containment devices**, except where the device is integrated into the **meter** supplied and owned by us,
 - (c) main to **meter services** greater than 40 millimetres diameter and/or that are designed and installed to meet a **customer's** supply requirements,
 - (d) **unauthorised connections**,
 - (e) dedicated **fire services** or combined fire and domestic **water supply services** connected to our **water infrastructure**,
 - (f) **water supply services** connecting to privately-owned water mains such as in some community title subdivisions or **private joint services**,
 - (g) private **water supply services** connecting to our **water infrastructure** under the terms of a **separate agreement**, or
 - (h) damage to **your water system** that we have not caused.
- (8) In this clause 8.4, references to "one lineal metre along the pipe within your **property boundary**" mean:
- (a) in the case of a **property** comprised of a lot in a strata scheme, to one lineal metre along the pipe inside the boundary of the parcel of the strata scheme of which your **property** is a part, and
 - (b) includes one lineal metre along any easement within which your **meter** or private service may be situated if that easement falls within your **property boundary**.
- (9) If you fail to carry out an annual test of your **backflow prevention containment device**, we may arrange for an annual test and charge you the cost incurred by us for the annual test.

8.5 Your responsibilities regarding your recycled water system

- (1) You are responsible for the costs for maintaining and repairing **your recycled water system**, if you have one.
- (2) We will not meet the costs of installing a new **recycled water** system or modifying, upsizing or relocating existing **recycled water** systems. You should contact us through the **Contact Centre** if you have any questions about the repair and **maintenance** responsibilities for **your recycled water system**.

8.6 Your responsibilities regarding your wastewater system

- (1) As the **owner** of the **property**, you are responsible for:
 - (a) maintaining and repairing **your wastewater system**, including any privately owned **pressure sewerage equipment**, at your cost,
 - (b) obtaining any necessary legal rights **for your wastewater system** that traverses any other private **property**, and
 - (c) **any damage caused by a failure of your wastewater system**.
- (2) You must not allow rainwater to enter **your wastewater system**.

Note: This does not prevent you from using rainwater to reduce your usage of **drinking water**, such as for flushing toilets.

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- (3) We are not responsible for the installation, modification, repair, **maintenance, disconnection**, disposal or testing (where applicable) of:
 - (a) **wastewater** systems connecting to privately owned **wastewater** mains such as in some community title subdivisions or shared private services, or
 - (b) private **wastewater** systems connecting to our **wastewater infrastructure** under the terms of a **separate agreement**.
 - (4) We are not responsible for damage to **your wastewater system** unless we have caused the damage.
 - (5) We will also not meet the costs of installing new private services or modifying, upsizing or relocating existing private services.
 - (6) You should contact us through the **Contact Centre** if you:
 - (a) have any questions about the repair and **maintenance** responsibilities for **your wastewater system**, or
 - (b) do not know where your **connection point** to our **wastewater infrastructure** is. We will provide you with a diagram.

8.7 Faults in the wastewater system

- (1) If a fault occurs in **your wastewater system**, you are responsible for arranging to have the fault fixed by a licensed plumber or drainer.
- (2) If the fault occurs in our **wastewater system**, we will repair the fault at our cost. However, we may require you to pay for the repair to the extent you have contributed to the fault.
- (3) We may repair collapsed **wastewater** pipes that form part of **your wastewater system** for free, where:
 - (a) the collapse is located **on public land**, within a **concrete** footpath or roadway, and
 - (b) a licensed plumber has confirmed that excavation **is required to replace** the collapsed **wastewater** pipes.
- (4) If we undertake a free repair to **your wastewater system**:
 - (a) you retain ownership of and responsibility for the repaired pipes, as part of **your wastewater system**, subject to clause 12.5, and
 - (b) you assign your rights to recover our costs from the person(s) responsible for the collapse of **your wastewater system** to us.
- (5) If we assess that the fault can be repaired without excavation, you will remain responsible for the cost of the repair. We will not reimburse you for costs where the collapse is on your **wastewater** pipe.
- (6) The repair service referred to in this clause is only available to **residential customers** at our discretion. We will not provide this service for unauthorised **wastewater infrastructure** installed contrary to applicable codes, regulations and standards.
- (7) You should contact us through the **Contact Centre** for further information about your eligibility for free repairs to **your wastewater system**. This is also available on our website.

8.8 Pressure sewerage system

- (1) **Pressure sewerage systems** use pressure created by pumps, instead of gravity, to transport **wastewater** to our **wastewater infrastructure**.
- (2) If a **pressure sewerage system** is located on your **property**, you will generally have a collection tank and cover, a pump, an alarm control panel, electrical connections and a boundary kit (known as the **connection point**) on your **property**.
- (3) We are the owner of **pressure sewerage equipment** where the equipment is provided and installed by us or on our behalf, including where the equipment is located on your **property**.
- (4) You are the owner of the **pressure sewerage equipment** where the equipment is provided and installed by, or on behalf of, you or a prior **owner** of your **property**. You may know this arrangement as 'pump-to-sewer'.
- (5) There are different repair and **maintenance** obligations depending on whether the **pressure sewerage system** is owned by us or by you.
- (6) Your repair and **maintenance** obligations are set out in Appendix A and illustrated in Figures 5 and 6 in Appendix B.

8.9 Private joint service

- (1) A **private joint service** exists if more than one **property** receives **services** from the one **connection point**.
- (2) Each **owner** is responsible for the costs of repairs and **maintenance** of the **private joint service** and any damage resulting from a defect in the **private joint service**. Your shared responsibility starts from the **connection point** to our **infrastructure**. The apportionment of the costs incurred in **maintenance** of the **private joint service** is between you and others who share it.
- (3) **Disconnection** of individual properties from **private joint services** is a matter between the relevant **owners** of the properties. We have no authority in respect to **disconnection** from **private joint services**. **If you are the property owner, you must apply for disconnection, as described in clause 7.5.**

8.10 Stormwater connections, coverings and bridges

- (1) You are responsible for the **maintenance** of:
 - (a) any connections between your **property** and our **stormwater infrastructure**, and
 - (b) any coverings, bridges or similar structures within your **property** that cover or cross our **stormwater infrastructure** (unless they are owned by us).

8.11 Water efficiency

- (1) You may install water saving devices:
 - (a) that collect and use rainwater for your own use **provided that the water tanks are not directly connected to our water infrastructure in any way, you do not need to meet any of our requirements.** However, if the water tank is to be directly connected to our **water infrastructure**, you will be required to install the appropriate **backflow**

prevention device. This is to avoid the risk of contamination of our **drinking water supply**, or

- (b) a composting toilet that does not require connection to our **water infrastructure** or our **wastewater infrastructure**.
- (2) You must comply with **BASIX** requirements and all applicable **Laws** when installing water efficiency devices. **Approval** may be required from your local council.
- (3) For **non-residential properties** connected to our **wastewater infrastructure**, that have rainwater tank(s) with a volume exceeding 20,000 litres installed to supply plumbing facilities, (for example, where rainwater is used for toilet flushing, laundry supply, floor wash down), we may require the **wastewater** discharge to be metered or may impose an additional **wastewater discharge factor** as set out in clause 5.12.
- (4) Information on how to conserve water is available on our website or by contacting us through the **Contact Centre**.

8.12 Giving notice of system failures

- (1) You should inform us if you become aware of the following incidents, and we will attend the incident as soon as practicable:
 - (a) any failure of our **infrastructure**, such as a burst main, overflow or leak from our **infrastructure**, or
 - (b) any interruption or disruption to your **services**.
- (2) If you damage our **infrastructure** you must immediately notify us about the damage.

8.13 Removal of trees

- (1) If a tree on your **property** is obstructing or damaging our **infrastructure**, or is reasonably likely to do so, we may require you to remove the tree at your cost except where the **Act** provides otherwise.
- (2) We will give **you 10 business days' written notice** requiring you to remove the tree.
- (3) We will reimburse you for the reasonable expenses incurred in removing the tree if:
 - (a) the person who planted the tree on your **property** could not have reasonably known that the planting of the tree would result in the damage or interference, or
 - (b) an easement did not exist in favour of our **infrastructure** when the tree was planted on your **property**.
- (4) You may, with our consent but at your cost, take steps to eliminate the cause of damage or interference to our **infrastructure**, without removing the tree.
- (5) If you fail to comply with a notice to remove a tree without reasonable cause (such as a delay or failure in obtaining consent from your local council or refusal by the council to allow you to remove the tree), by the specified date, then we may remove the tree at your cost where:
 - (a) you were the **owner** of the **property** at the time the tree was planted, and
 - (b) you should have known that the planting of the tree would result in the damage or interference, or where an easement existed in favour of our **infrastructure**.

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- (6) We cannot require a tree to be removed that is the subject of a protection or conservation order under the *Heritage Act 1977* (NSW) or the *National Parks and Wildlife Act 1974* (NSW) or similar **Law** but not including any environmental planning instrument.
 - (7) You may contact us through the **Contact Centre** for further information about removing trees.

9 Defective or unauthorised work

9.1 Authorised connections

- (1) You must apply, and have our written consent, to connect to our **infrastructure**.
- (2) Once your application is approved, your connection must comply with the conditions we set to ensure the safe and reliable supply of **services**. A licensed plumber, or a provider listed by us, must undertake the connection in accordance with our **connection requirements and** plumbing, drainage or other regulations or standards that may apply. A list of providers is available on our website or by request to the **Contact Centre**.
- (3) If you do not comply with these requirements, you will be considered to have an **unauthorised connection**.

9.2 Defective works or unauthorised connections

- (1) If we become aware of any **defective works** or **unauthorised connection** to our **infrastructure**, we will request the **defective works** or **unauthorised connection** to be rectified within a reasonable time.
- (2) If you do not comply with the request, we may **restrict** or **disconnect** your **services** until it is fixed. We may also remedy the **defective works** or **unauthorised connection** and you will be charged the reasonable costs incurred by us in undertaking this work and, if required, in reconnecting you.
- (3) We may **restrict** or **disconnect** your **services** without notification if your **defective works** or **unauthorised connection** presents a health or physical hazard to **our people, infrastructure** or the community in general.

