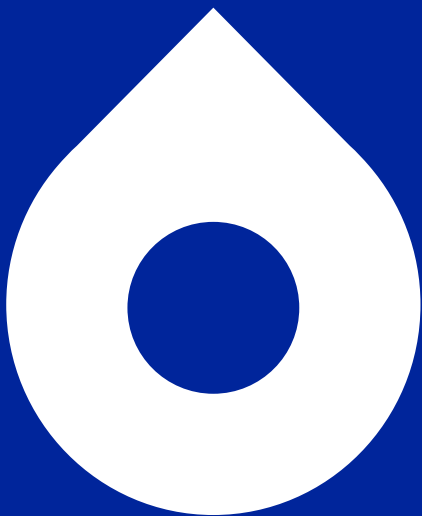


Sydney Water's Operating Licence Review 2023-24

Response to IPART's Draft
Operating Licence package

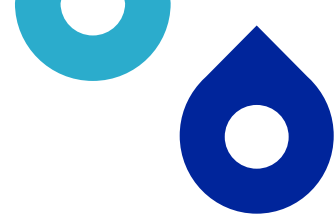




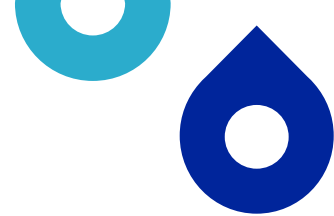
Acknowledgement of Country

Sydney Water respectfully acknowledges the Traditional Custodians of the land and waters on which we work, live and learn. We pay respect to Elders past and present.





Executive summary	8
IPART’s review approach	8
Our response to IPART’s Draft Recommendations	9
1. Introduction	11
1.1 Engaging with our customers	11
1.2 Structure of this submission	12
1.3 Summary of IPART’s draft recommendations and our response	13
2. Water quality, system performance standards and asset management	19
2.1 Water quality standards	19
2.2 Clarifying NSW Health’s role in the operating licence	19
2.3 Fluoridation	19
2.4 Reporting requirements for water quality management	19
2.5 System performance standards for service interruptions	20
2.5.1 Water continuity	20
2.5.2 Water pressure	24
2.5.3 Dry weather wastewater overflows	25
2.5.4 Monitoring system to detect service interruptions	26
2.5.5 Interpretation	27
2.5.6 Reporting	27
2.6 Asset management	27
2.6.1 Reporting requirements for asset management	27



3. Water conservation, efficiency and long-term planning 30

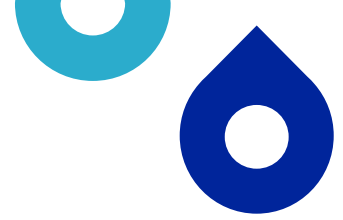
3.1	Requiring a 5-Year Water Conservation Plan	30
3.2	Current Economic Method	31
3.3	Greater Sydney Water Strategy	32
3.4	Data sharing arrangement with DPE	32
3.5	Greater Sydney Drought Response Plan	32
3.6	Long-Term Capital and Operational Plan	34
3.7	Water supply augmentation	37
3.8	Sydney Desalination Plant	38
3.9	Priority Sewerage Program	39

4. Climate risk readiness 41

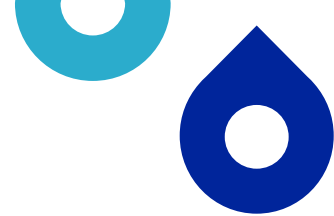
4.1	Abatement	41
4.2	Resilience and adaptation	41
4.3	Climate-related planning and risk management	41
4.4	Climate-related disclosures	42
4.5	Reporting requirements for climate risk readiness	42

5. Obligations to customers 44

5.1	Protecting customers' and consumers' rights	44
5.1.1	Payment assistance options	44
5.1.2	Family violence policy	44
5.1.3	Providing information on the family violence policy	45



5.1.4	Protecting vulnerable tenants.....	46
5.1.5	Internal complaints handling	46
5.1.6	External dispute resolution scheme	47
5.1.7	Customer Contract.....	51
5.1.8	Reporting for vulnerable customers and customer protections	58
5.2	Consulting with customers	60
5.2.1	Consulting customers through the Customer and Community Reference Group.....	60
5.2.2	Consulting customers through other avenues.....	60
6.	Critical infrastructure security	61
6.1	Cyber security management system	61
6.2	Responsibility for implementation	61
6.3	Security clearances	61
6.4	Reporting	61
7.	Stakeholder cooperation and competition	63
...	63	
7.1	Stakeholder cooperation	63
7.1.1	Memoranda of Understanding with the Water Administration Ministerial Corporation, NSW Health and the EPA.....	63
7.1.2	Memorandum of Understanding with Fire & Rescue NSW (FRNSW).....	63
7.2	Information and services to competitors	66
7.2.1	Engaging with WIC Act licensees	66
7.2.2	Publishing servicing information to competitors	66
8.	Administration	67
8.1	Licence objectives	67
8.2	Licence term	67
8.3	Requirements to comply with IPART pricing determinations	67



8.4 Operational audits	67
8.5 Reporting and providing information	67
8.6 Environmental Performance Indicators	67
8.7 Licence authorisation	69
8.7.1 Authorisation for stormwater services	69
8.8 Notice of licence amendments	69
9. Other issues	70
9.1 Definitions and Interpretations	70
9.1.1 <i>Australian Drinking Water Guidelines and Australian Guidelines for Water Recycling</i>	70
9.1.2 Planned and unplanned interruptions	70
9.2 Reporting Manual	70
Appendix A	72
Appendix D	82
Figures	
Figure 1 Sydney Water enquiries and complaints referred to EWON by level, 2022-23	48
Tables	
Table 1 Summary of IPART's draft recommendations and Sydney Water's response	13
Table 2 Sydney Water's proposed wording for a 5-year water conservation plan.....	31
Table 3 Sydney Water's proposed wording for reviewing and updating the GSDRP	34
Table 4 Sydney Water's proposed wording for maintaining, reviewing and updating the LTCOP	36
Table 5 Sydney Water's proposed wording for water supply augmentation licence clauses	38
Table 6 Sydney Water's proposed wording for providing information on payment assistance options	44
Table 7 Sydney Water's proposed wording for providing information on family violence policy	45
Table 8 Sydney Water's proposed wording for internal complaints handling procedure	47
Table 9 Sydney Water's proposed wording for providing information on internal complaints handling procedure	47
Table 10 Sydney Water's proposed wording for external dispute resolution scheme	50
Table 11 Sydney Water's proposed wording for providing information on external dispute resolution scheme	51
Table 12 Summary of Sydney Water's proposed changes to IPART's Draft Customer Contract.....	51



Table 13 Sydney Water's proposed wording for providing information to Customers and Consumers	57
Table 14 Sydney Water's proposed reporting metrics for vulnerable customers and customer protections	59
Table 15 Sydney Water's proposed wording for information to be provided to FRNSW	65
Table 16 Sydney Water's proposed wording for reporting of environmental indicators	68



Executive summary

Sydney Water welcomes the opportunity to respond to the Draft Operating Licence package released by the Independent Pricing and Regulatory Tribunal (IPART) on 14 December 2023, which includes IPART's Discussion Paper on proposed recommendations for the Sydney Water operating licence review,¹ the *Draft Operating Licence 2024-2028* (Draft Licence),² the *Draft Customer Contract 2024-2028* (Draft Customer Contract),³ and the *Draft Reporting Manual 2024-2028* (Draft Reporting Manual).⁴

This submission outlines our views on IPART's Draft Operating Licence package, as well as our proposed changes for the Draft Licence, Draft Customer Contract and Draft Reporting Manual.

IPART's review approach

Throughout our Operating Licence review, IPART has applied a customer-focused approach, underpinned by the following six principles:

1. Protecting the customers, the community and the environment
2. Setting minimum protections
3. Supporting the pricing framework
4. Focusing on outcomes
5. Removing redundancy
6. Recognising new strategies or policies.

This includes a comprehensive cost-benefit analysis, which IPART has undertaken to test that its draft recommendations for our Operating Licence provide net benefits to our customers and the broader community.

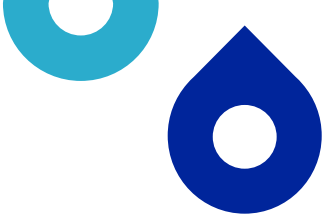
We continue to support IPART's review approach and agree with IPART that it will help to improve outcomes for our customers and the broader community.

¹ IPART 2023, *Sydney Water Operating Licence Review 2023-24 Discussion Paper*, December, https://www.ipart.nsw.gov.au/sites/default/files/cm9_documents/Discussion-Paper-Sydney-Water-Operating-Licence-Review-December-2023.PDF.

² IPART 2023, *Sydney Water Draft Operating Licence 2024-2028*, December, https://www.ipart.nsw.gov.au/sites/default/files/cm9_documents/Draft-Operating-Licence-Sydney-Water-Operating-Licence-Review-December-2023.PDF.

³ IPART 2023, *Sydney Water Draft Customer Contract 2024-2028*, December, https://www.ipart.nsw.gov.au/sites/default/files/cm9_documents/Draft-Customer-Contract-Sydney-Water-Operating-Licence-review-December-2023.PDF.

⁴ IPART 2023, *Sydney Water Draft Reporting Manual 2024-2028*, December, https://www.ipart.nsw.gov.au/sites/default/files/cm9_documents/Draft-Reporting-Manual-Sydney-Water-Operating-Licence-Review-December-2023.PDF.



In particular, IPART has made progress towards a more outcomes-focussed and targeted approach for this review, especially in its cost-benefit analysis. We welcome IPART's approach to this review and support moving towards an Operating Licence review 'by exception' in future. We consider that operating licence reviews could be targeted to focus on areas of greatest concern or potential gaps for our customers and stakeholders, rather than revisiting every clause at each review. This would continue to deliver value to our customers and community, while making the best use of available resources.

Our response to IPART's Draft Recommendations

IPART has made 35 draft recommendations in its Discussion Paper.⁵ Many of IPART's recommendations focus on retaining our current licence conditions, with incremental changes to remove redundancy and/or to bring them in line with new government strategies and policies. There are also recommendations to introduce new licence conditions to clarify our role and responsibilities and help increase transparency in the area of long-term water planning, and to set clearer expectations in the emerging area of climate risk readiness.

Overall, we consider IPART's Draft Operating Licence package to be measured and reasonable, and support most of the key recommendations proposed by IPART, including those to:

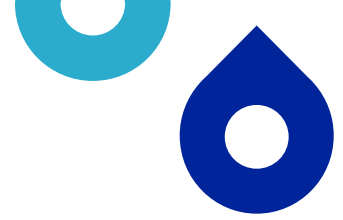
- retain our current water quality standards, with the removal of the separate licence requirement to comply with the *NSW Code of Practice for Fluoridation of Public Water Supplies* (Fluoridation Code) as this is included under the requirement for a Drinking Water Management System,
- maintain our existing system performance standards and limits, but no longer require the use of the Water Continuity Optimal Level and Water Continuity Tolerance Band in making decisions about our network,
- continue to require our asset management system be consistent with the Australian Standard AS ISO 55001:14 or another standard approved by IPART,
- update our water conservation requirements in line with the Greater Sydney Water Strategy (GSWS) and NSW Water Efficiency Framework,
- introduce new licence requirements around a climate risk-related assessment and management process and reporting on net zero progress,
- retire our critical infrastructure security licence requirements when the rules of the amended *Security of Critical Infrastructure Act 2018* (Cth) (SOCI Act) come into operation, and
- providing flexibility around the publishing of servicing information.

While we support the intent of most of IPART's recommendations, we consider that the wording in IPART's draft regulatory documents could be improved in places. Our submission includes marked-up versions of the draft Operating Licence and draft Customer Contract with some suggested drafting changes to avoid unnecessary prescription, retain flexibility, and/or not duplicate other regulatory obligations.

There are also a small number of recommended changes that Sydney Water does not support, including:

- Changing the definition of an unplanned water interruption from the current 2 days' notice, as set out in the current *Customer Contract*, to 7 days' prior notice in writing. This change has not been subject to an informed cost-benefit analysis, and is likely to undermine rather than enhance customer value,
- Introducing a minimum water pressure threshold to the definition of a water service interruption, as this will significantly increase administrative costs for no discernible benefit;

⁵ IPART 2023, *Sydney Water Operating Licence Review 2023-24 Discussion Paper*, December, https://www.ipart.nsw.gov.au/sites/default/files/cm9_documents/Discussion-Paper-Sydney-Water-Operating-Licence-Review-December-2023.PDF, p. 176.



- Introducing a requirement for Sydney Water to publish annual climate-related disclosures consistent with the IFRS S2, unless it is required by law to comply with an Australian equivalent or other similar standard,
- Prescribing Sydney Water to be a member of Energy & Water Ombudsman (EWON) and excluding any flexibility to be a member of an alternative external dispute resolution scheme, which may deliver better value for customers, and
- Removing an existing clause requiring the Minister to provide reasonable notice to Sydney Water of a proposed licence amendment, as this essentially places Sydney Water on an unequal footing with private water utilities who have the right to be consulted on, and make submissions about, proposed licence variations before those variations are approved by the Minister.

We have included a summary of our position to each of IPART's draft recommendations at the end of Section 1 of this submission, with more detail in later sections of the submission.

We look forward to reading the views of our customers and stakeholders in their submissions to IPART's review.



1. Introduction

1.1 Engaging with our customers

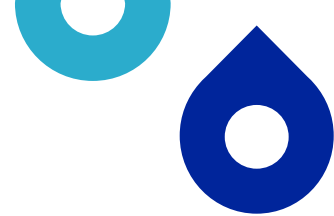
Our customers are at the heart of everything we do. Our ambition is to create a better life through world-class water services. The customers we serve include people, businesses and communities from Sydney, the Illawarra, and the Blue Mountains.

Our aim is to present a customer-informed submission that reflects our customers' needs and values and will lead to positive customer and community outcomes. We have done this by:

- seeking to understand customers' key priorities for Sydney Water by undertaking a broad customer engagement program 'Our Water, Our Voice' throughout 2022-24 to inform our submissions to our key regulatory reviews, as well as ongoing business decisions and strategy setting,
- drawing from existing sources of customer insight such as complaints data and website hits to understand areas of customer concern and interest,
- discussing the review and our positions on the Licence and Customer Contract with the Customer and Community Reference Group (CCRG), and
- engaging with specific stakeholders, such as NSW Health, the Environment Protection Authority (EPA), the former Department of Planning and Environment (DPE) and Office of Environment and Climate Change (OECC) (which together now form the Department of Climate Change, Energy, the Environment and Water (DCCEEW) as of January 2024), Fire and Rescue NSW (FRNSW), Public Information Advocacy Centre (PIAC), WaterNSW and Hunter Water on areas of particular interest, via ongoing engagement forums and throughout IPART's review process.

Our submission includes customer insights from the 'Our Water, Our Voice' program or other customer research activities relating to specific areas of our Operating Licence. In some cases, we also refer to insights generated from the customer engagement program undertaken in 2018 which was used to inform the last Operating Licence review.

We encourage customers, community groups and to make their own submissions to IPART, expressing their own views and interests.



‘Our Water, Our Voice’

In July 2022, we began a customer engagement program, with our customers, community and stakeholders, later given the name ‘Our Water, Our Voice’ by those participating in the process. Our aim was to gather insights to inform our decision making, including this Operating Licence review as well as our pricing proposal to the Independent Pricing and Regulatory Tribunal (IPART) that will be submitted in September 2024.

The program is made up of six phases:

- **Phase 1: Capturing customer priorities (July 2022 – January 2023)**

In this phase, we asked customers to identify and rank the 15 most important outcomes for Sydney Water to deliver over the next decade.

- **Phase 2: Capturing customer service (November 2022 – January 2023)**

This phase focussed on identifying preferences for how we should communicate with customers and through which channels. Customer insights on service levels, planned and unplanned outages, water pressure and wastewater overflows were also collected.

- **Phase 3: Customer insight for better business planning (February 2023 – July 2023)**

After identifying their long-term top priorities for water services in Phases 1 and 2, we asked customers in this phase to identify the level of service that is preferred for each of the customer priorities.

- **Phase 4: Service levels and investments for the future (May 2023 – December 2023)**

Using insights from phases 1 to 3, we explored preferences for how key priorities should be delivered. We also tested customer willingness to pay for the outcomes we will deliver over the next 10 years, to maintain customers’ preferred levels of service and address future challenges.

- **Phase 5: Customer recommended price proposal – Part 1 (August 2023 – February 2024)**

During this phase, we collaborated with customers to develop our next price proposal for 2025-2030 to IPART. In Phase 5, customers had an opportunity to shape and inform Sydney Water’s investment plan for the next 10 years.

- **Phase 6: Customer recommended price proposal – Part 2 (October 2023 – May 2024)**

During this phase, we will collaborate with customers to develop our next price proposal for 2025-2030 to IPART with a focus on how Sydney Water’s services are paid for, including the costs to deliver the investment plan for the next 10 years.

To date, Phases 1 to 3 of ‘Our Water, Our Voice’ have collectively engaged with 8,614 residential customers, 2,349 culturally and linguistically diverse (CALD) customers, 279 First Nations customers, 20 people living with a disability, 55 small to medium-sized businesses, and 66 stakeholders. This has occurred through 7 customer forums, 4 online surveys, 86 in-depth interviews and 44 focus groups across 13 months of engagement.

For more information on our customer engagement program, ‘Our Water, Our Voice’, please visit <https://www.sydneywater.com.au/about-us/our-organisation/our-water-our-voice.html>.

1.2 Structure of this submission

We have structured our submission to follow the order of issues in IPART’s Discussion Paper, as follows:

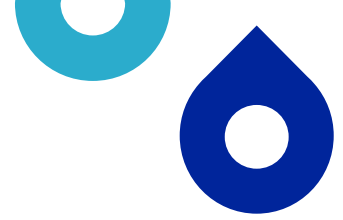
Section 2 covers water quality, system performance standards for service interruptions and asset management

Section 3 covers water conservation, efficiency and long-term planning

Section 4 covers climate risk readiness

Section 5 covers obligations to customers and consumers

Section 6 covers critical infrastructure security



Section 7 covers stakeholder cooperation and competition

Section 8 covers administrative clauses and additional performance monitoring and reporting issues noted by Sydney Water

Section 9 covers other issues not included in IPART’s Discussion Paper.

We have also included four appendices detailing our proposed wording changes to IPART’s Draft Operating Licence package, in support of this submission:

Appendix A – Our proposed Draft Operating Licence changes

Appendix B – Our proposed Draft Customer Contract changes

Appendix C – Our proposed Draft Customer Contract changes (with tracked changes)

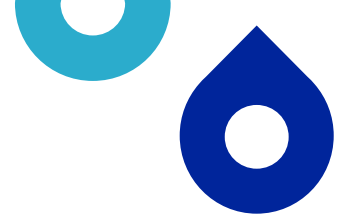
Appendix D – Our proposed Draft Reporting Manual changes

1.3 Summary of IPART’s draft recommendations and our response

We have outlined our positions in response to IPART’s 35 draft recommendations from the Discussion Paper in Table 1 below. Further detail is provided in the following sections of this submission.

Table 1 Summary of IPART’s draft recommendations and Sydney Water’s response

IPART’s Draft Recommendation	Sydney Water’s response
<p>1. Retain the current water quality standards in the operating licence, which require Sydney Water to maintain and implement water quality management systems consistent with:</p> <ul style="list-style-type: none"> - the Australian Drinking Water Guidelines and the Australian Guidelines for Water Recycling - any reasonable health-based requirements specified by NSW Health in writing. 	<p>We support retaining the current water quality standards and clarifying NSW Health’s role for specifying additional health-based requirements.</p>
<p>2. Remove the current operating licence conditions requiring Sydney Water to comply with the <i>NSW Code of Practice for Fluoridation of Public Water Supplies</i>.</p>	<p>We support removing the current fluoridation requirements to remove duplication with the Fluoridation regulation.</p> <p>Sydney Water will continue to fluoridate the water supply in accordance with the Fluoridation of Public Water Supplies Act and Code of Practice and provide information to NSW Health on our compliance. We manage fluoridation in our Drinking Water Management System, which is regulated in our operating licence under the water quality standards.</p>
<p>3. Retain the current system performance standards for water continuity, water pressure and dry weather wastewater overflows in the operating licence with no changes to the service levels specified by these system performance standards.</p>	<p>We support retention of performance standards for water continuity, water pressure and dry weather wastewater overflows with no change in performance levels from the previous Operating Licence.</p> <p>We do not support changing the definition of an unplanned water interruption from the current 2 days’ notice, as set out in our current <i>Customer Contract</i>, to 7 days’ prior notice in writing. This change has a number of operational implications. It also has not been subject to an informed cost-benefit analysis and is likely to undermine rather than enhance customer value.</p>
<p>4. Remove the optimal level and tolerance band in the current operating licence for the water continuity standard.</p>	<p>We support the removal of the optimal level and tolerance band.</p>
<p>5. Increase the rebates that Sydney Water provides to customers for service interruptions in line with inflation.</p>	<p>We support increasing current rebates to our customers for service interruptions, in line with inflation.</p>



6. Retain the current operating licence conditions requiring Sydney Water to maintain and implement an asset management system consistent with Australian Standard AS ISO 55001:2014 (or another standard approved by IPART in writing).

We **support** retaining the requirement to maintain and implement an asset management system consistent with Australian Standard AS ISO 55001:2014, or another standard approved by IPART in writing.

7. Include new operating licence conditions requiring Sydney Water to:
- maintain and implement its 5-year water conservation plan
 - review and update the plan annually
 - submit a copy of the updated plan to DPE and IPART and publish it on Sydney Water's website by 30 November every year
 - engage in water strategy planning consistent with Greater Sydney Water Strategy
 - cooperate with Water NSW to review the Greater Sydney drought response plan
 - engage in ongoing water supply augmentation planning for Greater Sydney
 - maintain a Long-Term Capital and Operational Plan.

We **support** maintaining and implementing a 5-year Water Conservation Plan (WCP), considering the current economic method and demonstrating how Sydney Water contributes to the water conservation goals set out in the Greater Sydney Water Strategy (GSWS). We note the risk of overcomplexity in reporting and compliance auditing if 'consistency' is the required standard as opposed to a clause that requires 'consideration' of the NSW Water Efficiency Framework.

We **support** the requirement for an annual review and update of the WCP which is aligned to our approach of an adaptive plan.

We **support** the requirement to submit an updated WCP and a summary report on the outcomes of the review to IPART and the DCCEEW.

We **support** the need to keep the public informed of our plan for water conservation and what services they can access. However, there is a risk of duplicative public reporting with existing GSWS monitoring, evaluation, and reporting activities.

We **support in-principle** a new licence clause on the Greater Sydney Drought Response Plan, if it does not compromise the intent of the plan or overcomplicate the process of reviewing/updating the plan.

We **support in-principle** a new licence clause to engage in water supply augmentation planning for Greater Sydney, but propose some amendments to allow for flexibility in the event that another agreement superseding the MoU, remove references to a 'strategic business case' and remove the requirement for Sydney Water to obtain board approval for water supply augmentation options that may have implications for Water NSW.

We **support in-principle** a new licence clause to maintain a Long-Term Capital and Operational Plan, but consider that IPART's proposed requirements could be improved to ensure there is a focus on outcomes rather than prescription, further clarify our obligations and better reflect current business practice.

8. Retain an economic approach to water conservation consistent with the NSW Government's Water Efficiency Framework which allows Sydney Water to also consider other social and environmental factors in identifying and deciding on water conservation programs and projects to implement.

We **support** retaining an economic approach to water conservation, with consideration of other factors that may not be captured by the calculation in the annual update of the water conservation plan. This will enable us to continue to deliver water savings through efficient and effective activities that our customer want.

9. Retain operating licence conditions requiring Sydney Water to publish its current economic method as well as a plain English summary of the method.

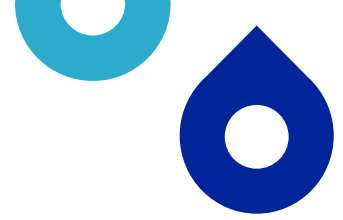
We **support** this and have published a plain English summary of the method.

10. Include operating licence conditions requiring Sydney Water to update the economic level of water conservation using the current economic method but removing current requirements for Sydney Water to publish the economic level of water conservation on its website.

We **support** removing the requirement to publish this on our website to reduce administrative effort given the limited public interest in this information.

11. Retain operating licence conditions requiring Sydney Water to review and update its economic method and include a new condition requiring Sydney Water to seek the

We **support** IPART's proposed changes and consider it will provide increased flexibility for Sydney Water to proactively propose changes to the Current Economic Method.



Minister's approval if it seeks to initiate changes to the current economic method.

12. Include a new operating licence condition requiring Sydney Water to comply with the Decision Framework when submitting production requests to the Sydney Desalination Plant.

We **support** IPART's recommendation to accept our proposed requirement to make production requests consistent with the Sydney Desalination Plant (SDP) Decision Framework.

13. Include a new operating licence condition requiring Sydney Water to:

- engage in an ongoing climate risk assessment and management process that is consistent with the NSW Government's Climate Risk Ready Guide
- achieve a climate-risk maturity level of 'embedded', as defined in the Guide, by 30 June 2027 or another date nominated by Sydney Water and approved by IPART in writing and make reasonable progress to achieving a climate-risk maturity level of 'advanced' by 30 June 2028, or another date nominated by Sydney Water and approved by IPART in writing.

We **support in-principle** IPART's proposed changes, noting that:

- More work needs to be done to understand the cost and feasibility of reaching the advanced rating in this Licence period.
- We seek clarity on what IPART considers 'reasonable progress' to achieve an advanced maturity means.
- We note that the NSW Government risk maturity tool is largely framed a self-assessment exercise. We seek clarity on what level of external assurance may be required in order to achieve compliance with the licence requirement.

14. Include a new operating licence condition for Sydney Water to publish annual climate-related disclosures consistent with the IFRS S2 climate-related disclosures standard, or an Australian equivalent, from FY2025-26 onwards, if not already required by other legislation.

We **do not support** this new condition as it is addressed by other regulatory obligations.

15. Retain the current operating licence conditions requiring Sydney Water to maintain and fully implement payment assistance options for its customers and consumers.

We **support** retaining the current licence conditions for maintaining and implementing payment assistance options for our customers and consumers.

16. Retain the current operating licence conditions requiring Sydney Water to publish information about the payment assistance options available to its customers and consumers.

We **support** retaining the current licence requirements for publishing information about payment assistance options available to customers and consumers but propose a minor amendment to allow for the communication in the next billing cycle after the 10-day business period.

17. Define 'family violence' in the operating licence to align with the definition in the *Family Act 1975 (Cth)*.

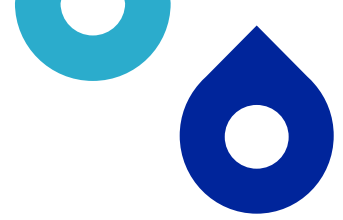
We **support** including the 'family violence' definition per the *Family Law Act 1975 (Cth)* in our Operating Licence.

18. Retain the current operating licence conditions requiring Sydney Water to have a family violence policy and to implement it and include new operating licence conditions to publish information about the family violence policy.

We **support** retaining the current licence requirements for a family violence policy, with the minor wording update to require us to 'maintain and implement' the policy.

19. Retain the current operating licence conditions requiring Sydney Water to maintain, implement and publish information about its internal complaints handling procedure but update the current condition to require this procedure to be consistent with *AS 10002:2022 – Guidelines for complaint management in organizations* (and not the 2014 version in the current operating licence).

We **support** retaining the current licence requirements for internal complaints handling, with updated wording to require the procedure to be consistent with *AS 10002:2022 – Guidelines for complaint management in organizations*; however request an implementation period to allow for required assessments to align with new standard.



20. Retain the current operating licence conditions requiring Sydney Water to be a member of the Energy and Water Ombudsman NSW (EWON) and publish information about EWON's services and how to contact EWON.

We **support** being a member of an external dispute resolution scheme, but **do not support** the current operating licence conditions prescribing Sydney Water to be a member of the Energy and Water Ombudsman NSW (EWON), without the flexibility to be a member of other alternative external dispute resolution schemes.

We consider that the licence condition should be amended to allow us greater flexibility in the choice of mechanisms, with IPART's approval, to ensure best value providers are considered, if available.

21. Retain the current operating licence conditions for Sydney Water to make its customer contract publicly available on its website and on request through its customer centre.

We **support** retaining the current licence requirements for the customer contract to be made available on our website and on request from our contact centre.

22. Include new operating licence conditions for Sydney Water to make the customer contract available to customers from the date any variations to the Contract take effect.

We **support** a requirement to make available a varied version of the Customer Contract from the date the variation takes effect. We note that notifying customers in writing that a variation has been made is likely to occur weeks or months after the varied Contract has been made publicly available.

23. Retain the current operating licence conditions that extend protections under the customer contract to consumers but include a new condition requiring Sydney Water to produce a separate explanatory document specifically for consumers which sets out their rights.

We **support** retaining requirements that extend certain protections to consumers, but do not support the creation of a separate document for consumers.

We consider consumers, particularly tenants, as an important part of our customer base. For this reason, we have a designated page on our website for tenants.

24. Retain the current operating licence conditions for Sydney Water to publish up-to-date information about the protections under the customer contract available to both customers and consumers on its website

We **support** retaining the current licence requirements, but propose a minor amendment to allow for the communication in the next billing cycle after the 10-day business period.

25. Retain the current operating licence conditions requiring Sydney Water to maintain and consult with its customer council (known as the Customer and Community Reference Group) and removing prescription in the current operating licence about how Sydney Water is to use this Customer and Community Reference Group.

We **support** retaining the current licence requirements for Sydney Water to maintain and regularly consult with its Customer Council, and removing prescription where relevant.

Sydney Water and the Customer and Community Reference Group (CCRG) jointly developed a charter to establish the purpose and function of the CCRG and the roles and responsibilities of each party.

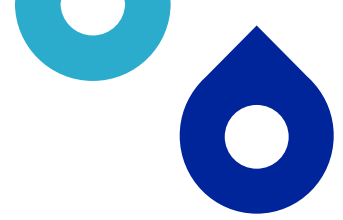
26. Retain the current operating licence conditions requiring Sydney Water to engage its customers to understand customer preferences about service levels provided by Sydney Water and to better inform Sydney Water's systems and processes and IPART reviews of the operating licence and price determination.

We **support** retaining the current licence requirements for Sydney Water to engage its customers to understand customer preferences about service levels provided by Sydney Water. We also support IPART's clarification that customer engagement is also intended to inform IPART reviews of the operating licence and price determination.

27. Retain the following operating licence conditions, until 18 August 2024, requiring Sydney Water to:

- maintain and implement a cyber security management system
- a critical infrastructure compliance manager responsible for implementing the cyber security management system
- security clearances for select employees participating in classified discussions with government agencies.

We **support** retaining the current licence requirements regarding our critical infrastructure security obligations, and thereafter retiring those requirements when section 8(4) of the Security of Critical Infrastructure (Critical infrastructure risk management program) Rules (LIN23/006) 2023 (Cth) (CIRMP Rules) comes into operation on 18 August 2024 or another date approved by IPART in writing.



28. Include operating licence conditions requiring Sydney Water to:

- maintain memoranda of understanding (MoU) with the Water Administration Ministerial Corporation (WAMC), NSW Health and the Environment Protection Authority (EPA)
- use its best endeavours to comply with its MoUs with WAMC, NSW Health, and the EPA.

While we consider that a requirement to comply is generally inconsistent with the purposes of an MoU, which is to form the basis for a cooperative relationship between the parties, we recognise that IPART has balanced this with additional 'best endeavours' wording.

We understand IPART's reasoning and **accept** IPART's draft recommendations. We continue to note the complexity of WAMC functions which now sit with DCCEEW, NRAR and WaterNSW.

29. Include operating licence conditions regulating Sydney Water's relationship with Fire and Rescue NSW (FRNSW), requiring Sydney Water to:

- use its best endeavours to maintain a MoU with FRNSW
- comply with its MoU with FRNSW
- provide water pressure, flow rate and other information about all fire hydrants in its water supply network to FRNSW within specified timeframes.

We remain dedicated to maintaining a MoU with FRNSW and **support** licence conditions to do so.

We further support the introduction of specified dates for the provision of information, however we have proposed some changes to the percentile targets to account for initial planning, funding and training involved our hydraulic modelling rebuild program and sought further clarification for some obligations.

30. Retain the current operating licence conditions for Sydney Water to engage with and provide information to its competitors, including requirements for Sydney Water to:

- engage with licensees under the *Water Industry Competition Act 2006* (NSW) (WIC Act) and potential competitors in good faith
- publish the servicing information about its water and wastewater systems specified in the operating licence, unless already provided in Developer Service Plans
- use its best endeavours to establish a code of conduct with WIC Act licensees if sought by the WIC Act licensee in writing.

We **support** retaining all our current licence requirements regarding engaging with and providing information to our competitors, including licensees under the WIC Act.

We consider that the definition(s) of services within the licence are broad enough to encompass the range of services that may be sought from us by actual or potential competitors.