9.3 Building, landscaping and other construction work

- (1) Any works, such as excavation, building, landscaping or other construction work that are over, or adjacent to, our **infrastructure** can impact on our ability to access our **infrastructure** for essential repairs and **maintenance** or in the event of an emergency. You must not undertake any of these activities without first **obtaining a building plan approval** from us. We may give such approval subject to certain conditions or withhold consent at our sole discretion. You can find further information on our website or by contacting the **Contact Centre**.
- (2) If you do not comply with these requirements you will be considered to have undertaken **unauthorised works**.
- (3) In general, you require a building plan **approval** from us before carrying out the work if the work occurs over or next to our assets. Otherwise, you will need **approval** from a council or a certifier. You can obtain a plan from us identifying the location of our assets.

You can find further information about whether a building plan **approval** is required on our website or through the **Contact Centre**.

- (4) You are required to remove or remediate any **unauthorised work** on your **property**, at your cost, where that **unauthorised work** interferes with our **infrastructure**, **even if the unauthorised work existed prior to your ownership of the property**.
- (5) **We may issue you a notice requiring you to remove or remediate unauthorised work within a reasonable timeframe.** If you do not comply with **the notice** within the required timeframe, we may remove the **unauthorised works** and charge you the reasonable costs incurred by us in undertaking this work.
- (6) We may **restrict or disconnect** your **property** from our **services** until the work is carried out **if the work presents a health or physical hazard to our people, infrastructure or the community in general**.
- (7) **Failure to obtain approval or comply with the conditions of an approval may limit our obligation to reinstate the unauthorised works or provide compensation (see clause 12.4) as a result of our need to access our infrastructure.**
- (8) Properties with an existing **water supply service** must be metered during the period of any excavation, building, landscaping or construction works. The **meter** must be accessible (as described in clause 11.3) at all times.

9.4 Altering and unauthorised connection or use

- (1) In accordance with the **Act, Sydney Water Regulation** or other applicable **Law**, you must not:
 - (a) wrongfully take, use or divert any water from our **water infrastructure**,
 - (b) wrongfully interfere with the operation of a **meter**, metering system or prevent a **meter** from accurately registering the quantity of water supplied by us,
 - (c) use a dedicated **fire service** for any purpose other than firefighting or testing of the **fire service**,
 - (d) wrongfully discharge any substance into our **infrastructure**, or
 - (e) **make any unauthorised connection to our infrastructure.**
- (2) You must obtain our **written** consent before carrying out any activity that may alter, cause destruction of, damage or interfere with our **infrastructure**. **Such consent is to be at our reasonable discretion.**
- (3) If you do not comply with the requirements in this clause 9.4, we may charge you for the estimated amount of water used, **or the reasonable costs incurred by us resulting from your activity.** Fines may also apply and be imposed on you by a relevant **authority**.

10 Entry onto your property

10.1 Access to our infrastructure

- (1) You must give us safe access to your **property** to allow us to:
 - (a) **maintain, inspect, or upgrade our infrastructure.**

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- (b) ensure compliance with this **Customer Contract**, the **Operating Licence** or the **Act**,
 - (c) fit, read, test, inspect, maintain or replace the **meter**,
 - (d) collect and test **drinking water** and **recycled water** quality,
 - (e) test and maintain **drinking water** and **recycled water** quality sampling points, and
 - (f) access your **property** for other purposes set out in the **Act** or other applicable **Law**.

10.2 Identification

When we enter your **property**, our people will carry identification and a **certificate of authority** authorising the person to enter the **property** that will be shown to you (or to any person present at the time of access).

Note: The required identification and **certificate of authority** may be contained within one single document.

10.3 Notice of access

- (1) Subject to any provision of this **Customer Contract** and the **Act**, we will give you, or the occupier of your **property**, 2 business days' written notice specifying the date and approximate time of our entry onto your **property**, except where:
 - (a) you have agreed to a shorter period,
 - (b) in our opinion, entry is required urgently,
 - (c) we need to read the **meter** (see clause 11.3),
 - (d) giving notice would defeat the purpose of entry, and
 - (e) we have the power under any **Law** to access your **property** without the provision of such notice.

10.4 Impact on customer's property

- (1) If we enter your **property**, we will make every reasonable effort to:
 - (a) cause as little disruption or inconvenience as possible,
 - (b) remove all rubbish and equipment we have brought on to the **property**, and
 - (c) leave the **property**, as near as possible, in the condition that it was found on entry.
- (2) Where our activities result in inconvenience, damage or loss to you or your **property**, you may be entitled to redress as outlined in clause 12.

11 Meter reading, installation, testing and maintenance

11.1 Installing and maintaining the meter

- (1) Your **property** must have a **meter** to measure the quantity of water that we supply you unless we agree otherwise in writing. Separate **meters** will be installed for **drinking water** and **recycled water** where the **property** has connection to both **services**.
- (2) If there is no **meter** measuring the supply of water to your **property**, we will charge you an unmetered **service charge** as approved by **IPART**.

- (3) Details, including who is required to supply you with the **meter** and who is required to pay for the plumbing installation are provided in our metering requirements published in our policies and guidelines.
- (4) You are responsible for installing the pipework on either side of the **meter**. You are also responsible for maintaining the pipework located on either side of the **meter** unless we repair it under clause 8.2. For further details, refer to our requirements published in our policies on our website.
- (5) The installed **meter** remains our **property** and we will maintain it. We may charge you for the cost of repair or replacement of the **meter** and its assembly if it is missing, removed or damaged by you (other than for normal wear and tear).
- (6) You must not remove a **meter** from your **property** without our consent.
- (7) In multi-level buildings that need a connection to our **water system** after the commencement of this **Customer Contract**, we will maintain the individual unit **meter** once it is transferred to us and becomes our **property**. For **meters** installed in existing multi-level buildings, refer to our metering requirements published in our policies and guidelines.
- (8) If the set-up of the **meter** or the area around the **meter** is changed in a way that makes it difficult to replace the **meter**, we will notify you that the **meter** set up or area must be changed within a reasonable timeframe so that we are able to change the **meter**. If you fail to comply with the notice, we may make the required changes to the set up or area around the **meter** and charge you our reasonable costs of undertaking the work.
- (9) We may require that you fit a **meter** to your **fire service**. This requirement may be noted in your connection **approval** or advised at a later time.
- (10) If you have a Sydney Water **data logger** on your **property** as part of a metering system (for example, in multi-level buildings), you are responsible for maintaining and paying for the continuous electricity supply to it.

11.2 Backflow prevention containment device.

- (1) You must ensure that an approved **backflow prevention containment device** appropriate to the **property's** hazard rating is fitted and that it complies with the **Plumbing Code of Australia**, and any other codes, regulations or standards that may apply.
- (2) Most residential **properties** with low hazard ratings that are serviced by either a 20mm or 25mm **meter** are exempt from this requirement because these **meters** already contain a **backflow prevention containment device** as part of the **meter**.
- (3) **Properties** with larger **meters** or which have a higher hazard rating, must comply with our requirements published in our policies on our website.

11.3 Access to the meter

- (1) We may enter your **property** without notice to read the **meter**.
- (2) You must ensure that the **meter** is accessible to **our people** at all times. The **meter** and the visible pipe connected should be clear of concrete, plants, trees, bushes and other obstructions.

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- (3) If you have not provided reasonable and safe access to the **meter**, we may:
 - (a) bill you on an estimate of your usage,
 - (b) require you to:
 - (i) relocate the **meter** at your cost,
 - (ii) read the **meter** yourself and provide us with the reading, and
 - (iii) install a remote reading device, which may attract an additional **charge**,
 - (c) seek access at a time suitable to you, which may attract an additional **charge**,
 - (d) take action under clause 7.3 and **restrict** or **disconnect** your **services** until you provide reasonable and safe access around the **meter**,
 - (e) charge you a fee for installing a remote reading device **or digital meter**, or
 - (f) make other arrangements with you.
 - (4) If you intend to relocate your **meter**, you should engage a licensed plumber at your cost. Your plumber should check our published policies and guidelines before relocating the **meter**.

11.4 Measuring supply

- (1) You will be charged for the quantity of **drinking water** and **recycled water** measured by the **meter**, unless the **meter** is faulty and we are required to adjust what we charge you under clause 11.5.
- (2) It is an offence under the **Act** to tamper with a **meter** or to divert water in a manner that prevents the **meter** from recording usage.
- (3) If a **meter** is stopped, inaccessible, or damaged, we will calculate an estimated usage on a basis that is representative of your usage pattern, which we will in turn use to calculate your usage charge. **Where in our opinion no satisfactory basis exists to adjust a usage charge, we will negotiate with you a mutually agreeable adjustment of charges based on an estimated reading.**
- (4) **Where we have made 3 attempts (each at least one week apart) within a 6-week period to contact you to arrange to repair or replace a **meter** and we have had no response, we may charge you an unmetered **service charge** until the **meter** can be repaired or replaced. Where possible, we will use at least 2 different communication methods to try and contact you before charging an unmetered **service charge** to you.**
- (5) When the price for **drinking water**, **recycled water** or **wastewater** usage is varied on a date that falls within your **meter** reading period, **we will apply the new price on a pro-rata basis.**
- (6) We will **make every reasonable effort** to provide an actual **meter** reading at least once every 12 months, including **meter** readings taken by you on our behalf.
- (7) Where the **meter** is part of an automated **meter** reading system in a multi-level building, we may share your **meter** reading information with the **Owners Corporation** or building manager.

11.5 Meter testing

- (1) If you consider that the **meter** is not accurately recording, you may request, at your cost, that we test it. **We will:**
 - (a) **send your meter to an independent, nationally accredited laboratory to test its accuracy**
 - (b) advise you of the **meter** test results, and
 - (c) make available a written report on your request.
- (2) **You must pay the costs of the meter test prior to the test proceeding.**
- (3) If the test shows that the **meter** is over-recording by over four per cent (4%) of the actual volume passing through it, we will:
 - (a) repair or replace the **meter**,
 - (b) refund the **costs** paid by you for the test referred to in the previous paragraph, and
 - (c) recalculate your **most recent bill on** the basis that is representative of your usage pattern.

11.6 Meter replacement

- (1) We will replace the **meter**, at no cost to you, if the **meter**:
 - (a) is found to be faulty,
 - (b) can no longer be reasonably maintained, or
 - (c) is replaced as part of a **meter** replacement program.
- (2) **Other than meters inside units in multi-level buildings**, we will attempt to notify you at the time of replacement and advise you that a new **meter** has been installed. A mutually acceptable time will be negotiated with **non-residential customers** for the replacement of **meters**, where practicable.
- (3) **For meters installed inside units in multi-level buildings, refer to our metering requirements, published in our policies and guidelines on our website.**
- (4) **As soon as you become aware that a meter has been stolen from your property, you are required to engage a licensed plumber to place a spacer where the meter was installed and to advise us of the stolen meter. We will arrange for a new meter to be installed and you will be required to pay any related charges.**

12 Redress

12.1 Notification

- (1) You must notify us if you believe we have failed to comply with this **Customer Contract** or our activities have resulted in inconvenience, damage or loss to you or your **property**, and we will investigate the matter and provide you with a response. That response will include:
 - (a) whether you are entitled to a rebate or other redress options available under this clause 12,

- (b) the options available to rectify your problem, and
- (c) the availability of compensation under clause 12.4.