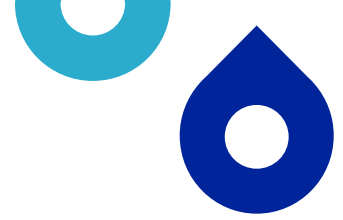
31. Remove the current operating licence condition which assumes Sydney Water has entered into a code of conduct with a WIC Act licensee where it applies to an industry code established by the Minister, under the WIC Regulation.

We **support** removing this current licence condition and consider it will better reflect the draft Water Industry Competition (General) Regulation 2022 (NSW), which removes any reference to an industry-wide Code of Conduct. We support a requirement to enter a Code of Conduct with a WIC licensee if requested by the licensee in writing.

32. Include objectives in the operating licence that:

- are linked to Sydney Water's principal functions under the Act
- provide clarity about Sydney Water's objective to supply or provide services in a way that does not prevent or hinder competition
- reflect the social, economic and environmental objectives outlined in section 8 of the *State Owned Corporations Act 1989* (NSW)
- promote the sustainable supply of services with the long-term interests of the community in mind
- encourage Sydney Water to conduct its activities in a manner that considers the

We **support** the inclusion of these objectives in the operating licence.



impacts of climate change and equity within and between generations in its activities.

33. Prescribe a 4-year operating licence term.

We **support** a 4-year term for this new Operating Licence.

For future licences thereafter, we support reverting to a standard term of five years. This will provide better sequencing of licence and price reviews, separated by two years, from 2027-28 onwards (assuming that both reviews adopt a five-year period in future).

34. Retain the current operating licence condition requiring Sydney Water to set prices consistent with any relevant price determinations and include clarification that Sydney Water's prices can be below the set price.

We consider that IPART's proposed changes to specify that Sydney Water's prices for its services do not exceed those specified in the price determinations duplicate the *Independent Pricing and Regulatory Tribunal Act 1992* (NSW).


We **support** IPART's clarification that we may charge less than the maximum price in line with concessions provided for by the Customer Contract.

35. Retain the current operating licence conditions imposing requirements or making clarifications about the following matters, with no material changes:

We **support** retaining many of these current operating licence conditions.

In particular, we welcome IPART's proposed licence authorisation and expanded definition of stormwater drainage systems, which will help facilitate Sydney Water's expanded stormwater management role in Western Sydney.

- requirements for Sydney Water to make copies of the operating licence publicly available
- requirements for Sydney Water to provide services to customers, where there is a connection available
- Sydney Water's responsibilities with regards to performance (compliance audits) and monitoring
- authorisations to Sydney Water under the operating licence
- amendments to the operating licence
- non-exclusivity of the operating licence
- end of term review of the operating licence
- notices or communication to specified stakeholders required by the operating licence.



2. Water quality, system performance standards and asset management

2.1 Water quality standards

IPART has recommended to retain our current water quality clauses in the operating licence, with some minor structural changes to move the requirements for drinking water and recycled water quality management into one clause for readability.

We support maintaining and implementing water quality management systems consistent with the Australian Drinking Water Guidelines (ADWG) and the Australian Guidelines for Water Recycling (AGWR). We are also supportive of IPART's proposed simplification to our current licence clauses, but request that separate compliance gradings continue to be given for the drinking water and recycled water sub-clauses in future Operational Audits, in IPART's proposed clauses 14(1)(a) and 14 (2)(a), and 14(1)(b) and 14(2)(b) respectively.

2.2 Clarifying NSW Health's role in the operating licence

We support the inclusion of reasonable health-based requirements in writing from NSW Health for our drinking and recycled water quality management, per IPART's proposed clauses 14(3)(b) and 14(4)(b).

2.3 Fluoridation

We support the removal of the current specific operating licence condition requiring Sydney Water to comply with the *NSW Code of Practice for Fluoridation of Public Water Supplies* (Fluoridation Code). As noted in our response to IPART's Issues Paper⁶ and by IPART in its Discussion Paper,⁷ we believe current clause is duplicative and that the Instruments of Approval, issued by NSW Health under section 6 of the *Fluoridation of Public Water Supplies Act* (1957) include a requirement to comply with the Act and therefore the Regulation and the Code.

Compliance with the fluoridation Regulation can be audited under the Drinking Water Quality Management System clause currently in our Operating Licence. Removal of the specific fluoridation clause in the Licence will remove duplicative regulation with no change in current practice.

Sydney Water will continue to comply with the Fluoridation Code of Practice, which includes auditing against the Code, utilising an external auditor. We will continue to provide these audit reports to NSW Health as assurance of our compliance.

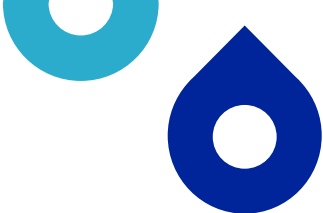
We note that in Hunter Water's current Operating Licence, there is no separate operating licence condition requiring compliance with the Fluoridation Code of Practice.

2.4 Reporting requirements for water quality management

We support IPART's proposal to retain most of the current water quality reporting requirements outlined in the Reporting Manual, but to remove requirements for fluoridation monitoring.

⁶ Sydney Water 2023, *Sydney Water Response to IPART's Issues Paper*, September, https://www.ipart.nsw.gov.au/sites/default/files/cm9_documents/Sydney-Water-Operating-Licence-Review-2023-24-Response-to-IPART-Issues-Paper-September-2023.PDF.

⁷ IPART 2023, *Sydney Water Operating Licence Review 2023-24 Discussion Paper*, December, https://www.ipart.nsw.gov.au/sites/default/files/cm9_documents/Discussion-Paper-Sydney-Water-Operating-Licence-Review-December-2023.PDF, pp. 20-21.



We consider that IPART's proposed reporting requirements are appropriate and sufficient, for the purposes of ensuring transparency and accountability to our regulators and our customers. As the fluoridation monitoring requirements are already required by the Fluoridation Code, it is appropriate to remove these from the Operating Licence. This will result in no change to reporting on fluoridation.

2.5 System performance standards for service interruptions

2.5.1 Water continuity

2.5.1.1 Retaining the current standard and service level

IPART has recommended retaining the current system performance standard for water continuity, with no change to the service level specified. This means that for the upcoming licence period, we will be required to ensure that, in each financial year, at least 9,800 out of 10,000 properties receive a drinking water supply service unaffected by an unplanned water interruption, as set out in our current operating licence.

We welcome and support IPART's draft recommendation to retain our current water continuity standard and service level. We engaged with our customers on the water continuity standard and preferences for service levels during the 'Our Water, Our Voice' customer engagement program. We found that customers were generally satisfied with the current service they receive in relation to water continuity, with a majority of respondents indicating that the current water continuity standard was 'about right' in Phase 2 of the program. This was confirmed in Phase 4, where we further found that customer willingness-to-pay (WTP) for an improved level of water continuity was relatively low, and customers would have to experience a relatively large reduction in their water bills in order to accept a reduction in the level of service. Retaining the current standard and service level is therefore consistent with the feedback we have received from our customers to date.

We further agree with IPART that a comprehensive cost-benefit analysis was undertaken in the 2019 end-of-term review of our Operating Licence to set the water continuity standard and service level specified in our current licence.

While IPART has recommended that the current standard and service level remain unchanged for the forthcoming licence period, we note that our performance has been subject to a complex range of factors in recent years, including a small number of events that affected a large number of properties. Water continuity is strongly impacted by extreme dry and extreme wet conditions (eg, breaks due to soil movement when soil is oversaturated). With climate change, the frequency and severity of extreme events, like droughts, bushfires and floods, will only increase. As noted in our response to IPART's Issues Paper,⁸ we aim to use the next Operating Licence period to assess the impacts of the various factors that can affect our networks, including current and future climate, and whether there are alternative metrics for measuring our performance.

2.5.1.2 Expressing the standard in percentage of unaffected properties


We support IPART's draft recommendation to express the standard in percentage of properties unaffected by an unplanned water interruption and consider it will make the standard easier for customers to understand.

2.5.1.3 Changes to the definition of planned and unplanned water interruptions with reference to one week's written notice

We do not support IPART's proposed change in the definition of an 'unplanned water interruption' to specify that an interruption is considered to have occurred when residential customers have not received 'at least one week's written notice prior to the event'. Equally, we do not support the implication of IPART's proposed change that a 'planned water interruption' occurs when there is an interruption, but residential customers have received 'at least one week's written notice prior to the event'.

We firstly wish to clarify that our current Operating Licence already specifies a time period for the notice required for a planned interruption and by extension, an unplanned interruption. Clause 3.4.3 of our current *Customer Contract* states that we are required

⁸ Sydney Water 2023, *Sydney Water Response to IPART's Issues Paper*, September, https://www.ipart.nsw.gov.au/sites/default/files/cm9_documents/Sydney-Water-Operating-Licence-Review-2023-24-Response-to-IPART-Issues-Paper-September-2023.PDF.



to inform our customers of the time and duration of any planned interruption, 'at least two days in advance' if they are a residential customer, and 'seven days in advance' if they are a non-residential customer, unless another period is agreed. By extension, an unplanned interruption under our current licence therefore occurs when less than 2 days' notice is provided to our residential customers. We note that IPART's draft *Customer Contract* continues to include this requirement in clause 4.2(2).

We understand that IPART has proposed to shift from a period of 2 days to 7 days' notice for all customers based on the results of Phase 2 of the 'Our Water, Our Voice' customer engagement program. However, our engagement with customers in Phase 2 only sought to capture a general understanding of customer preferences for various aspects of our performance, including preferences for our interactions with customers when service is interrupted. We did not explore specific proposals for changing service standards such as notice periods, and therefore consider there is insufficient evidence to support a change in the definition of planned vs unplanned interruptions via a change to the minimum notice period.

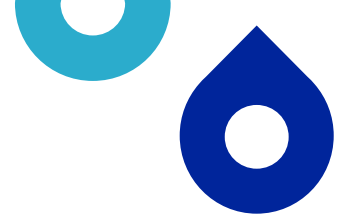
In Phase 2, we explored customer expectations of service levels across our system performance standards, and more generally in our communication and customer service. For water continuity, we provided all customers with a definition for unplanned interruptions as interruptions where notice is provided less than 48 hours before the event, per our current Operating Licence and Customer Contract. We then asked a series of open-ended questions about both planned and unplanned interruptions, covering areas of likely interest such as the frequency and duration of outages, the availability of accurate and timely information about outages, and the speed and effectiveness of Sydney Water's response when restoring water services.

In particular, we asked about:

- **Customer expectations for notice around 'planned interruptions':**⁹ Customers were provided the question "How far in advance do you expect Sydney Water to first let you know about any planned water outages that will affect you?". While most customers indicated that they needed to know between 1 and 4 weeks in advance during our deliberative forums and interviews, these customers also expressed a preference for a reminder a couple of days prior to the outage. During our quantitative online validation survey, respondents also indicated a similar preference, however this was subject to an explicit caveat in the question that they could 'assume' that they would also receive 'reminders closer to the date'.
- **Customers preferred channels of notice for 'planned interruptions':** The primary channels through which customers wanted to be notified were email and SMS, followed by a reminder (SMS being the preferred channel) within 24-48 hours of the works beginning. During the validation survey, more than two thirds of respondents indicated that they would like to receive notice via email (69%) or SMS (68%). Around one third (33%) wanted to receive notification in the mail.
- **Customer preferences for reminders closer to date of 'planned interruptions':** Customers, who indicated a preferred channel for notice of 'planned interruptions' above, were additionally asked whether they would "also like to receive a reminder closer to the planned water outage". The validation survey showed that most people (89%) would like to receive a reminder notice within a few days of the planned water outage. This varied little by demographic.
- **Customer satisfaction with current standard:** Customers also indicated that they were relatively satisfied with the current service they receive in relation to water continuity, with 60% of respondents indicating that the current water continuity standard was 'about right'.

Taking these findings together, we considered that at the time, there was overall customer satisfaction with the current standard and that customer preference for 'reminders closer to the date' through quick and instantaneous forms of communication remained consistent with our current licence requirements to provide notice 'at least two days in advance' for residential customers and 'seven days in advance' for non-residential customers. As such, we did not explore the issue any further in later phases of the 'Our Water, Our Voice' program. In particular, we did not undertake any further work to understand the impacts and costs of changing notice from 2 days to 7 days (or, indeed, any other length of time) to present to residential customers, nor did we seek to provide customers with a more detailed proposal for change to determine customer WTP for such as a change in Phase 4 of the program. Without an estimate of the costs of changing notice from 2 days to 7 days for residential customers or a customer valuation of the

⁹ We described 'planned interruptions' as 'planned water outages' to customers in the 'Our Water, Our Voice' program, as this was language that was more familiar to customers and easier to understand.



benefits of the change, we consider that it would be more prudent to retain the current definition of an 'unplanned water interruption' as occurring when there is less than 2 days' notice is provided to our residential customers.

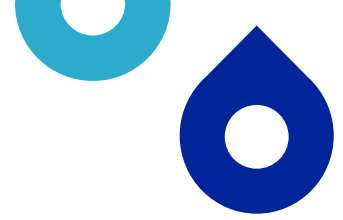
We note that 2 days' notice is also in line with Hunter Water's current *Customer Contract*, which states 'we will provide you with 2 days' notice if you are a residential customer and 7 days' notice if you are a non-residential customer (or such other times as agreed with you) of a planned interruption'.¹⁰ More broadly, it is also consistent with the Victorian Water Code's notice period for 'urban' customers.¹¹

Practically speaking, moving from 2 days' notice to 7 days' notice also carries a number of operational implications for our business and customers. These impacts include:

- 1. Greater delays in planned works for our customers and developers:** In new growth areas, we are often required to conduct planned work in order to connect new customers or new mains for developers. The proposed 7 day notice period will result in longer waiting periods for customers and developer works in new growth areas, especially if the planned work has to be rescheduled due to changes in long-range weather forecast and emergency work requirements. The current 2 day notice period allows us to be more agile and responsive to our customers. This could be particularly important to our developer customers, as they expressed that timing was a key priority for Sydney Water providing guidance about new development serviceability during Phase 2 of the 'Our Water, Our Voice' program. This is discussed in more detail in the breakout box below.
- 2. Properties affected by unplanned water interruptions:** In some circumstances, we may not be able to provide 7 days' notice due to external deadlines for major projects delivered by other agencies. This may result in additional properties being captured as an unplanned water interruption under the proposed 7-day notice period. We have conducted a preliminary analysis of data from the past 10 years to better understand the magnitude of this impact. Our results indicate that the proposed change from 2 days' notice to 7 days' notice would:
 - Affect an average of 3% of non-reactive work, which would need to be reclassified from planned to unplanned work based on the notice period provided. Therefore the number of events would increase by around 30 per year. That is, work which in effect is classified as 'planned' to deal with an unexpected issue to be fixed within less than 7 days, would be re-classified as 'unplanned', even if customers are notified.
 - Increase the number of affected properties due to this reclassification by a minimum of 2,500 per year, which is about a 6% rise in the annual numbers of affected properties. This estimate is based on single dwelling property lots only and not strata/townhouses, which if included, would likely increase the number of affected properties.. In order to apply the proposed increase in the notification period, we consider the performance standard would also need to be changed to be equivalent to the current standard.
 - Result in an increase to annual rebates paid to our customers each year of at least an extra \$100,000 based on the estimated increase in the affected property count.
- 3. Leakage:** IPART's proposed 7 day notice period may also impact leakage. A longer notice period could result in repairs for lower priority leaks being deferred until the 7 day notice period is served, increasing the volume of water lost to leaks. Some of these repairs would have ordinarily been completed faster under current licence requirements of a 2 day notice period. This may result in up to a 250% increase in water loss for these lower priority leaks, as the leak may run for a further 5 days compared to the current notice period.

¹⁰ See Hunter Water 2022, *Hunter Water Customer Contract 2022-2027*, <https://www.hunterwater.com.au/documents/assets/src/uploads/documents/Legislation-and-Governance/Customer-Contract.pdf>, cl 4.2(3).

¹¹ See [Water Industry Standards review | Essential Services Commission](#), p. 46, which states that a 'planned interruption means an interruption for which the water business has provided the required notification to the customer of at least two business days in advance.'



Fundamentally, this would also necessitate a change in Sydney Water's processes, logistics and resourcing, requiring additional operating expenditure which would in turn impact customer bills.

Given that we have not had the opportunity to fully review the costs associated with this change and the flow-on impacts and costs have not been assessed by customers, we propose to retain the current definition of a planned and unplanned water interruption in our current *Customer Contract*, which requires 2 days' notice for residential customers and 7 days' notice for non-residential customers.

Insights from 'Our Water, Our Voice' – New Development Serviceability

During Phase 2 of the 'Our Water, Our Voice' program, we engaged with various stakeholder groups, including Major Developers, to better understand their expectations and preferences around new development serviceability.

Often Sydney Water provides guidance around when new development areas are likely to be serviceable, or when they will have access to water and wastewater services. For Major Developers, it was important that Sydney Water stick to the estimated timeframes provided.

The impact to their business was commercial and reputational, with the knock-on effect to residential consumers.

The main challenge for Major Developers is the length of time for approvals to be processed by Sydney Water, while some bemoaned a lack of willingness to listen to alternative ways of doing things. Major Developers expressed that they often run into an unexpected or additional approval requirements and said understanding our technical requirements presents challenges. On one 800 lot land subdivision, Sydney Water changed several requirements and were slow to provide approvals. Frustration was palpable about not having timeframes that could be relied upon, to be able to deliver the project. The impact of this was very material for one Major Developer where multi-million-dollar projects were being held up and creditors were being stretched beyond their capacity.

2.5.1.4 Other changes to the definition of planned and unplanned water interruptions

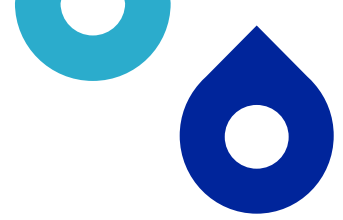
IPART has also proposed to make additional changes to the definition of an 'unplanned water interruption' and by extension, a 'planned water interruption'. In particular, IPART has proposed to remove the reference to a 'normal' supply of drinking water due to its subjectivity, to be replaced with a new definition specifying that the interruption occurs at the point of 'the first cold water tap of the Property' and when it takes 'more than 5 continuous hours for supply of Drinking Water (with at least 5 metres head of pressure) to be restored to the Property'.

While we support IPART's proposed removal of the reference to a 'normal' supply of drinking water and additional wording of 'the first cold water tap' in the definition for an 'unplanned water interruption', we suggest that the reference to 'at least 5 metres head of pressure' is too prescriptive and may add to the cost of compliance reporting.

Water pressure varies widely across our network and is regulated by a different standard and service level. The water pressure standard also excludes periods where pressure is low due to operational issues such as main breaks, provided the issue has been remedied within four days of its commencement. We believe that specifying a water pressure, such as 5 metres of head, in the definitions of planned and unplanned water interruptions for the purposes of interpreting the water continuity standard is not useful and will be confusing to customers.

In reporting compliance against the current water continuity standard, we 'close' an interruption when repairs have been completed and water is allowed to flow through the repaired main. While it may take some time for conditions to normalise across the local network, particularly in relation to water pressure, customers will begin to see their service restored from that point in time.

We anticipate that including a minimum pressure threshold in the definition of an interruption would require us to demonstrate that this minimum level of pressure has been achieved before we close an interruption. In turn, this would be subject to review and testing as part of the Annual Operational Audit. However, Sydney Water is unable to directly measure water pressures at individual properties. Instead, we rely on water pressure monitoring equipment and calibrated computer models of our water networks to assess how water pressure varies under different conditions. We do not have sufficient resources to run water network model simulations for each service interruption as part of our compliance reporting, and do not consider that running such simulations would reveal any useful additional information about our level of performance compared to the definitions used in the current licence.



In addition, while the models provide a good indication of the distribution of water pressure across a network, they may not reflect real-time conditions at specific properties. This is particularly likely for properties where the first cold water tap is relatively remote from the water meter and/or the point of connection to our system. The introduction of a pressure threshold introduces additional uncertainty regarding the actual number of properties affected by service interruptions.

Sydney Water considers that the costs of implementing a change in the definition of an interruption do not exceed the benefits, and therefore proposes that the reference to 'at least 5 metres head of pressure' not be added to the definitions of planned and unplanned water interruptions in the Water Continuity Standard as proposed by IPART.

2.5.1.5 Removing the optimal level of performance and the design threshold

We support IPART's draft recommendation to remove the requirement to have a Water Continuity Optimal Level and Water Continuity Tolerance Band in the Operating Licence. We consider that this will help make our system performance standards easier and clearer for our customers to understand, without impacting the standard or service level we provide to our customers.

We further agree with IPART that the role of the operating licence should be to set minimum standards to protect customers and that setting optimal and design thresholds in the operating licence are not necessary. Any performance above those standards should be informed by customer preferences and occur through the price review. This approach allows trade-offs between service levels and prices and the impact of other cost drivers on customer bills, such as changes in environmental standards, or the need for future supply augmentation, to be considered simultaneously.

2.5.1.6 Rebates for water supply interruptions

We support IPART's draft recommendation to adopt our proposal for the Customer Contract to maintain our current rebate structure and increase rebates for water supply interruptions in line with CPI, as outlined in our response to IPART's Issues Paper.¹²

2.5.2 Water pressure

2.5.2.1 Retaining the current standard and service level

We support IPART's draft recommendation to retain the current system performance standard for water pressure, with no change to the service level specified. This means that for the upcoming licence period, we will be required to ensure that at least 9,999 out of 10,000 properties receive a drinking water supply service affected by less than 12 water pressure failures, in a financial year, as set out in our current licence.

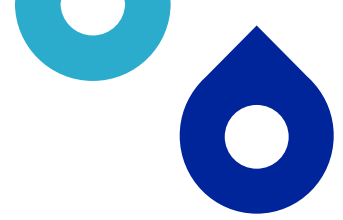
We believe that retaining the current standard and service level is consistent with the general feedback we have received from our customers to date. We engaged with our customers on the water pressure standard and preferences for service levels during the 'Our Water, Our Voice' customer engagement program. We found that customers were generally satisfied with the current service they receive in relation to water pressure, with a majority of respondents expressing satisfaction with their water pressure and limited or no experience with water pressure issues in Phase 2 of the program. When customers were also presented with Sydney Water's current water pressure standard and service level, most customers stated that the service level exceeded their expectations. Almost two thirds (61%) thought the standard and service level was between acceptable and excellent.

We further agree with IPART that a comprehensive cost-benefit analysis was already undertaken in the 2019 end-of-term review of our Operating Licence to set the water pressure standard and service level specified in our current licence.

2.5.2.2 Expressing the standard in percentage of unaffected properties

We support IPART's draft recommendation to express the standard in percentage of properties unaffected by water pressure failure and consider it will make the standard easier for customers to understand.

¹² Sydney Water 2023, *Sydney Water Response to IPART's Issues Paper*, September, https://www.ipart.nsw.gov.au/sites/default/files/cm9_documents/Sydney-Water-Operating-Licence-Review-2023-24-Response-to-IPART-Issues-Paper-September-2023.PDF, p. 73.



2.5.2.3 Changes to the definition of a 'water pressure failure'

We support IPART's proposed change to clarify that a property will not be counted as experiencing a water pressure failure where it occurred due to a planned or unplanned water interruption.

2.5.2.4 Changes regarding property clusters

We support IPART's changes to simplify the current licence clause defining the circumstances in which a property in, or in the vicinity, of a 'property cluster' is not to be counted towards the water pressure standard.

We further support IPART's removal of the licence clauses requiring Sydney Water to review business processes and take steps to minimise recurring water pressure failures for low pressure property clusters by 31 October 2022, as we have already completed these requirements.

2.5.2.5 Rebates for low water pressure

We also support IPART's draft recommendation to adopt our proposal for the Customer Contract to maintain our current rebate structure and increase the rebate for low water pressure in line with CPI, as outlined in our response to IPART's Issues Paper.¹³

2.5.3 Dry weather wastewater overflows

2.5.3.1 Retaining the current standard and service level

We support IPART's draft recommendation to retain the current system performance standards for single and multiple dry weather wastewater overflows, with no changes to the service levels specified. This means that for the upcoming licence period, we would be required to ensure that, in each financial year:

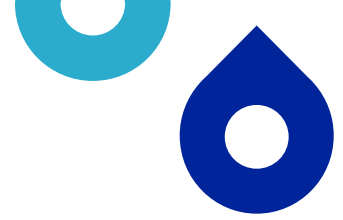
- at least 9,928 private properties (receiving wastewater services from Sydney Water) out of every 10,000 receive a service unaffected by an uncontrolled wastewater overflow, and
- at least 9,999 private properties (receiving wastewater services from Sydney Water) out of every 10,000 receive a service affected by fewer than three Uncontrolled Wastewater Overflows,

as set out in our current licence.

We believe that retaining the current standard and service level is consistent with the general feedback we have received from our customers to date. We engaged with our customers on the dry weather wastewater overflows to properties standard and preferences for service levels during the 'Our Water, Our Voice' customer engagement program. We found that customers were generally satisfied with the current service they receive in relation to dry weather wastewater overflows to property, with very few customers having had actual experience with a wastewater overflow. When customers were asked to indicate an acceptable number of properties experiencing one wastewater incident per year out of every 1000, 56% selected a number roughly within the current standard of 1-10 households, while 29% of respondents deemed it acceptable for 10% of properties to experience a wastewater overflow each year. For most customers, Sydney Water's current wastewater overflow standards exceeded their expectations. This was consistent with Phase 4 feedback, where we further found that there was a relatively high customer willingness-to-pay almost \$40 per year to reduce the risk of experiencing an uncontrolled overflow of wastewater on their property.

We further agree with IPART that a comprehensive cost-benefit analysis was already undertaken in the 2019 end-of-term review of our Operating Licence to set the dry weather wastewater overflow standard and service level specified in our current licence. This analysis showed that significant changes in expenditure are needed in order to give assurance that performance will be improved, with the cost exceeding customer willingness-to-pay.

¹³ Sydney Water 2023, *Sydney Water Response to IPART's Issues Paper*, September, https://www.ipart.nsw.gov.au/sites/default/files/cm9_documents/Sydney-Water-Operating-Licence-Review-2023-24-Response-to-IPART-Issues-Paper-September-2023.PDF, p. 73.



2.5.3.2 Expressing the standard in percentage of unaffected properties

We support IPART's draft recommendation to express the standard in percentage of properties unaffected by single and multiple dry weather wastewater overflows and consider it will make the standard easier for customers to understand.

2.5.3.3 Rebates for low water pressure

We also support IPART's draft recommendation to adopt our proposal for the Customer Contract to maintain our current rebate structure and increase the rebates for single and multiple dry weather wastewater overflows in line with CPI, as outlined in our response to IPART's Issues Paper.¹⁴

2.5.4 Monitoring system to detect service interruptions

IPART has recommended to replace the current requirement to detect unplanned water supply interruptions using available information, with a broader requirement to maintain and implement a monitoring system that uses available information to proactively identify properties that may have experienced an unplanned water interruption, water pressure failure, or uncontrolled dry weather wastewater overflow. IPART further recommends that we be required to promptly investigate all potential incidents, whether notified by the community or as identified by the monitoring system, to determine whether a property has actually experienced an unplanned water interruption, water pressure failure, or uncontrolled dry weather wastewater overflow.

We understand that IPART has proposed this change to ensure that water pressure failures and uncontrolled wastewater overflows are captured within the existing monitoring requirement, in part based on an expectation that this reflects current business practice by Sydney Water.

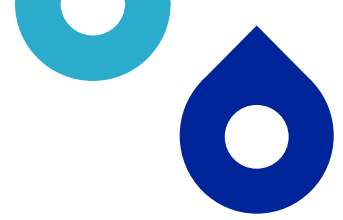
We will continue to use our current business systems already in place and the best available information to monitor for service interruptions and investigate incidents in meeting IPART's proposed requirements for the upcoming licence period:

- For water continuity, this includes the use of spatial tracing capabilities and network telemetry data from flow meters and pressure gauges, to determine properties affected by an unplanned interruption for regulatory reporting and customer rebate purposes. For breaks impacting a large number of properties, we may also additionally use hydraulic modelling.
- For water pressure, we expect to continue to use our telemetry data from flow meters and pressure gauges along with hydraulic models.
- For wastewater overflows, we plan to use our growing network of IoT sensors along with Sewer Pumping Station inflow data.

While we support IPART's proposed requirement in principle, we have some concerns that it may create unrealistic expectations among customers. For example, while we have computer models of both water and wastewater systems, they are typically simplified versions of the real world and may not accurately reflect what is happening at a particular property at a particular point-in-time. In addition, many events that lead to customer impacts are caused by factors beyond our control and which can occur at any time. Customer notification of service interruptions will therefore continue to be an important tool to assist us in identifying and responding to issues in our systems.

That said, we will continue to work towards having improved systems in place for monitoring water pressure failures and uncontrolled dry weather wastewater overflows into the future. We expect that this will likely require investing in technologically advanced and innovative solutions which will need significant funding, time and resourcing to set up. As a point of reference, the initial implementation of our Internet of Things (IoT) wastewater monitoring project has cost about \$30 million and taken approximately 4-5 years to set up.

¹⁴ Sydney Water 2023, *Sydney Water Response to IPART's Issues Paper*, September, https://www.ipart.nsw.gov.au/sites/default/files/cm9_documents/Sydney-Water-Operating-Licence-Review-2023-24-Response-to-IPART-Issues-Paper-September-2023.PDF, p. 73.



2.5.5 Interpretation

Sydney Water supports the new clause that states that IPART's interpretation or assessment of the System Performance Standards will prevail.

2.5.6 Reporting

IPART has proposed to retain the current reporting requirement for Sydney Water to prepare a report on its performance against the system performance standards in the operating licence, with a new requirement to publish the report publicly.

While we support retaining the current reporting requirement, we do not consider it necessary to publish the report publicly. We believe there may have been a misunderstanding regarding the benefits that Sydney Water had outlined in our response to IPART's Issues Paper. We wish to clarify our comments in our response to IPART's Issues Paper regarding that "there is great value to stakeholders in the analytical trending and commentary on performance standards contained in the current annual report", were intended to refer to internal 'stakeholders', and not external 'stakeholders'. The report is primarily used by our internal stakeholders to track performance and inform internal decision making. As such, we do not support sharing the report publicly. We have set out our proposed changes to this reporting manual requirement in more detail in Appendix D.

2.6 Asset management

IPART has recommended retaining the licence requirement for Sydney Water to maintain and fully implement an asset management system consistent with the Australian Standard AS ISO 55001:2014 *Asset Management – Management systems – Requirements (AS ISO 55001:2014)*, with updated wording to allow Sydney Water the flexibility to nominate an alternative standard approved by IPART in writing.

We support IPART's draft recommendation and remain committed to maintaining and implementing an Asset Management Framework that is consistent with the ISO standard ISO55001. IPART's proposed wording in the draft licence to allow for 'any other standard nominated by Sydney Water and approved by IPART in writing' will further provide us with flexibility to transition towards any updated standard in future and promote consistency across Sydney Water and Hunter Water Operating Licences.

We note that the Australian ISO Standard for Asset Management Systems is currently in the process of being updated. Once released, we would typically then have several years (usually 3 years) in which to transition to the potential additional requirements of the updated standard.

2.6.1 Reporting requirements for asset management


With respect to reporting requirements, IPART has proposed to replace the current requirement to prepare and submit a strategic asset management plan (SAMP) with a requirement to provide a 2-yearly state of the assets report that includes the following information (at minimum), or to provide the required information in another format:

- a description of each group of assets managed by Sydney Water,
- Sydney Water's assessment of the expected capability of the assets to deliver services and to meet the existing obligations under the Operating Licence, Customer Contract, and all applicable laws that Sydney water must comply with,
- Sydney Water's assessment of the major issues or constraints on current and future performance of its assets, and

the strategies and expected costs of future investment in assets.

IPART has outlined in its Discussion Paper that Sydney Water's non-compliances justify reinstating the reporting requirement for the state of the assets reports from Sydney Water on a 2-yearly cycle.¹⁵ In IPART's view, the key benefits of having a requirement to produce the state of the assets report include IPART being able to:

¹⁵ IPART 2023, *Sydney Water Operating Licence Review 2023-24 Discussion Paper*, December, https://www.ipart.nsw.gov.au/sites/default/files/cm9_documents/D

- 
- monitor Sydney Water's asset management performance after the Enforcement Notice period ends,
 - have information to track and target specific assets for annual operational audits and monitor how Sydney Water is managing its assets and whether its asset management processes are being implemented,
 - see trends in asset conditions and management (not just those that have been identified as non-compliant), and
 - ensure Sydney Water has an incentive to ensure that performance does not decline and minimise risk of similar non-compliances in the future.¹⁶

We remain committed to improving our asset management practices and addressing all previously identified asset management non-compliances. While we do have a Service Excellence Roadmap setting out our approach for improving our asset management processes and regular reporting to IPART on roadmap deliverables in place, we recognise IPART's concerns and understand its desire to have the additional information outlined above.