12.2 Rebates

- (1) You may be entitled to a rebate if any of the events in clauses 12.2(4) to 12.2(14) occur, if:
 - (a) you have an **authorised connection**, and
 - (b) you, or a third party, have not caused or contributed to the event.
- (2) Information on rebates provided under this contract is set out in our *Allowances and Rebates on your Bill* policy.
- (3) We will pay the rebate in your next **bill** where possible.

Unplanned interruptions

- (4) If you experience an **unplanned interruption** to your **drinking water service** of over 5 hours in duration **due to a failure of our water infrastructure**, an automatic rebate of \$46 will be applied. You will only receive this rebate for the first and second events that you experience an **unplanned interruption** in a 12-month rolling period. (You will not receive any rebate under this clause 12.2(4) for the third or any subsequent event.)
- (5) If you experience 3 or more **unplanned interruptions** to your **drinking water service** of over one hour each in duration in a 12-month rolling period, **due to a failure of our water infrastructure**, you are entitled to a rebate equal to the whole annual water **service charge**, less any concessions available to you. **You will receive this rebate for the third event that you experience an unplanned interruption in the rolling 12-month period.**

Planned interruptions

- (6) If you experience a **planned interruption** to your **drinking water service** exceeding 5 hours in duration, an automatic rebate of \$23 will be applied. You will receive this rebate for every event that you experience.

Low water pressure

- (7) If we assess your **property** as having experienced **low drinking water pressure** (where your **drinking water** pressure is measured as less than 15 metres head of pressure at the **point of connection** to our **water system** for a continuous period of one hour) a rebate of \$46 will be applied when the **low drinking water pressure** event is identified through our monitoring. Only one rebate will be applied each quarter.
- (8) You are not entitled to a rebate for low pressure under clause 12.2(7) if you live in the vicinity of a **property cluster** and we inform you of the risk of recurring **low drinking water pressure** at your **property** before your **property** is connected to our **water system** for the first time.

Uncontrolled wastewater overflows

- (9) If you experience an **uncontrolled wastewater overflow** on your **property** due to a failure of our **wastewater infrastructure** you are entitled to a rebate of \$87 after the event. You will receive this rebate for the first event that you experience.

(10) If you experience 2 **uncontrolled wastewater overflows** on your **property** in a rolling 12-month period due to a failure of our **wastewater infrastructure** (not including shaft breaks), you will be entitled to a rebate of \$174 after the second event. You will receive this rebate for the second event that you experience in a rolling 12-month period.

(11) If you experience 3 or more **uncontrolled wastewater overflows** on your **property** in a rolling 12-month period due to a failure of our **wastewater infrastructure** (not including shaft breaks), you will be entitled to a rebate equal to the whole annual **service charge** for **wastewater services**, less any concessions available to you. You will receive this rebate for the third event that you experience in the rolling 12-month period.

Discoloured water

(12) If we do not provide you with clean **drinking water** suitable for normal domestic purposes, you should contact us on the 24-hour fault assistance line on 13 20 90.

(13) You are entitled to a rebate of \$46 for being provided discoloured water. You will receive this rebate for one event per quarter. If the cause of the problem is identified in your **water system**, the rebate will not apply.

Boil water alert

(14) If **NSW Health** issues a 'boil water alert' due to contamination of **drinking water** that has been caused by us, you are entitled to a rebate of \$58 for each event, where your **property** is within the declared boiled water alert area.

Exception for disaster events

(15) If a **disaster event** occurs, the rebates under this clause 12.2 will not apply.

12.3 Forms of redress

(1) If a failure by us to comply with this **Customer Contract**, the **Operating Licence** or the **Act**, or our activities results in damage or loss to you or your **property**, you may be entitled to redress which we may provide in any of the following forms:

- (a) reinstatement,
- (b) repair,
- (c) rectification,
- (d) construction of works,
- (e) providing alternative supplies of water,
- (f) emergency accommodation, or
- (g) monetary compensation as set out in clause 12.4.

(2) You can initiate a request for redress by contacting us through the **Contact Centre**. We will consider your request in accordance with the timeframes in clause 13.1 as if your request were a **complaint**, and a specialist staff member will be assigned to your case.

(3) If you are dissatisfied with the form of redress we may offer you, you have the right to make a complaint under clause 13.2.

12.4 Claim for monetary compensation

- (1) If you contact us to initiate a claim for monetary compensation, you must specify the nature of the problem and the type of compensation sought. We will require you to:
 - (a) submit your claim in writing on an *Incident Notification Form* which is available on our website or by request to our **Contact Centre**, and
 - (b) provide relevant documentation and evidence in support of your claim for damages as part of our consideration of your claim.
- (2) We will:
 - (a) acknowledge receipt of your claim within 5 business days, and
 - (b) provide you with a case identification number that will assist you with tracking your claim.
- (3) We will investigate the claim/incident and provide regular updates about your claim. We will endeavour to complete the investigation within 3 months.
- (4) Once our investigation is complete, we will provide you with a written assessment of your claim outlining the reasons for the decision and whether any compensation will be offered. If you are not satisfied with our decision, you have the right to:
 - (a) seek review of your claim under clause 13.2, or
 - (b) seek an external review under clause 13.4

12.5 Guarantees and assurance

- (1) The only promises we make about the goods and **services** we provide under this **Customer Contract**, and the only conditions and warranties included in this **Customer Contract** are:
 - (a) those set out in this **Customer Contract**, and
 - (b) those that we must provide by **Law** (for example, the **Australian Consumer Law**).
- (2) However, where we are liable to you because of a breach of a condition or warranty that the **Law** says is included in this **Customer Contract**, our liability is limited to the extent permitted by **Law**, to:
 - (a) replacing the goods and **services** to which the breach relates, or
 - (b) at our option, paying you the cost of replacing those goods, or having the **services** supplied again.
- (3) The limitation of our liability does not affect rights you may have under a **Law** that applies to us that states we cannot exclude or limit our liability.

13 What you can do if you are unhappy with our services

13.1 Customer complaints

- (1) If you have a **complaint** about our **service** or our compliance with this **Customer Contract**, the **Act** or the **Operating Licence**, you should first contact the **Contact Centre**.

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- (2) We will address your **complaint** in accordance with our *Complaint Policy* and will make every reasonable effort to resolve your **complaint** as soon as possible, and, in any event, within 3 months.
 - (3) The *Complaint Policy* is available on our website and on request through the **Customer Centre**.
 - (4) We will:
 - (a) acknowledge receipt of your **complaint** within:
 - (i) 2 business days (when made over the phone and the matter cannot be dealt with immediately), or
 - (ii) 5 business days (when made in writing and the matter cannot be responded to sooner by phone contact),
 - (b) indicate our intended course of action including an estimated timeframe to respond to your **complaint**, and
 - (c) provide you with the name of a contact person and a case identification number that will allow you to track your **complaint**.

13.2 Complaints review

- (1) If you are not satisfied with the solution offered or action taken by us, you may have the **complaint** reviewed by one of our managers.
- (2) The manager will:
 - (a) clarify your **complaint** and the outcome sought,
 - (b) ensure that the **complaint** has been properly investigated,
 - (c) advise you of the estimated timeframe for our proposed action,
 - (d) communicate to you our final decision,
 - (e) outline the relevant facts and regulatory requirements where appropriate,
 - (f) indicate what we will do to address the issue, and
 - (g) notify you of your rights to external review, if you are still not satisfied with our decision.

13.3 Resolution of complaints

- (1) A **complaint** will be considered resolved if:
 - (a) we give you a response that:
 - (i) resolves the **complaint** to your satisfaction (or indicates how the **complaint** will be resolved to your satisfaction),
 - (ii) explains the basis of the decision (including an explanation of the relevant policy and/or regulatory requirements) and why no further action is proposed in relation to the **complaint**, or
 - (iii) provides a date when the issue will be resolved if the **complaint** relates to future planned operational or capital work.

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- (b) the **complaint** is resolved through an external dispute resolution process in accordance with clause 13.4.
 - (c) 20 business days have passed since you have received our response referred to above and you have not:
 - (i) sought a further review under clause 13.2, or
 - (ii) escalated the **complaint** to **EWON** in accordance with clause 13.4.
 - (2) We will extend the 20 business days by a reasonable period if:
 - (a) within those 20 business days you have requested an extension, or
 - (b) after the 20 business days you demonstrate that, because of special circumstances, you were unable to seek an extension within the 28 business days.
 - (3) We will treat any further communication received from you after the expiry of the 20 business day period, or any extension to it, as a new **enquiry** or **complaint**. We may, at our discretion, refuse to entertain, respond to or deal with the same complaint again.

13.4 External dispute resolution

- (1) If you are still not satisfied with our response after following the process in clause 13.1 and 13.2, you may escalate the **complaint** to a **dispute** and seek external resolution of the **dispute** through **EWON**. **EWON** will work with us and you to find a fair and reasonable outcome.
- (2) **EWON's services are available to you at no cost.**
- (3) **Disputes** that may be referred to **EWON** include **disputes** about the provision of **services**, your account, credit or payment services and **restriction** or **disconnection**. Full details are available on **EWON's** website at www.ewon.com.au.
- (4) You may choose whether or not to accept **EWON's** decision. If you decide to accept it, then it will be final and binding on us.
- (5) We would appreciate if you try to resolve the issue with us before referring the matter to **EWON**.
- (6) You also have recourse to the legal system, including **NCAT** who may hear and determine consumer claims as defined in part 6A of the *Fair Trading Act 1987* (NSW).

14 Who you should contact

14.1 Emergency assistance (faults and leaks assistance)

- (1) You may contact our 24-hour Fault Assistance Line on 13 20 90 in the event of:
 - (a) a suspected leak or burst water main,
 - (b) a **wastewater overflow**,
 - (c) an **unplanned interruption**,
 - (d) a water quality or **low drinking water pressure** problem, or
 - (e) a blocked **stormwater** canal.