As such, we would like to propose to provide IPART with all the required information in the alternative format of an expanded SAMP. That is, we would like to propose to retain the current licence requirement to prepare and submit a SAMP to IPART, but include additional requirements to ensure that we provide all of IPART's required information above in the SAMP.

We consider that our current SAMP already covers to some degree, the intent of the requested information from IPART. As an example, please refer to the current SAMP, which provides more in-depth information than older versions, for the following sections which can be adjusted as required to meet the requested intent:

- Description of Sydney Water's assets: Section 4.1 Asset Scope
- Constraints: Sections 2.6 Challenges and Opportunities
- Strategies: 3.3 Asset Class Strategies
- Performance: Section 4.2
- Financial: Section 7.4.1.

With an expanded version of the current SAMP, we believe that we can meet all of IPART's required information. The alternative format of an expanded SAMP would still allow IPART to monitor our asset management performance, provide transparency and accountability, and inform IPART's audit scope, similar to a requirement for a 2-yearly state of assets report.

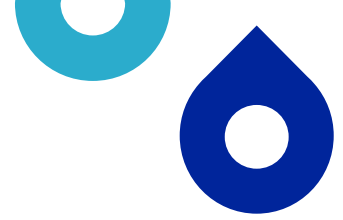
It would further reduce the additional time and resources involved in producing the required information for IPART relative to a reporting requirement for a 2-yearly state of assets report. As noted in our response to IPART's Cost-Benefit Analysis Information Requests, there is significant labour, time and resources involved in producing a state of the assets report to meet IPART's specific content and timing, which includes the information above. This would cost approximately \$225,150. While we produce other internal reports detailing the status of our assets, these reports do not meet the specific content and timing set out in IPART's proposed reporting manual requirements. We estimate that the time and resources involved in expanding the current SAMP, which we already produce, to include IPART's required information would likely be considerably lower.

The current SAMP review cycle would further match the 2-year request suggested by IPART. The expanded SAMP would also remain a usable management control document for Sydney Water and not a standalone report. We have set out our proposed changes to these reporting manual requirements in more detail in Appendix D.

More generally, we would like to make the observation that the performance of our assets and the likelihood of an asset failure is influenced by a range of different factors, including our internal asset management framework and plans, and external weather

[iscussion-Paper-Sydney-Water-Operating-Licence-Review-December-2023.PDF](#), p. 47.

¹⁶ IPART 2023, *Sydney Water Operating Licence Review 2023-24 Discussion Paper*, December, https://www.ipart.nsw.gov.au/sites/default/files/cm9_documents/discussion-Paper-Sydney-Water-Operating-Licence-Review-December-2023.PDF, p. 47.



conditions. Our asset management framework and plans, for example, help us to set maintenance, repair or reactive work, inspection and replacement volume forecasts each year. This in turn influences the preventative programs of work we undertake to minimise asset failure and the cost of failure, while maintaining the service standards and levels contained in our Operating Licence. While the information outlined by IPART above will allow better tracking and targeting of specific assets for annual operational audits, we consider that providing this information is not a determining factor of asset performance or the likelihood of failure.



3. Water conservation, efficiency and long-term planning

3.1 Requiring a 5-Year Water Conservation Plan

IPART has recommended including new operating licence conditions to require Sydney Water to maintain and implement our 5-year water conservation plan, to review and update the plan and to share the updated plan with the Department, IPART and the public.

In general, we support IPART's proposed requirement to maintain a 5-year water conservation plan demonstrating how Sydney Water contributes to the water conservation goals set out in the Greater Sydney Water Strategy (GSWS). We also support the retention of economic approach to water conservation to inform our plan and support the consideration of other factors that may not be captured by an economic assessment of options.

As mentioned in our response to IPART's Issues Paper,¹⁷ we believe that the 5-year water conservation plan should 'consider', rather than be 'consistent with' the NSW Water Efficiency Framework, noting that the role of the Framework is to be a guide for NSW water utilities develop their water conservation plans. The NSW Water Efficiency Framework is not intended to be a prescriptive set of requirements for utilities to follow when developing their plans. There is a risk of removing flexibility and focussing on prescription, rather than outcomes, by using IPART's proposed 'consistent with' wording.

We note that in IPART's concurrent review of WaterNSW's Operating Licence, IPART has proposed that WaterNSW be required to maintain a 5-year water conservation plan that "*considers* the 'NSW Water Efficiency Framework' published by the NSW Government in August 2022, to the extent it applies to Water NSW's operations" in WaterNSW's Draft Operating Licence.

As such, we would like to propose a minor amendment to IPART's draft Operating Licence clauses, as set out in Table 2. This would be consistent with IPART's proposed requirements for WaterNSW's draft Operating Licence. We note that there may also be benefit in moving the subclauses of 12.1 into the Reporting Manual to keep the Operating Licence itself simple.

¹⁷ Sydney Water 2023, *Sydney Water Response to IPART's Issues Paper*, September, https://www.ipart.nsw.gov.au/sites/default/files/cm9_documents/Sydney-Water-Operating-Licence-Review-2023-24-Response-to-IPART-Issues-Paper-September-2023.PDF, p. 47.

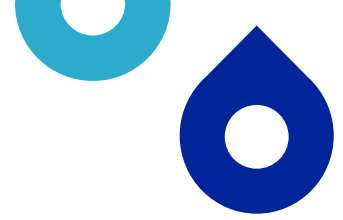


Table 2 Sydney Water’s proposed wording for a 5-year water conservation plan

IPART draft clause wording	Our proposed new clause wording
12 Water Conservation 12.1 Water Conservation Plan 1) Sydney Water must maintain a 5-year water conservation plan that: a) covers a range of options for water conservation including, but not limited to, water efficiency (including Consumer behaviour programs), leakage reduction and Recycled Water, b) is consistent with the NSW Water Efficiency Framework (published by the NSW Government in August 2022 and the Greater Sydney Water Strategy, c) demonstrates how Sydney Water contributes to the water conservation goals set in the NSW Water Efficiency Framework and Greater Sydney Water Strategy, d) demonstrates how Sydney Water contributes to any subsequent monitoring, evaluation, reporting or annual reviews of the Greater Sydney Water Strategy, e) includes details, including timeframes, of proposed programs and projects over the life of the water conservation plan, f) assesses the proposed programs and projects against the Current Economic Method, g) furthers the objectives set out in clause 1(1)(b), and h) considers any written guidance that the Minister provides to Sydney Water.	12 Water Conservation 12.1 Water Conservation Plan 1) Sydney Water must maintain a 5-year water conservation plan that: a) covers a range of options for water conservation including, but not limited to, water efficiency (including Consumer behaviour programs), leakage reduction and Recycled Water, b) considers is consistent with the NSW Water Efficiency Framework (published by the NSW Government in August 2022 and the Greater Sydney Water Strategy, c) demonstrates how Sydney Water contributes to the water conservation goals set in the NSW Water Efficiency Framework and Greater Sydney Water Strategy, d) demonstrates how Sydney Water contributes to any subsequent monitoring, evaluation, reporting or annual reviews of the Greater Sydney Water Strategy, e) includes details, including timeframes, of proposed programs and projects over the life of the water conservation plan, f) assesses the proposed programs and projects against the Current Economic Method, g) furthers the objectives set out in clause 1(1)(b), and h) considers any written guidance that the Minister provides to Sydney Water.

With respect to implementation, we support IPART’s proposed requirement to implement the *current* water conservation plan, noting IPART’s other proposed requirements to have the plan be reviewed and updated annually. The requirements to review and update the plan annually aligns with Sydney Water’s adaptive water conservation plan supporting the delivery of GSWS targets.


We further support the requirement to submit the updated plan and a report summarising the outcome of the annual review and reasons for change to the forward plan to IPART and DCCEEW. We also support the ability to request changes to the date for submission with IPART to provide the flexibility to align with our internal enterprise planning cycle and also GSWS reporting expectations.

Finally, we acknowledge and support keeping the public informed of our plan for water conservation, how we are contributing to the GSWS water conservation targets and what services they can access. We note that there is a risk of duplicative reporting by also requiring Sydney Water to provide a report on outcomes of the annual review and reason for change to the public, as this is likely to be captured in DCCEEW public GSWS monitoring, evaluation and reporting activity. We would welcome further engagement with IPART and DCCEEW to ensure that this risk of duplication is minimised as much as possible.

3.2 Current Economic Method

We support continued public publication of our Economic Level of Water Conservation (ELWC) methodology. We also support the need to review the ELWC at least annually to capture any changes to the value of water and to reflect these changes in our water conservation plan. As mentioned in Section 3.1, we will review and update our water conservation plan to align with enterprise planning and GSWS timelines, and some ability to request a change to the date of reporting would be advantageous to avoid confusion in reporting.

We further support removing the requirement to publish the ELWC monthly on the Sydney Water website, given the limited public interest in this information and the additional administrative burden of monthly reporting.



With respect to changes to the current economic method, we support IPART's recommendation to include a new operating licence condition allowing Sydney Water to seek changes to the current economic method, with the Minister's written approval. This will provide us with some flexibility to seek changes to the Current Economic Method from time to time. We also support IPART removing our current operating licence condition allowing the Minister to direct Sydney Water to change its assessment of conservation efficiency or general economic approach, given that the Minister may already do this through issuing a direction under the *State Owned Corporations Act 1989* (NSW) (SOC Act).

3.3 Greater Sydney Water Strategy

IPART has recommended to include new operating licence requirements for Sydney Water to engage in water strategy planning for Greater Sydney that is consistent with the priorities of the GSWS and to cooperate with the Department of Planning and Environment (now DCCEEW) in any review of the GSWS and comply with a direction from the Minister to implement specific activities that relate to actions assigned to Sydney Water in the GSWS.

We understand that IPART has not recommended including a requirement for Sydney Water to implement actions assigned to us in the GSWS Implementation Plan. In IPART's view, a licence requirement to engage in water strategy planning that is consistent with the priorities of the GSWS achieves a similar objective, with a more flexible approach.¹⁸

We continue to consider that there is value in having an explicit licence clause requiring us to implement actions under the GSWS Implementation Plan, with the inclusion of additional 'best endeavours' wording. This would reflect the importance of Sydney Water's role in the GSWS Implementation Plan, as well as community and customer expectations.

During Phase 1 of the 'Our Water, Our Voice' customer engagement program, our customers expressed that their priorities included environmental protection, waterway health, and cooling and greening, and further recognised the importance of improved implementation of integrated water cycle management both in NSW and nationally. An explicit clause requiring Sydney Water to implement relevant actions in the GSWS Implementation Plan would better align with our customers' priorities and expectations as to our role in the GSWS Implementation Plan.

3.4 Data sharing arrangement with DPE

In general, we are also supportive of IPART's draft recommendations to update our licence requirements so that Sydney Water must use its 'best endeavours' to maintain this agreement and to also comply with the data sharing agreement with DPE (now DCCEEW), which assists the parties to deliver actions under and review of the GSWS.

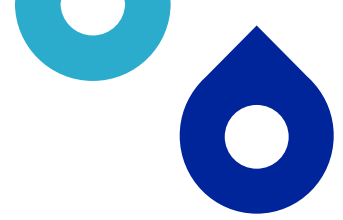
We note a requirement to comply is generally inconsistent with the purposes of an MoU, which is to form the basis for a cooperative relationship between the parties. However, IPART has balanced this with additional 'best endeavours' wording.

3.5 Greater Sydney Drought Response Plan

In general, we are supportive of a clause on the Greater Sydney Drought Response Plan (GSDRP) being included in our Operating Licence. However, we consider that some improvements could be made to IPART's proposed licence clauses, to better reflect the objectives and intent of the GSDRP and focus on outcomes, without overcomplicating the annual review process that has already been established and has been occurring organically for some time.

The GSDRP sets out how Sydney Water and WaterNSW will work with the NSW Government to respond to water supply challenges and risks through different drought stages. It outlines the key decisions and actions and their timing, and the roles and responsibilities of each agency. The GSDRP is an adaptive plan that gives flexibility for decision-making, allowing decisions and actions to adjust to observed conditions, emerging supply risks, and the broader context.

¹⁸ IPART 2023, *Sydney Water Operating Licence Review 2023-24 Discussion Paper*, December, https://www.ipart.nsw.gov.au/sites/default/files/cm9_documents/discussion-Paper-Sydney-Water-Operating-Licence-Review-December-2023.PDF, p. 56.



The GSDRP was first completed in 2021 and has been reviewed annually since then. Version 2, in 2022, was subject to minor changes. While version 3, in 2023, was restructured to improve readability, the foundational elements of the GSDRP remained consistent. As part of the review process, stakeholders within Sydney Water, WaterNSW and the Department are briefed on the proposed approach to updating the plan and provided an opportunity to suggest changes to the plan. Changes throughout the review process are documented as are progress on actions in the plan. The GSDRP is then submitted by the end of the calendar year alongside a document that outlines progress of actions in the GSDRP for the appropriate stage of drought. This document provides explanation if any actions have been deferred, cancelled, or updated.

In 2021, Sydney Water and WaterNSW worked in collaboration with DPE (now DCCEE) to develop a public facing version of the plan. This currently sits on the NSW Government webpage, alongside the GSWS.

We have worked in collaboration with WaterNSW to develop proposed changes and ensure consistency across both Sydney Water and WaterNSW's Operating Licence clauses regarding the GSDRP. These are outlined in Table 3 below.

The key reasoning behind our proposed changes include:

- The GSDRP sets out how Sydney Water and WaterNSW will work with the NSW Government to respond to water supply challenges and risks through different drought stages. It is, therefore, inappropriate for Sydney Water and WaterNSW to submit separate plans.
- The GSDRP is an adaptive plan that gives flexibility for decision-making, allowing decisions and actions to adjust to observed conditions, emerging supply risks, and the broader context. The plan is reviewed and updated annually. The operating licence clauses need to recognise this context and give WaterNSW and Sydney Water flexibility to adjust the plan and actions based on conditions/strategic direction without resulting in non-compliances between updates of the plan.
- The GSDRP has been submitted at the end of each calendar year. Keeping the submission timing consistent will enable the efficient continuation of the established review process.
- Clauses to formalise our consultation with the Department, along with deadlines, are unnecessarily prescriptive and overcomplicate a process that has already been established and is happening organically.
- The GSDRP is a large, technical document that contains sensitive information about drought. A summary of the plan, in plain English, is more appropriate content to be shared publicly.

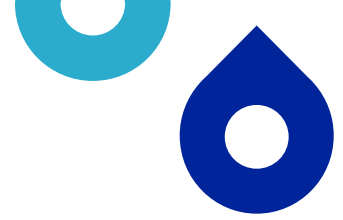


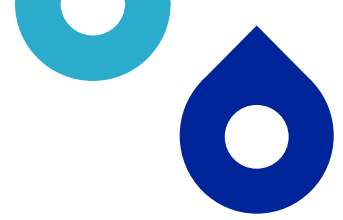
Table 3 Sydney Water’s proposed wording for reviewing and updating the GSDRP

IPART draft clause wording	Our proposed new clause wording
<p>13 Water Planning 13.2 Greater Sydney drought response plan</p> <p>1) Sydney Water must:</p> <p>a) cooperate with Water NSW to jointly review the Greater Sydney drought response plan each calendar year,</p> <p>b) submit to the Minister an updated Greater Sydney drought response plan and a report explaining the outcome of the review and any changes, by:</p> <p>i) 30 November each year, or</p> <p>ii) another date nominated by Sydney Water and approved by IPART in writing, and</p> <p>c) make the updated plan Publicly Available within 10 business days of submitting it to the Minister.</p> <p>2) Sydney Water must:</p> <p>a) use its best endeavours to agree on an updated plan with Water NSW and to jointly submit the updated plan to the Minister under clause 13.2(1)(b), and</p> <p>b) if Sydney Water and Water NSW do not agree on an updated plan, identify any points of disagreement in its report to the Minister under clause 13.2(1)(b)).</p> <p>3) In the event Sydney Water and Water NSW do not agree on an updated plan, Sydney Water is to submit separate updated plan to the Minister.</p> <p>4) Sydney Water must:</p> <p>a) submit a draft updated plan to the Department for comment at least 30 business days before submitting it to the Minister under clause 13.2(1)(b), and</p> <p>b) consider any comments the Department provides within 20 business days of the date the draft updated plan was submitted to the Department under clause 13.2(4)(a), before finalising the plan and submitting it to the Minister under clause 13.2(1)(b).</p> <p>5) Sydney Water must:</p> <p>a) implement all actions in the plan that are assigned to it by the date specified in the plan, and</p> <p>b) cooperate with Water NSW to implement all actions in the plan that are jointly assigned to it and Water NSW, and use its best endeavours to do so by the time specified in the plan.</p>	<p>13 Water Planning 13.2 Greater Sydney drought response plan</p> <p>1) Sydney Water must:</p> <p>a) jointly review the Greater Sydney drought response plan annually with Water NSW, and</p> <p>b) collaborate with the Department as part of the annual review.</p> <p>2) Sydney Water must:</p> <p>a) use its best endeavours to develop an agreed approach (including timeline, roles and responsibilities) with Water NSW to undertake and document the joint annual review</p> <p>b) document the outcomes of the annual review, any changes made to the Greater Sydney Drought Response Plan and an explanation of any actions that have been deferred, cancelled, or updated, since the previous review, and</p> <p>c) submit the revised Greater Sydney Drought Response Plan together with the documentation prepared under clause 13.2(2)(b) to the Minister by 31 December each year.</p> <p>3) Sydney Water must implement the actions in the Greater Sydney Drought Response Plan assigned to Sydney Water, as may be adjusted as agreed between Sydney Water and WaterNSW. Any adjustments must be recorded as part of the annual reporting under clause 13.2(2).</p> <p>4) Sydney Water must make a summary of the revised Greater Sydney Drought Response Plan publicly available online (accessible from both Sydney Water and Water NSW websites) by 31 January or another date agreed to by IPART.</p>

3.6 Long-Term Capital and Operational Plan

IPART has recommended including new operating licence conditions to require Sydney Water to maintain a Long-Term Capital and Operational Plan (LTCOP) and to review and update the LTCOP at least once every 5 years and submit the updated plan to the Minister. In particular, the LTCOP is required to:

- consider the strategic context of the GSWS,
- identify and assess water supply augmentation on a catchment to Consumer basis,
- consider the implications of the preferred water supply augmentation options on Water NSW,
- consider a range of long-term investment options that deliver the best value for Consumers,



- recommend to the Department the preferred water supply augmentation option(s) that should be taken forward to an investment decision, and
- consider any written guidance the Minister provides to Sydney Water.

As an adaptive plan that captures Sydney Water's key infrastructure and operational decisions to 2050, the LTCOP plays a significant role in our long-term water planning. We support including licence requirements to maintain, review and update our LTCOP, in cooperation with WaterNSW, and agree with IPART that it will increase transparency and accountability in this area.

We, however, consider that IPART's draft licence requirements could be improved to ensure there is a focus on outcomes rather than prescription, further clarify our obligations and better reflect current business practice.

In particular, we would like to propose the following changes:

- Clarify the requirements of the LTCOP so that it better reflects the LTCOP's current objectives and outcomes:
 - sets the long-term servicing direction for Greater Sydney,
 - identifies preferred water supply augmentation in alignment with the GSWS,
 - considers a range of long-term investment options that deliver the best value for customers,
 - identifies the adaptive pathway, forecast investment envelope and potential key investments to deliver the agreed levels of service, and
 - considers any written guidance the Minister has provided to Sydney Water since the previous LTCOP was submitted.
- Specify that Sydney Water must review and update its long-term capital and operational plan at least once every 5 years, rather than during the proposed 4-year licence term,
- Reduce the Department's review timeframe from 20 days to 10 days, so that Sydney Water has sufficient time to address the Department's feedback and obtain Board approval to submit to the Minister in a timely manner within 30 days of the draft updated LTCOP being provided to the Department,
- Remove the requirement to obtain Board approval of the LTCOP before it is submitted to the Minister, as there are already well-established internal governance processes in place to ensure our Board approves key planning documents such as the LTCOP, and
- Introduce a reciprocal requirement for Sydney Water to cooperate with WaterNSW in our review of WaterNSW's LTCOP.

We have set out our proposed LTCOP licence clauses in more detail in Table 4.

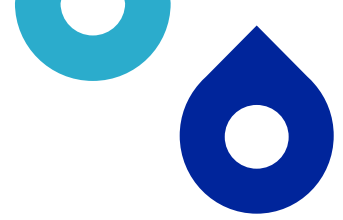
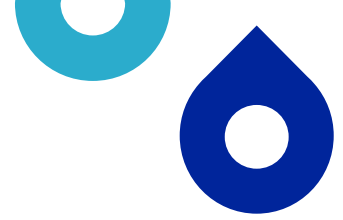


Table 4 Sydney Water's proposed wording for maintaining, reviewing and updating the LTCOP

IPART draft clause wording	Our proposed new clause wording
<p>13 Water Planning</p> <p>13.6 Long-term capital and operational plan</p> <p>1) Sydney Water must maintain a long-term capital and operational plan that:</p> <ul style="list-style-type: none">a) considers the strategic context of the Greater Sydney Water Strategy,b) identifies and assesses water supply augmentation on a catchment to Consumer basis,c) considers the implications of the preferred water supply augmentation options on Water NSW,d) considers a range of long-term investment options that deliver the best value for Consumers,e) recommends to the Department the preferred water supply augmentation option(s) that should be taken forward to an investment decision, andf) considers any written guidance the Minister provides to Sydney Water. <p>2) Sydney Water must review and update its long-term capital and operational plan and submit a copy of the updated plan, along with a report explaining the outcome of the review and any changes, to the Minister:</p> <ul style="list-style-type: none">a) at least once between 1 July 2024 and 30 June 2028, andb) on request by the Minister with any additional review to be completed within 12 months of the Minister's request. <p>3) Sydney Water must:</p> <ul style="list-style-type: none">a) consult with Water NSW in its review of its plan,b) submit a draft updated plan to the Department for comment at least 30 business days before submitting it to the Minister under clause 13.6(2),c) consider Water NSW's input and any comments the Department provides within 20 business days of the date the draft updated plan was submitted to the Department under clause 13.6(3)(b) before finalising the plan and submitting it to the Minister under clause 13.6(2), andd) obtain board approval of the plan before finalising the plan and submitting it to the Minister under clause 13.6(2).	<p>13 Water Planning</p> <p>13.6 Long-term capital and operational plan</p> <p>1) Sydney Water must maintain a long-term capital and operational plan that:</p> <ul style="list-style-type: none">a) sets the long-term servicing direction for Sydney Water's area of operations,b) identifies and assesses preferred water supply augmentation options in alignment with the Greater Sydney Water Strategy on a catchment to Consumer basis,c) considers the operational implications of the preferred water supply augmentation options on Water NSW,d) considers a range of long-term investment options that deliver the best value for customers Consumers,e) identifies the adaptive pathway, forecast investment envelope and potential key investments to deliver the agreed levels of service to the Department the preferred water supply augmentation option(s) that should be taken forward to an investment decision, andf) considers any written guidance the Minister provides to Sydney Water since the previous long-term capital and operational plan was submitted. <p>2) Sydney Water must review and update its long-term capital and operational plan and submit a final copy of the updated plan, along with a report explaining the outcome of the review and any changes, to the Minister:</p> <ul style="list-style-type: none">a) at least once every 5 years between 1 July 2024 and 30 June 2028, andb) on request by the Minister with any additional review to be completed within 12 months of the Minister's request. <p>3) In preparing an updated plan, Sydney Water must:</p> <ul style="list-style-type: none">a) consult with Water NSW and consider Water NSW's input in its review of its plan,b) submit a draft updated plan to the Department for comment and consider any comments the Department provides to Sydney Water within 10 business days after the draft updated plan was submitted to the Department under clause 13.6(3)(b) before finalising the plan.b) submit a draft updated plan to the Department for comment at least 30 business days before submitting it to the Minister under clause 13.6(2)c) consider Water NSW's input and any comments the Department provides within 20 business days of the date the draft updated plan was submitted to the Department under clause 13.6(3)(b) before finalising the plan and submitting it to the Minister under clause 13.6(2), andd) obtain board approval of the plan before finalising the plan and submitting it to the Minister under clause 13.6(2). <p>4) Sydney Water must cooperate with Water NSW as required in reviewing Water NSW's LTCOP.</p>



3.7 Water supply augmentation

We support IPART's draft recommendation to include a new operating licence condition to clarify Sydney Water's responsibilities for water supply augmentation planning, in line with the definition set out in the Ministerial Direction for transfer of functions.

We are also supportive of IPART's proposed requirements for Sydney Water to use its best endeavours to maintain an MoU and comply with that MoU with WaterNSW. We, however, would like to propose some minor changes to IPART's proposed requirement to allow for flexibility in the event that another agreement superseding the MoU, given that the MoU was intended to be a temporary arrangement.

Similarly, the clauses proposed by IPART make specific references to a 'strategic business case', with the implication that water supply augmentation planning is only an input to such a document. We understand this drafting may simply reflect the original wording of the direction provided to Sydney Water and WaterNSW. However, we consider there is scope to adopt alternative requirements in the new Operating Licence, given this document is also issued by the Minister.

In practice, information about water supply planning may be needed for a variety of purposes, including but not limited to business cases for the delivery of specific infrastructure (currently referred to as a final business case in the INSW investment assurance framework). The assurance framework may also change over time. Sydney Water therefore considers that the current drafting may be unnecessarily restrictive and reduce flexibility and we propose removing references to a strategic business case.

Finally, we consider that the drafting of 13.3(3)(d) is unclear and does not reflect the governance frameworks that apply to Sydney Water and WaterNSW as Statutory State-Owned Corporations and their respective Boards. We consider that the obligation to consult with WaterNSW under clause 13.3(3)(c) is sufficient to ensure that the Board of WaterNSW has the necessary information available to it to assess whether any supply augmentations options being recommended by Sydney Water are also in the commercial interests of WaterNSW. As such, we consider that clause 13.3(3)(d) is not necessary.

We have set out our proposed water supply augmentation licence clauses in more detail in Table 5.

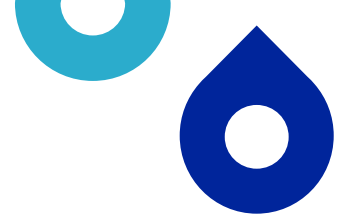



Table 5 Sydney Water’s proposed wording for water supply augmentation licence clauses

IPART draft clause wording	Our proposed new clause wording
<p>13 Water Planning</p> <p>13.3 Water Supply Augmentation Planning</p> <p>1) Sydney Water must engage in ongoing water supply augmentation planning for Greater Sydney that includes:</p> <ul style="list-style-type: none">a) assessment of the need for water supply augmentation,b) identification of water supply augmentation options, including capital and non-capital options,c) whole-of-system assessment of water supply augmentation options and prioritisation to support strategic business cases,d) concept development and feasibility studies for preferred water supply augmentation options to support strategic business cases, ande) costings of preferred water supply augmentation options to support a strategic business case. <p>2) Sydney Water must use its best endeavours to:</p> <ul style="list-style-type: none">a) maintain a memorandum of understanding with Water NSW about water supply augmentation planning for Greater Sydney, andb) comply with that memorandum of understanding. <p>3) The memorandum of understanding referred to in clause 13.3(2) must include processes for:</p> <ul style="list-style-type: none">a) Water NSW to assist Sydney Water with water supply augmentation planning by providing Sydney Water with:<ul style="list-style-type: none">i) data, information and knowledge, andii) resourcing support, including access to Water NSW subject-matter experts.b) Water NSW to consult with Sydney Water on system yield calculations,c) Sydney Water to consult with Water NSW on:<ul style="list-style-type: none">i) projects that may impact system yield, andii) water supply augmentation options that may have implications for Water NSW.d) Sydney Water and Water NSW to obtain board approval for water supply augmentation options that may have implications for Water NSW.	<p>13 Water Planning</p> <p>13.6 Water Supply Augmentation Planning</p> <p>1) Sydney Water must engage in ongoing water supply augmentation planning for Greater Sydney Sydney Water’s area of operations that includes:</p> <ul style="list-style-type: none">a) assessment of the need for water supply augmentation,b) identification of water supply augmentation options, including capital and non-capital options,c) whole-of-system assessment of water supply augmentation options and prioritisation to support strategic business cases,d) concept development and feasibility studies for preferred water supply augmentation options to support strategic business cases, ande) costings of preferred water supply augmentation options to support strategic business case. <p>2) Sydney Water must use its best endeavours to:</p> <ul style="list-style-type: none">a) maintain a memorandum of understanding (or another agreement that may supersede the MOU) with Water NSW about water supply augmentation planning for Greater Sydney, andb) comply with that memorandum of understanding (or other agreement). <p>3) The memorandum of understanding (or other agreement) referred to in clause 13.3(2) must include processes for:</p> <ul style="list-style-type: none">a) Water NSW to assist Sydney Water with water supply augmentation planning by providing Sydney Water with:<ul style="list-style-type: none">i) data, information and knowledge, andii) resourcing support, including access to Water NSW subject-matter experts.b) Water NSW to consult with Sydney Water on system yield calculations,c) Sydney Water to consult with Water NSW on:<ul style="list-style-type: none">i) projects that may impact system yield, andii) water supply augmentation options that may have implications for Water NSW.d) Sydney Water and Water NSW to obtain board approval for water supply augmentation options that may have implications for Water NSW.

3.8 Sydney Desalination Plant

We support IPART’s draft recommendation to introduce a new requirement for Sydney Water to make production requests consistently with the Sydney Desalination Plant (SDP) Decision Framework. As noted in our response to IPART’s Issues Paper, we consider this requirement to be more appropriate than a requirement for us to consider the long-term interests of customers when



preparing production requests for SDP, as the long-term interests of customers is sufficiently considered in the GSWS, the SDP Operating Rules and Decision Framework.¹⁹

3.9 Priority Sewerage Program

The Priority Sewerage Program (PSP) is a long-standing NSW government program, which was commenced in 1997 to provide improved wastewater services to existing unsewered areas. The program provided for 38 villages to be serviced, 33 of which we have completed (17 areas under Stage 1 and 16 areas under Stage 2) and five of which remain to be serviced.

As part of its draft Operating Licence, IPART has recommended to remove the current operating licence clauses requiring Sydney Water to participate in a NSW Government review of the Priority Sewerage Program (PSP) and to implement and comply with any outcomes arising from a review.

We support IPART's draft recommendation and agree with IPART that removing these clauses will:

- Help to address the misperception that the PSP is a Sydney Water program that will eventually provide services to the identified PSP areas, with the costs being borne by our customers. This is no longer consistent with applicable IPART determinations relating to new or upgraded connections to our systems,
- Allow alternative delivery and funding mechanisms to be considered for potential future schemes, such as a private utility providing services at a more cost-effective rate, and
- Remove the risk of residents deferring maintenance and upgrades to their onsite systems in anticipation that Sydney Water may deliver services under the auspices of the PSP.

At the same time, we understand that other stakeholders, including DPE, EPA, Northern Beaches Council and Scotland Island Residents' Association, have expressed a preference for retaining the current operating licence clauses in their responses to IPART's Issues Paper. Their concerns / reasons for retaining the PSP-related clauses included:

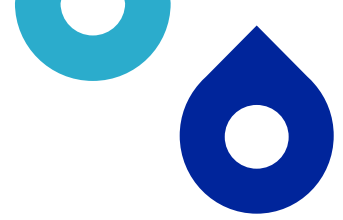
- Ensuring smaller, unsewered areas are not seen as being left behind with the removal of the clause,²⁰
- Securing NSW Government and Sydney Water's commitment to considering wastewater services for unsewered areas listed under the program,²¹ and
- Possible health and environmental benefits to Scotland Island in particular, if the area were to be serviced.²²

¹⁹ Sydney Water 2023, *Sydney Water Response to IPART's Issues Paper*, September, https://www.ipart.nsw.gov.au/sites/default/files/cm9_documents/Sydney-Water-Operating-Licence-Review-2023-24-Response-to-IPART-Issues-Paper-September-2023.PDF, p. 58.

²⁰ Department of Planning and Environment 2023, *NSW Government Submission to Sydney Water Operating Licence Review Issues Paper*, October, https://www.ipart.nsw.gov.au/sites/default/files/cm9_documents/Online-Submission-NSW-Government-Department-of-Planning-%2526-Environment-Water-L.-Jebakumar-17-Oct-2023-110816722.PDF, p. 2.

²¹ Northern Beaches Council 2023, *Sydney Water Operating Licence Review 2023-24*, September, https://www.ipart.nsw.gov.au/sites/default/files/cm9_documents/Online-Submission-Northern-Beaches-Council-Name-suppressed-15-Sep-2023-120804786.PDF.

²² Northern Beaches Council 2023, *Sydney Water Operating Licence Review 2023-24*, September, https://www.ipart.nsw.gov.au/sites/default/files/cm9_documents/Online-Submission-Northern-Beaches-Council-Name-suppressed-15-Sep-2023-120804786.PDF.



We acknowledge these concerns and would like to address each of them in turn below.

Regarding ensuring Sydney Water's commitment to considering wastewater services for unsewered areas listed under the program and that smaller, unsewered areas are not seen to be left behind, we wish to emphasise that we would be more than happy to participate cooperatively in any NSW Government review of the PSP and to implement any outcomes as required by the Minister.

We also wish to clarify that the NSW Government ultimately has responsibility for this program. As IPART has highlighted in its Discussion Paper, the Minister has a number of options in relation to the PSP and these can largely progressed without requiring a specific clause in Sydney Water's Operating Licence.

As discussed in our response to IPART's Issues Paper, servicing costs continue to be a key challenge for existing properties without a water or wastewater service, which includes some locations listed in the original PSP. In many situations the costs of servicing these areas are in the order of at least \$150,000 to \$280,000 per property, which is approximately 10 to 18 times the usual cost to provide wastewater services to a property in Greater Sydney.

With respect to the possible health and environmental benefits from servicing Scotland Island, we note that the latest NSW Government Beachwatch data from 2022-23 shows that the water quality for Scotland Island is in line with other areas located in the bay of Pittwater. In particular, the dry weather water quality for both North Scotland Island and South Scotland Island are comparable, and in some cases, better than the nearby areas of Clareville, Taylors Point Baths, Paradise Beach and Bayview – all of which are urbanised, sewerred areas.²³ This indicates that environmental/water quality and health outcomes for Scotland Island are likely to be similar, whether residents continue to maintain their on-site wastewater systems as they currently do or Scotland Island is serviced. We consider that there is only a real risk of poorer environmental/water quality outcomes, if residents consciously refrain from maintaining or upgrading their on-site systems.

[15-Sep-2023-120804786.PDF](#); Scotland Island Residents' Association 2023, *Sydney Water Operating Licence, the Priority Sewerage Program (PSP) and Scotland Island*, September, https://www.ipart.nsw.gov.au/sites/default/files/cm9_documents/Online-Submission-Scotland-Island-Residents-Association-Inc-Name-suppressed-18-Oct-2023-125537098.PDF.

²³ See NSW Government Beachwatch 2023, *Water quality data*, accessed 23 February 2024, <https://www.beachwatch.nsw.gov.au/waterMonitoring/waterQualityData>. For more information, see Department of Planning and Environment 2023, *State of the beaches 2022-23*, <https://www.environment.nsw.gov.au/-/media/OEH/Corporate-Site/Documents/Water/Beaches/State-of-the-Beaches-2022-23/state-of-the-beaches-2022-23-statewide-summary-230274.pdf>.



4. Climate risk readiness

4.1 Abatement

IPART has recommended not including any operating licence conditions regarding climate change abatement.

In general, we support IPART's draft recommendation and agree that further prescriptive abatement actions may not provide additional benefit, and risk duplication with already existing and emerging obligations in this area.

We note that we have set a target to achieve Net Zero by 2030 for Scope 1 and 2 emissions and in its supply chain by 2040 (Scope 3 emissions) not to 'exceed' the NSW Government Net Zero Plan targets, but rather to ensure we meet net-zero carbon emissions earlier than is required by the NSW Government Net Zero Plan.

4.2 Resilience and adaptation

IPART has recommended not including any operating licence conditions regarding climate change resilience and adaptation.

We support IPART's draft recommendation and agree that further prescriptive abatement actions may not provide additional benefit, and risk duplication with already existing and emerging obligations in the area.

We define climate adaptation as actions to reduce the impact of changing climate conditions on our assets, systems, and products. We also consider resilience to be the capability to maintain services in a way that ensures our community can endure any unexpected or unprecedented event. It is our ability to withstand, adapt to changing conditions, and recover positively from acute shocks and chronic stresses. As such, we consider that discussions around resilience and adaptation should be broader than water security.

We agree with IPART that maintaining and implementing a climate risk management process that is consistent with the NSW Climate Risk Ready Guide will help us in adapting and building climate resilience. In particular, it will help to enable measures to increase resilience and adapt to changing climate, by increasing our understanding and improving our management practices around climate risk. As our maturity and understanding in this area grows, we would welcome further discussion on climate change resilience and adaptation at future Operating Licence reviews.

4.3 Climate-related planning and risk management

IPART has recommended introducing new operating licence conditions to require Sydney Water to:


- engage in an ongoing climate-related risk assessment and management process consistent with the NSW Government's Climate Risk Ready Guide,
- meet, on an enterprise level, an 'embedded' level of climate risk management maturity, as defined in the NSW Government's Climate Risk Ready Guide, by 30 June 2027 or another date approved by IPART, and
- make reasonable progress towards meeting an 'advanced' level of climate risk management maturity, as defined in the NSW Government's Climate Risk Ready Guide, by 30 June 2028 or another date approved by IPART.

In general, we are supportive of IPART's proposed requirements, however we wish to make a number of clarifications.

Previously, we provided IPART with an estimate of our costs to establish and maintain a climate-related risk management program and our self-assessment of our maturity level according to the Guide's Climate Risk Maturity Health Check Tool. We wish to clarify that these costs were based on reaching an 'embedded' maturity level by the end of the next licence period. Our self-assessment was also based on the results of an initial internal workshop to assess our maturity using the tool.

IPART's proposed licence requirement brings this forward and requires attainment of the 'embedded' rating by 30 June 2027 and reasonable progress towards achieving an 'advanced' maturity level by 30 June 2028. While we are supportive of IPART's approach in principle, further work needs to be done to formally verify our maturity level and to understand the cost and feasibility of reaching the advanced rating in this licence period.

Sydney Water requests further guidance from IPART regarding the processes to be used to assess and demonstrate compliance with this obligation. While the Government's risk maturity tool is largely framed as a guided self-assessment, we anticipate that some form of independent or third-party assurance may be required. We also seek clarity on the measurement of 'reasonable progress'.



Sydney Water reiterates that the climate risk program cost estimates, provided for the CBA, did not include capital delivery spend for projects that may be identified as part of a new climate risk management program. There is a variability in potential project costs, however these would be subject to standard needs identification and prioritisation decision making frameworks.

4.4 Climate-related disclosures

IPART has recommended a new operating licence condition to require Sydney Water to publish annual climate-related disclosures consistent with the IFRS S2.

We recognise IPART's attempt to introduce a new operating licence condition for sustainability disclosures, as a stop gap measure only if mandated sustainability reporting is not separately introduced.

However, we expect that NSW Treasury will require Sydney Water to make mandatory climate-related disclosures from FY24/25 (as per current advice). The NSW Treasury will adopt the Australian Accounting Standards Board (AASB) Australian Sustainability Reporting Standards – Disclosure of Climate-related Financial Information for GSF agency reporting and disclosure. Sydney Water is seeking clarity from IPART on whether they would adopt the AASB guidance when in place and treat the IFRS sustainability standards S1 and S2 requirements as equivalent to their Australian counterparts. In which case, this would appear to render the 4.2(3) condition redundant.

Financial statement reporting under Australian Accounting Standards is the subject of an audit performed by the Audit Office of NSW under the *Government Sector Finance Act 2018*. Sydney Water is waiting on confirmation that the Audit Office of NSW will also conduct the audit of the sustainability disclosures required from FY24/25. Sydney Water is proceeding on the working assumption that the Audit Office of NSW will obtain a mandate to conduct these audits for the NSW Total State Sector (including for Sydney Water). Sydney Water is seeking clarity on whether IPART intends to conduct a separate audit of the sustainability reporting disclosures or whether it would seek to rely on the Audit Office of NSW audit programme. This is with the aim of avoiding duplication of audit effort.

Additionally, if IPART is requiring sustainability disclosures of Sydney Water via the operating licence against IFRS S2, Sydney Water seeks clarity of who will be responsible for auditing against this requirement and when that auditing would occur. Our intention is to publish sustainability disclosures in our annual report.

4.5 Reporting requirements for climate risk readiness

Sydney Water supports the intent of IPART's proposed new Environmental Indicator E11: to foster public trust and accountability in Sydney Water's transition to net zero. However, we are seeking clarification on the implementation of this indicator and wish to raise concerns about the feasibility of reporting on the indicator as it is currently articulated. Additionally, we want to make sure if required to report on its progress towards achieving net zero under other legislation in future, the proposed new environmental indicator will be removed to avoid duplication and regulatory burden.

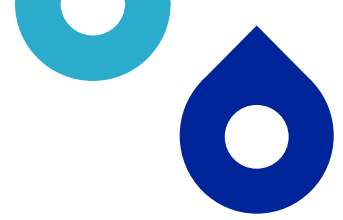
Timing for Scope 1 and 2 emissions data

Sydney Water is currently required to annually report on Scope 1 and Scope 2 emissions to the Clean Energy Regulator as part of NGER requirements. The process to calculate and externally audit this information is intensive and the timeline is tight to provide this information by the 31 October deadline. Producing this information earlier for the Environmental Performance Indicators Report is not feasible. On the other hand, providing or releasing unaudited data will deliver little value and only create confusion for our customers and stakeholders. Currently audited Scope 1 and Scope 2 emissions are reported publicly in Sydney Water's Annual Environmental Performance Report. The intent of this new requirement is to show progress to get to net-zero carbon emissions. It should not require new/duplicative reporting of actual emissions and should allow use of most recent NGERs data (ie from the previous year) or allow reporting requirements to align with NGER reporting timelines.

Projections, targets, and requirements for Scope 1 and 2

Sydney Water has a requirement to achieve net zero Scope 1 and Scope 2 emissions by 2050. We have set a more ambitious target to achieve this by 2030. We believe it is in the public's interest to report on our progress towards net zero compared to our internal targets, but within the context of the NSW Government Net Zero Plan targets.

Annual projections for Scope 1 and Scope 2 emissions are expected to change every year based on a number of factors that are usually outside our control. For instance, Scope 2 projections varies depending on grid decarbonisation and availability of green electricity sources. Therefore, we will continually assess the feasibility of delivering carbon reduction and renewable energy



opportunities to obtain up-to-date annual projections. We are seeking clarity on how IPART will audit and review projections for Scope 1 and 2 emissions, as this is a constantly evolving landscape.

Scope 3 challenges and limitations

We are not required to report on scope 3 emissions as part of NGER reporting, however we include estimates in our Annual Environmental Performance Report. To do this, Sydney Water uses the Input/Output methodology to calculate our Scope 3 emissions based on financial data and an intensity factor. This data is not available until December/January for the previous year. As articulated previously, this environmental indicator should not require new/duplicative reporting of actual emissions.

Sydney Water is working collaboratively with other water utilities, through the Water Services Association Australia, to build maturity and consistency in our approach to calculating, projecting, and managing Scope 3 emissions. We are also working with our supply chain to get better data and improve the way these emissions are calculated.

Finally, Sydney Water does not currently have a projected pathway for Scope 3 emissions. We do have a target to achieve net zero for Scope 3 by 2040, but still have a lot of work to better understand how this is to be achieved. Scope 3 emissions are highly dependent on weather and capital works, which may increase emissions in future years.

The intent of this environmental indicator is to better understand progress towards net zero. Sydney Water can continue to report our Scope 3 emissions as we currently do in our Annual Environmental Performance Report, noting similar timing constraints as articulated above, but the trajectory requires more work with our supply chain. For these reasons, it is suggested that Scope 3 emissions are not included in the new environmental indicator and that this is revisited in the subsequent Operating Licence review.

All previously reported data

Sydney Water is seeking clarity on what IPART means by 'all previously reported data under this obligation.' We would welcome additional detail from IPART on the specific data and timing referred to in this requirement.

5. Obligations to customers

5.1 Protecting customers' and consumers' rights

5.1.1 Payment assistance options

IPART has recommended to retain the current operating licence conditions requiring Sydney Water to maintain and fully implement payment assistance options for its customers and consumers, and to largely retain the current conditions requiring Sydney Water to publish information about the payment assistance options available to its customers and consumers.

We support retaining the current licence requirements to maintain and implement a payment assistance policy in line with IPART's recommendation and remain committed to assisting our customers and consumers who are experiencing financial difficulty. We note that IPART has not recommended additional obligations, as it considers that Sydney Water offers a wide range of payment assistance options and is operating effectively in this area.

With respect to providing information on payment assistance options, IPART had proposed some minor changes to require Sydney Water to keep the information it publishes on its website up to date and specified a 10-business day timeframe, within which any variations to the policy should be communicated.

We support this new requirement and understand the importance of keeping this information up to date, so that our customers have access to the most current and relevant information.

Any updates to our policy can be made available immediately on our website, however communicating this change to our customers, can only occur via our newsletters Waterwrap (residential customers) and Business Update (business customers) which are sent quarterly with customer's bills. A separate mailout to inform customers of policy changes would result in a significant cost increase. We consider that the cost to produce, print and post paper notifications largely outweighs any perceived benefits of doing so. As online participation and registrations for email communications continue to grow and mature, Sydney Water can potentially explore proactive notifications about policy changes, which would be efficient and cost-effective.

At this time, we propose to amend the following communication requirement in this clause to allow for the communication in the next billing cycle after the 10-day business period, as in Table 6. This is consistent with Hunter Water's current Operating Licence.

Table 6 Sydney Water's proposed wording for providing information on payment assistance options

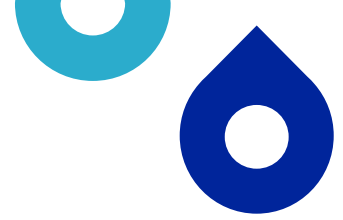
IPART draft clause wording	Our proposed new clause wording
24 Payment assistance options 4) Sydney Water must: e) update the communication to reflect any variations to the payment assistance policy within 10 business days of the variations taking effect.	24 Payment assistance options 2) Sydney Water must: e) update the communication to reflect any variations to the payment assistance policy within 10 business days of the variations taking effect. This communication can be provided in the next billing cycle after the 10-business day period.

5.1.2 Family violence policy

IPART has recommended to:

- define 'family violence' in our Operating Licence, with reference to the *Family Law Act 1975* (Cth),
- retain the current operating licence conditions requiring Sydney Water to have a family violence policy and to implement it, and
- include new operating licence conditions to publish information about the family violence policy.

We support including a definition of 'family violence' in our Operating Licence, in line with the *Family Law Act 1975* (Cth).



We also support the minor amendment requiring us to 'maintain and implement' the policy and communicate the policy to customers and remain committed to our family violence policy. We also strongly support the need to provide this information to our customers.

We note that IPART has included the following new requirements in the Draft Operating Licence that:

"3. The family violence policy must, at a minimum, provide for:

(d) processes that minimise the reliance on individuals to disclose their Family Violence

(e) processes for Customers and Consumers experiencing Family Violence to nominate their preferred method of communication and when they can be contacted."

Our Customer Care team and Contact Centre team leaders have been trained in how to recognise and respond to people experiencing family and domestic violence. Once this type of caller is identified, these calls are always transferred to our Customer Care team for assessment, referrals and support.

Our systems keep sensitive information in secured areas only accessible to our Customer Care team. Our system will add an alert to files noting that customers should be referred to their individual Customer Care case manager.

Customers can negotiate a safe way to be contacted by nominating their preferred method of communication and a convenient time. Before an assessment takes place, customers are always asked whether timing for a conversation is appropriate.

Further, family and domestic violence is considered as one of the indicators that is part of our hardship assessment questionnaire. This is completed for every customer we assess. Customers who disclose domestic or family violence are treated sensitively, with our customer care team ensuring they don't have to repeat this disclosure each time they call.

5.1.3 Providing information on the family violence policy

With respect to providing information on our family violence policy, IPART has recommended a new licence condition requiring Sydney Water to keep this information up to date and proposed a 10-business day timeframe within which any variations to the policy should be communicated to our customers.

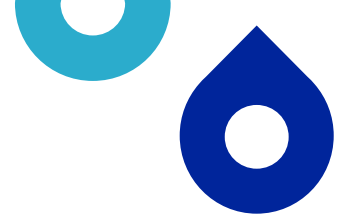
We support this new obligation in principle, however, while we understand the importance of keeping this information up to date, so our customers have access to the most current and relevant information, our position on the 10-business day timeframe is similar to our response to the Payment Assistance Policy obligation above.

Any updates to our family violence policy can be made available immediately on our website, however communicating this change to our residential customers can only occur via our newsletter Waterwrap which is sent quarterly with customer bills. A separate mailout to inform customers of policy changes would result in a significant cost increase. Therefore we believe the cost to produce, print and post paper notifications largely outweighs any perceived benefits of doing so. As online participation and registrations for email communications continue to grow and mature, Sydney Water can potentially explore proactive notifications about policy changes, which would be efficient and cost-effective.

At this time, we propose to amend the following communication requirement to this clause, as shown in Table 7. This is consistent with Hunter Water's current Operating Licence.

Table 7 Sydney Water's proposed wording for providing information on family violence policy

IPART draft clause wording	Our proposed new clause wording
25 Family violence policy 4) Sydney Water must: d) update the communication to reflect any variations to the family violence policy within 10 business days of the variations taking effect.	25 Family violence policy 4) Sydney Water must: d) update the communication to reflect any variations to the family violence policy within 10 business days of the variations taking effect. This communication can be provided in the next billing cycle after the 10-business day period.



5.1.4 Protecting vulnerable tenants

IPART has stated in its Discussion Paper that Sydney Water provides appropriate protections to tenants within the current legislative framework and do not recommend additional Operating Licence requirements to increase these protections at this time.

In particular, IPART has recognised that Sydney Water's billing relationship is with customers (property owners) and not tenants who may be residing at the connected property. IPART has further acknowledged that the Operating Licence cannot enable this direct relationship, i.e. tenant billing of water usage charges.

We will continue to provide a range of tenancy protections, including assistance options to tenants experiencing financial hardship. Sydney Water's specialised Customer Care team members are tertiary-qualified in social work or community welfare. They provide confidential support to tenants experiencing financial hardship, which may include any of the following:

- Placing a hold on the account – this ensures no interest accrues or debt recovery actions for a 35-day period while an arrangement to pay can be made
- Credit placed on the account to the value of water usage charges under the Payment Assistance Scheme (if eligible)
- Referral to other support services, e.g., financial counselling, social services, etc.
- Referral to the One Stop One Story Program for access to support from other providers.

5.1.5 Internal complaints handling

5.1.5.1 Maintaining an internal complaint handling procedure

We support IPART's draft recommendation to retain the current licence requirements for internal complaints handling and remain committed to internal complaints handling. We also agree with changes to the Operating Licence to reflect the 2022 version of the Australian Standard 10002 - Guidelines for complaint management in organisations.

In our response to IPART's Issues Paper, we noted that our internal complaint handling procedure was already consistent with AS 10002:2022 and therefore supported specifying the 2022 version of the standard from the Operating Licence commencement date without a need for a transition period.²⁴ This is incorrect and we wish to correct our statement. In late 2023, Sydney Water received recertification against Customer Services Institute of Australia (CSIA) Complaint Handling Framework CSIA CHF:2025. This certification aligns with AS10002:2014 Guidelines for complaint management in organisations. This was intentional to maintain alignment with our Operating Licence obligation.

The following excerpt is from the report prepared by CSIA following our assessment and recertification: "It should be noted that updated standards are not considered invalid, as many organisations maintain alignment to them, but they are recorded as 'Superseded' in the Standards directory. The CSIA CHF:2025 was reviewed in 2020 and therefore does not reflect any changes released in the AS/NZS 10002:2022. This report remains focused on the earlier and still valid AS/NZS 10002:2014 standard."

As such, we request a transition period of one year to fully implement requirements to meet the updated AS 10002:2022 standard, as set out in Table 8.

²⁴ Sydney Water 2023, *Sydney Water Response to IPART's Issues Paper*, September, https://www.ipart.nsw.gov.au/sites/default/files/cm9_documents/Discussion-Paper-Sydney-Water-Operating-Licence-Review-December-2023.PDF, p. 90.

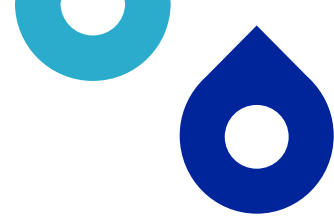


Table 8 Sydney Water’s proposed wording for internal complaints handling procedure

IPART draft clause wording	Our proposed new clause wording
<p>27 Internal Complaints handling</p> <p>2) Sydney Water must implement the internal complaints handling procedure.</p>	<p>27 Internal Complaints handling</p> <p>2) Sydney Water must implement the internal complaints handling procedure by 1 July 2025 (or another date approved by IPART in writing).</p>

5.1.5.2 Providing information on the internal complaints handling procedure

IPART has recommended retaining the current operating licence conditions requiring Sydney Water to publish information about its internal complaints handling procedure on its website, annually with customer bills and on request through the Contact Centre. IPART has also recommended new conditions requiring Sydney Water to keep this information up to date and proposed a 10-business day timeframe within which any variations should be communicated to our customers.

We support IPART’s proposed licence requirements and understand their importance. However, we request some changes to the clause.

Similar to our response to other customer obligations, any updates to our procedure can be made available immediately on our website, however communicating this change to our customers can only occur via our newsletters Waterwrap (residential customers) and Business Update (business customers) which are sent quarterly with customer bills. A separate mailout to inform customers of any changes would result in a significant cost increase. Therefore we believe the cost to produce, print and post paper notifications largely outweighs any perceived benefits of doing so. As online participation and registrations for email communications continue to grow and mature, Sydney Water can potentially explore proactive notifications about policy changes, which would be efficient and cost-effective.

At this time, we propose to amend the following communication requirement to this clause, as shown in Table 9. This is consistent with Hunter Water’s current Operating Licence.

Table 9 Sydney Water’s proposed wording for providing information on internal complaints handling procedure

IPART draft clause wording	Our proposed new clause wording
<p>27 Internal Complaints handling</p> <p>3) Sydney Water must:</p> <p>d) update the communication to reflect any changes to the internal complaints handling procedure or the information within 10 business days of the variations taking effect.</p>	<p>27 Internal Complaints handling</p> <p>3) Sydney Water must:</p> <p>d) update the communication to reflect any changes to the internal complaints handling procedure or the information within 10 business days of the variations taking effect. This communication can be provided in the next billing cycle after the 10-business day period.</p>

5.1.6 External dispute resolution scheme

5.1.6.1 Member of EWON

Our Operating Licence and Customer Contract currently specify that Sydney Water must be a member of the Energy & Water Ombudsman NSW (EWON) to facilitate any disputes between Sydney Water and its customers or consumers.

We continue to support licence conditions to protect customer rights, including retaining a requirement to remain a member of an external dispute resolution scheme. We understand that this is an important protection measure for our customers.

However, we **do not support** IPART’s recommendation to prescribe Sydney Water to be a member of EWON and exclude flexibility around an alternative external dispute resolution scheme. There may be other service providers in the future who could provide this customer protection at the same or lower cost. The flexibility to use an alternative external dispute resolution scheme, approved by IPART, will help to deliver the best value for customers and contribute to overall cost efficiencies.



EWON's membership fees consist of an annual fixed charge calculated on customer numbers and variable fees based on the number of enquiries and complaints received about Sydney Water. Sydney Water is a significant financial contributor to EWON for the relatively low number of complaints that are referred to them.

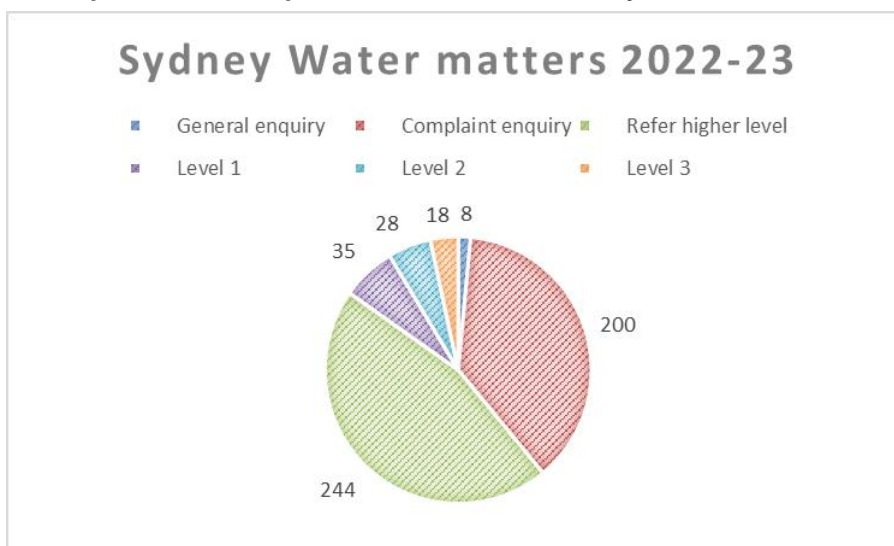
In 2022-23, Sydney Water successfully case managed and resolved 5,954 complaints across our area of operations. 4,607 of these complaints were classified as 'Sydney Water responsibility.' An additional 528 enquiries or complaints were reported to EWON. This equates to 2.5 matters per 10,000 customers requiring ombudsman advice. We attribute the low referral volume to the focus we place on ensuring our customers receive fair and reasonable service when they contact us. In that same year, Sydney Water paid over \$560,000 in EWON fees (which included \$137,295 in membership fees). On average, it costs about \$1,060 (incl GST) for each enquiry or complaint made to EWON. This is exclusive of any goodwill credits applied to the customer's account.

As shown in Figure 1 below, 40% of the matters EWON closed during 2022-23 were general or complaint enquiries, where the customer did not require lodgement of a formal complaint and were resolved without needing to refer the matter to Sydney Water. These enquiries cost over \$80,000 in 2022-23.

Two thirds of the matters that were referred to Sydney Water were resolved by our specialist team upon initial review. Out of those investigated, about 30% were determined to be attributable to a Sydney Water error, delay or issue. The remaining investigations that were closed were viewed by us as being appropriate implementation of our policies or regulatory requirements.

As it stands, Sydney Water's entire customer base have funded \$560,000 for 528 enquiries or complaints to EWON. The option to consider an alternative scheme may offer better value for money for our customers, and Sydney Water's operating costs.

Figure 1 Sydney Water enquiries and complaints referred to EWON by level, 2022-23

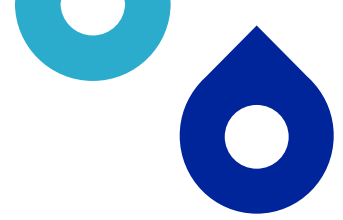


We note that in the last Hunter Water Operating Licence Review 2021-22, IPART provided Hunter Water with the option to be a member of EWON or an alternative external dispute resolution scheme if approved by IPART in writing. At the time, IPART stated that allowing this option would provide more flexibility for dispute resolution and ensure that Hunter Water's Operating Licence was more outcomes-focused.²⁵ This was so, even though IPART acknowledged that it was "not aware of many appropriate alternative options to EWON available for customers of water utilities in NSW".²⁶

We consider that IPART's statements from the Hunter Water Operating Licence Review continue to apply in the context of our current Operating Licence review. There are a range of benefits from including a licence clause to be a member of EWON or an alternative external dispute resolution scheme, including greater flexibility for dispute resolution, ensuring our licence is more

²⁵ IPART 2022, *Hunter Water Operating Licence Review Draft Report*, February, https://www.ipart.nsw.gov.au/sites/default/files/cm9_documents/%255BW22-253%255D-Draft-Report.PDF, p. 58.

²⁶ Ibid.



outcomes-focussed and places Sydney Water in a position to deliver the best value for customers. While IPART may “consider that there are no suitable alternatives to EWON” at this time, we do not consider that this fact alone should prevent IPART from allowing Sydney Water the option to be a member of an alternative external dispute resolution scheme.²⁷

Other external dispute resolution schemes may be established in the future throughout our next licence term and we believe that the Operating Licence should place us in a position to be able to be a member of those schemes and realise the benefits for our customers. We consider that any alternative external dispute resolution scheme we nominated would further be subject to IPART’s approval, as set out in Hunter Water’s current Operating Licence,²⁸ providing additional safeguards.

We note that IPART has suggested that Sydney Water could voluntarily be a member of an alternative external dispute resolution scheme alongside EWON. We do not consider this to be an option that delivers the best value for customers, as having multiple external dispute resolution schemes would be duplicative and unnecessarily costly for our customers.

As such, we would like to propose the following external dispute resolution clauses, as shown in Table 10. This is consistent with Hunter Water’s current Operating Licence.

²⁷ IPART 2023, *Sydney Water Operating Licence Review 2023-24 Discussion Paper*, December, https://www.ipart.nsw.gov.au/sites/default/files/cm9_documents/Discussion-Paper-Sydney-Water-Operating-Licence-Review-December-2023.PDF, p. 110.

²⁸ Hunter Water 2022, *Hunter Water Operating Licence 2022-2027*, <https://www.hunterwater.com.au/documents/assets/src/uploads/documents/Legislation-and-Governance/Operating-Licence-2022-2027.pdf>. See cl 31(2).

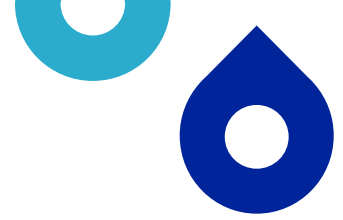


Table 10 Sydney Water's proposed wording for external dispute resolution scheme

IPART draft clause wording	Our proposed new clause wording
<p>28 External dispute resolution scheme</p> <ol style="list-style-type: none">1) Sydney Water must be a member of EWON to facilitate the resolution of Complaints and dispute between Sydney Water and its Customers and Consumers.2) Sydney Water must:<ol style="list-style-type: none">a) prepare a communication that explains the right to have a Complaint or dispute referred to EWON, lists the dispute resolution services provided by EWON, and explains how to contact EWON,b) make a copy of that communication Publicly Available,c) at least once each calendar year using the method chosen by the Customer to receive their Bill, notify all residential Customers that the communication is Publicly Available, andd) update the communication to reflect any variations within 10 business days of the variations taking effect.	<p>28 External dispute resolution scheme</p> <ol style="list-style-type: none">1) Sydney Water must be a member of EWON to facilitate the resolution of Complaints and dispute between Sydney Water and its Customers and Consumers.2) Sydney Water may be a member of an alternative external dispute resolution scheme if approved by IPART in writing. The alternative external dispute resolution scheme must:<ol style="list-style-type: none">a) be approved by the Minister and published in the NSW Government Gazette;b) provide an independent dispute resolution service;c) be free for Customers and Consumers; andd) be consistent with the Commonwealth Benchmarks for Industry-based Customer Dispute Resolution.3) If IPART approves an alternative external dispute resolution scheme under clause 31(2), Sydney Water must publish the notice required under section 38(1) of the Act to vary the Customer Contract within 30 days (noting that any variation of the Customer Contract is subject to approval by the Governor).4) Sydney Water must:<ol style="list-style-type: none">a) prepare a communication that explains the right to have a Complaint or dispute referred to EWON, lists the dispute resolution services provided by EWON, and explains how to contact EWON,b) make a copy of that communication Publicly Available,c) at least once each calendar year using the method chosen by the Customer to receive their Bill, notify all residential Customers that the communication is Publicly Available, andd) update the communication to reflect any variations within 10 business days of the variations taking effect. This communication can be provided in the next billing cycle after the 10-business day period.

5.1.6.2 Providing information on the external dispute resolution scheme

We support IPART's draft recommendation to require Sydney Water to keep this information up to date and recognise its importance. However, we request some changes to the clause.

Similar to our response to other customer obligations, any updates to EWON's services can be made available immediately on our website, however communicating this change to our customers, can only occur via our newsletters Waterwrap (residential customers) and Business Update (business customers) which are sent quarterly with customer bills. A separate mailout to inform customers of any changes would result in a significant cost increase. Therefore we believe the cost to produce, print and post paper notifications largely outweighs any perceived benefits of doing so. As online participation and registrations for email communications continue to grow and mature, Sydney Water can potentially explore proactive notifications about policy changes, which would be efficient and cost-effective.

At this time, we propose to amend the following communication requirement to this clause, as shown in Table 11. This is consistent with Hunter Water's current Operating Licence.

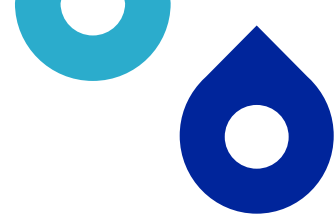


Table 11 Sydney Water’s proposed wording for providing information on external dispute resolution scheme

IPART draft clause wording	Our proposed new clause wording
<p>28 External dispute resolution scheme</p> <p>2) Sydney Water must:</p> <p>d) update the communication to reflect any variations within 10 business days of the variations taking effect.</p>	<p>28 External dispute resolution scheme</p> <p>2) Sydney Water must:</p> <p>d) update the communication to reflect any variations within 10 business days of the variations taking effect. This communication can be provided in the next billing cycle after the 10-business day period.</p>

5.1.7 Customer Contract

5.1.7.1 Proposed changes to the Customer Contract

Our Customer Contract sets out the rights, responsibilities and obligations of both Sydney Water and our customers. It also sets out our minimum standards of customer service.