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- (2) The emergency phone number is also listed on your **bill** and on our website.
 - (3) If your **enquiry** cannot be answered immediately, we will:
 - (a) provide a reference number for your **enquiry**, and
 - (b) make every reasonable effort to respond to your **enquiry** within 5 business days.

(4) Emails about fault and leaks **enquiries** can also be directed to faults@sydneywater.com.au.

14.2 General enquiries

- (1) You can find information on a range of topics on our website at sydneywater.com.au. You can check for **water supply service** interruptions or subscribe for **water supply service** interruption alerts for events impacting your **property**.
- (2) **Owners** who have registered for **My Account** via our website are automatically subscribed for service interruption alerts using the contact details provided at the time of registration.
- (3) If you have an **enquiry** relating to your account, a **bill**, payment options, concession entitlements or other information about our **services**, and you cannot find the answer on our website, you should contact us via the following methods:
 - (a) Website: www.sydneywater.com.au/contactus (online **enquiry** form),
 - (b) Email: CustomerService@sydneywater.com.au,
 - (c) Post: PO Box 399 Parramatta NSW 2124,
 - (d) Telephone: 13 20 92 (between 8:00am and 5:30pm, Monday to Friday, excluding public holidays), or
 - (e) In person: 1 Smith Street, Parramatta NSW 2150

Note: These details are correct as at 1 July 2024. Changes to these details will be updated on our website as soon as reasonably practicable. You should verify these details via our website. There may be other forms of online contact platforms available from time to time. Please check our website for details.

- (4) Our contact phone numbers are provided on your **bill**, in the phone directory and on our website.
- (5) **My Account** also allows you to view your billing and payment history and request payment extensions for your account.
- (6) We will reply to your written **enquiry** within 5 business days of receiving it, unless we can respond sooner by phone contact. **Our written response will provide an explanation and the name of the contact person for follow up enquiries. If your enquiry cannot be resolved within these timeframes, you will be advised of the contact number of the person who will investigate your enquiry further.**
- (7) If your oral **enquiry** cannot be answered immediately, we will:
 - (a) provide a reference number for your oral **enquiry**, and
 - (b) make every reasonable effort to respond to your oral **enquiry** within 5 business days.

14.3 Free Interpreter and TTY services

- (1) We provide a free interpreter service for people from non-English speaking backgrounds to use to contact us. Please call 13 14 50 to access these services.
- (2) **Customers** who have a hearing or speech impairment can contact us through the National Relay Service (NRS) as follows:
 - (a) For TTY (teletypewriter) users, phone 133 677 and ask for 1300 143 734.
 - (b) For Speak and Listen (speech-to-speech relay) users, phone 1300 555 727 and ask for 1300 143 734, or
 - (c) For internet relay users, connect to the NRS (see relayservice.gov.au for details) and ask for 1300 143 734.

15 Consultation, information and privacy

15.1 Community involvement

- (1) To enable community involvement on issues relevant to our programs, **services** and decision-making process, we have a **Customer and Community Reference Group**.
- (2) In addition to the **Customer and Community Reference Group**, we have online customer forums, where we engage with a wide range of customer and community groups. We also conduct forums for specific issues and regular customer surveys.
- (3) For further information about how we engage with our **customers** and the community see our website or contact the **Contact Centre**.

15.2 Providing information

We will respond in a timely manner to requests for information consistent with normal commercial practices and relevant **Laws**, including the *Government Information (Public Access) Act 2009* (NSW).

15.3 Privacy

- (1) We will comply with all relevant privacy legislation (including the *Privacy and Personal Information Protection Act 1998* (NSW) and the *Health Records and Information Privacy Act 2002* (NSW)).
- (2) Details on how we protect your privacy and handle your personal **and health information** are available on our website.
- (3) Privacy **enquiries** and **complaints** may be directed to **our Privacy Officer through the Contact Centre, or** to the NSW Privacy Commissioner.
- (4) You may agree to receive communications from us electronically (including via SMS or email). Where you do so, we may use your contact details:
 - (a) to notify you as required under, or to communicate with you about other matters set out in, this **Customer Contract**,
 - (b) to send you our newsletter or information about other programs of community interest, or

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- (c) to survey you about any **services** that we provide or propose to provide.
 - (5) You may at any time opt out from receiving electronic communications.
 - (6) To the extent permitted by **Law**, we may disclose **personal information** we have collected and information relating to your payment or credit history, your creditworthiness, credit standing, or credit capacity (including our opinions regarding these matters) to, or exchange that **personal information** with:
 - (a) **authorities** or government departments, such as the Land Registry Services or Services Australia,
 - (b) credit reporting agencies, other credit providers, other suppliers, or our agents and contractors, or
 - (c) other **authorities** for the purpose of confirming your eligibility for concessions and exemptions (for example, pensioner concessions).

16 Definitions, interpretation and policies

16.1 Definitions

In this **Customer Contract**, the defined terms have the same meaning as those provided in the **Operating Licence** and the **Act**, where available. All other words have the meanings provided below.

Where terms used in the **Customer Contract** are defined in the **Act**, a guidance note may be included to set out the meaning of the term. Guidance notes do not form part of the **Customer Contract** and may be updated by Sydney Water from time to time with the **approval** of IPART.

Act means the *Sydney Water Act 1994* (NSW).

Approval means an approval, consent, lease, licence, permit or authority issued or required in respect of any matter referred to in this **Customer Contract**.

Area of operations means the area referred to in section 10 of the **Act** and specified in Schedule A to the Licence.

Australian Consumer Law means the Australian Consumer Law as set out in Schedule 2 to the *Competition and Consumer Act 2010* (Cth).

Australian Drinking Water Guidelines means the "Australian Drinking Water Guidelines 2011" published by the National Health and Medical Research Council and the Natural Resource Management Ministerial Council of Australia and New Zealand.

Australian Guidelines for Water Recycling means the "Australian Guidelines For Water Recycling: Managing Health and Environmental Risks (Phases 1 and 2)" published by the Environment Protection and Heritage Council, the Natural Resource Management Ministerial Council and the National Health and Medical Research Council or the Australian Health Ministers' Conference.

Authorised connection means a connection to our **infrastructure** that has been approved by us in compliance with our **connection requirements** and any conditions of **approval**.

Authority means any government, semi-governmental, statutory, administrative, fiscal or judicial body, corporation, department, commission, authority, tribunal or other person.

Backflow prevention containment device means a device to prevent the reverse flow of water from a potentially polluted source into our **water infrastructure**.

BASIX means the Building Sustainability Index which aims to deliver equitable, effective water and greenhouse gas reductions across the state.

Bill means a bill we send to a **customer** for the provision of our **services**.

Billing cycle means the regular billing period. For most **customers** each billing period is 3 months but it can be 1 month or as otherwise agreed.

Certificate of authority means a certificate issued under section 39 of the **Act**.

Charges include any charges or fees payable under this **Customer Contract** or other agreement made between us and you.

Complaint means an expression of dissatisfaction made to us in relation to our actions, products, **services**, **our people** or the complaints-handling process itself, where a response or resolution is reasonably expected (explicitly or implicitly) or legally required.

Connection point is where the private service from a **property** connects to our **infrastructure**. This is the joint immediately attached to where the privately owned service from a **property** connects to our **infrastructure**. The pipe joint or fitting from the privately-owned service from a property connects to our water system, **wastewater** system or stormwater drainage system point of connection. Refer to the diagrams in Appendix B.

Connection requirements means our requirements for connection to our **infrastructure** published on our website. These requirements are intended to ensure that there is adequate capacity for **customer** connection and that our **infrastructure** is protected against potential problems that could arise from **defective** or **unauthorised connections** and defective **customer** systems.

Consumer means any person who consumes or uses the **services** and includes, but is not limited to, private residential tenants, commercial tenants and other occupiers of a **property**.

Contact Centre means the call centre that our **customers** and **consumers** may contact for assistance.

Controlled wastewater overflow is an overflow of **wastewater** that we direct via a designed structure to a predetermined location, such as a drainage system or waterway, in order to prevent overload or blocked sewers from discharging at sensitive locations, on private **property** or within buildings (thus endangering public health or causing public nuisance).

Customer means a person who owns a **property** that is:

(a) connected to our **water infrastructure** or **wastewater infrastructure** and within our **area of operations**, or

(b) within a **declared stormwater drainage area** or the **Rouse Hill stormwater catchment area** and you are liable to pay the charges for the **stormwater services** we provide.

Customer and Community Reference Group is the name of our Customer Council and means a group of persons that we appoint from time to time under section 15 of the Act. We may have more than one Customer Council.

Customer Contract means this contract, being the contract entered into pursuant to section 55(1) to (3A) of the Act.

Declared stormwater drainage area means an area within our **area of operations** declared to be a stormwater drainage area as set out in **Schedule 1 of the Sydney Water (Stormwater Drainage Areas) Order 2011**.

Note: Declared stormwater drainage areas are areas used to transport stormwater. These areas are marked on maps located on our website.

Defective and **defective works** means an issue, blockage or leakage from any of **your systems** or into our **infrastructure** that impacts, or poses a risk to, the operation of our **infrastructure**, or the environment a.

Disaster event means a natural disaster event (e.g., tsunami or earthquake), a major flooding or storm event, a terror event, or any major event that is beyond our reasonable control. These circumstances may affect our **water systems** or **wastewater systems** and impact the level of service you receive.

Disconnect or **disconnection** means the stopping (either temporarily or permanently) of the **services** to your **property**.

Dispute means an unresolved **complaint** escalated internally or externally or both.

Drinking water has the meaning given to that term under the *Public Health Act 2010* (NSW).

Note: The *Public Health Act 2010* (NSW) defines drinking water as water that is intended, or likely, to be used for human consumption, or for purposes connected with human consumption, such as—(a) the washing or cooling of food, or (b) the making of ice for consumption, or for the preservation of unpackaged food—whether or not the water is used for other purposes.

Drinking water service means the **service** we are permitted to provide by the **Operating Licence** and any applicable **Law** in respect to the collection, storage, treatment, conveyance, reticulation or supply of **drinking water**.

Enquiry means a written or oral question by or on behalf of a **customer** which can be satisfied by providing information, advice, assistance, clarification, explanation or referral.

EWON means the Energy and Water Ombudsman NSW, **the NSW industry complaints scheme for the water industry**.

Fire service means a **water supply service** constructed to meet fire protection requirements under the relevant **Law**.

Health information refers to information which falls under the *Health Records and Information Privacy Act 2002* (NSW).