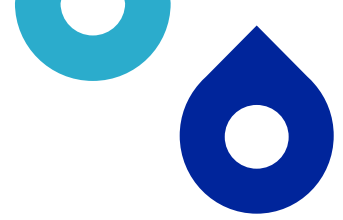
We support retaining the requirement to include the Customer Contract in Schedule B of this Licence; however specific reference to a Commencement Date should be removed. The Customer Contract may be amended outside the scope of the Operating Licence review process. If this was to occur during this licence period, the Commencement Date specified may be deemed invalid.

In the draft Operating Licence, IPART has made some changes to the Customer Contract. Whilst we agree with some of the changes, we have proposed further changes to clarify customer responsibilities, reflect current business practice, enable potential future business changes and to simplify language or improve readability.

A summary of our high-level concerns with proposed changes is provided in Table 12 below.

Table 12 Summary of Sydney Water’s proposed changes to IPART’s Draft Customer Contract

IPART’s Draft Customer Contract	Sydney Water’s proposed wording	Reason
2.2 Who is covered by this contract?	2.2 Who is covered by this contract? 2.2.1 Owners of property 2.2.2 Private residential tenants 2.2.3 Commercial tenants 2.2.4 Services from WIC Act licensees	Sydney Water considers tenants and consumers an important part of our customer base. IPART’s proposed Customer Contract includes the removal of the definition of certain customer types. This change has flow on impacts to the financial support and assistance we outline, courtesy repair services we provide, and the way we bill some customer types, such as commercial/business customers.
2.4 When does this Customer Contract commence?	2.4 When does this Customer Contract commence?	It is recommended that the commencement date is linked to the date it can become legally effective, and not a specified date noted in the licence. See section 16 of the Sydney Water Act 1994 (NSW) where it advises that any amendments to the Customer Contract will not take effect until written notice of the proposed amendment, accompanied by a copy of the proposed amendment, is laid before each House of Parliament. An example of this is when a delay with the tabling of our current Operating Licence in Parliament meant the commencement date of the licence, and subsequently the



Customer Contract, was later than anticipated. In this instance, the Operating Licence could not be legally effective from the start dated noted in section 3 of the Licence and 2.4 of the *Customer Contract*.

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...”

3.1 Water supply services

3.1.1 Supply of drinking water

“We will supply you with drinking water to meet your reasonable needs except...”

Inserting a requirement to have an “authorised” connection may provide a billing loophole as many properties in our area of operations have connections that predate our formal application processes. While it is true that new properties need to apply to connect to our water mains, any properties that are recognised in our system as connected will be supplied with water and billed as such.

3.1 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.”

(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.

3.1.6 Health or special needs

“If you require a water supply to operate a life support machine or for other special health needs, you must arrange for your health provider to notify us.”

Customers do not need to contact us directly to advise of water needs for health machinery to receive the allowance. The customer’s health facility will contact us to advise that the customer requires water for their needs. We do not keep them on a critical customers list for their own privacy. Point 8 does not need to be included because we give notice to all customers in an affected area for planned outages, and to any customers whose contact details we have for an unplanned outage. We do not do any different notification for customers on dialysis. For their privacy we contact them via their dialysis centre or hospital if there is a concern regarding water quality, etc.

3.2 Wastewater services

Supply of wastewater services

“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...”

3.2 Wastewater services

3.2.1 Supply of wastewater services

“If your property is connected to our wastewater system, we will supply you with wastewater services to meet your reasonable needs for the discharge of domestic wastewater except:”

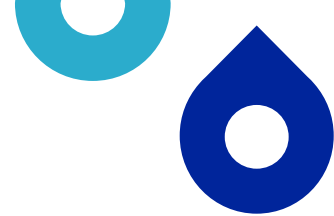
As in 3.1 above, we do not consider it appropriate to refer to an “authorised connection”.

Furthermore, we propose using our original phrasing “domestic wastewater” rather than specifying “residential property” as there are small businesses that operate in offices/mixed-use buildings that are not trade waste customers and whose discharge is similar to that of a residential property, i.e., kitchen/toilet facilities. For example, accountants, etc. We would also like to prevent any loopholes for industrial discharge via residential properties. We should keep the language consistent with



our pricing determination, which mentions a “domestic equivalent”.

<p>5.4 Concessions</p> <p>“(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.”</p>	<p>4.4 Concessions</p> <p>“If you are eligible for the concession, we will ensure that it is granted from the commencement of the next charging period after your application for a concession was lodged.”</p>	<p>Sydney Water implements the available concessions on behalf of NSW Treasury. Changing the concession status of a customer mid-billing period would require major changes to our SAP billing system at a significant cost for Sydney Water. This would notably increase our Community Service Obligation and may not be supported by NSW Treasury. Additionally, customers who become eligible for the pensioner concession mid-billing cycle should not receive it for the full billing period. We will ensure that it is applied from the following billing cycle.</p>
<p>6 What you can do if you are unable to pay your bill</p> <p>6.1 Payment difficulties and assistance options(Whole clause)</p>	<p>5 What can I do if I am unable to pay my bill?</p> <p>5.1 Payment difficulties and assistance options for all customers (Whole clause)</p>	<p>It is important that we name our customer types to indicate the types of support available to each. This applies here and in other sections of the Customer Contract. For example:</p> <ul style="list-style-type: none"> • Payment Assistance Scheme (PAS) available to customers and private residential tenants only • Payment plans available to customers only
<p>7.2 Notice of restriction or disconnection for non-payment</p> <p>“(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.</p> <p>(2) The reminder notice will advise you:</p> <p>(b) that payment is due within 5 business days of issue...</p> <p>(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.”</p> <p>7.6 Restoration of services</p>	<p>6.2 Notice of restriction or disconnection of supply of water for non-payment by customers</p> <p>“If you fail to pay your bill by the due date, we will send you a reminder notice. The reminder notice will:</p> <p>- state that payment is immediately due...</p> <p>If you fail to comply with the reminder notice, we will send you a restriction or disconnection notice...”</p> <p>We proposed removing</p>	<p>Our system would require change to allow the reminder due date to be five days and would have a cost implication for Sydney Water to implement. This would impact on the next dunning notice i.e., Restriction notice. The reminder notice currently advises that payment is due immediately. This change would also impact our cashflow and financial position of the organisation.</p> <p>With respect to the phrase 'Recent payment history,' this would require system changes, and we would need to build in determinations for what the criteria for 'good' or 'bad' payment history would be. We do not support the change, nor do we see this as being a customer friendly approach.</p> <p>We note that we do not disconnect wastewater services for non-payment, as we do for water. If we do disconnect a wastewater service, it is usually permanent because a customer has a non-compliant service or a serious defect causing a great hazard to our systems that they have not rectified, even with a significant portion of time given to do</p>



	reference to restoration of wastewater services	so. An example of how we would disconnect might be that we would insert a “patch” into our wastewater main, which comprises a fibreglass sleeve that is inserted into the main, and sets hard against the edges of the main, effectively cutting off the pipe that had an opening for the defective service, and repairing the condition of our asset. It is not the same as with water where we are supplying something that we can essentially “turn off” and “turn on” easily. As such, we would like to propose to remove the reference to restoration of wastewater services in this clause.
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<p>8.1 Diagrams</p> <p>Old diagrams</p>	<p>8.3 System diagrams</p> <p>New diagrams</p>	<p>We reviewed and refined our current diagrams to better clarify the delineation between Sydney Water’s and the property owner’s responsibility (based on feedback from customers) for:</p> <ul style="list-style-type: none"> • Drinking water systems • Recycled water systems • Gravity wastewater systems • Pressure sewerage systems – Sydney Water owned equipment • Pressure sewerage systems – privately owned equipment • Vacuum wastewater systems <p>We also had a new diagram designed for pressure sewerage systems with multiple property connections. This was designed for customers in areas like Bingara Gorge whose systems we have acquired but were not built to our usual standards or requirements. These diagrams were all left out.</p>
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<p>8.3 Your responsibilities regarding your water system</p> <p>“(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.”</p> <p>“(3) You should contact us through the Contact Centre if you:</p> <p>(a) have any questions about the repair and maintenance responsibilities for your water system, or</p> <p>(b) do not know where your connection point to our water infrastructure is. We will provide you with a diagram.”</p>	<p>8.1 Water pipes</p> <p>As a property owner, you own and are responsible for maintaining all water pipes and fittings between the point of connection to our water system, and the buildings and/or taps on your property. This is referred to as your water system and may extend beyond the boundary of your property. Your responsibility includes maintaining your water system and obtaining any necessary legal rights for your water system that traverses any other private property. You are also responsible for any damage caused by a failure of your water system. If you do not know where our water system is, you should contact us for information on where to obtain a diagram.</p>	<p>Customers do not maintain the devices that are within the meter – if there is something wrong with the meter, it should be reported to us to investigate.</p> <p>We do not provide customers with diagrams of their own water system as we do not have or store this information. If a customer needs a diagram to identify the location of Sydney Water’s water pipes, customers can purchase these.</p> <p>It is important to include the customer’s ownership of the pipework from their property to our watermain, as this has been a point of misunderstanding for many customers who, until they contacted us, thought that all pipes that lie in the ground beyond their property boundary are owned by Sydney Water.</p>
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8.4 Our responsibilities regarding your water system

8.1 Water pipes

This information sits under our section 8.1 Water pipes. The investigation and repairs IPART describe are outlining our mains to meter courtesy service, which is not indicative of Sydney Water’s responsibility for maintenance.

Extended private services need to be included as an exclusion to this courtesy service.

We consider the following point to be important to include:

“You assign to us any and all of your rights to recover our costs from the person(s) responsible for the failure of your water system.”

8.6 Your responsibilities regarding your wastewater system

“(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.”

8.2 Wastewater pipes

“As a property owner, you own and are responsible for maintaining all wastewater pipes and fittings from your property, to and including the point of connection with our wastewater system. This also includes your privately-owned pressure sewerage equipment. This is referred to as your wastewater system and 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.”

Customers should not be contacting Sydney Water in the first instance with questions about repair/maintenance of private assets – they should call a licenced plumber.

If customers need diagrams, they can be advised where they can purchase one, we do not provide them on request.

It needs to be clear that the property owner also owns the private pipework from the property up to and including their connection to our system. Similarly to water systems, not all owners understand that their responsibility may extend beyond their property boundary and goes up to and including their connection to our main.

12.2 (9-11) Uncontrolled wastewater overflows

“(9) If you experience an uncontrolled wastewater overflow on your property due to a failure of our wastewater infrastructure...

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)...”

7.2.4 Wastewater overflow

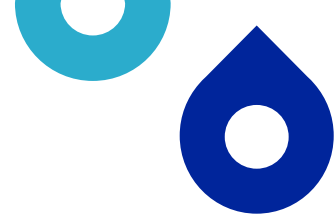
“If you experience a wastewater overflow on your property due to a failure of our wastewater system...”

“Uncontrolled wastewater overflow” and “shaft breaks” are words used in Hunter Water’s *Customer Contract* and are not in our vocabulary. This clause refers only to wastewater overflows from failed Sydney Water assets, not private assets, such as inspection openings.²⁹

IPART defines an uncontrolled wastewater overflow as: “a wastewater overflow occurring in dry weather that is not a controlled wastewater overflow.”

This definition excludes customers who experience wastewater overflows in wet weather (that is not a declared wet weather event by the NSW Government). If a customer in Sydney Water’s area of operations experiences a wastewater overflow on their property during wet weather,

²⁹ We believe this is what Hunter Water means when they refer to “shaft breaks”. See eg <https://www.hunterwater.com.au/home-and-business/information-for-homes/your-sewer-service/sewer-blockages>.



as a result of a failure in our wastewater system, a rebate is applicable in that instance.

Throughout the Customer Contract: “Contact us via the Contact Centre.”	Throughout the Customer Contract: “Contact us.”	We would prefer not to name the Contact Centre specifically because this name may change, and because not all complaint or enquiry types go through the Contact Centre. For example, calls about service faults go through our Customer Hub. If a customer receives notification about a tree that needs to be removed, it will have a contact person on the letter and the customer should liaise directly with the person on the letter.
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5.1.7.2 Making the Customer Contract available to customers

We support the requirement for Sydney Water to make a copy of the Customer Contract publicly available on our website and by request.

With respect to providing information, similar to our response to the policies obligations above, we note that any updates to our Customer Contract can be made available immediately on our website, however communicating this change to our customers, can only occur via our newsletters Waterwrap (residential customers) and Business Update (business customers) which are sent quarterly with customer’s bills. A separate mailout to supply customers with a copy of the new Customer Contract would result in a significant cost increase. We consider that the cost to produce, print and post hard copies of such a sizeable document largely outweighs any perceived benefits of doing so, especially considering the size of the document. As online participation and registrations for email communications continue to grow and mature, Sydney Water can potentially explore proactive notifications about policy changes, which would be efficient and cost-effective.

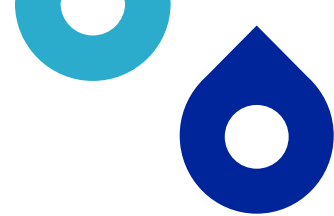
5.1.7.3 Protecting consumers (including tenants)

IPART has recommended retaining the current operating licence conditions that extend protections under the Customer Contract to consumers as though they were customers. It also proposed the following six clauses of the Customer Contract to apply to consumers, namely:

- Clause 2.2 – Who is covered by this contract?
- Clause 2.4 – When does this Customer Contract commence?
- Clause 7.2(8) and (9) – Notice of restriction or disconnection of supply of water for non-payment – when Sydney Water will not restrict or disconnect services
- Clause 12.3 – Forms of redress
- Clause 12.4 – Claim for monetary compensation
- Clause 14 – Who should I contact

IPART has also recommended including a new operating licence condition requiring Sydney Water to prepare a document specifically for consumers which sets out their rights.

We support the inclusion of consumers under the protection of these six Customer Contract clauses, however we do not support preparing a separate document specifically for consumers. We have set out our proposed change to IPART’s draft licence clause 22 in more detail in Appendix A.



Sydney Water considers consumers, particularly tenants, as an important part of our customer base. For this reason, we have a designated page on our website,³⁰ where tenants can access information about:

- their rights and responsibilities
- support options (including financial assistance)
- how to register for outage alerts, and
- other general information.

We consider this to be an effective way to communicate with this part of our customer base with whom we do not have a direct billing relationship and/or visibility of where they reside.

5.1.7.4 Communicating customers' and consumers' rights under the Customer Contract

We support retaining the current licence requirements and remain committed to providing up to date information to our customers and consumers. However, we would like to request some changes to the communications obligation under this clause.

We propose removing 'and consumers' from clause 23 – Providing information to Customers and Consumers and adding communications obligations specifically for clause 22 - Consumers. Historically, clause 23 lists obligations for providing information to customers only.

We do not have accurate data regarding tenanted properties. We have made assumptions in the past based on the property address not matching the billing address or where a managing agent is recorded in the billing address.

As such, we cannot meet the obligations under draft clause 23.2.c for the consumers in our customer base who are tenants: "at least once each calendar year using the method chosen by the Customer to receive their Bill, notify all residential Customers that the communication(s) is Publicly Available." Our proposed changes to IPART's draft licence clauses 22 and 23 are set out in more detail in Appendix A.

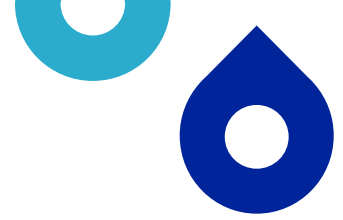
As discussed in previous clauses, any updates to our Customer Contract can be made available immediately on our website, however communicating this change to our customers can only occur via our newsletters Waterwrap (residential customers) and Business Update (business customers) which are sent quarterly with customer's bills. A separate mailout to inform customers of policy changes would result in a significant cost increase. Therefore we believe the cost to produce, print and post paper notifications largely outweighs any perceived benefits of doing so. As online participation and registrations for email communications continue to grow and mature, Sydney Water can potentially explore proactive notifications about policy changes, which would be efficient and cost-effective.

At this time, we propose the following changes to the communication requirement to this clause, as set out in Table 13.

Table 13 Sydney Water's proposed wording for providing information to Customers and Consumers

IPART draft clause wording	Our proposed new clause wording
23 Providing information to Customers and Consumers 2) Sydney Water must: b) update the communication(s) to reflect any variations to the Customer Contract or the document referred to in clause 22(2) within 10 business days of the variations taking effect.	23 Providing information to Customers and Consumers 2) Sydney Water must: b) update the communication(s) to reflect any variations to the Customer Contract or the document referred to in clause 22(2) within 10 business days of the variations taking effect. This communication can be provided in the next billing cycle after the 10-business day period.

³⁰ Sydney Water 2024, *Renting*, accessed 1 February, <https://www.sydneywater.com.au/your-home/moving-renovating-building/renting.html>.



As noted in our response to IPART's Issues Paper, we also intend to cease distribution of the Customer Contract in brief (summary) during the new Operating Licence period.

This was in response to feedback we've received from our customers during Phase 2 of the 'Our Water, Our Voice' engagement program where the majority of customers (66%) don't recall either receiving or reading Waterwrap, Business Update or the Customer Contract.

We will continue to print and post the quarterly newsletters as well as communicate via email to those customers who have opted for electronic bills and the new My Account portal. However, for the Customer Contract in brief (summary), customers said they were comfortable accessing this information online and were generally supportive of Sydney Water ceasing postal distribution.

5.1.8 Reporting for vulnerable customers and customer protections

IPART has sought feedback on the following new reporting obligations for vulnerable customers and customer protections:

- any systemic problems arising from customer and consumer complaints and Sydney Water's performance with managing these complaints, including any actions taken to resolve them
- the number of complaints received from customers and consumers
- the number of customers experiencing family violence
- the number of customers on payment assistance programs
- the number of customers experiencing payment difficulties and the intersection with those experiencing payment difficulty and family violence
- the number of customers that have had their services restricted as a consequence of non-payment
- the number of complaints received from customers and consumers
- the average time taken for Sydney Water to resolve complaints
- any systemic problems arising from customer and consumer complaints and its performance with managing these complaints • any actions that Sydney Water has taken to resolve these complaints
- the number of customers affected by family violence
- the number of customers on payment assistance programs
- the number of customers on payment assistance programs who are also affected by family violence and also on payment assistance programs
- the number of customers that have had their services restricted of nonpayment

We support IPART's proposed reporting obligations on vulnerable customers and customer protections, however we question the need for further reporting requirements for complaints, customers affected by family violence and payment assistance programs as they are currently required under existing legislation or the National Water Initiative (NWI) Indicators Report.

Currently, the Sydney Water Act requires us to report 'the extent and main features of consumer complaints, indicating any services improved or changed as a result of complaints or consumer suggestions made'. This information is included in our Annual Report and available on our website. However, if the requirement is to remain in the Operating Licence as well, we suggest a more appropriate reporting metric for complaint performance is 'complaints resolved as Sydney Water's responsibility' (this is aligned to what is reported in NWI Indicators Report). Currently, about 30% of complaints received are resolved as 'not Sydney Water's responsibility' and can include issues with a customer's private water or wastewater system or complaints that other providers (such as council) are responsible for resolving. Reporting 'all' complaints received does not accurately portray the number of complaints that are under Sydney Water's control or responsibility to resolve. Further details are provided in the table below. It should be noted that some data requested about the number of customers identifying as affected by family violence needs to be maintained in a manual format. Currently, there is no flag or category available in our Customer Relationship Management (CRM) system to provide automated reporting (this is for privacy reasons); notes are maintained on file for each customer and data on the number of customers in this category is maintained in a spreadsheet. A cost benefit and risk analysis on the introduction of an automated reporting process and flags in our CRM system has not been conducted.

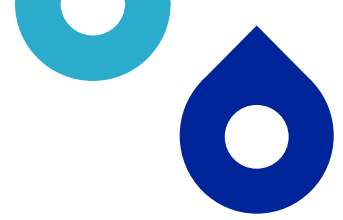


Table 14 Sydney Water’s proposed reporting metrics for vulnerable customers and customer protections

IPART proposed metric	Sydney Water proposed metric	Rationale
1. Number of Complaints received from Customers and Consumers	Number of Complaints resolved as Sydney Water responsibility	<p>Reporting complaints received does not accurately portray the number of complaints that are under Sydney Water’s control. For example, we receive a significant number of water quality complaints per year and upon investigation they are attributable to issues with the customer’s private plumbing or hot water service. These are categorised as ‘customer responsibility’ upon resolution.</p> <p>Complaint reporting exists in the Sydney Water Annual Report and NWI indicators report – we consider this is a duplication of existing reporting</p>
2. Average time taken for Sydney Water to resolve complaints		<p>Data is available however we would like to understand the application of this data. At Sydney Water, complaints are closed when a resolution actions are completed. For some complex complaints where infrastructure works are required, these can remain open for lengthy periods and this may subsequently skew results.</p>
3. Any systemic problems arising from Customer and Consumer Complaints and Sydney Water’s performance with managing these Complaints	Duplication of existing reporting	Exists in the Sydney Water Annual Report – we consider this is a duplication of existing reporting
4. Any actions that Sydney Water has taken to resolve Customer and Consumer complaints	This metric should be removed	Too broad and any systemic issues identified and actions to rectify will be included in item 3 above
5. Number of Customers affected by Family Violence	Should be removed	We do not ask customers this level of detail unless they are seeking assistance from us and do not have a mechanism to report across our entire customer base (however, see item 7 below)
6. Number of Customers on payment assistance programs	Duplication of existing reporting	Exists in the Sydney Water Annual Report and NWI indicators – we consider this is a duplication of existing reporting
7. Number of Customers on payment assistance programs who are also affected by Family Violence	Number of customers on payment assistance programs who have identified as affected by Family Violence	This information is only collected if a customer self identifies to us
8. Number of Customers that have had their Services restricted because of non-payment	Duplication of existing reporting	Duplication of data collected for NWI indicators



5.2 Consulting with customers

5.2.1 Consulting customers through the Customer and Community Reference Group

IPART has proposed to:

- retain requirements for Sydney Water to maintain and consult with a Customer and Community Reference Group (previously Customer Council)
- allow Sydney Water to have more than one Customer and Community Reference Group, and
- remove prescriptive requirements in the operating licence originally intended to support the then-Customer Council's operations.

We support IPART's proposed licence requirements and remain committed to maintaining and regularly consulting with the Customer and Community Reference Group (previously Customer Council). These changes will ensure the currency of our requirements for the upcoming licence term, while also providing flexibility and ensuring our licence is focussed on outcomes, rather than prescription.

5.2.2 Consulting customers through other avenues

IPART has also proposed to extend requirements for Sydney Water to undertake consultation (outside of its Customer and Community Reference Group) not only with customers, but also consumers on preferences and willingness to pay for Sydney Water's service levels.

IPART has also proposed to introduce additional requirements for Sydney Water to engage with both customers and consumers on:

- understanding how Sydney Water's systems and processes can better support more effective, direct relationships with consumers (including residential tenants)
- hearing feedback and perspectives on the OL, including the Customer Contract, in the lead up to an end-of-term OL review

We support IPART's proposed requirements and remain committed to our customer engagement processes as a critical element of ensuring our business is customer-centric. We also support extending consultation to the whole community, not just our customers.

We note that throughout the 'Our Water, Our Voice' customer engagement program, we have sought to take a broad engagement approach with our customers and the community. To date, we have collectively engaged with more than 10,000 individual customers and consumers, covering a diverse group of owners, tenants, and other users of our products and services.³¹

³¹ Sydney Water 2022, *Our Water, Our Voice Customer Engagement Strategy*, <https://www.sydneywater.com.au/content/dam/sydneywater/documents/Our-Water-Our-Voice-Customer-Engagement-strategy.pdf>.



6. Critical infrastructure security

6.1 Cyber security management system

IPART has recommended retaining the current operating licence requirements to maintain and implement a cyber security management system (CSMS) and to retire these requirements when section 8(4) of the *Security of Critical Infrastructure (Critical infrastructure risk management program) Rules (LIN23/006) 2023* (Cth) (CIRMP Rules) comes into operation on 18 August 2024 or another date approved by IPART in writing.

We fully support IPART's draft recommendation and consider that this will better reflect the role of the amended SOCI Act as the primary regulatory instrument governing the critical infrastructure security obligations of 'responsible entities'. IPART's draft recommendation will further ensure that there is no gap in compliance, while avoiding unnecessary duplication with our Critical Infrastructure Risk Management Program (CIRMP) obligations under the amended SOCI Act.

IPART has also clarified that it expects Sydney Water to continue to report on its compliance with this licence requirement from 1 July 2024 to 18 August 2024 and that any audit in respect of 2024-25 will be restricted to this 7-week period. IPART, however, does not expect Sydney Water to audit its CSMS within the short time period from when the operating licence commences on 1 July 2024 to 18 August 2024.

We support this approach and consider it to be reasonable and appropriate for the short interim period, where we will transition from our CSMS licence requirements to our CIRMP obligations under the amended SOCI Act.

6.2 Responsibility for implementation

We support IPART's draft recommendation to retain the current operating licence condition requiring Sydney Water to have a critical infrastructure compliance manager (CICM) responsible for implementing the CSMS and to retire this requirement on 18 August 2024 or another date approved by IPART in writing.

As above, we consider that IPART's draft recommendation will ensure that there is no gap in compliance, while avoiding unnecessary duplication with our Critical Infrastructure Risk Management Program (CIRMP) obligations under the amended SOCI Act.

We further support and welcome IPART's clarifications regarding its expectations for Sydney Water's compliance with these licence conditions from 1 July 2024 to 18 August 2024 and the scope of any audit in respect of 2024-25 being restricted to this 7-week period only.

6.3 Security clearances

We support IPART's draft recommendation to require Sydney Water to have select staff hold national security clearances, until section 8(4) of the CIRMP Rules come into operation on 18 August 2024 or another date approved by IPART in writing.

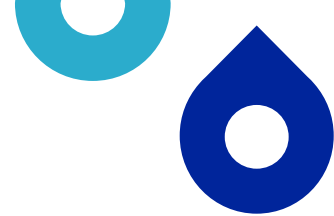
We further support and welcome IPART's clarifications regarding its expectations for Sydney Water's compliance with these licence conditions from 1 July 2024 to 18 August 2024 and the scope of any audit in respect of 2024-25 being restricted to this 7-week period only.

As noted in our response to IPART's Issues Paper, our approach following the 18 August 2024 will be to retire some NV1 clearances and maintain only those NV1 clearances for our Chief Security Officer (CSO) and/or for the person responsible for CIRMP maintenance for the remainder of the 10-year period. We are in the process of ensuring our compliance with the requirements for background checks under the CIRMP rules on 18 August 2023.

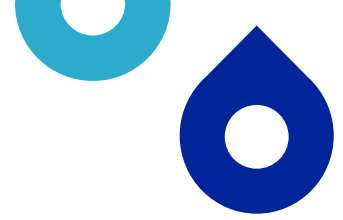
6.4 Reporting

As discussed in Section 6.1 above, we fully support IPART's proposed removal of the current requirements of the *2019-2024 Reporting Manual* to provide a cyber security audit report to IPART and the Commonwealth Representative.

We agree with IPART that there is limited value in requiring a cyber security report for the short interim period between 1 July 2024 to 18 August 2024, during which we will transition from our CSMS licence requirements to our CIRMP obligations under the amended SOCI Act. In particular, the amended SOCI Act requires Sydney Water to provide to the Commonwealth Government an



annual report (ie a written attestation) relating to the performance of our extant critical infrastructure risk management program (CIRMP) within 90 days of the end of each financial year. Our first annual report is due to Commonwealth Government by 1 September 2024, within the first few weeks of when our new Operating Licence will begin.



7. Stakeholder cooperation and competition

7.1 Stakeholder cooperation

7.1.1 Memoranda of Understanding with the Water Administration Ministerial Corporation, NSW Health and the EPA

IPART has recommended to require Sydney Water to maintain memoranda of understanding with WAMC, NSW Health and EPA, and to additionally require Sydney Water to use best endeavours to comply with these MoUs.

In general, we consider that a requirement to comply with these MoUs goes beyond the requirements of the *Sydney Water Act 1994* (NSW), which requires Sydney Water to "enter into a memorandum of understanding with each of the regulatory agencies".³² It is also generally inconsistent with the purposes of an MoU, which is to form the basis for a cooperative relationship between the parties.

We acknowledge that IPART has balanced the requirement to comply, with additional 'best endeavours' wording. While we accept IPART's draft recommendations and understand IPART's reasoning, we would like to make a number of comments regarding these MoUs.

We are committed to our MoUs with WAMC, NSW Health and EPA and approach all these MoUs as requirements that we need to meet. We would not agree to provisions in an MoU without a serious intention to comply with them. Although IPART has stated there is no increased burden on Sydney Water from its proposed requirements, we note that there is additional record keeping and administrative effort required to demonstrate compliance with a 'best endeavours' requirement, and this must be resourced by Sydney Water.

We also note DPE's commitment, as reflected in IPART's Discussion Paper, to revise and update the MOU between WAMC and Sydney Water. Now that machinery of government changes have been put in place, we will work with the new Department of Climate Change, Energy, Environment and Water (DCCEEW) to maintain the MOU and update it so it reflects the current policy and regulatory environment.

7.1.2 Memorandum of Understanding with Fire & Rescue NSW (FRNSW)

IPART has recommended including licence requirements for Sydney Water to use our best endeavours to maintain and comply with an MoU with FRNSW, and to additionally provide water pressure and flow rate information at all fire hydrants in our water supply network to FRNSW within specified timeframes.

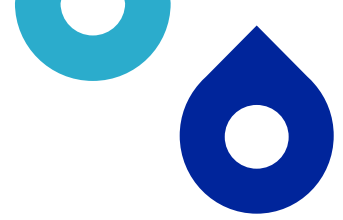
We remain committed to using our best endeavours to maintain and comply with an MoU with FRNSW and support IPART's draft recommendation to retain our current licence requirement to do so.

We further accept IPART's draft recommendation to include licence requirements for Sydney Water to provide water pressure and flow rate information at all fire hydrants in our water supply network to FRNSW, but would like to seek some changes to better align with the timeframes and targets under our refreshed program to rebuild our hydraulic models to include fire hydrants and requirements associated with FRNSW request.

In particular, we would like to propose:

- Replacing the reference to 'fire hydrants' to 'models' for the purposes of clause 13(2). In previous discussions with IPART and FRNSW, we noted that we were working to update all of our existing hydraulic models to include fire hydrants, which had not previously been a required part of hydraulic model builds. As our workplan and resourcing are based around completing updates to hydraulic models rather than completing a certain number of hydrants, we would like to propose being required to provide the water pressure and flow rate information by models rather than hydrants in the licence (eg 100% of models by 30

³² See *Sydney Water Act 1994* (NSW), s 35.



June 2028). We note that hydrant numbers will generally vary from model to model, depending on the system size and concentration of hydrants.

- Amending the percentile targets for the provision of information to FRNSW in the first few years of the licence term to account for initial planning, funding and training involved in the program. As mentioned in our response to IPART's Issues Paper, we will be submitting the program as a line item in our next price proposal to IPART later this year in September 2024.³³ Assuming this is approved by IPART, we will then prepare a business case to secure funding and resourcing and training up specialist resources over the first year. As such, we would like to seek a lower target for the provision of information to FRNSW in the first year of the licence term, with a commensurate increase in the following two years to ensure delivery of all models by the end of the licence term as below:
 - 30% of models in our network by 30 June 2025;
 - 65% of models in our network by 30 June 2026;
 - 85% of models in our network by 30 June 2027; and
 - 100% of models in our network by 30 June 2028.
- Removing the spatial requirements in IPART's proposed sub-clauses 31(1)(f) and (g) of the draft OL. We wish to clarify that the spatial operational assets data we provide FRNSW on a monthly basis has both types of coordinates inherent in the data and that there is no need to specify these requirements. We understand that FRNSW has a GIS team who can automate this using Feature Manipulation Engine (FME) and then put it into a format they can use in their systems.
- Removing IPART's proposed requirement for Sydney Water to review and update the water pressure and flow rate information provided to FRNSW covering 40% of fire hydrants at 30 June 2025 and 60% of hydrants at 30 June 2026, by 30 June 2028. While we are happy to review and update this information and understand IPART's and FRNSW's desire to have the latest information to enable better decision-making, our team is currently fully resourced to update our hydraulic models so that we can provide all water pressure and flow rate information to IPART and FRNSW by IPART's proposed timeframes over the next 5 years. This means it will be difficult to conduct any additional work to review and update past information provided, while we are still completing updates to the remaining hydraulic models. Finding additional modelling resources, including external consultants, to conduct a review and update is unlikely given the niche and labour-intensive nature of the work and that even specialist resources require 1 to 2 years of training. We would like to propose to conduct a review and update of all the information provided in a future licence period.

Table 15 provides our proposed wording for our licence clauses regarding the information to be provided to FRNSW.

Finally, we note that IPART has proposed not to include licence requirements to provide open access to Sydney Water's network performance data. We support IPART's decision and agree that this matter does not need to be regulated by the operating licence. We also agree that it is not appropriate to require Sydney Water to provide this information free of cost, with the cost ultimately being borne by our customers.

While we understand FRNSW's concerns and desire for more coordinated and integrated planning, our network performance data is confidential and commercially sensitive. There are significant risks with providing open access to our data, particularly as a critical infrastructure provider.