Infrastructure means any or all of our **water infrastructure**, **recycled water infrastructure**, **wastewater infrastructure** and **stormwater infrastructure** as the case may be.

Insolvency event means where:

- (a) you inform us in writing or creditors generally that you are insolvent or unable to meet financial commitments,

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- (b) a notice is given of a meeting of creditors with a view to you entering a deed of company arrangement,
 - (c) a controller, administrator, liquidator, provisional liquidator, receiver or receiver and manager is appointed,
 - (d) you enter a deed of company arrangement with creditors,
 - (e) an application is made to a court to wind you up and it is not stayed within a further 10 business days,
 - (f) a winding up order is made against you,
 - (g) you resolve by special resolution to be wound up voluntarily,
 - (h) a mortgagee takes possession of the **property**, or
 - (i) you take or suffer in any place, any step or action analogous to any of those mentioned in this definition.

IPART means the Independent Pricing and Regulatory Tribunal of New South Wales constituted by the *Independent Pricing and Regulatory Tribunal Act 1992* (NSW).

Law means any requirement of any primary or subordinate legislation, rule or common law, present or future and whether state, federal or otherwise, and includes licences, orders, mandatory codes, permits and directions.

Low drinking water pressure means where your **drinking water** pressure at the **connection point** to our **water infrastructure** is below 15m head of pressure for a continuous period of one hour or more.

It is measured either by:

- (a) **customer** notification and confirmation by our field testing, or
- (b) data obtained through our data collection systems and hydraulic analysis.

Maintenance includes repairs and replacement, and, where relevant, testing and inspection.

Major operational incident means an event which causes any of our **infrastructure** to fail and we consider it to have a major impact on our **customers**. **This may include disaster events.**

Meter is the device used to measure the water usage and includes any remote reading equipment and associated wiring, power, plumbing and servicing equipment but excludes the assembly.

Minister means the Minister responsible for administering the **Act**.

My Account is our online platform where **customers** can access and update information about their **personal information, bills, and manage payments.**

NCAT means the NSW Civil and Administrative Tribunal established under the *Civil and Administrative Tribunal Act 2013* (NSW).

Non-residential customer is a **customer** who is not a **residential customer** and includes a **customer** who owns **property** providing commercial residential **services** (for example, boarding houses, caravan parks, hotels, hostels, mobile home villages and motels).

Non-residential property means **property** that is not **residential property**.

NSW Health means the NSW Ministry of Health.

Operating Licence has the same meaning provided in the **Act**.

Note: The Act defines operating licence as an operating licence granted under section 12 or any renewal of it.

Our people includes our board of directors, officers, employees and contractors.

Owner has the same meaning as under the **Act**.

Note: The Act defines owner, in relation to land, as including every person who jointly or severally at law or in equity—(a) is entitled to the land for an estate of freehold in possession, or (b) is a person to whom the Crown has contracted to sell the land under the *Crown Land Management Act 2016* or any other Act relating to alienation of land of the Crown, or (c) is entitled to receive, or receives, or if the land were let to a tenant would receive, the rents and profits of the land, whether as beneficial owner, trustee, mortgagee in possession or otherwise—and, in relation to land of the Crown, means the Crown but does not include a person who, or a class of persons that, is specified by a regulation not to be an owner for the purposes of this definition, either generally or in a particular case or class of cases.

Owners Corporation means the corporation constituted under section 8 of the *Strata Management Act 2015* for a strata scheme.

Payment arrangement means any type of payment assistance set out in clause 6 of this **Customer Contract**.

Payment difficulty means situations where a **customer** is unable to pay some or all of their **bill** by the due date.

Penalty notice means an infringement notice issued in response to a breach of the **Act**, the **Customer Contract** or the **Sydney Water Regulation**.

Personal information has the same meaning as under the *Privacy and Personal Information Protection Act 1998* (NSW).

Planned interruption means an interruption to a service initiated by us to allow **maintenance** or new connections to be undertaken and for which at least one week's notice has been given to you.

Plumbing Code of Australia is the code with which all plumbing and drainage work in NSW must comply. It sets out the requirements for the design, construction, installation, replacement, repair, alteration and **maintenance** of plumbing and drainage installations. The PCA 2019 and PCA 2022 as well as any variations to these codes, can be viewed on the Australian Building Codes Board (ABCB) website.

Pressure sewerage system means a system where individual pumps located in collection tanks on private **property** are used to pump **wastewater** to our **wastewater infrastructure**.

Private joint service means a single **connection point** to our **infrastructure** which serves more than one **property**.

Property means any real property that is connected to, or for which a connection is available to, our **water infrastructure**, our **wastewater infrastructure**, our **recycled water infrastructure** or is within a **declared stormwater drainage area** or the **Rouse Hill stormwater catchment area**. This also includes strata titled properties.

Property boundary means the boundary shown in a plan registered with NSW Land Registry Services. For strata plans, the relevant boundary is the boundary of the strata scheme (not the boundary of an individual lot).

Recycled water means water that has been treated to a standard suitable for its intended end use such as industrial, commercial and/or household applications but is not intended for use as **drinking water**.

Recycled water area is the geographical area occupied by a community or communities supplied with **recycled water** through a pipe network separate from the **drinking water** system.

Recycled water infrastructure includes any of our **infrastructure** that is, or is intended to be, used for:

- (a) the collection or storage of **recycled water** and includes the **connection point**,
- (b) the conveyance or reticulation of **recycled water**,
- (c) the treatment of **recycled water**, including any outfall pipe or other work that stores or conveys **recycled water** leaving the **infrastructure** used for the treatment of **recycled water**, and
- (d) any other **infrastructure** used in connection with **recycled water**.

and includes operational and information technology environments, hardware and systems used in the provision of **services**, but does not include any pipe, fitting or apparatus that is situated downstream of your **connection point** to our **recycled water infrastructure**.

Recycled water service means the **service** we are permitted to provide by the **Operating Licence** and any applicable **Law** in respect to the collection, storage, treatment, conveyance, reticulation, supply or disposal of **recycled water**.

Residential customer means a **customer** who owns **residential property**.

Residential property is **property** that is a **customer's** principal place of residence or that is categorised as residential under the *Local Government Act 1993* (NSW).

Restrict or **restriction** means a direct intervention by us to your **water supply service** in order to reduce flow to your **property**.

Note: See separate and unrelated definition for "water restrictions".

Rouse Hill stormwater catchment area means the area of land located in the Rouse Hill stormwater catchment.

Note: You can see if you are in one of our stormwater catchments including the **Rouse Hill stormwater catchment area** by using the stormwater catchment map on our website or by contacting us through the **Contact Centre**.

Service charge is a **charge** for being connected to our **infrastructure**.

Services means supplying **drinking water** and **recycled water**, providing **wastewater** and **stormwater services**, and disposing of **wastewater**.

Sewer mining is the process of tapping into a **wastewater system** (either before or after the **wastewater** treatment plant) and extracting **wastewater**.

Stormwater means the water collected, stored and transported via the **stormwater infrastructure**.

Stormwater infrastructure means the drainage channels, pipes, detention structures, and quality improvement devices and other equipment that we use to provide **stormwater services**.

Stormwater services means the **services** we are permitted to provide by the **Operating Licence** and any applicable **Law** with respect to drainage.

Sydney Water Regulation means the *Sydney Water Regulation 2017* enacted under the **Act**.

Trade waste means any liquid, and any material contained in any liquid, which:

- (a) is produced on or stored at any **non-residential property**,
- (b) is produced or stored on, or transported by, any vehicle (including, without limitation, motor vehicles, planes, boats and trains),
- (c) is comprised of waste from a portable toilet or septic tank,
- (d) is comprised of run-off from an area that is contaminated within the meaning of section 5 of the *Contaminated Land Management Act 1997* (NSW), or
- (e) contains any substance classified as a restricted substance in our **trade waste acceptance standard**.

Trade waste acceptance standards means the standard by this name published on our website from time to time for industrial **customers**.

Trade waste service means the **services** we are permitted to provide by the **Operating Licence** and any applicable **Law** in respect to the collection, storage, treatment, conveyance, or disposal of **trade waste**.

Unauthorised connection includes where you:

- (a) connect to our **infrastructure** without the **approval** of us **or another appropriate authority**,
- (b) do not comply with all conditions of connection we have set,
- (c) do not comply with the conditions in this **Customer Contract** or your separate agreement,
- (d) do not install a **meter** on a new **water supply service** connection before you start taking the water,
- (e) do not install **backflow prevention devices** appropriate for the hazard rating of the **property** in accordance with our Backflow Prevention Standard, test it, send the results to us and fix any faults, or
- (f) discharge **wastewater** or **trade waste** without our written permission or breach your **trade waste** discharge standards or do not meet requirements for **trade waste** pre-treatment equipment.

Unauthorised work means the placement of any works and structures over our **infrastructure** without our prior **approval**.

Uncontrolled wastewater overflow is a **wastewater overflow** occurring in **dry weather** that is not a **controlled wastewater overflow**.

Unplanned interruption means an interruption to the **services**, **for which less than one week's notice has been given to you**, due to:

- (a) emergencies,
- (b) events beyond our reasonable control,
- (c) a situation where we need to avert danger to any person or **property**, or
- (d) faults in our **infrastructure**.

Wastewater means any discarded water, whether clean or contaminated, that is discharged into the **wastewater infrastructure**.

Wastewater discharge factor is an estimate of the volume of **wastewater** discharged by you into our **wastewater infrastructure** usually expressed as a percentage of water measured by our **meters** as delivered to your **property** or otherwise determined in accordance with clause 5.12.

Wastewater infrastructure includes any of our **infrastructure** that is, or is intended to be, used for:

- (a) the collection or storage of **wastewater** and includes the **connection point**,
- (b) the conveyance or reticulation of **wastewater**,
- (c) the treatment of **wastewater**, including any outfall pipe or other work that stores or conveys **wastewater** leaving the **wastewater infrastructure**, or
- (d) any other **infrastructure** used in connection with **wastewater services** and **trade waste services**,

and includes operational and information technology environments, hardware and systems used in the provision of **services** but does not include any pipe, fitting or apparatus that is situated upstream of your **connection point** to our **wastewater infrastructure**.

Wastewater overflow is the discharge of untreated or partially treated **wastewater** from:

- (a) any part of our **wastewater infrastructure**, or
- (b) any part of **your wastewater system** where the cause of the discharge is a failure of our **wastewater infrastructure**.

Wastewater service means the **service** we are permitted to provide by the **Operating Licence** and any applicable **Law** in respect to the collection, storage, treatment, conveyance or reticulation of **wastewater**.

Water infrastructure includes any of our **infrastructure** that is, or is intended to be, used:

- (a) for the collection or storage of water, including from a dam or reservoir or a water production plant,
- (b) for the treatment of water,
- (c) for the conveyancing or reticulation of water and includes the **connection point**, or
- (d) in connection with **water supply services**,

and includes operational and information technology environments, hardware and systems used in the provision of **services**, but does not include any pipe, fitting or apparatus that is situated downstream of your **connection point** to our **water infrastructure**.

Water restrictions means a restriction on the use of water provided for in, or notified under, the **Act** or the **Sydney Water Regulation**.

Water supply service means our **drinking water service** and **recycled water service**.

WIC Act means the *Water Industry Competition Act 2006* (NSW).

Your system means **your wastewater system**, **your water system** and/or **your recycled water system** as the case may be.

Your recycled water system means the pipes, fittings, **meters** (except those owned by us) and other connected accessories required for or incidental to the supply and measurement of **recycled water** provided by us but does not include our **recycled water infrastructure**.

Your wastewater system means the pipes, fittings and other connected accessories required for or incidental to the discharge or conveyance of **wastewater** to our **wastewater infrastructure** but does not include our **wastewater infrastructure**. It can include privately owned **pressure wastewater infrastructure**. **Your wastewater system may extend beyond the boundary of your property.** If you do not know where the point of connection is, you should contact us for information on where to obtain a diagram.

Your water system means the pipes, fittings, **meters** (except those owned by us) and other connected accessories required for or incidental to the supply and measurement of water provided by us but does not include our **water infrastructure**. **Your water system may extend beyond the boundary of your property.** If you do not know where the point of connection is, you should contact us for information on where to obtain a diagram.

16.2 Interpretation

In this **Customer Contract**, unless the contrary intention appears

- (1) a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity,
- (2) a party includes the party's executors, administrators, successors and permitted assigns,
- (3) a business day is a day that is not a Saturday, a Sunday or a public holiday in New South Wales or a non gazetted public holiday in our **area of operations**,
- (4) a statute, regulation or provision of a statute or regulation (statutory provision) includes:
 - (a) that statutory provision as amended or re-enacted from time to time,
 - (b) a statute, regulation or provision enacted in replacement of that statutory provision, or
 - (c) another regulation or other statutory instrument made or issued under that statutory provision.
- (5) a word importing the singular includes the plural (and vice versa) and a word indicating a gender includes every other gender,
- (6) including and similar expressions are not words of limitation,
- (7) a reference to a clause or appendix is a reference to a clause of or appendix to this **Customer Contract**,
- (8) a reference to a contract or document (including without limitation, a reference to this **Customer Contract**) is a reference to this **Customer Contract** or document or any document which varies, supplements, replaces, assigns or novates that document,
- (9) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning,
- (10) headings and any table of contents or index are for convenience only and do not form part of this **Customer Contract** or affect its interpretation,

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- (11) a provision of this **Customer Contract** must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this **Customer Contract** or the inclusion of the provision in this **Customer Contract**,
 - (12) if an act must be done on a specified day which is not a business day, it must be done instead on the next business day,
 - (13) if there is any inconsistency between this **Customer Contract** and any **Law**, the **Law** will prevail to the extent of the inconsistency,
 - (14) an agreement on the part of 2 or more persons binds them jointly and severally, and
 - (15) a reference to a notice, consent, request, **approval** or other communication under this **Customer Contract** means a written notice, request, consent, **approval** or agreement.

We, our or **us** means Sydney Water Corporation, established under the **Act**, including **our people**.

You or **your** means our **customer** for the purpose of this **Customer Contract**.

16.3 Policies

A reference to any of our policies or standards means the policies and standards as published on our website at any one time and any amendment or replacement applying to the same or similar subject matter. Our policies or standards can also be made available on request to the **Contact Centre**.

A Operation and maintenance obligations for pressure sewerage equipment

Your operation and **maintenance** obligations for **pressure sewerage equipment** will depend on whether the equipment is owned by you or us as set out in clause 8.8 of this **Customer Contract**.

A.1 Pressure sewerage equipment owned by you

- (1) You may only connect your **pressure sewerage equipment** to our **wastewater system** with our written **approval**.
- (2) The equipment you install must meet the requirements we provide to you when your application is approved.
- (3) A NSW Fair Trading plumbing inspector must inspect **your wastewater system** to ensure it meets the **Plumbing Code of Australia**.
- (4) You must only use your **pressure sewerage equipment** to pump **wastewater** from a dwelling on your **property**.
- (5) You must ensure that:
 - (a) your **pressure sewerage equipment** is continuously connected to your electricity circuit, and
 - (b) your electrical circuit is suitable for the connection, at your expense.
- (6) You must maintain a collection tank that can safely store **wastewater** before you pump it to our **wastewater system**.
- (7) You must **operate and maintain** your collection tanks and pumps to ensure that they do not emit **odours** or increase the chance of odours or corrosion in our **wastewater system**. You are responsible for any overflows or odours that may occur from your **pressure sewerage equipment**.
- (8) You may apply to us to **disconnect** from our **wastewater system** if you obtain **approval** from your Local Government **authority** to install an on-site sanitary treatment system to service your **property**.
- (9) You must install an isolation valve at the **connection point** to our **wastewater system**, so that we can **disconnect your wastewater system** if required.
- (10) We may **disconnect your wastewater system** if:
 - (a) your **pressure sewerage equipment** causes overflows, unacceptable odours or leaks in our **wastewater system**,
 - (b) you have connected your **stormwater** pipes to **your wastewater system**,
 - (c) there is a stormwater ingress into **your wastewater system** and/or **pressure sewerage equipment** and into our **wastewater system** and you do not fix it within a reasonable period.

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- (d) we identify **your wastewater system** as a source of hazardous liquids being disposed into our **wastewater system**, or
 - (e) your pumped **wastewater** causes our **wastewater system** to corrode.

A.2 Pressure sewerage equipment owned by us – individual property connections

- (1) You can only connect to our **pressure sewerage equipment** with our written permission.
- (2) A NSW Fair Trading plumbing inspector must inspect **your wastewater system** to ensure that it meets the **Plumbing Code of Australia**, before we can provide our written permission to you.
- (3) You must only use our **pressure sewerage equipment** to pump **wastewater** from a dwelling on your **property**.
- (4) You must ensure that:
 - (a) the **pressure sewerage equipment** is connected, and remains continuously connected, to your electrical circuitry on your side of the electricity **meter**,
 - (b) your electrical circuit is suitable for connection, at your expense, and
 - (c) to the extent reasonably possible, that electricity is continuously supplied (at no cost to us) by your electricity supplier, to enable the **pressure sewerage equipment** to function properly.
- (5) If the **pressure sewerage equipment** is damaged as a result of irregular or incorrect electricity supply, you:
 - (a) are liable for the costs of fixing that damage, and
 - (b) authorise us to act as your agent to recover the repair costs from your electricity supplier. **Any such recovered costs will be offset against the costs you are liable for.**
- (6) You will own and be responsible for maintaining any extension to your electrical circuit that is necessary to connect the **pressure sewerage equipment** (including the alarm control panel) to your electrical circuit.
- (7) You must not do anything that will interfere with the proper functioning of the **pressure sewerage equipment** or our ability to safely access and service the **pressure sewerage equipment**. Only we may maintain and repair our **pressure sewerage equipment**.
- (8) We are responsible for the cost of maintaining the **pressure sewerage equipment** arising from normal use.
- (9) You will be responsible for costs resulting from damage caused by you or the occupiers of your **property**.
- (10) You must ensure that occupiers of your **property** are aware of the terms of this appendix and that they agree not to breach them.
- (11) If you want the **pressure sewerage equipment** to be relocated on your **property** after it has been installed, you must engage a Water Servicing Coordinator certified by us. A list of certified Water Servicing Coordinators is available on our website.

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- (12) We may impose conditions for relocating our **pressure sewerage equipment** which you must comply with, and you will be responsible for all costs associated with any relocation.
- (13) You can apply to **disconnect** from our **wastewater system** if you obtain **approval** from your Local Government **authority** to install an on-site sanitary treatment system to service your **property**.
- (14) If we agree to **disconnect** your service, you must cooperate to allow us to remove our **pressure sewerage equipment** from your **property**.
- (15) We may **disconnect your wastewater system**, or transfer the ownership of the **pressure sewerage equipment** from us to you, if:
- (a) you do not follow *Sydney Water's Pressure Sewerage System Homeowner's Guide* in order to protect our **pressure sewerage equipment** or **wastewater system** and prevent overflows, unacceptable odours or leaks in our **wastewater system**,
 - (b) you have connected your **stormwater** pipes to **your wastewater system**,
 - (c) there is a stormwater ingress into **your wastewater system** flowing into our **pressure sewerage equipment** and/or **wastewater system** and you do not fix it within a reasonable period,
 - (d) we identify **your wastewater system** as a source of hazardous liquids being disposed into our **pressure sewerage equipment**, or
 - (e) your pumped **wastewater** causes our **pressure sewerage equipment** or **wastewater system** to corrode.

A.3 Pressure sewerage equipment owned by us – multiple property connections

- (1) In some areas, we have acquired an existing **wastewater system** that has one set of **pressure sewerage equipment** servicing multiple **properties**. The **pressure sewerage equipment** in these areas is owned and maintained by us, including the metered electricity connection. The cost of electricity is paid by us.
- (2) You must only connect to our **wastewater system** and **pressure sewerage equipment** with our written permission.
- (3) A NSW Fair Trading plumbing inspector must inspect **your wastewater system** to ensure that it meets the **Plumbing Code of Australia** before we can provide our written permission to you.
- (4) You can only use our **wastewater system** and **pressure sewerage equipment** to remove **wastewater** from a dwelling on your **property**.
- (5) You must not do anything that will interfere with the proper functioning of our **wastewater system** or the **pressure sewerage equipment** and our ability to safely access and service these. Only we may maintain and repair our **wastewater system** and **pressure sewerage equipment**.
- (6) We are responsible for the cost of maintaining the **pressure sewerage equipment** arising from normal use.