We note that there may also potentially be legal implications to Sydney Water from providing open access to our data, which would need to be considered. Currently, developers may access some of this information, when they seek Sydney Water's advice of what is required for connection through our Fire Flow Enquiries program. There are legal disclaimers built into the process to limit our liability for decisions made from the data.

³³ Sydney Water 2023, *Sydney Water Response to IPART's Issues Paper*, September, https://www.ipart.nsw.gov.au/sites/default/files/cm9_documents/Sydney-Water-Operating-Licence-Review-2023-24-Response-to-IPART-Issues-Paper-September-2023.PDF, p. 105.

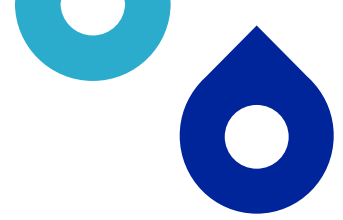
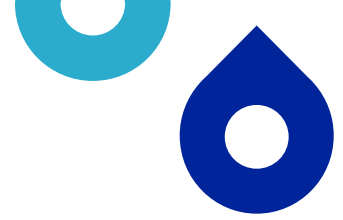


Table 15 Sydney Water's proposed wording for information to be provided to FRNSW

IPART draft clause wording	Our proposed new clause wording
<p>31 Information to be provided to FRNSW</p> <p>1) Sydney Water must, in accordance with this clause 31, provide the following information to FRNSW about fire hydrants in its water supply network:</p> <ul style="list-style-type: none">a) hydrant ID,b) model name,c) watermain size, date and type,d) water supply zone,e) land zoning,f) coordinate (easting/northing),g) Map Grid of Australia (MGA) coordinate (x, y), andh) Fire flow (litres per second) at 95 percentile / 4 m head of pressure. <p>2) Sydney Water must provide the information in clause 31(1) about:</p> <ul style="list-style-type: none">a) 40% of fire hydrants in its network by:<ul style="list-style-type: none">i) 30 June 2025, orii) another date nominated by Sydney Water and approved by IPART in writing,b) 60% of fire hydrants in its network by:<ul style="list-style-type: none">i) 30 June 2026, orii) another date nominated by Sydney Water and approved by IPART in writing,c) 80% of fire hydrants in its network by:<ul style="list-style-type: none">i) 30 June 2027, orii) another date nominated by Sydney Water and approved by IPART in writing,d) 100% of fire hydrants in its network by:<ul style="list-style-type: none">i) 30 June 2028, orii) another date nominated by Sydney Water and approved by IPART in writing. <p>3) Sydney Water must:</p> <ul style="list-style-type: none">a) use its best endeavours to agree with FRNSW on:<ul style="list-style-type: none">i) a list of fire hydrants or areas that Sydney Water will prioritise when providing the information in clause 31(1), andii) the data type and format to provide the information,b) prioritise providing the information in clause 31(1) for the fire hydrants or areas agreed with FRNSW,c) provide the information in the data type and format agreed with FRNSW, andd) review and update the information provided to FRNSW under clause 31(2)(a) and 31(2)(b) at least once before:<ul style="list-style-type: none">i) 30 June 2028, orii) another date nominated by Sydney Water and approved by IPART in writing.	<p>31 Information to be provided to FRNSW</p> <p>1) Sydney Water must, in accordance with this clause 31, provide the following information to FRNSW about fire hydrants in its water supply network:</p> <ul style="list-style-type: none">a) hydrant ID,b) model name,c) watermain size, date and type,d) water supply zone,e) land zoning, andf) coordinate (easting/northing),g) Map Grid of Australia (MGA) coordinate (x, y), andh) Fire flow (litres per second) at 95 percentile / 4 m head of pressure. <p>2) Sydney Water must provide the information in clause 31(1) about:</p> <ul style="list-style-type: none">a) 30% 40% of models fire hydrants in its network by:<ul style="list-style-type: none">i) 30 June 2025, orii) another date nominated by Sydney Water and approved by IPART in writing,b) 65% 60% of models fire hydrants in its network by:<ul style="list-style-type: none">i) 30 June 2026, orii) another date nominated by Sydney Water and approved by IPART in writing,c) 85% 80% of models fire hydrants in its network by:<ul style="list-style-type: none">i) 30 June 2027, orii) another date nominated by Sydney Water and approved by IPART in writing,d) 100% of models fire hydrants in its network by:<ul style="list-style-type: none">i) 30 June 2028, orii) another date nominated by Sydney Water and approved by IPART in writing. <p>3) Sydney Water must:</p> <ul style="list-style-type: none">a) use its best endeavours to agree with FRNSW on:<ul style="list-style-type: none">i) a list of fire hydrants or areas that Sydney Water will prioritise when providing the information in clause 31(1), andii) the data type and format to provide the information,b) prioritise providing the information in clause 31(1) for the fire hydrants or areas agreed with FRNSW, andc) provide the information in the data type and format agreed with FRNSW, andd) review and update the information provided to FRNSW under clause 31(2)(a) and 31(2)(b) at least once before:<ul style="list-style-type: none">i) 30 June 2028, orii) another date nominated by Sydney Water and approved by IPART in writing.



7.2 Information and services to competitors

7.2.1 Engaging with WIC Act licensees

We support IPART's draft recommendation to retain the current operating licence obligations for Sydney Water to:

- provide services to licensees under the WIC Act and not hinder competition,
- negotiate with WIC Act licensees (and other potential competitors) in good faith, and
- use our best endeavours to cooperate with WIC Act licensees seeking to establish a code of conduct.

We consider that the definition of "services" for the purposes of these clauses, which is in turn provided by clause 10 of IPART's Draft *Operating Licence*, sufficiently covers activities such as the extraction of wastewater from our wastewater systems and the treatment and use of that wastewater as recycled water.

We also support IPART's draft recommendation to remove the current operating licence condition relating to an Industry Code of Conduct, as this concept is now longer used in the amended WIC Act or WIC Regulation..

7.2.2 Publishing servicing information to competitors

We support IPART's draft recommendation to modify the current licence requirement to publish servicing information for competitors, so that we are only required to publish servicing information that is not already provided in Developer Servicing Plans.

This will provide greater flexibility in how we meet the requirements to publish servicing information, especially with the re-introduction of infrastructure contributions.



8. Administration

8.1 Licence objectives

We support the requirement in the objectives of the licence for Sydney Water to conduct activities in a manner that is:

- resilient, reliable and sustainable
- considers the impacts of climate change, and
- considers equity within and between generations.

However, we consider it would be reasonable to also retain the existing clause that identifies that the licence sets efficient and effective terms and conditions that require Sydney Water to provide services in a way that “supports its principal objectives under the Act to protect public health and the environment”.

8.2 Licence term

We support IPART setting a 4-year licence term from 1 July 2024. This will allow for a 2-year gap between licensing and price reviews in future, once we revert to 5-year licence terms after the 2024-28 Operating Licence. A two-year gap will help to ensure that any new licence requirements can be effectively budgeted for and included in our next price proposal, and to smooth resourcing impacts associated with the reviews.

8.3 Requirements to comply with IPART pricing determinations

IPART has proposed to introduce a new pricing clause clarifying that Sydney Water can charge prices below those determined by IPART with approval from the Treasurer, or in line with concessions provided for in the Customer Contract.

We support IPART’s proposal in principle, even though it appears to be partly duplicative of section 4 of the *IPART Act 1992* (NSW).

8.4 Operational audits

We support IPART’s proposal to clarify in our licence that activities undertaken as part of an operational audit can be carried out remotely, either with IPART’s approval, or where State or Commonwealth Government restrictions prohibit access to works, premises or offices, or limit the movement of people.

8.5 Reporting and providing information

We support IPART retaining the current operating licence condition to comply with the Reporting Manual to ensure that Sydney Water meets its reporting requirements and provide information for performance reporting.

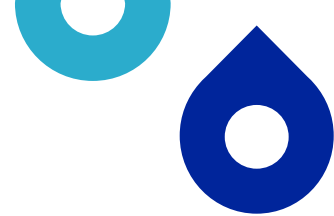
8.6 Environmental Performance Indicators

In general, we support IPART’s recommendation to require Sydney Water to compile indicators on the direct impact of Sydney Water’s impact on the environment. This is a requirement of the *Sydney Water Act 1994* (NSW), and we know from extensive customer engagement that Environmental Protection is a key priority for our customers.

Our Annual Environmental Performance Report, which includes the Environmental Indicators Performance Report we currently submit to IPART each year on 1 October, provides an overview of our environmental performance and plays an important role ensuring we remain accountable and transparent to our customers and regulators in this area.

IPART has additionally recommended amending the current operating licence condition on Environmental Performance Indicator reporting to enable Sydney Water to compile and report on environmental indicators prescribed in the Reporting Manual but not restrict Sydney Water to only these indicators.

While we understand that IPART has sought to provide us with more flexibility in this area, we would still like to propose to remove the reference in IPART’s proposed licence condition to the defined environmental indicators within the Reporting Manual and to work



with IPART and other stakeholders to improve our environmental reporting and facilitate the streamlining of reporting, where possible.

As noted in our response to IPART's Issues Paper,³⁴ we believe that the current indicators could be refined so that they are more contemporary and reflective of our environmental aspirations and are not duplicative with other reporting. We note that the EPA has already provided in-principle verbal support for our proposed approach. The EPA indicated that it had no objection to Sydney Water proposing more meaningful environmental indicators as part of our reporting obligations under the *Sydney Water Act 1994* (NSW).

Some of the disadvantages of the current indicators include:

- Some indicators are not adding value or do not align with our current strategic objectives, goals and aspirations.
- Energy and emissions indicators are not aligned with current net zero carbon measures, and only represent a partial measure of the total emissions story. They do not look broadly at greenhouse gas emissions from operational activities, nor show progress to net zero, reduction in emissions or purchased green electricity. Energy efficiency is one aspect, but reduction in emissions is the end goal.
- Reporting of draft energy and emission indicator figures, given that the National Greenhouse and Energy Reporting (NGER) audit is finalised by the end of November (after submission of the Environmental Indicators report to IPART on 1 October). This requires us to submit an adjusted report every year. We would like to consider reporting on our own environmental indicators in a single report (i.e. the Annual Environmental Performance report) which is finalised by early March. Final and audited energy and emission indicators would then be reported removing the administrative burden in reporting on these twice. We note the NWI indicators would then be the only indicators that need to be reported to IPART by 1 October.
- Current wastewater overflow indicators are not meaningful and not comparable with other water utilities.
- Current biosolids indicator is not adding value and does not consider resource recovery/circular economy benefits.
- Currently, we are not able to easily adjust indicators and there is a formal and prolonged process, where changes need to be agreed by IPART and the EPA.


As such, we would like to propose to amend the wording of our clauses regarding the reporting of environmental indicators, as set out in Table 16 below.

Table 16 Sydney Water's proposed wording for reporting of environmental indicators

IPART draft clause wording	Our proposed new clause wording
<p>41 Reporting</p> <p>2) Sydney Water must:</p> <p>a) compile environment performance indicators of the direct impact on the environment of Sydney Water's activities. The performance indicators must be consistent with the performance indicators specified in the Reporting Manual with an indicator number starting with 'E'.</p>	<p>41 Reporting</p> <p>2) Sydney Water must:</p> <p>a) compile environment performance indicators of the direct impact on the environment of Sydney Water's activities. The performance indicators must be consistent with the performance indicators specified in the Reporting Manual with an indicator number starting with 'E'.</p>

In the event that IPART continues to retain its proposed clauses for the reporting of environmental indicators, we would like to request to retain the 1 October date for the Environmental Indicators Report as per the current Reporting Manual. We note that IPART's draft Reporting Manual provides an earlier date of 1 September each year, which is not feasible, when accounting for the time required for audits and reviews to take place.

³⁴ Sydney Water 2023, *Sydney Water Response to IPART's Issues Paper*, September, https://www.ipart.nsw.gov.au/sites/default/files/cm9_documents/Sydney-Water-Operating-Licence-Review-2023-24-Response-to-IPART-Issues-Paper-September-2023.PDF, pp. 114-118.



We look forward to continuing work with IPART, our customers and key stakeholders to further refine our public, integrated environmental reporting.

8.7 Licence authorisation

8.7.1 Authorisation for stormwater services

We support IPART's proposed changes to our licence authorisation clauses regarding stormwater services³⁵ and the expanded definition of stormwater drainage systems, as included in Part 11 of IPART's draft Operating Licence.³⁶ The new definition better reflects the contemporary understanding of the important role that stormwater systems play in protecting the environment. Modern stormwater systems not only protect people and property from flooding, but also protect the environment from polluted and/or excessive runoff to waterways. Importantly, it better articulates the types of assets that are required to provide the essential stormwater services, including the requirement to meet standards of service for quality and quantity of stormwater that's discharged the environment for existing and new developments.

The updated authorisation will support Sydney Water's expanded stormwater management role in Western Sydney. The benefits of more coordinated stormwater management in other parts of Sydney have been identified in a range of other government policy documents, strategies and independent reviews. For example, the updated authorisation is consistent with Action 3.3 and Action 3.4 of the GSWS, and consistent with the work the NSW Government is doing to update water quality objectives and implement the risk-based framework for considering waterway health outcomes.

8.8 Notice of licence amendments

IPART has proposed to remove existing clause 1.4.2, which requires the Minister to provide reasonable notice to Sydney Water of a proposed licence amendment so as to allow Sydney Water time to comply with the requirement. In IPART's view, the requirements under the *Sydney Water Act 1994* (NSW), including the tabling of amendments in Parliament to allow objections to be raised by Members of Parliament, provides sufficient notice.

We do not support IPART's draft recommendation. If the clause were to be removed, Sydney Water would not be on an equal footing with private water utilities who, under section 17 of the *Water Industry Competition Act 2006* (NSW), must be given reasonable opportunity to make submissions with respect to licence changes, and for the Minister to consider any such submissions before deciding. The existing clause 1.4.2 in our Licence essentially provides a similar right for Sydney Water, and there are no regulatory provisions that offer a similar opportunity to review potential licence changes should that clause be removed.

³⁵ IPART 2023, *Sydney Water Operating Licence Review 2023-24 Discussion Paper*, December, https://www.ipart.nsw.gov.au/sites/default/files/cm9_documents/Discussion-Paper-Sydney-Water-Operating-Licence-Review-December-2023.PDF, p. 172.

³⁶ IPART 2023, *Sydney Water Draft Operating Licence 2024-2028*, December, https://www.ipart.nsw.gov.au/sites/default/files/cm9_documents/Draft-Operating-Licence-Sydney-Water-Operating-Licence-Review-December-2023.PDF.



9. Other issues

9.1 Definitions and Interpretations

9.1.1 *Australian Drinking Water Guidelines and Australian Guidelines for Water Recycling*

Outside of the issues discussed above, we would like to propose a minor wording change for the definitions for ADWG and AGWR to allow for rolling updates of both guidelines.

As noted in our response to IPART's Issues Paper,³⁷ we consider that a change to include the wording 'as updated from time to time' in each definition of the ADWG and the AGWR would better reflect that:

- the ADWG is now updated and reviewed on a continuous basis, with changes published from time to time without a fixed frequency of review. Sydney Water must comply with the changes in a timeframe agreed with NSW Health.
- an update to the AGWR is expected in early part of the next Licence period.

We further note this change would bring our Operating Licence into line with Hunter Water's Operating Licence, where similar wording is included in the definitions of the ADWG and the AGWR (ie 'as amended or updated from time to time').³⁸

9.1.2 *Planned and unplanned interruptions*

We have noted our concerns regarding IPART's proposed definition of 'planned interruptions' and 'unplanned interruptions' for the draft Operating Licence in Section 2.5 above.

9.2 Reporting Manual

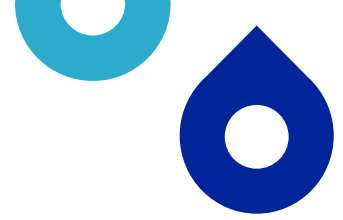
In addition to our proposed changes to IPART's draft reporting requirements discussed earlier in our response, we would like to seek the following changes to our Reporting Manual:

- In water quality reporting, IPART has proposed changes to clarify that Sydney Water must notify IPART and NSW Health at least 30 days before implementing any 'significant changes' to a water quality management system and also proposed additional detail on what constitutes a significant change.³⁹ We consider the current Reporting Manual requirements regarding 'significant changes' and annual report to be satisfactory and do not support IPART's proposed changes. We consider that our Memorandum of Understanding with NSW Health is a more suitable place for this detail and that the section titled Consultation and Provision of Information (clauses 8.10 - 8.18) is adequate to cover these requirements.

³⁷ Sydney Water 2023, *Sydney Water Response to IPART's Issues Paper*, September, https://www.ipart.nsw.gov.au/sites/default/files/cm9_documents/Sydney-Water-Operating-Licence-Review-2023-24-Response-to-IPART-Issues-Paper-September-2023.PDF.

³⁸ IPART 2022, *Hunter Water Operating Licence 2022-27*, <https://www.hunterwater.com.au/documents/assets/src/uploads/documents/Legislation-and-Governance/Operating-Licence-2022-2027.pdf>, p. 26.

³⁹ IPART 2023, *Sydney Water Draft Reporting Manual*, December, https://www.ipart.nsw.gov.au/sites/default/files/cm9_documents/Draft-Reporting-Manual-Sydney-Water-Operating-Licence-Review-December-2023.PDF, s 2.2.2.



- We would like to request to retain the 1 October date for the Environmental Indicators Report as per our current Reporting Manual. We note that IPART's draft Reporting Manual provides an earlier date of 1 September each year,⁴⁰ which is not feasible, when accounting for the time required for audits and reviews to take place.
- Schedule A Non-Compliances at Appendix E lists a new item in the Description column requiring the non-compliance return to include 'any additional information as set out in sections 2.1.3, 3.1.1 and 4.1.1 of this Reporting Manual'.⁴¹ We note that these sections list out specific information required for our annual compliance and performance reports. To minimise the duplication of reported information, we suggest that item (vii) should be amended to 'any additional information as set out in sections 2.1.3, 3.1.1 and 4.1.1 of this Reporting Manual, as relevant to the non-compliance'.

Finally, we note some inconsistencies between different sections of IPART's draft Reporting Manual. For example, section 4.1.1 states that the Customer & Stakeholder Relations Report must be made public, however the timeline at Appendix A does not.⁴² In contrast, section 3.3 does not require the System Performance Standards Report to be made publicly available, however Appendix A does.⁴³

⁴⁰ IPART 2023, *Sydney Water Draft Reporting Manual*, December, https://www.ipart.nsw.gov.au/sites/default/files/cm9_documents/Draft-Reporting-Manual-Sydney-Water-Operating-Licence-Review-December-2023.PDF, s 6.1.1.

⁴¹ IPART 2023, *Sydney Water Draft Reporting Manual*, December, https://www.ipart.nsw.gov.au/sites/default/files/cm9_documents/Draft-Reporting-Manual-Sydney-Water-Operating-Licence-Review-December-2023.PDF, Appendix E.

⁴² IPART 2023, *Sydney Water Draft Reporting Manual*, December, https://www.ipart.nsw.gov.au/sites/default/files/cm9_documents/Draft-Reporting-Manual-Sydney-Water-Operating-Licence-Review-December-2023.PDF.

⁴³ Ibid.

Appendix A

Our proposed changes to IPART's Draft Operating Licence are summarised below.

IPART Draft Operating Licence clause	Sydney Water's proposed changes, noted as tracked changes	Sydney Water's reasoning for change
4(1)	<p>The Governor may, after following the procedural requirements in section 16(2) of the Act, amend or substitute this Licence by notice in the Gazette.</p> <p><u>Subject to the Act and clause 4(2), the Governor may amend or substitute this Licence by notice in the New South Wales Government Gazette.</u></p>	<p>We have proposed to retain our current Operating Licence clause regarding notice of licence amendments.</p> <p>Under section 17 of the <i>Water Industry Competition Act 2006</i> (NSW), private water utilities must be given reasonable opportunity to make submissions with respect to licence changes, and for the Minister to consider any such submissions before deciding. The existing clause 1.4.2 in our Licence essentially provides a similar right for Sydney Water, and there are no regulatory provisions that offer a similar opportunity to review potential licence changes should that clause be removed.</p>
4(2)	<p>The amendment or substitution will take effect on the date the notice is published in the Gazette, or on such later date specified in the notice.</p> <p><u>Before notice of a proposed amendment to this Licence is tabled in Parliament under section 16 of the Act, the Minister must provide Sydney Water with reasonable notice of the proposed amendment to enable it to comply with the amendment if it takes effect.</u></p>	As above.
12.1(1)	<p>Sydney Water must maintain a 5-year water conservation plan that:</p> <ol style="list-style-type: none"> covers a range of options for water conservation including, but not limited to, water efficiency (including Consumer behaviour programs), leakage reduction and Recycled Water, is consistent<u>considers</u> with the NSW Water Efficiency Framework (published by the NSW Government in August 2022 and the Greater Sydney Water Strategy, demonstrates how Sydney Water contributes to the water conservation goals set in the NSW Water Efficiency Framework and Greater Sydney Water Strategy, demonstrates how Sydney Water contributes to any subsequent monitoring, evaluation, reporting or annual reviews of the Greater Sydney Water Strategy, includes details, including timeframes, of proposed programs and projects over the life of the water conservation plan, assesses the proposed programs and projects against the Current Economic Method, further the objectives set out in clause 1(1)(b), and considers any written guidance that the Minister provides to Sydney Water. 	<p>We have proposed a minor wording change so that the 5-year water conservation plan should 'consider', rather than be 'consistent with' the NSW Water Efficiency Framework. We note that the role of the Framework is to be a guide for NSW water utilities develop their water conservation plans and that it is not intended to be a prescriptive set of requirements for utilities to follow when developing their plans. There is a risk of removing flexibility and focussing on prescription, rather than outcomes, by using IPART's proposed 'consistent with' wording.</p>
13.1(1)	<p><u>Sydney Water must:</u></p> <p><u>a) implement any action that Sydney Water is solely responsible for delivering under the Greater Sydney Water Strategy;</u></p>	<p>We consider that there is value in having an explicit licence clause requiring us to implement actions under the GSWS Implementation Plan, with the inclusion of additional 'best</p>



- ~~b) use its best endeavours to implement any actions Sydney Water is jointly responsible for delivering under the Greater Sydney Water Strategy; or~~
- ~~a)c) implement any actions the Minister directs, in writing, Sydney Water to implement. Sydney Water must engage in water strategy planning for Greater Sydney that is consistent with the priorities in the Greater Sydney Water Strategy.~~

endeavours' wording. This would reflect the importance of Sydney Water's role in the GSWS Implementation Plan, as well as community and customer expectations.

13.2

- 1) Sydney Water must:
 - a) jointly review the Greater Sydney drought response plan annually with Water NSW, and
 - b) collaborate with the Department as part of the annual review.
- 2) Sydney Water must:
 - a) use its best endeavours to develop an agreed approach (including timeline, roles and responsibilities) with Water NSW to undertake and document the joint annual review
 - b) document the outcomes of the annual review, any changes made to the Greater Sydney Drought Response Plan and an explanation of any actions that have been deferred, cancelled, or updated, since the previous review, and
 - c) submit the revised Greater Sydney Drought Response Plan together with the documentation prepared under clause 13.2(2)(b) to the Minister by 31 December each year.
- 3) Sydney Water must implement the actions in the Greater Sydney Drought Response Plan assigned to Sydney Water, as may be adjusted as agreed between Sydney Water and WaterNSW. Any adjustments must be recorded as part of the annual reporting under clause 13.2(2).
- 4) Sydney Water must make a summary of the revised Greater Sydney Drought Response Plan publicly available online (accessible from both Sydney Water and Water NSW websites) by 31 January or another date agreed to by IPART.

~~Sydney Water must:~~

~~cooperate with Water NSW to jointly review the Greater Sydney drought response plan each calendar year, submit to the Minister an updated Greater Sydney drought response plan and a report explaining the outcome of the review and any changes, by: 30 November each year, or another date nominated by Sydney Water and approved by IPART in writing, and make the updated plan Publicly Available within 10 business days of submitting it to the Minister.~~

~~Sydney Water must:~~

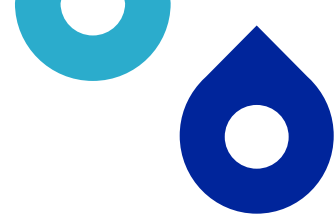
~~use its best endeavours to agree on an updated plan with Water NSW and to jointly submit the updated plan to the Minister under clause 13.2(1)(b), and if Sydney Water and Water NSW do not agree on an updated plan, identify any points of disagreement in its report to the Minister under clause 13.2(1)(b)). In the event Sydney Water and Water NSW do not agree on an updated plan, Sydney Water is to submit separate updated plan to the Minister.~~

~~Sydney Water must:~~

~~submit a draft updated plan to the Department for comment at least 30 business days before submitting it to the Minister under clause 13.2(1)(b), and consider any comments the Department provides within 20 business days of the date the draft updated plan was submitted to the~~

We consider that some improvements could be made to IPART's draft licence clauses, to better reflect the objectives and intent of the GSDRP and focus on outcomes, without overcomplicating the annual review process that has already been established and has been occurring organically for some time. The reasoning behind our proposed changes include:

- The GSDRP sets out how Sydney Water and WaterNSW will work with the NSW Government to respond to water supply challenges and risks through different drought stages. It is, therefore, inappropriate for Sydney Water and WaterNSW to submit separate plans.
- The GSDRP is an adaptive plan that gives flexibility for decision-making, allowing decisions and actions to adjust to observed conditions, emerging supply risks, and the broader context. The plan is reviewed and updated annually. The operating licence clauses need to recognise this context and give WaterNSW and Sydney Water flexibility to adjust the plan and actions based on conditions/strategic direction without resulting in non-compliances between updates of the plan.
- The GSDRP has been submitted at the end of each calendar year. Keeping the submission timing consistent will enable the efficient continuation of the established review process.
- Clauses to formalise our consultation with the Department, along with deadlines, are unnecessarily prescriptive and overcomplicate a process that has already been established and is happening organically.
- The GSDRP is a large, technical document that contains sensitive information about drought. A summary of the plan, in plain English, is more appropriate content to be shared publicly.



~~Department under clause 13.2(4)(a), before finalising the plan and submitting it to the Minister under clause 13.2(1)(b).~~

~~Sydney Water must:~~

~~implement all actions in the plan that are assigned to it by the date specified in the plan, and~~

~~cooperate with Water NSW to implement all actions in the plan that are jointly assigned to it and Water NSW, and use its best endeavours to do so by the time specified in the plan.~~

13.3

- 1) Sydney Water must engage in ongoing water supply augmentation planning for Sydney Water's area of operations Greater Sydney that includes:
 - a) assessment of the need for water supply augmentation,
 - b) identification of water supply augmentation options, including capital and non-capital options,
 - c) whole-of-system assessment of water supply augmentation options and prioritisation ~~to support strategic business cases~~,
 - d) concept development and feasibility studies for preferred water supply augmentation options ~~to support strategic business cases~~, and
 - e) costings of preferred water supply augmentation options ~~to support a strategic business case~~.
- 2) Sydney Water must use its best endeavours to:
 - a) maintain a memorandum of understanding (or another agreement that may supersede the MOU) with Water NSW about water supply augmentation planning for Greater Sydney, and
 - b) comply with that memorandum of understanding (or other agreement).
- 3) The memorandum of understanding (or other agreement) referred to in clause 13.3(2) must include processes for:
 - a) Water NSW to assist Sydney Water with water supply augmentation planning by providing Sydney Water with:
 - i) data, information and knowledge, and
 - ii) resourcing support, including access to Water NSW subject-matter experts.
 - b) Water NSW to consult with Sydney Water on system yield calculations,
 - c) Sydney Water to consult with Water NSW on:
 - i) projects that may impact system yield, and
 - ii) water supply augmentation options that may have implications for Water NSW.
 - d) ~~Sydney Water and Water NSW to obtain board approval for water supply augmentation options that may have implications for Water NSW.~~

We have proposed some minor changes to IPART's draft licence requirements to:

- Allow for flexibility in the event that another agreement superseding the MoU, given that the MoU was intended to be a temporary arrangement,
- Remove references to a 'strategic business case' to not limit information about water supply planning being only used for 'strategic business cases', and
- Remove the requirement for Sydney Water to obtain board approval for water supply augmentation options that may have implications for Water NSW.



13.6

- 1) Sydney Water must maintain a long-term capital and operational plan that:
 - a) ~~sets the long-term servicing direction for Sydney Water's area of operations~~ considers the strategic context of the Greater Sydney Water Strategy,
 - b) identifies ~~and assesses preferred~~ water supply augmentation in alignment with the Greater Sydney Water Strategy on a catchment to Consumer basis,
 - c) considers the implications of the preferred water supply augmentation options on Water NSW,
 - d) considers a range of long-term investment options that deliver the best value for ~~customers~~ Consumers,
 - e) ~~identifies the adaptive pathway, forecast investment envelope and potential key investments to deliver the agreed levels of service~~ recommends to the Department the preferred water supply augmentation option(s) that should be taken forward to an investment decision, and
 - f) considers any written guidance the Minister provides to Sydney Water since the previous long-term capital and operational plan was submitted.
- 2) Sydney Water must review and update its long-term capital and operational plan and submit a copy of the updated plan, along with a report explaining the outcome of the review and any changes, to the Minister:
 - a) at least once ~~every 5 years~~ between 1 July 2024 and 30 June 2028, and
 - b) on request by the Minister with any additional review to be completed within 12 months of the Minister's request.
- 3) In preparing an updated plan, Sydney Water must:
 - a) consult with Water NSW and consider Water NSW's input in its review of its plan, and
 - ~~b) submit a draft updated plan to the Department for comment and consider any comments the Department provides to Sydney Water within 10 20 business days after the draft updated plan was submitted to the Department under clause 13.6(3)(b) before finalising the plan~~ submit a draft updated plan to the Department for comment at least 30 business days before submitting it to the Minister under clause 13.6(2),
 - ~~c) consider Water NSW's input and any comments the Department provides within 20 business days of the date the draft updated plan was submitted to the Department under clause 13.6(3)(b) before finalising the plan and submitting it to the Minister under clause 13.6(2), and~~
 - ~~b) obtain board approval of the plan before finalising the plan and submitting it to the Minister under clause 13.6(2).~~
- 4) Sydney Water must cooperate with Water NSW as required in reviewing Water NSW's LTCOP.

We consider that IPART's draft licence requirements could be improved to ensure there is a focus on outcomes rather than prescription, further clarify our obligations and better reflect current business practice.

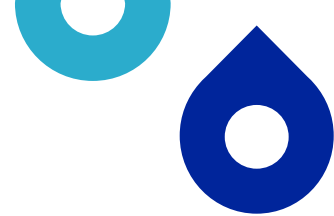
In particular, we have proposed to:

- Clarify the requirements of the LTCOP so that it better reflects the LTCOP's current objectives and outcomes
- Specify that Sydney Water must review and update its long-term capital and operational plan at least once every 5 years, rather than during the proposed 4-year licence term
- Reduce the Department's review timeframe from 20 days to 10 days, so that Sydney Water has sufficient time to address the Department's feedback and obtain Board approval to submit to the Minister in a timely manner within 30 days of the draft updated LTCOP being provided to the Department,
- Remove the requirement to obtain Board approval of the LTCOP before it is submitted to the Minister, as there are already well-established internal governance processes in place to ensure our Board approves key planning documents such as the LTCOP, and
- Introduce a reciprocal requirement for Sydney Water to cooperate with WaterNSW in our review of WaterNSW's LTCOP.