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- (7) You will be responsible for costs resulting from damage caused by you or the occupiers of your **property**.
- (8) You must ensure that occupiers of your **property** are aware of the terms of this appendix and that they agree not to breach them.
- (9) You can apply to **disconnect** from our **wastewater system** if you obtain **approval** from your Local Government **authority** to install an on-site sanitary treatment system to service your **property**.
- (10) If we agree to **disconnect** your service, you must cooperate to allow us to remove your **point of connection**. We may require the **pressure sewerage equipment** to remain on your **property**.
- (11) We may **disconnect your wastewater system** if:
- (a) you do not follow *Sydney Water's Pressure Sewerage System Home Owner's Guide* in order to protect our **pressure sewerage equipment** or **wastewater system** and prevent overflows, unacceptable odours or leaks in our **wastewater system**,
 - (b) you have connected your **stormwater** pipes to **your wastewater system**,
 - (c) there is a stormwater ingress into **your wastewater system** flowing into our **wastewater system** and **pressure sewerage equipment** and you do not fix it within a reasonable period,
 - (d) we identify **your wastewater system** as a source of hazardous liquids being disposed into our **pressure sewerage equipment** or **wastewater system**, or
 - (e) your pumped **wastewater** causes our **pressure sewerage equipment** or **wastewater system** to corrode.

B Diagrams

Figure 1 Typical water system maintenance responsibilities for an authorised connection

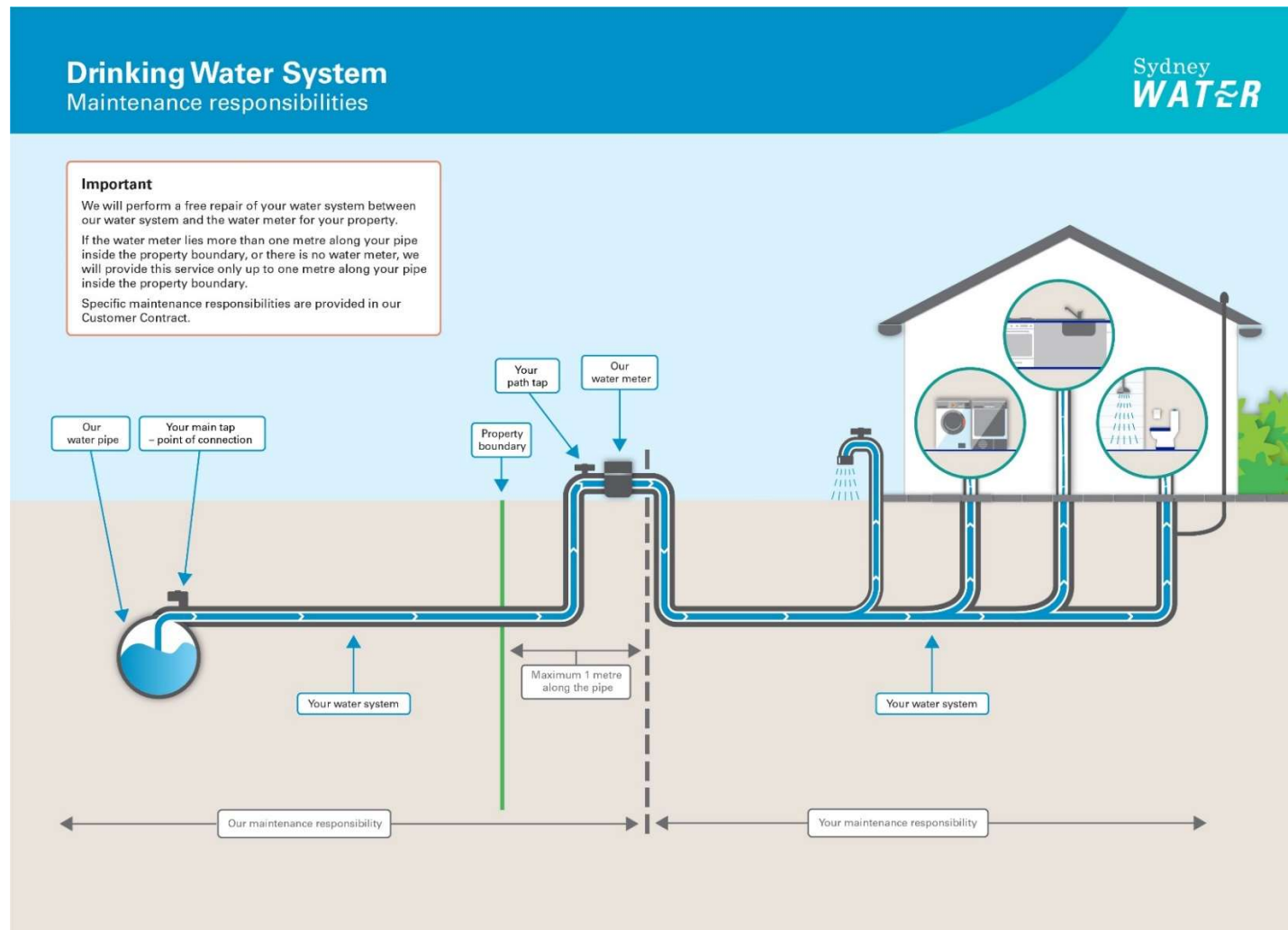


Figure 2 Typical recycled water system maintenance for an authorised connection

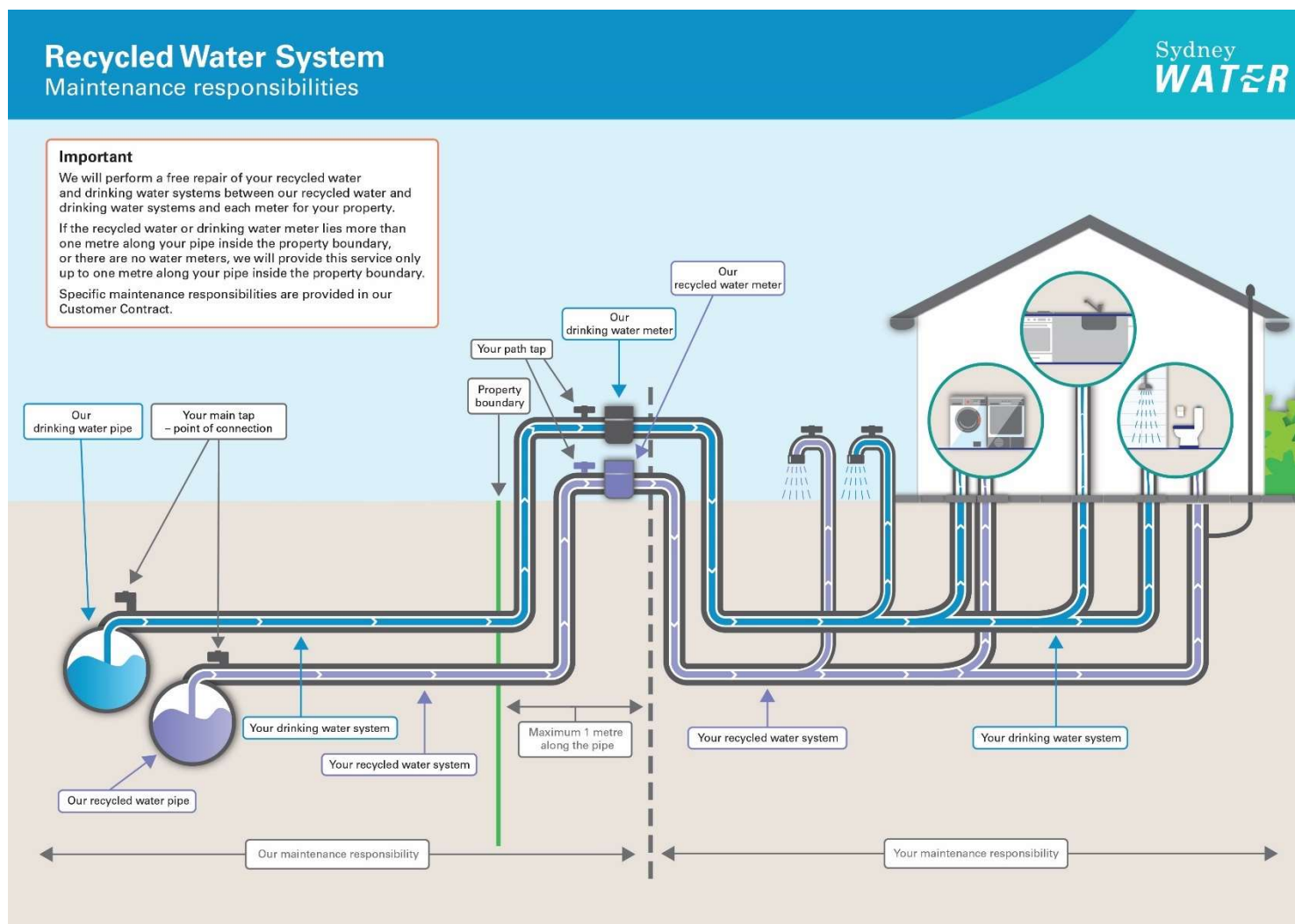


Figure 3 Typical wastewater system maintenance responsibilities for an authorised connection – gravity wastewater

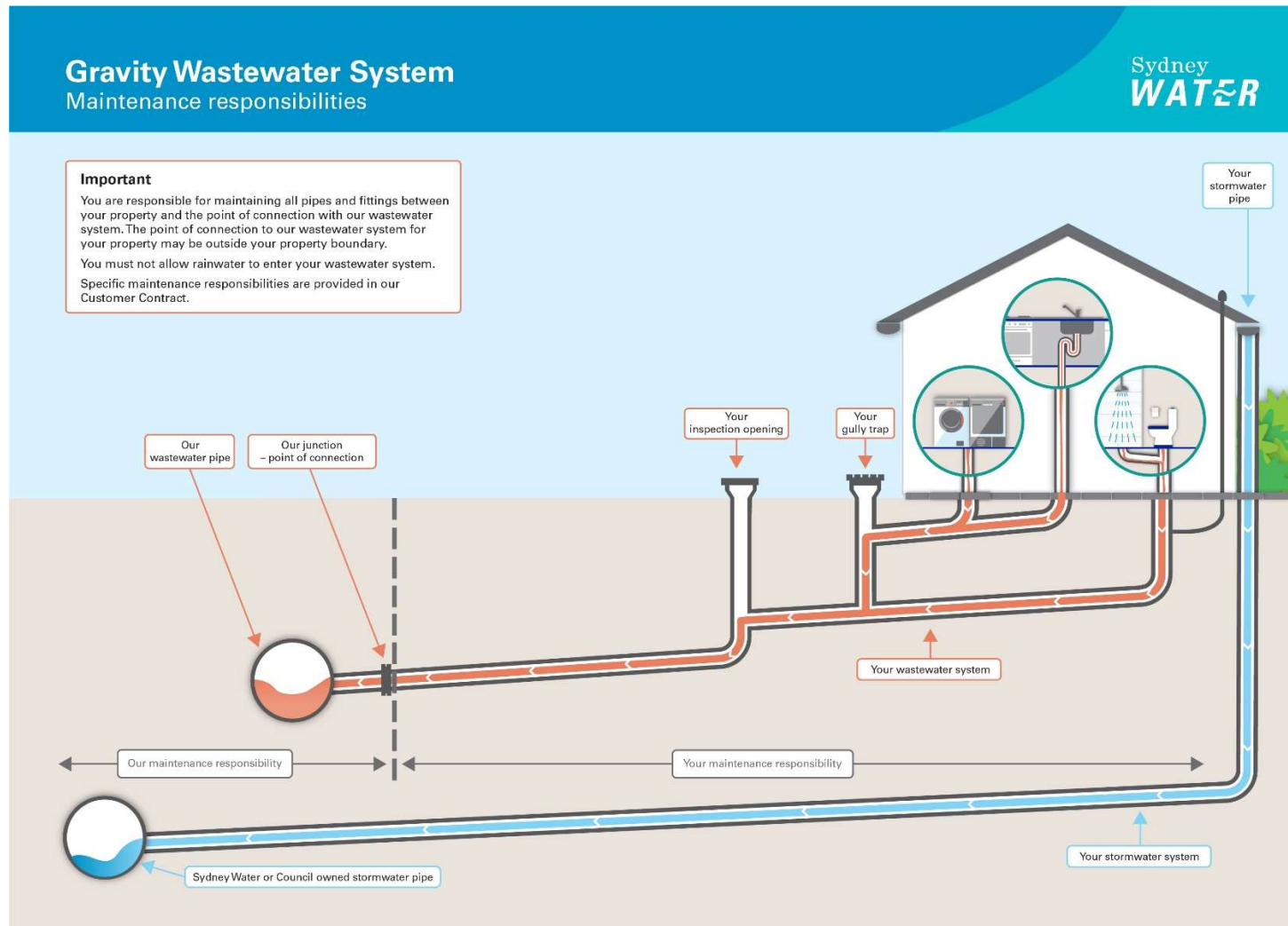


Figure 4 Typical pressure sewerage equipment maintenance responsibilities – Sydney Water owned equipment

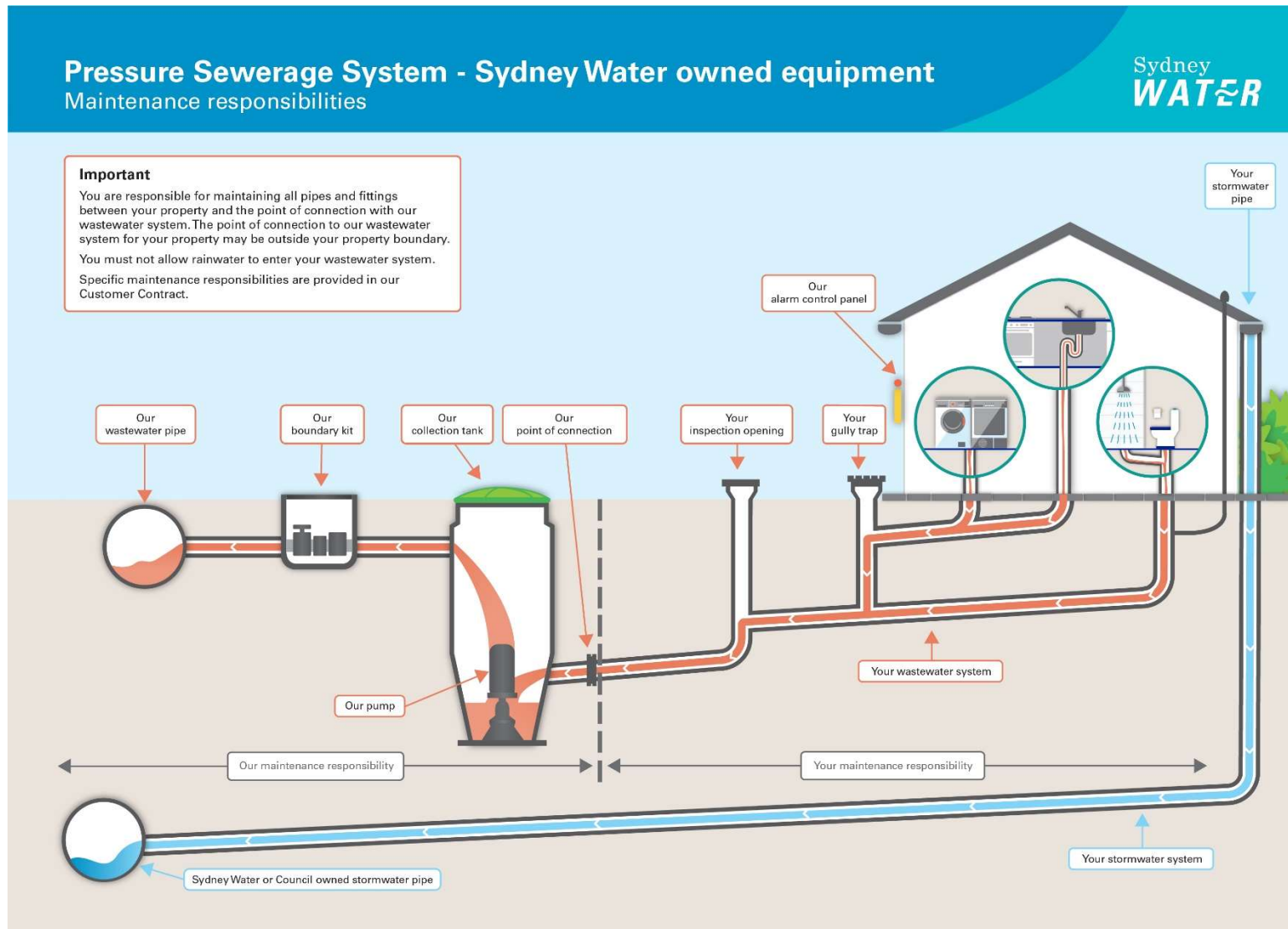


Figure 5 Typical pressure sewerage equipment maintenance responsibilities – Privately owned equipment

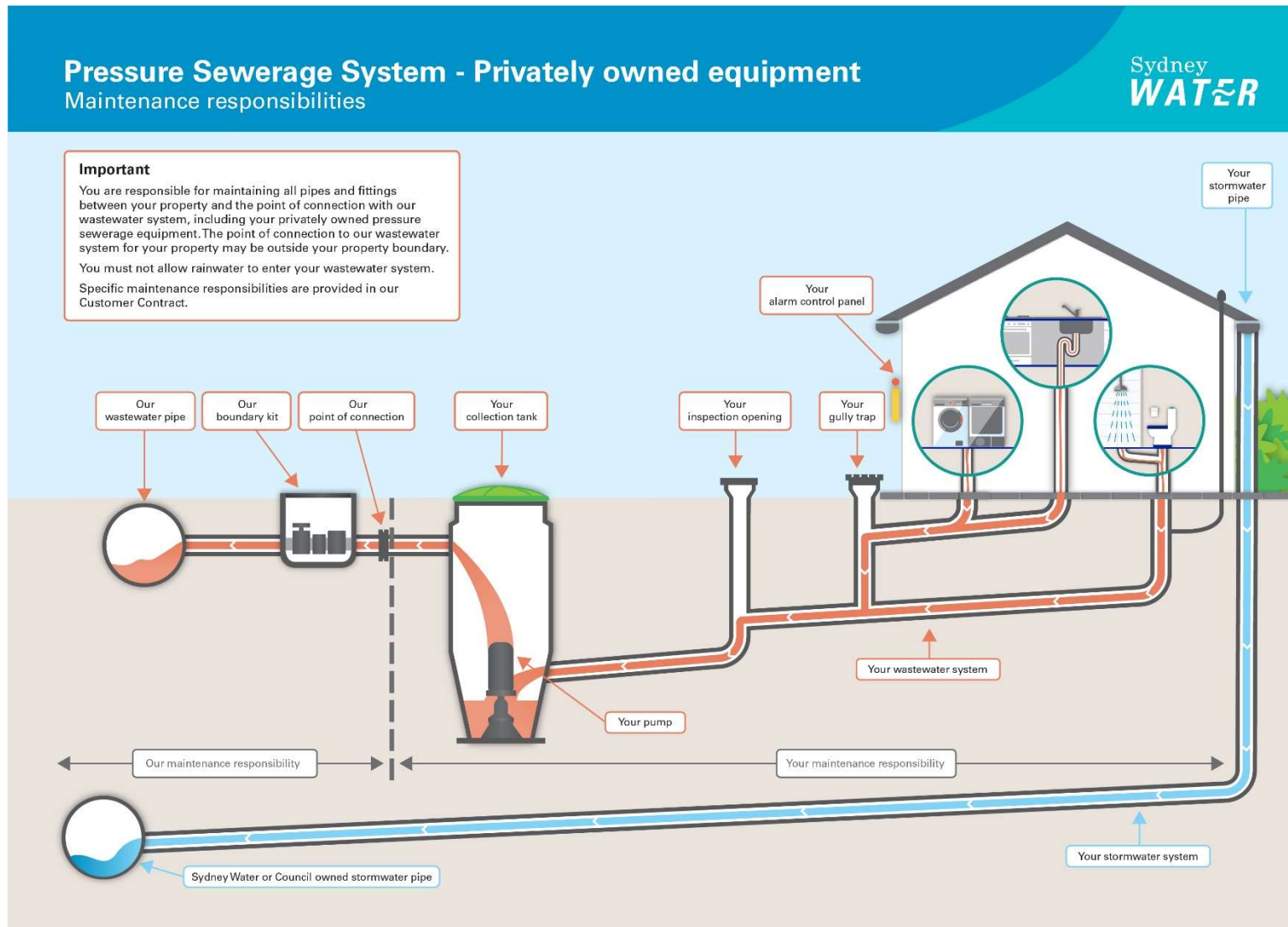


Figure 6 Typical wastewater system maintenance responsibilities – Vacuum wastewater system