15(2)

- Subject to clause 15(3), a Property is taken to have experienced an Unplanned Water Interruption for the purposes of the Water Continuity Standard if:
- a) the supply of Drinking Water at the first cold water tap of the Property is interrupted,
 - b) the occupant of the Property does not receive at least:
 - i) ~~at least two days' prior notice, if they are a residential customer, or~~

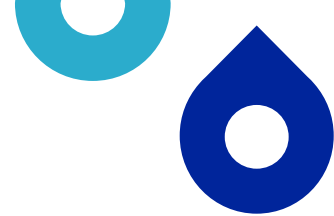
We do not support changing the definition of an unplanned water interruption from the current 2 days' notice, as set out in our current *Customer Contract*, to 7 days' prior notice in writing. This change has a number of operational implications. It also has not been subject to an informed cost-benefit analysis and is



	<p>ii) one week's prior notice, if they are a non-residential customer, in writing</p> <p>from Sydney Water of that interruption, and</p> <p>b/c) it takes more than 5 continuous hours for supply of Drinking Water (with at least 5 metres head of pressure) to be restored to the Property.</p>	<p>likely to undermine rather than enhance customer value.</p> <p>As such, we have proposed to retain the current definition of a planned and unplanned water interruption in our current <i>Customer Contract</i>, which requires 2 days' notice for residential customers and 7 days' notice for non-residential customers.</p> <p>We have also proposed to remove the reference to 'at least 5 metres head of pressure' in the definition of an unplanned water interruption, as it is too prescriptive and may add to the cost of compliance reporting.</p>
21(1)	<p>The Customer Contract sets out the rights and obligations of Customers and Sydney Water in relation to the Services provided in accordance with this Licence. The Customer Contract as at 1 July 2024 is set out in Schedule B of this Licence.</p>	<p>We have proposed to remove the specific reference to a Commencement Date. The Customer Contract may be amended outside the scope of the Operating Licence review process. If this was to occur during this licence period, it may be deemed invalid.</p>
22	<p>1) Sydney Water must, in its dealings with Consumers, act in accordance with its obligations under the following clauses of the Customer Contract as though the Consumers were parties to the Customer Contract:</p> <ul style="list-style-type: none">a) Clause 2.2 – Who is covered by this contract?b) Clause 2.4 – When does this Customer Contract commence?c) Clause 2.5 – When does this Customer Contract end?d) Clause 2.6 – Variation of this Customer Contracte) Clause 6 – What can I do if I am unable to pay my bill?f) Clause 7.2(8) and (9) Notice of restriction or disconnection of supply of water for non-payment – when Sydney Water will not restrict or disconnect services.g) Clause 12.3 – Forms of redressh) Clause 12.4 – Claim for monetary compensationi) Clause 13 – What can I do if I'm unhappy with the services provided by Sydney Water?j) Clause 14 – Who should I contact?k) Clause 15 – Consultation, information and privacy. <p>2) Sydney Water must:</p> <ul style="list-style-type: none">a) make the information Publicly Available on its website.b) update the information to reflect any variations to the Customer Contract or the document referred to in clause 22(2)(a) within 10 business days of the variations taking effect. <p>Sydney Water must prepare a document that:</p> <ul style="list-style-type: none">is specifically targeted at Consumers,explains how Sydney Water will act in its dealings with Consumers,	<p>We support retaining requirements that extend certain protections to consumers, but do not support the creation of a separate document for consumers. We consider consumers, particularly tenants, as an important part of our customer base. For this reason, we have a designated page on our website for tenants.</p> <p>As such, we have proposed to remove IPART's draft licence requirements around the creation of a separate document for consumers.</p> <p>We have proposed adding communication clauses specifically for consumers and to not have this combined with IPART's draft licence clause 23, which has historically listed obligations for providing information to customers.</p> <p>We note that we do not have accurate data of tenanted properties. Although, we have made assumptions in the past based on the property address not matching the billing address or where a managing agent is recorded in the billing address.</p> <p>As such, we cannot meet the obligations under IPART's draft licence clause 23.2(c), which would require us to "at least once each calendar year using the method chosen by the Customer to receive their Bill, notify all residential Customers that the communication(s) is Publicly Available".</p>



	<p>includes at a minimum and to an equivalent level of detail, the matters dealt with by the clauses of the Customer Contract referred to in clause 22(1).</p>	<p>A separate mail out would additionally be costly.</p>
23	<p>23 Providing information to Customers and Consumers</p> <p>1) Sydney Water must prepare one or more communications that:</p> <ul style="list-style-type: none">a) provide a brief explanation of:<ul style="list-style-type: none">i) the Customer Contract, andii) the document referred to in clause 22(2),b) refer to the types of relief available for Customers and Consumers experiencing payment difficulties,c) outline the rights of Customers and Consumers to claim a rebate and the conditions that apply to those rights,d) contain information about how to contact Sydney Water by telephone, email or post, including the Contact Centre, ande) explain that Customers may enter into agreements with Sydney Water separate to the Customer Contract for the provision of Services. <p>2) Sydney Water must:</p> <ul style="list-style-type: none">a) make the communication(s) Publicly Available,b) update the communication(s) to reflect any variations to the Customer Contract or the document referred to in clause 22(2) within 10 business days of the variations taking effect. <u>This communication can be provided in the next billing cycle after the 10-business day period.</u> andc) at least once each calendar year using the method chosen by the Customer to receive their Bill, notify all residential Customers that the communication(s) is Publicly Available.	<p>We propose to remove the reference to 'and consumers' from this clause and to instead include communication clauses for consumers in IPART's draft licence clause 22.</p> <p>With regards to communication, any updates to our Customer Contract can be made available immediately on our website, however communicating this change to our customers, can only occur via our newsletters Waterwrap (residential customers) and Business Update (business customers) which are sent quarterly with customer's bills.</p> <p>A separate mailout to inform customers of policy changes would be costly.</p> <p>As such, we propose to amend the following communication requirement to this clause to allow for the communication to be provided in the next billing cycle after the 10-day period. This would be consistent with Hunter Water's Operating Licence.</p>
24(4)(e)	<p>Sydney Water must update the communication to reflect any variations to the payment assistance policy within 10 business days of the variations taking effect. <u>This communication can be provided in the next billing cycle after the 10-business day period.</u></p>	<p>As noted above, any updates can be made available immediately on our website, however communicating this change to our customers, can only occur via our newsletters Waterwrap (residential customers) and Business Update (business customers) which are sent quarterly with customer's bills.</p> <p>A separate mailout to inform customers of policy changes would be costly.</p> <p>As such, we propose to amend the following communication requirement under this clause to allow for the communication to be provided in the next billing cycle after the 10-day period. This would be consistent with Hunter Water's current Operating Licence.</p>
25(4)(d)	<p>Sydney Water must update the communication to reflect any variations to the family violence policy within 10 business days of the variations taking effect. <u>This communication can be provided in the next billing cycle after the 10-business day period.</u></p>	<p>As noted above, any updates can be made available immediately on our website, however communicating this change to our customers, can only occur via our newsletters Waterwrap (residential customers) and Business</p>



Update (business customers) which are sent quarterly with customer's bills.

A separate mailout to inform customers of policy changes would be costly.

As such, we propose to amend the following communication requirement under this clause to allow for the communication to be provided in the next billing cycle after the 10-day period. This would be consistent with Hunter Water's Operating Licence.

We would like to request transition period of 1 year to implement AS 10002:2022.

Previously in our response to IPART's Issues Paper, we noted that our internal complaint handling procedure was already consistent with AS 10002:2022. This was an incorrect statement and we wish to clarify that Sydney Water's procedures are currently aligned to the 2014 version of the standard.

With respect to communications, any updates can be made available immediately on our website, however communicating this change to our customers, can only occur via our newsletters Waterwrap (residential customers) and Business Update (business customers) which are sent quarterly with customer's bills.

A separate mailout to inform customers of policy changes would be costly.

As such, we propose to amend the following communication requirement under this clause to allow for the communication to be provided in the next billing cycle after the 10-day period. This would be consistent with Hunter Water's Operating Licence.

27

- 1) Sydney Water must maintain an internal complaints handling procedure for receiving, responding to and resolving Complaints.
- 2) Sydney Water must implement the internal complaints handling procedure by 1 July 2025 or another date approved by IPART in writing.
- 3) The internal complaints handling procedure must be consistent with:
 - a) Australian Standard AS/NZS 10002:2022 – Guidelines for complaint management in organizations, or
 - b) any other complaint management standard nominated by Sydney Water and approved by IPART in writing.
- 4) Sydney Water must:
 - a) prepare a communication that explains the internal complaint handling procedure including how to make a Complaint and how Sydney Water will receive, respond to and resolve Complaints,
 - b) make a copy of that communication Publicly Available,
 - c) at least once each calendar year using the method chosen by the Customer to receive their Bill, notify all residential Customers that the communication is Publicly Available, and
 - d) update the communication to reflect any changes to the internal complaints handling procedure or the information within 10 business days of the variations taking effect. This communication can be provided in the next billing cycle after the 10-business day period.

We would like to request transition period of 1 year to implement AS 10002:2022.

Previously in our response to IPART's Issues Paper, we noted that our internal complaint handling procedure was already consistent with AS 10002:2022. This was an incorrect statement and we wish to clarify that Sydney Water's procedures are currently aligned to the 2014 version of the standard.

With respect to communications, any updates can be made available immediately on our website, however communicating this change to our customers, can only occur via our newsletters Waterwrap (residential customers) and Business Update (business customers) which are sent quarterly with customer's bills.

A separate mailout to inform customers of policy changes would be costly.

As such, we propose to amend the following communication requirement under this clause to allow for the communication to be provided in the next billing cycle after the 10-day period. This would be consistent with Hunter Water's Operating Licence.

28

- 1) Sydney Water must be a member of EWON to facilitate the resolution of Complaints and dispute between Sydney Water and its Customers and Consumers.
- 2) Sydney Water may be a member of an alternative external dispute resolution scheme if approved by IPART in writing. The alternative external dispute resolution scheme must:
 - a) be approved by the Minister and published in the NSW Government Gazette;
 - b) provide an independent dispute resolution service;
 - c) be free for Customers and Consumers; and
 - d) be consistent with the Commonwealth Benchmarks for Industry-based Customer Dispute Resolution.

We propose that Sydney Water should be provided flexibility to be a member of an alternative dispute resolution scheme approved by IPART. There may be other service providers in the future who could provide this customer protection at the same or lower cost. The flexibility to use an alternative external dispute resolution scheme, approved by IPART, will help to deliver the best value for customers and contribute to overall cost efficiencies.

3) If IPART approves an alternative external dispute resolution scheme under clause 31(2), Sydney Water must publish the notice required under section 38(1) of the Act to vary the Customer Contract within 30 days (noting that any variation of the Customer Contract is subject to approval by the Governor).

2)4) Sydney Water must:

- a) prepare a communication that explains the right to have a Complaint or dispute referred to EWON, lists the dispute resolution services provided by EWON, and explains how to contact EWON,
- b) make a copy of that communication Publicly Available,
- c) at least once each calendar year using the method chosen by the Customer to receive their Bill, notify all residential Customers that the communication is Publicly Available, and
- d) update the communication to reflect any variations within 10 business days of the variations taking effect. This communication can be provided in the next billing cycle after the 10-business day period.

To this end, we have proposed clauses, which are consistent with Hunter Water's current Operating Licence.

With respect to communications, any updates can be made available immediately on our website, however communicating this change to our customers, can only occur via our newsletters Waterwrap (residential customers) and Business Update (business customers) which are sent quarterly with customer's bills.

A separate mailout to inform customers of policy changes would be costly.

As such, we propose to amend the following communication requirement under this clause to allow for the communication to be provided in the next billing cycle after the 10-day period. This would be consistent with Hunter Water's Operating Licence.



31

1) Sydney Water must, in accordance with this clause 31, provide the following information to FRNSW about fire hydrants in its water supply network:

- a) hydrant ID,
- b) model name,
- c) watermain size, date and type,
- d) water supply zone,
- e) land zoning, and
- ~~f) coordinate (easting/northing),~~
- ~~g) Map Grid of Australia (MGA) coordinate (x, y), and~~
- ~~h) Fire flow (litres per second) at 95 percentile / 4 m head of pressure.~~

2) Sydney Water must provide the information in clause 31(1) about:

- a) ~~40%~~30% of ~~fire hydrants~~models in its network by:
 - i) 30 June 2025, or
 - ii) another date nominated by Sydney Water and approved by IPART in writing,
- b) ~~60%~~65% of ~~fire hydrants~~models in its network by:
 - i) 30 June 2026, or
 - ii) another date nominated by Sydney Water and approved by IPART in writing,
- c) ~~80%~~85% of ~~fire hydrants~~models in its network by:
 - i) 30 June 2027, or
 - ii) another date nominated by Sydney Water and approved by IPART in writing,
- d) 100% of ~~fire hydrants~~models in its network by:
 - i) 30 June 2028, or
 - ii) another date nominated by Sydney Water and approved by IPART in writing.

3) Sydney Water must:

- a) use its best endeavours to agree with FRNSW on:
 - i) a list of fire hydrants or areas that Sydney Water will prioritise when providing the information in clause 31(1), and
 - ii) the data type and format to provide the information,
- b) prioritise providing the information in clause 31(1) for the fire hydrants or areas agreed with FRNSW, and
- c) provide the information in the data type and format agreed with FRNSW, ~~and~~

~~review and update the information provided to FRNSW under clause 31(2)(a) and 31(2)(b) at least once before:~~
~~30 June 2028, or~~
~~another date nominated by Sydney Water and approved by IPART in writing.~~

We have proposed some changes to:

- Replace the reference to 'fire hydrants' to 'models' for the purposes of clause 13(2). This is better aligned to our workplan and resourcing, which are both based around completing updates to 'hydraulic models' rather than completing a certain number of 'hydrants'
- Amend the percentile targets to account for initial planning, funding and training involved our hydraulic modelling rebuild program
- Remove the spatial requirements in IPART's draft licence sub-clauses 31(1)(f) and (g), as the spatial operational assets data we provide FRNSW on a monthly basis has both types of coordinates inherent in the data and that there is no need to specify these requirements, and
- Remove IPART's draft licence clause 31(3)(d) requiring Sydney Water to review and update the water pressure and flow rate information provided to FRNSW covering 40% of fire hydrants at 30 June 2025 and 60% of hydrants at 30 June 2026, by 30 June 2028. While we are happy to review and update this information and understand IPART's and FRNSW's desire to have the latest information to enable better decision-making, our team will be fully resourced on the rebuild of our hydraulic models. We would like to propose to conduct a review and update of all the information provided in a future licence period.

41(2)(a)

Sydney Water must compile environment performance indicators of the direct impact on the environment of Sydney Water's activities.
~~The performance indicators must be consistent with the~~

We would like to propose to remove the reference in IPART's proposed licence condition to the defined environmental indicators within the Reporting Manual



performance indicators specified in the Reporting Manual with an indicator number starting with 'E'.

and to work with IPART and other stakeholders to improve our environmental reporting and facilitate the streamlining of reporting, where possible.

We believe that the current indicators could be refined so that they are more contemporary and reflective of our environmental aspirations and are not duplicative with other reporting. We note that the EPA has already provided in-principle verbal support for our proposed approach. The EPA indicated that it had no objection to Sydney Water proposing more meaningful environmental indicators as part of our reporting obligations under the *Sydney Water Act 1994* (NSW).

45

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 (as updated from time to time).

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 (as updated from time to time).

Planned Water Interruption means an event that, in relation to a Property:

- a) commences when the supply of Drinking Water at the first cold water tap of the Property is interrupted following prior receipt by the Customer or Consumer of a water interruption notice from Sydney Water at least two days for a residential customer or one week for a non-residential customer before the interruption, and
- b) ceases when a supply of Drinking Water ~~(with at least 5 metres head of pressure)~~ is restored to the Property.

Unplanned Water Interruption has the meaning given in clause 15.

We consider that a change to include the wording ‘as updated from time to time’ in each definition of the ‘**Australian Drinking Water Guidelines**’ and the ‘**Australian Guidelines for Water Recycling**’ would better allow future updates to both guidelines being recognised by our Operating Licence.

Similar to IPART’s draft licence clause 15 defining an ‘unplanned water interruption’, we propose for the definition of a ‘**Planned Water Interruption**’ in Part 11 Definitions and Interpretation to:

- retain the current definition of a planned and unplanned water interruption in our current Customer Contract, which requires 2 days’ notice for residential customers and 7 days’ notice for non-residential customers, and
- remove the reference to ‘at least 5 metres head of pressure’ from, as it is too prescriptive and may add to the cost of compliance reporting.

We note that we have proposed some changes to IPART’s draft licence clause 15, which may have indirect impacts on the definition of an ‘**Unplanned Water Interruption**’ in Part 11 Definitions and Interpretation.

Appendix D

Our proposed changes to IPART's Draft Reporting Manual are summarised below.

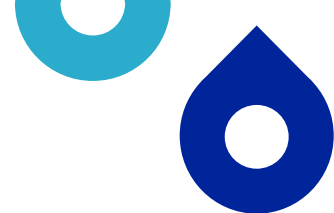
IPART Draft Reporting Manual section	Sydney Water's proposed changes, noted as tracked changes	Sydney Water's reasoning for change
2.2.2	<p>Sydney Water must notify IPART and NSW Health, in writing, of any significant changes that it proposes to make to a Water Quality Management System at least 30 days prior to implementing those changes.</p> <p>Sydney Water should determine whether a change is significant or not.</p> <p>A significant change is likely to include:</p> <ul style="list-style-type: none">change in treatment process, such as the Critical Control Pointschange in monitoring and sampling of the Critical Control Pointschange in source wateradditional recycled water end-useschange in discharge method of recycled water to the environment. <p>When deciding whether a change is significant, Sydney Water should consider the resulting change in risks, or potential risks, to:</p> <ul style="list-style-type: none">public health through the supply of drinking water, recycled water or sewerage servicesreliability of Services to customersenvironment through the operation and maintenance of the schemesafety through the operation and maintenance of the scheme. <p>A change that would increase the risks to the above matters would also be a significant change.</p>	<p>We consider the current Reporting Manual requirements regarding 'significant changes' and annual report to be satisfactory and do not support IPART's proposed changes. We consider that our Memorandum of Understanding with NSW Health is a more suitable place for this detail and that the section titled Consultation and Provision of Information (clauses 8.10 - 8.18) is adequate to cover these requirements.</p>
3.1.2	<p>Sydney Water must prepare a report on the state of its assets during the Licence term for the financial years ending:</p> <ul style="list-style-type: none">30 June 202630 June 2028. <p>Sydney Water must submit the state of assets report <u>(or another report approved by IPART)</u> to IPART by 1 September following the end of the relevant financial year (or another date nominated by Sydney Water and approved by IPART in writing).</p> <p>The state of assets report must include:</p> <ul style="list-style-type: none">a description of each group of assets managed by Sydney Waterasset performance and maintenance delivery trendsan assessment of:<ul style="list-style-type: none">the condition of assetsthe ability of assets to meet service needscompliance with the obligations under the Licence, Customer Contract, and all other applicable lawschanges in the profile of risk and opportunities that could constrain current and future performance of assetsany mitigations and maintenance completed or planned for Major Assetssummary of overdue maintenance or replacement projects related to Major Assets, reasons for the deferment of works, any	<p>We would like to propose to provide IPART with all the required information in the alternative format of an expanded SAMP. That is, we would like to propose to retain the current licence requirement to prepare and submit a SAMP to IPART, but include additional requirements to ensure that we provide all of IPART's required information above in the SAMP</p>



	<p>changes to risk profile due to the delay, including a description of any additional risk controls</p> <ul style="list-style-type: none"> the strategies and expected costs of future investment in assets. <p>For the purposes of section 3.1, Major Assets are those assets that are a major single point of failure or for which failure would result in unacceptable risk to public health, environment or provision of Services.</p>	
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<p>6.1.3</p>	<p>Sydney Water must prepare, for each financial year, a report on Sydney Water’s performance against the following indicators during the relevant financial year:</p> <ul style="list-style-type: none"> IPART performance indicators set out in Appendix C of this Reporting Manual Licence data set out in Appendix D of this Reporting Manual the National Performance Report (NPR) Indicators <p>Sydney Water must submit the performance report to IPART by 4 September<u>1 October</u> following the end of the relevant financial year (or another date nominated by Sydney Water and approved by IPART in writing): Sydney Water may choose to include with the report an explanation of Sydney Water’s performance, which details:</p> <ul style="list-style-type: none"> major factors (both positive and negative) that have influenced Sydney Water’s performance, both within and beyond Sydney Water’s control reasons for any variation (both positive and negative) between Sydney Water’s performance in the financial year and with performance in prior years. <p>Note: Under clause 41(1) of the Licence, Sydney Water must comply with its reporting requirements in this Reporting Manual. This section requires Sydney Water to report on its performance against performance indicators set out in this Reporting Manual as well as NPR indicators. IPART uses the data Sydney Water provides in this report, along with data provided by other water utilities, to publish performance data for all licenced water utilities in NSW. From time to time, IPART may review and change IPART performance indicators. When that occurs, we will update this Reporting Manual accordingly and notify stakeholders of the changes.</p>	<p>We would like to request to retain the 1 October date for the Environmental Indicators Report as per our current Reporting Manual. We note that IPART’s draft Reporting Manual provides an earlier date of 1 September each year, which is not feasible, when accounting for the time required for audits and reviews to take place.</p>
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<p>Appendix A</p>	<p>Table 1 Timing of regular reporting under Sydney Water’s licence</p> <p>Frequency Annually 4 September<u>1 October</u></p> <p>Report to IPART</p> <p>Reporting on Compliance report on:</p> <ul style="list-style-type: none"> IPART performance indicators (Appendix C) <p>Relevant section 6.1.3</p> <p>Frequency Annually 1 September</p> <p>Report to Public<u>IPART</u></p>	<p>As above for the Environmental Indicators Report.</p> <p>For the system performance standard for service interruptions compliance report, we do not consider it necessary to publish the report publicly. We believe there may have been a misunderstanding regarding the benefits that Sydney Water had outlined in our response to IPART’s Issues Paper. We wish to clarify our comments in our response to IPART’s Issues Paper regarding that “there is great value to stakeholders in the analytical trending and commentary on performance standards contained in the current annual report”, were intended to refer to internal ‘stakeholders’, and not external ‘stakeholders’. The report is primarily used by our internal stakeholders to track performance and inform internal decision making. As such, we do not support sharing the report publicly.</p>
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	<p>Reporting on Compliance report on:</p> <ul style="list-style-type: none">• system performance standard for service interruptions <p>Relevant section 3.3</p>	
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Appendix E,
Schedule A
Non-
compliances

Table #

E.g. 1

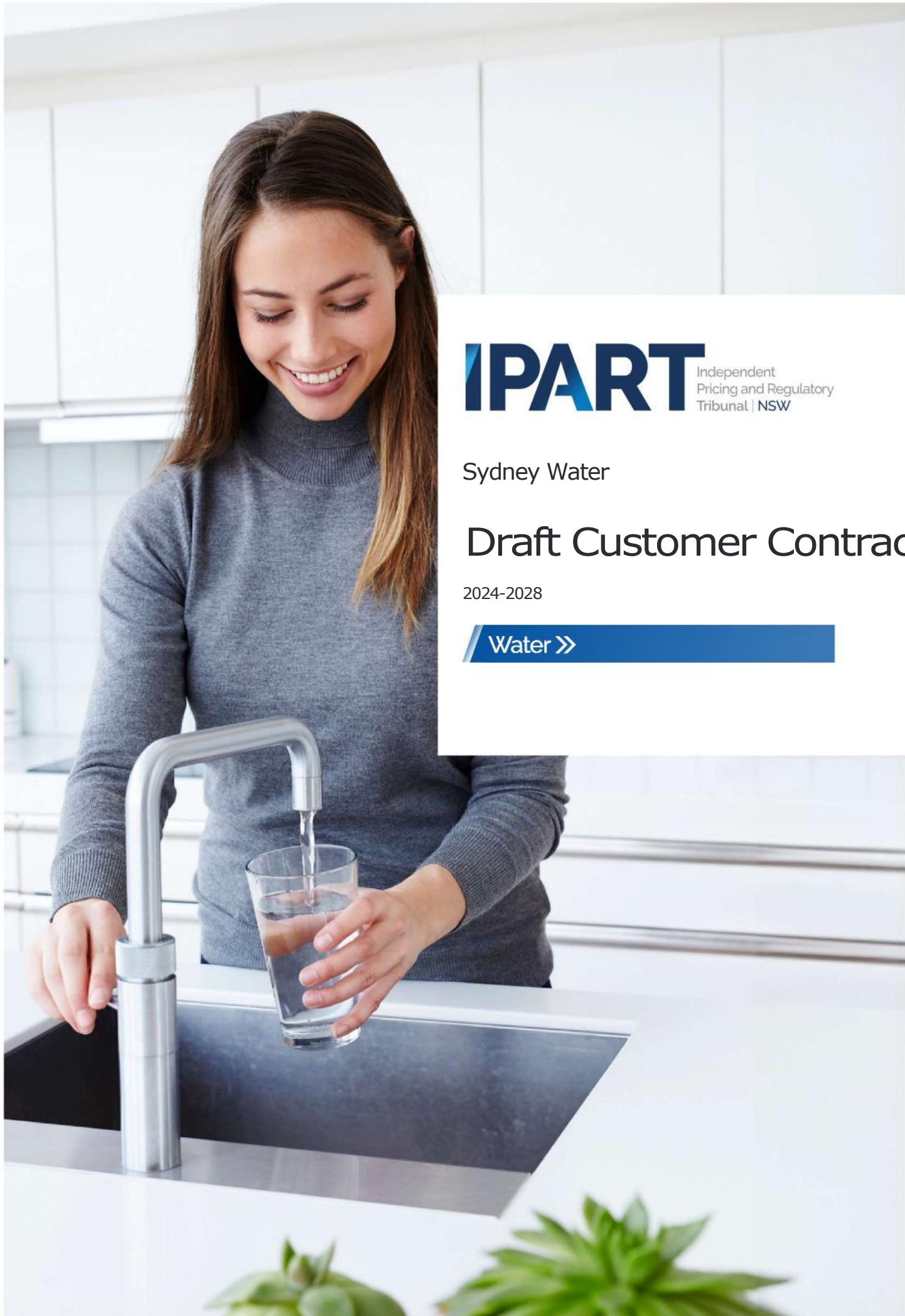
Clauses breached

List of clauses breached including a brief description of each clause.

Description

- i. Date or period of non-compliance
- ii. Nature and extent of non-compliance (including whether and how many customers have been affected)
- iii. Results of any monitoring (where applicable)
- iv. Reasons for non-compliance v Remedial action taken
- v. Actual/anticipated date of full compliance
- vi. Any additional information as set out in sections 2.1.3, 3.1.1 and 4.1.1 of this Reporting Manual, as relevant to the non-compliance.

We note that these sections list out specific information required for our annual compliance and performance reports. To minimise the duplication of reported information, we suggest that item (vii) should be amended to 'any additional information as set out in sections 2.1.3, 3.1.1 and 4.1.1 of this Reporting Manual, as relevant to the non-compliance'.



IPART Independent
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Tribunal | NSW

Sydney Water

Draft Customer Contract

2024-2028

Water >>

Contents

Foreword.....	3
1 Introduction.....	3
2 What is this Customer Contract and who is covered by it?	3
3 The services we provide	5
4 Factors affecting service.....	8
5 What you pay	9
6 What you can do if you are unable to pay your bill	14
7 Restriction or disconnection of services.....	15
8 Responsibilities for connections, maintenance and repair	19
9 Entry onto your property	25
10 Water meters and Backflow Prevention.....	26
11 Redress	29
12 What you can do if you are unhappy with our services.....	31
13 Who you should contact	33
14 Consultation, information and privacy.....	35
15 Definitions, interpretation and policies	36

Foreword

Sydney Water Corporation (Sydney Water) provides **drinking water** and **wastewater services** to people in Sydney, the Illawarra and Blue Mountains. Sydney Water also provides some **recycled water, stormwater** 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 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 15.1.

1.2 Understanding the Customer Contract

Clause 15.2 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 outlines 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 upon request.

2.2 Who is covered by this contract?

(1) **Property owners**

You are our **customer**, and you are covered by this **Customer Contract** if you own a **property** that:

- (a) has an **authorised connection** to our **water system** or **wastewater system** and is within our **area of operations**, or
 - (b) is within a **declared stormwater drainage area** or the **Rouse Hill stormwater catchment area** and the **charges** for the **stormwater services** we provide are payable by you.
- (2) **Private residential tenants**
- You are also our **customer** and covered by clauses 2.4, 2.5, 2.6, 6.1, 7.1(4), 7.4 7.5, 11.3, 11.4, 12, 13 and 14 only, if you receive **water services** and/or **wastewater services** from us and you are a **private residential tenant**.
- (3) **Non-residential tenants**
- You are also our **customer** and covered by clauses 2.4, 2.5, 2.6, 6.1, 7.1(4), 7.4 7.5, 11.3, 11.4, 12, 13 and 14 only, if you receive **water services** and/or **wastewater services** from us and you are a **non-residential tenant**.
- (4) Services from **WIC Act** licensees
- If you have a drinking water service, recycled water service, or wastewater service contract from a licensee under the *Water Industry Competition Act 2006* (NSW) (**WIC Act**), then this **Customer Contract** does not apply to those services. This **Customer Contract** only applies to you for the **services** you receive directly from us.

2.3 Other agreements with us

- (1) We may enter into a **separate agreement** with you for different levels of **service** or additional **services**, such as **trade waste**, **sewer mining**, **stormwater** harvesting, pump to sewer, 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) If you are a **non-residential customer** and you request a different level of **services**, 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 the **Commencement Date** of Sydney Water's **Operating Licence 2024-2028**, which is the date specified by the Governor in a notice published in the NSW Government Gazette.
- (2) On and from the **Commencement Date**, this **Customer Contract** applies to you, or, if you were not already a **customer**, it applies from the time you are a **customer**.
- (3) On the **Commencement Date**, 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 before 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 put the transfer into effect.

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 the details in a daily newspaper in the **area of operations** and on our website, and providing the notice on request, and
 - (b) providing each **customer** a copy of the notice with their next **bill**, via the method they have chosen to receive their **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 six 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, 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 The services we provide

3.1 Water services

Supply of drinking water

- (1) If your **property** has an **authorised connection** to our water system, 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,
 - (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, or,
 - (c) in the case of events beyond our reasonable control in accordance with clause 4.3.
- (2) 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.

Supply of recycled water

- (3) 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 for those **services**.
- (4) If you are eligible to receive **recycled water** because your **property** is within a Sydney Water **recycled water area**, 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, or
 - (c) in the case of events beyond our reasonable control in accordance with clause 4.3.
- (5) 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.
- (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 **drinking water service** to operate a life support machine, or for other special health needs, you must arrange for your health provider to notify us.
- (8) You may also be eligible for an allowance of water supply that is not subject to **charges**. Information about the free water supply allowance can be found on our website.

Drinking water pressure

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

Water restrictions

- (10) The **Minister** may impose **water restrictions** on the use 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 make every reasonable effort to notify you of any current **water restrictions** consistent with the **Act** and **Operating Licence**. We will publish notice of any **water restrictions** on our website and in a manner that is likely to bring the **water restrictions** to the attention of the public, in accordance with the **Sydney Water Regulation**.
- (12) You must comply with the conditions of the **water restrictions** on and from the date specified in the notice. 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 service** to your **property**.
- (13) The **water restrictions** may apply to the whole of our **area of operations**, or part of that area as specified in the notice, to regulate or **restrict**:
 - (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.
- (14) The **water restrictions** will override any inconsistent provisions in this **Customer Contract**.

Emergency restrictions on drinking water consumption

- (15) In circumstances where a **disaster event** has occurred which has affected or may affect the ability to supply sufficient **drinking water** for public health needs to the relevant catchment(s), we may issue a notice to you requiring you to **restrict** the quantity of **drinking water** consumed at your **property**. You must comply with these emergency **restrictions**. If you fail to comply with any emergency **restrictions**, we may **disconnect** or **restrict water services** supplied to you.
- (16) The notice will include the terms of the **restriction** including the volume which can be consumed (if any) and the period or likely period of the **restriction**.

3.2 Wastewater services

Supply of wastewater services

- (1) If your **property** has an **authorised connection** to our **wastewater system**, we will provide you with **wastewater services** to meet your reasonable needs for the discharge of domestic **wastewater**, except:
- (a) in the case of **unplanned interruptions** or **planned interruptions** under clauses 4.1 and 4.2,
 - (b) in the case of events beyond our reasonable control, in accordance with clause 4.3.

Wastewater overflows

- (2) We will make every reasonable effort to minimise the incidence of **wastewater overflows** on your **property** due to a failure of our **wastewater system**.
- (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 system**, we will:
- (a) minimise inconvenience and damage to you as soon as possible,
 - (b) clean up the affected area as quickly as possible 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 11.2 and 11.3.

Sewer mining

- (4) You may extract **wastewater** from our **wastewater system** only if you have a valid **separate agreement** with us. You may also require **approval** from other **authorities**. You can contact us for further information.

Trade waste services

- (5) You may discharge **trade waste** into our **wastewater system** only if:
 - (a) you have obtained our prior written consent,
 - (b) where it is required by us, you have a valid and **separate agreement** with us for this activity, and
 - (c) you discharge in accordance with the **trade waste acceptance standards** published on our website and/or if required by us, the terms of our **separate agreement** with you.
- (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).
- (7) We reserve the right to refuse to accept **trade waste** into our **wastewater system** if we determine that it poses a risk to:
 - (a) our operations or our **systems**,
 - (b) the health and safety of **our people**, or
 - (c) our ability to service or meet the expectations of our broader **customer** base.
- (8) You can contact us to obtain further information on the guidelines and standards for **trade waste** discharge.

3.3 Stormwater services

Stormwater services

- (1) We provide our **stormwater services** within the **declared stormwater drainage areas** or within the **Rouse Hill stormwater catchment area** via our **stormwater drainage systems**. If your **property** is located within any of these areas, we will charge you for this service in accordance with the maximum prices, or methodology for fixing the maximum prices, determined by **IPART**.

Note: The local council may also provide street drainage **services** which then connects into our **stormwater drainage system**.

- (2) You can check if your **property** is within a **declared stormwater drainage area**, or within the **Rouse Hill stormwater catchment area**, by referring to our website or by contacting us.
- (3) We will notify you if an area of land is newly classed as a **declared stormwater drainage area** and the declaration affects your **property**.

Stormwater harvesting

- (4) You may extract **stormwater** from our **stormwater drainage system** only if you have a valid **separate agreement** with us. You may also require **approval** from other **authorities**. You can contact us for further information.

4 Factors affecting service

Our obligations to you under clause 3 (except clause 3.1(2)) are subject to this clause 4.

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 faults telephone service (outlined in clause 13.1(1)).
- (2) We will give you access to emergency supplies of **drinking water** where reasonably practicable and necessary, having regard to the circumstances.
- (3) Our website will provide information about **unplanned interruptions** (including, where possible, estimated times for restoration of the **services**). Through our website, you can subscribe to alerts about water outages impacting your **property**. **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 or planned **maintenance** of our **systems**.
- (2) We will notify you of the expected time and duration of any **planned interruption**. We will provide you with at least two days' notice if you are a **residential customer** or a **private residential tenant**, and seven days' notice if you are a **non-residential customer** or **non-residential tenant** (or such other times as agreed with you) of a **planned interruption**.
- (3) We will make every reasonable effort to reinstate your **services** within five hours from when the supply of water is turned off.

4.3 Interruptions caused by events beyond our control

- (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 similar 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**.
- (2) You may be entitled to an exemption from **service charges** based on the use of your land.
- (3) A variation to those **charges** will commence on:
 - (a) the first business day of the next **billing cycle**,
 - (b) a date we nominate after we have published the variation, or

- (c) a date determined by **IPART**.
- (4) If the date for commencement of a variation of **charges** occurs part way through your **billing cycle**, we will apply the variation on a '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 upon request.
- (2) We will also publish any variations to our **charges** on our website and provide details with your next **bill**.

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 **property owner**, 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 this concession. Information about your eligibility for a concession is available on our website. We can provide you this information if you contact us.
- (3) By applying for a concession, you authorise us to make enquiries with **authorities** to confirm your eligibility.

Note: See clause 14.3 for an outline of the information we may provide to relevant authorities for the purposes of confirming your eligibility for a concession.

- (4) If we determine you are eligible for a concession, we will ensure that it is granted from the commencement of the next **billing cycle**, after 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 11.

5.5 Your bill

5.1 When will your bill be sent?

- (1) We will issue a **bill** to our **customers** every three months for the **services** we provide.
- (2) We may, at our discretion, send **non-residential customers** a monthly **bill** for high water usage and **wastewater** disposal.
- (3) We will provide you with copies of your **bills** for the previous 12 months on request, free of charge.

5.2 What information is on your bill?

- (1) 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) a comparison of your water usage with your past usage, where available,
- (k) contact telephone numbers for account **enquiries** and emergency services,
- (l) how to get information on payment assistance options,
- (m) your rights to rebates, and
- (n) information in community languages about the availability of interpreter services, and the phone number for these services.

5.3 How are bills issued?

- (1) 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.
- (2) At your request, we will send your **bill** and other communications regarding payment electronically, instead of by post. If we become aware that your **bill** is unable to be delivered electronically, we will post the **bill** as outlined in clause 5.3(1).
- (3) We will consider your **bill** as delivered to you once we have sent it under clause 5.3(1) or (2).
- (4) You must let us know if you move or if your electronic or postal address changes.

5.4 How can payment be made?

- (1) You must pay your **bill** by one of the payment methods provided on 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.

5.5 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 two or more dishonoured payments have occurred. We may refuse future payments by these methods if you have a history of dishonoured payments.

5.6 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 as permitted by **IPART** as part of a review conducted by **IPART** under the *Independent Pricing and Regulatory Tribunal Act 1992* (NSW).
- (2) We will not charge interest on your overdue account balance, or a late payment fee, if you have entered into a **payment arrangement** with us due to **payment difficulty** and are honouring that arrangement.
- (3) If you do not pay your **bill** by the due date, or as required by a **payment arrangement** you have with us, we will send you a reminder notice. The reminder notice will advise you:
 - (a) of the amount payable,
 - (b) that payment is due immediately,
 - (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 the Energy and Water Ombudsman NSW (**EWON**), if you have attempted to resolve those concerns with us and are not satisfied with a decision made by us.
- (4) If you fail to comply with the reminder notice, we may take legal action to recover the debt and/or **restrict** or **disconnect** your **services** as described in clause 7. We may also charge you the costs and fees that we incur in taking such action.

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.
- (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 8.16.

- (g) 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 8.3 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.
- (2) However, we will not apply a credit to your next **bill** if the overcharging 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.

5.11 Account queries and billing disputes

- (1) If you have questions regarding the **charges** on your **bill**, you should contact us.
- (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 pay any amount determined in our favour.
Note: See clause 12.3 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 your **property** type. We may review the determined **wastewater usage discharge factor** for your **property** if you can provide measured data to validate the change. Information about reviewing your **wastewater usage discharge factor** is available on our website and by request.
- (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 wastewater), we will account for this additional volume in your wastewater usage **charges** or require the **wastewater** discharge to be measured by a **meter** approved by us. The supply and installation of the approved **wastewater meter** will be at your cost (see clause 10.1).

- (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 **systems**, including the construction of any necessary works from your **property** to our **systems**.
- (2) We must approve any connections to our **systems**. 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 work required on our **systems** for a new **point of connection** to our **systems**. This list of providers is available on our website or by request.

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, or where we have a right under the **Act** or this **Customer Contract** to charge you for costs incurred by us.
- (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. 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 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) tailored advice on other broader assistance options (including any appropriate government concession programs)
 - (d) seek a deferral of payment for a short period of time (being, in the case of a **private residential tenant**, at least four weeks)
 - (e) access a language interpreter (if required) at no cost to you

- (f) referral to financial counselling services (for **residential customers** and **private residential tenants** only)
 - (g) information from us about accredited community agencies offering payment assistance, such as payment assistance scheme credit (for **residential customers** and **private residential tenants** only), or
 - (h) negotiate a **payment arrangement** with us (for **residential customers** and **non-residential customers** only). If you are a **non-residential customer**, these arrangements will be based on reasonable commercial considerations and market conditions.
- (3) If you enter into a **payment arrangement** with us, this arrangement 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, and
 - (d) allow you to pay your arrears over a period of time so as to avoid your debt growing over time,
- (4) If you have entered a **payment arrangement** with us and are honouring that arrangement, we will:
- (a) waive interest and late payment fees on your overdue account balance for the period of the arrangement, and
 - (b) not take any legal action to enforce the debt or **restrict** or **disconnect** the supply of water to your **property**.
- (5) If you are unable to meet your scheduled payment you should contact us immediately 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 stated in a reminder notice issued under clause 5.6, including a reminder notice in respect of a **payment arrangement**, we may issue a **restriction** or **disconnection** notice. This will be done in accordance with our policies relating to debt, water flow **restriction** and **disconnection** for non-payment, as amended from time to time.
- (2) The **restriction** or **disconnection** notice will advise you:
 - (a) of the amount payable
 - (b) that payment is due immediately to avoid the **restriction** or **disconnection** of the **services** to your **property**, debt recovery action, and/or incurring additional costs relating to us taking such action

- (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, subject to eligibility criteria, 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) After 10 business days of us issuing the **restriction** or **disconnection** notice to you, without further notice, we may take action to **restrict** or **disconnect** the supply of water to your **property**, and/or take legal action to recover the amount outstanding.
 - (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 5.6(3) or **restriction** or **disconnection** notice under clause 7, as applicable) to both your nominated address and the serviced **property** before we **restrict** or **disconnect** the **services**.

7.2 Conditions for restriction or disconnection of supply of water for non-payment by customers

- (1) We may **restrict** or **disconnect** the **water services** to your **property** if:
 - (a) at least 10 business days have passed since we issued the **restriction** or **disconnection** notice to you under clause 7.1 and to the serviced **property** under clause 7.1(4) (if applicable), and
 - (b) you have still not paid the account.
- (2) In addition to the limitations on **restriction** or **disconnection** set out in clause 7.6, we will not **restrict** or **disconnect** the **services** or commence legal 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 12.3),
 - (c) if you have entered into, or are in the process of entering into, a **payment arrangement** due to **payment difficulty** and are honouring that **payment arrangement**, or
 - (d) you have notified us that you have sought assistance from a community agency and that assistance is imminent.
- (3) 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.
- (4) 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*.

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 **systems**
- (b) you connect your stormwater pipes to our **wastewater system**
- (c) **your system** is **defective**
- (d) you fail to rectify or remove an **unauthorised work** as set out in clause 8.16.
- (e) you breach this **Customer Contract**, the **Act**, a **separate agreement** or any other agreement with us
- (f) you fail to ensure access to our **meter** on your **property** in accordance with clause 10.3 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)
- (g) the poor quality of your water pipes prevents us from exchanging the water **meter** and you have failed to address this within a reasonable timeframe of our notifying you of this
- (h) you fail to meet our metering requirements (published in our policies and guidelines)
- (i) 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, or have failed to provide an annual test report by the due date, or your **backflow prevention containment device** is **defective**
- (j) you use **sewer mining** or stormwater harvesting facilities that are not authorised by us or do not comply with applicable **laws**
- (k) you discharge **trade waste** into our **wastewater system** without a **separate agreement** with us (if one is required), or you fail to comply with the conditions of the **separate agreement**
- (l) you are connected to our **wastewater system** using **pressure sewerage equipment**, and you do not comply with your operation and **maintenance** requirements set out in Appendix A
- (m) 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**
- (n) we are entitled or required to **restrict** or **disconnect**, by direction of the **Minister** or under any applicable **Law** or this **Customer Contract**, or
- (o) the **customer** is a corporation and a **non-residential customer**, and an **insolvency event** occurs.

7.4 Occupiers (tenants) may pay charges to avoid restriction or disconnection

Where an amount unpaid on a **bill** is owed by a landlord, we may accept payment of outstanding **charges** by an occupier of the **property**, (in other words, the tenant) who may, in accordance with the **Act**, deduct those **charges** from rents otherwise payable to the landlord.

7.5 Minimum drinking water flow rate

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

7.6 Limitations on restriction or disconnection

- (1) We will not take action to **restrict** or **disconnect** your **services**:
 - (a) without providing reasonable notice to the occupier of the **property** that we intend to **restrict** the supply
 - (b) without giving you notice under clauses 7.2 or 7.3 (as applicable), where the reason for **restriction** or **disconnection** is non-payment of your **bill**, except when an order is issued under relevant legislation
 - (c) if we have received a notification that you need **drinking water** for a life support machine or other special needs (as per clause 3.1(7))
 - (d) 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 **property owner**, or deduct the amount paid from any rent payable to the **property owner**, and
 - ii. without providing the tenant reasonable opportunity to pay the **bill**, or
 - (e) if a related **complaint** is being considered for resolution by us or **EWON**, or by legal proceedings.

7.7 Disconnection by a customer

- (1) You may **disconnect** your **property** from our **systems**, provided:
 - (a) you have paid the relevant **charges**
 - (b) you have complied with:
 - i. all applicable **Laws** including all applicable health, environmental and local council regulatory requirements, 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 **system**
 - ii. obtained our written consent and returned any of our equipment to us (i.e., the **drinking water meter, recycled water meter or pressure sewerage equipment**)
 - (f) the **disconnection** of your **service(s)** does not prevent access to, or delivery of **services** to other parties connected to a joint privately-owned service. Written approval from all relevant parties must be obtained by you.

- (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 equipment is returned to us. You may apply to us to be exempted from this charge.

7.8 Restoration of services

- (1) If we **restrict** or **disconnect** the **drinking water service** to your **property**, we will give you information to enable you to make arrangements for the restoration of the **service**. You will need to pay a restoration fee to restore the **service**.
- (2) If you meet the below conditions we will restore your **drinking water service**:
 - (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 prior to 3:00pm on any business day, we will restore your **drinking water service** on the same day. If you meet these conditions after 3:00pm 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). 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 your **recycled water service** will be agreed between us and You.

8 Responsibilities for connections, 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 systems

- (1) We are responsible for maintaining and repairing our **systems**.
- (2) If we undertake any work on our **assets** that are 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 work being undertaken, unless we have agreed to a different arrangement with you.

8.3 Connecting to our systems

- (1) To construct a new connection to any of our **systems**, or to relocate an existing connection to these **systems**, you must apply, and have our prior written authorisation.

- (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 an accredited 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 accredited providers is available on our website or by request.
- (3) If you do not comply with the **connection requirements**, you will be considered to have an **unauthorised connection**. We may issue you a notice, requiring you to **disconnect** the **unauthorised connection** within a reasonable time. We may **disconnect** your **unauthorised connection** without notification if it impacts or poses a risk to **our people** or **systems**.
- (4) In accordance with the **Act, Sydney Water Regulation** or other applicable **Law**, you must not:
 - (a) wrongfully take, use or divert any water that is supplied by us
 - (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) allow **rainwater** to enter **your wastewater system**
 - (e) wrongfully discharge any substance into our **systems**, or
 - (f) connect any pipe or fitting to our **assets** without our prior authorisation.
- (5) If you do not comply with the requirements in this clause 8.3, 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.

8.4 Your responsibilities regarding your water systems

- (1) As a **property owner**, you own and are responsible for **your water systems** between the **point of connection** to our **drinking water system** and **recycled water system**, and the buildings and/or taps on your **property**. These are referred to as **your water systems** and may extend beyond the boundary of your **property**. Your responsibility includes installation, **maintenance** and repair, as well as any modification, upsizing or relocation.
- (2) You are also responsible for:
 - (a) installing, maintaining and annually testing your **backflow prevention containment devices**, except where the device is integrated into the water **meters** supplied by us. 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,
 - (b) obtaining any necessary legal rights for **your water systems** that traverses any other private **property**, and
 - (c) any damage caused by a failure of **your water systems**.
- (3) You should contact us if you do not know where our **drinking water** or **recycled water assets** are. We will provide you with information on where to obtain a diagram.

8.5 Our courtesy repair service for your water systems

- (4) Subject to the exclusions below, we may investigate any failure of your **drinking water** system or **recycled water** system (**your water system**) and undertake a free repair to

the part of **your water system** between our **water system** and the water **meter** of your **property**, up to one lineal metre along the pipe within your **property boundary**.

- (5) The free repair offered under this clause does not apply to, and specifically excludes the repair of:
- (a) **your water system**, where:
 - i. the fault is more than one metre along the pipe inside the **property** boundary, even where that is still before the water **meter**, or
 - ii. it is completely within private **property**, such as in some community title subdivisions
 - (b) **extended private services**
 - (c) **fire services** (including **combined services**), both inside and outside the **property boundary**
 - (d) **backflow prevention containment devices**
 - (e) private water system servicing a development site where the fault is behind construction fencing
 - (f) faults caused by you
 - (g) private water systems greater than 40 millimetres diameter and/or that are designed and installed to meet a **customer's** supply requirements.
 - (h) private water systems connecting to our **drinking water** or **recycled water systems** under the terms of a **separate agreement**.
- (6) This free repair excludes the installation of a new private water system (or part thereof) or modifying, upsizing or relocating existing private water systems.
- (7) If we undertake a free repair to **your water system**:
- (a) you retain ownership of and, subject to clause 11.5, responsibility for the repaired pipes, as part of **your drinking water** or **recycled water system**,
 - (b) we will backfill and make safe any excavations required on your **property**. We will not restore any landscaping, structures or hard surfaces, and
 - (c) you assign to us any and all of your rights to recover our costs from any person(s) responsible for the failure of **your drinking water** or **recycled water system**.
- (8) If you do not want us to perform repairs on **your water system**, you must have any failure of **your water system** between our **water system** and the water **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.
- (9) In this clause 8.5, reference to "one lineal metre along the pipe within your **property boundary**" means in the case of a **property** comprised of a lot in a strata scheme, this is up to one lineal metre along the pipe inside the boundary of the parcel of the strata scheme of which your **property** is a part

8.6 Your responsibilities regarding your wastewater system

- (10) As the **property owner**, you own and are responsible for **your wastewater system** from your **property**, to and including the **point of connection** with our **wastewater system**. This also includes any privately-owned **pressure sewerage equipment**. This is referred to as **your wastewater system** and may extend beyond your **property boundary**.
- (11) Your responsibility includes:

- (a) the installation, **maintenance**, repair, and any modification, upsizing or relocation of **your wastewater system** using a licenced plumber or drainer,
 - (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**.
- (12) 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.
- (13) We are not responsible for damage to **your wastewater system** unless we have caused the damage.
- (14) You should contact us if you:
- (a) have any questions about the repair and **maintenance** responsibilities for **your wastewater system**, or
 - (b) do not know where your **point of connection** to our **wastewater system** is. We can provide information on where to find a diagram.

8.7 Our courtesy repair service of a collapse in your wastewater system

- (1) We may repair collapsed **wastewater** pipes that form part of **your wastewater system** for free, where:
 - (a) the collapse is located under a hard stand area (such as a footpath or roadway) in public land, and
 - (b) a licensed plumber has submitted evidence to allow us to confirm that excavation is required to repair the collapsed section of your **wastewater** pipes.
- (2) 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 11.5, and
 - (b) you assign to us any and all of your rights to recover our costs from the person(s) responsible for the collapse of **your wastewater system** to us.
- (3) If we assess that the fault can be repaired without excavation, we will not provide this free repair service, and you will remain responsible for the repair and any associated costs.
- (4) We will not reimburse you for any costs you have incurred relating to the collapse of your **wastewater** pipe.
- (5) The free repair service referred to in this clause is only available to **residential customers** at our discretion.
- (6) You should refer to our *Collapsed Private Services in Public Land Program* guideline for further information about your eligibility for free repairs to **your wastewater system**. This guideline is available on our website or by request.

8.8 Pressure sewerage equipment

- (1) **Pressure sewerage equipment** is used to pump **wastewater** from a **property** to our **wastewater** main when it cannot drain by gravity.
- (2) 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**.

- (3) You are the owner of the **pressure sewerage equipment** where the equipment is provided and installed by your licensed plumber or drainer, or on behalf of you or a prior **owner** of your **property**. You may know this arrangement as 'pump-to-sewer'.
- (4) There are different repair and **maintenance** obligations, depending on whether the **pressure sewerage equipment** is owned by us or by you.
- (5) Your repair and **maintenance** obligations are set out in Appendix A and illustrated in Figures 5, 6 and 7 in Appendix B.

8.9 Private joint services

- (1) A **private joint service** exists if more than one **property** receives **services** from one **point of connection**.
- (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 **point of connection** to our system. The apportionment of the costs incurred in **maintenance** of the **private joint service** is a matter between you and others who share it.
- (3) If you are the **property owner** and want to **disconnect** from the **private joint service**, you must apply to us before **disconnecting** as described in clause 7.7. However, the physical **disconnection** of your **property** from the **private joint service** is a matter between you and the other **owners** of the **private joint service**. We have no authority over the physical connection or **disconnections** from **private joint services**.

8.10 Your responsibilities regarding stormwater drainage systems

You are responsible for the **maintenance** of:

- (a) any connections between your **property** and our **stormwater system**, and
- (b) any coverings, bridges or similar structures within your **property** that cover or cross our **stormwater system** (unless they are owned by us).

8.11 Water efficiency

- (1) You may install water saving devices provided the following is met:
 - (a) any water tank that collects and uses **rainwater** for your own use can only be connected to our **water system** with an appropriate **backflow prevention device**. This is to avoid the risk of contamination of our **drinking water** supply,
 - (b) a composting toilet cannot connect to our **water system** or our **wastewater system**.
- (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 system** that have **rainwater** tank(s) with a volume exceeding 20,000 litres, which are 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.

8.12 Notify us of system failures

- (1) You should inform us if you become aware of the following faults, and we will attend as soon as practicable:
 - (a) any failure of our **systems**, such as a burst pipe, overflow or leak from our **systems**, or
 - (b) any interruption or disruption of our **services**.
- (2) If you damage our water, wastewater or **stormwater drainage system**, 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 any of our **systems** or is reasonably likely to do so, we may require you to remove the tree at your cost, except where the **Act** provides otherwise (such as under the *Heritage Act 1977* (NSW) or the *National Parks and Wildlife Act 1974* (NSW)).
- (2) We will give you written notice requiring you to remove the tree within a reasonable period.
- (3) You may, with our consent but at your cost, take steps to eliminate the cause of damage or interference to our **systems**, without removing the tree.
- (4) 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 **system** when the tree was planted on your **property**.
- (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), then we may remove the tree at your cost where:
 - (a) you were the **property owner** 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 **assets**.
- (6) You may contact us for further information about removing trees.

8.14 Defects with your systems

- (1) If we become aware of any **defect** within **your systems** that impacts or poses risks to our **assets** or the operation of any of our **systems**, we may issue you a notice requiring you to fix the **defect** within a reasonable time.
- (2) If you do not comply with the request, we may **restrict** or **disconnect** your water or wastewater **system** from our **system** until the **defect** is fixed. We may also remedy the **defect** and **charge** you the reasonable costs incurred by us in undertaking this work.
- (3) We may **restrict** or **disconnect** your water or wastewater **service** without notification if the **defect** with **your system** presents a risk to **our people**, assets, or **systems**.

8.15 Building, landscaping and other construction work

- (1) You must obtain a building plan approval from us for any works or structures, such as excavation, landscaping or construction work, that are over or next to our **assets**, or may impact our ability to access our **assets**, or interfere with, damage or destroy our **systems**. We may give our approval subject to certain conditions or withhold approval

at our sole discretion. You can find further information on our website about whether you require an approval, and how to obtain a plan from us identifying the location of our assets.

- (2) If our approval has not been obtained, or the conditions of our approval are not met, your plans will be considered be **unauthorised work**.
- (3) You are required to remove any **unauthorised work** on your **property** at your cost, even if the **unauthorised work** existed prior to your ownership of the **property**.
- (4) We may issue you a notice requiring you to remove **unauthorised work** within a reasonable timeframe. If you do not comply with the notice, we may remove the **unauthorised work** and charge you the reasonable costs incurred by us in undertaking this work.
- (5) We may **restrict** or **disconnect** your **water** or **wastewater services** until the **unauthorised work** is removed.
- (6) Properties with an existing **water service** must be metered during the period of any excavation, building, landscaping or construction work. The water **meter** must be accessible (as described in clause 10.3) at all times.

9 Entry onto your property

9.1 Access to our systems

You must ensure that there is safe access to your **property** to allow us to:

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

9.2 Our identification and authorisation

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

9.3 Notice of property access

Subject to any provision of this **Customer Contract** and the **Act**, we will give you, or the occupier of your **property**, two business days' written notice. The notice will specify 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, fit, exchange or maintain the water **meter** (see clause 10.3)
- (d) we intend to conduct a water theft or **restriction** investigation on your **property**

- (e) we need to investigate a health or safety issue
- (f) we need to conduct a general property inspection such as verifying connection installation, **meter**, plumbing or a backflow prevention containment device inspection
- (g) giving notice would defeat the purpose of entry, or
- (h) we have the power under any **Law** to access your **property** without the provision of such notice.

9.4 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 11.

10 Water meters and Backflow Prevention

10.1 Installing and maintaining the water meter

- (1) Your **property** must have a water **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 water **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 water **meter**. You are also responsible for maintaining the pipework located on either side of the water **meter** unless we repair it under clause 8.5. For further details, refer to our requirements published in our policies on our website.
- (5) The installed water **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 water **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 installed and becomes our **property**. You can find information about the cost of these meters in our *Water meter installation guide* document on our website.
- (8) If the set-up of the water **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 water **meter** set up or area must be changed within a reasonable timeframe, so 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 water **meter** and charge you our reasonable costs of undertaking the work.

- (9) We may require that you fit a water **meter** to your **fire service**. This requirement may be set out 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.

10.2 Backflow prevention containment devices

- (1) You must ensure that an approved **backflow prevention containment device** is fitted, appropriate to the **property's** hazard rating and **meter**, and that it complies with the **Plumbing Code of Australia**, our requirements published in our policies on our website, 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 water **meter** are exempt from this requirement, because these **meters** already contain a **backflow prevention containment device**.
- (3) **Properties** with larger water **meters**, or that have a higher hazard rating, must comply with our requirements published in our policies on our website.

10.3 Access to the water meter

- (1) We may enter your **property** without notice to read, test, inspect, maintain or replace the water **meter**.
- (2) You must ensure that the water **meter** is accessible to **our people** at all times. The water **meter** and visible pipe connected to it, should be clear of concrete, plants, trees, bushes and other obstructions.
- (3) If you have not provided reasonable and safe access to the water **meter**, we may:
 - (a) bill you on an estimate of your water usage
 - (b) require you to do any of the following:
 - i. relocate the water **meter** at your cost,
 - ii. read the water **meter** yourself and provide us with the reading, or
 - 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 water service** until you provide reasonable and safe access around the water **meter**
 - (e) charge you a fee for installing a remote reading device or digital water **meter**, or
 - (f) make other arrangements with you.
- (4) If you intend to relocate your water **meter**, you need to engage a licensed plumber or drainer at your cost. Your plumber should check our published policies and guidelines before relocating the water **meter**.

10.4 Measuring water supply

- (a) You will be charged for the quantity of **drinking water** and **recycled water** measured by the water **meter**, unless the **meter** is faulty and we are required to adjust what we charge you under clause 10.5.
- (b) It is an offence under the **Act** to tamper with a water **meter**, or to divert water in a manner that prevents the water **meter** from recording usage.
- (c) If a water **meter** is stopped, inaccessible, or damaged, we will calculate an estimated water usage on a basis that is representative of your usage pattern, which we will use to calculate your water usage charge.
- (d) Where we have made three attempts, (each at least one week apart), within a six-week period to contact you to arrange to repair or replace the water **meter** and we have had no response, we may charge you an unmetered **service charge** until the water **meter** can be repaired or replaced. Where possible, we will use at least two different communication methods to try and contact you before charging you with an unmetered **service charge**.
- (e) We will make every reasonable effort to provide an actual **meter** reading at least once every 12 months, including water **meter** readings taken by you on our behalf.
- (f) Where the **meter** is part of an automated water **meter** reading system in a multi-level building, we may share your **meter** reading information with the **Owners Corporation** or building manager.

10.5 Meter testing

- (1) If you consider that the water **meter** is not recording accurately, you may request, at your cost, that we test it. We will:
 - (a) send the water **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 of the **meter** testing on your request.
- (2) You must pay the costs of the water **meter** test, before it is done.
- (3) If the test shows that the water **meter** is over-recording by over four per cent (4%) of the actual volume passing through it, we will:
 - (a) repair or replace the water **meter**,
 - (b) refund the **costs** paid by you for the test, and
 - (c) recalculate your most recent **bill** on the basis that is representative of your water usage pattern.

10.6 Meter replacement

- (1) We will replace the water **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 to be 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 water **meter** has been installed. A mutually acceptable time will be negotiated with **non-residential customers** for the replacement of water **meters**, where practicable.

- (3) For **meters** installed inside units in multi-level buildings, refer to our water metering requirements, published in our policies and guidelines on our website.
- (4) If you become aware that the water **meter** has been stolen from your **property**, you are required to report the theft to Police as soon as possible. Once you receive an Event Number for your Police report, please contact us on 13 20 90. We will arrange for the water **meter** to be replaced, and you may be required to pay any related **charges**.

Note: If the pipework on either side of the water **meter** was damaged during the theft, you will need to engage a licensed plumber, at your own cost, to repair the pipework before the new **meter** is installed.

11 Redress

11.1 Notification

If you notify us that we have failed to comply with this **Customer Contract**, or our activities have resulted in inconvenience, damage or loss to you or your **property**, we will investigate the matter and promptly advise you of how we may rectify the problem including:

- (a) whether you are entitled to a rebate under clause 11.2,
- (b) redress available under clause 11.3.

11.2 Rebates

- (1) You may be entitled to a rebate on your **bill** if any of the events in this clause 11.2 occur, if 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.

Note: The prices reflected in the following clauses (4) – (14) are correct as of the first year of this **Customer Contract**. These values will increase in line with CPI annually for the duration of this **Customer Contract**.

Unplanned interruptions

- (4) If you experience an **unplanned interruption** to your **drinking water service** more than five hours in duration due to a failure of our **water system**, an automatic rebate of \$46 will be applied. This rebate is applicable for the first and second events that you experience an **unplanned interruption** in a 12-month rolling period.
- (5) If you experience three or more **unplanned interruptions** to your **drinking water service** of over one hour each in a rolling 12-month period, due to a failure of our **water system**, 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 after 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** more than five hours in duration, an automatic rebate of \$23 will be applied. You will receive this rebate for every event of this type that you experience.

Low drinking water pressure

- (7) If we assess your **property** as having experienced **low drinking water pressure** you are entitled to a rebate of \$46. When the **low drinking water pressure** event is identified through our system monitoring, the rebate will automatically be granted. Only one rebate of this type will be applied each quarter.
- (8) You are not entitled to a rebate for low pressure under clause 11.2(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.

Wastewater overflows

- (9) If you experience a **wastewater overflow** on your **property** due to a failure of our **wastewater system**, you are entitled to a rebate of \$87 after the event.
- (10) If you experience two **wastewater overflows** on your **property** in a rolling 12-month period, due to a failure of our **wastewater system**, you will be entitled to a rebate of \$174 after the second event.
- (11) If you experience three or more **wastewater overflows** on your **property** in a rolling 12-month period due to a failure of our **wastewater system**, you will be entitled to a rebate equal to the whole annual wastewater **service charge**, less any concessions available to you. You will receive this rebate for the third event that you experience in the rolling 12-month period.

Dirty or discoloured water

- (12) If you notice that the **drinking water** supplied to your **property** is dirty, discoloured or is not suitable for normal domestic purposes, you should contact us on our 24-hour faults hotline on 13 20 90.
- (13) After we investigate your feedback about the **drinking water** supplied to your **property**, you may be entitled to a rebate of \$46 for being provided with dirty or discoloured **drinking water** or **drinking water** that is not suitable for normal domestic purposes. Only one rebate of this type will be applied each quarter. If the cause of the problem is identified in **your water system**, the rebate will not apply.

Boil water alerts

- (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 contamination incident, where your **property** is within the declared boiled water alert area.

Exception for events beyond our control

- (15) If an event beyond our control occurs, as per clause 4.3, the rebates under this clause 11.2 will not apply.

11.3 Forms of redress

- (1) If a failure by us to comply with this **Customer Contract** or the **Operating Licence**, or our activities result 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. We will treat your request in accordance with clause 12 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 offer you, you may request a review of the redress by a manager.

11.4 Claim for monetary compensation

- (1) If you would like to make a claim for monetary compensation as a form of redress, you must specify the nature of the problem and the monetary compensation sought. We will require you to:
- (a) submit your claim in writing on a Claim Form which is available on our website or by request, and
 - (b) provide relevant documentation and evidence in support of your claim.
- (2) We will:
- (a) acknowledge receipt of your claim within five business days, and
 - (b) provide you with a Claim Reference number that will assist you with tracking your claim.
- (3) We will investigate the claim and provide regular updates including an initial update within 30 days of receiving your claim.
- (4) Once our investigation is complete, we will provide you with a written assessment of your claim, outlining the reasons for our 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 12.2, and if you are still dissatisfied,
 - (b) seek an external review under clause 12.4

11.5 Guarantees and assurance

- (5) Our goods and services come with certain guarantees that cannot be excluded under **Australian Consumer Law**. 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**.
- (6) This clause does not affect rights you may have under a **Law** that cannot be excluded or limited.

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

12.1 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 us.
- (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.
- (3) The *Complaint Policy* is available on our website and by request.
- (4) We will:
 - (a) acknowledge receipt of your **complaint** within:
 - i. two business days (when made over the phone and the matter cannot be dealt with immediately), or
 - ii. five 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 service request number that will allow you to track your **complaint**.

12.2 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 the review
 - (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.

12.3 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 our 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 work.

- (b) the **complaint** is resolved through an external **dispute** resolution process in accordance with clause 13
- (c) 28 business days have passed since you have received our response referred to above and you have not:
 - i. sought a further review under clause 12.2, or
 - ii. escalated the **complaint** to **EWON** as provided in clause 12.4.
- (2) We will extend the 28 business days by a reasonable period if:
 - (a) within those 28 business days you have requested an extension, or
 - (b) after the 28 business days you demonstrate that, because of special circumstances, you were unable to seek an extension within the 28 business days.
 - (d) We will treat any further communication received from you after the expiry of the 28-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.

12.4 External dispute resolution

- (1) If you are still not satisfied with our response after following the process in clauses 12.1-12.3, 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) We would appreciate the opportunity to try and resolve the issue with you first, before you refer the matter to **EWON**.
- (3) **EWON's** services are available to you at no cost.
- (4) **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.
- (5) 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. If you choose not to accept the Ombudsman's decision, Sydney Water is released from any obligations imposed by the decision.
- (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).

13 Who you should contact

13.1 Emergency assistance (faults and leaks assistance)

- (1) You may contact our 24-hour Faults hotline on 13 20 90 in the event of:
 - (a) a suspected leak or burst water pipe
 - (b) a **wastewater overflow**
 - (c) an **unplanned service interruption**
 - (d) a water quality or **low drinking water pressure** problem, or

- (e) a blocked **stormwater** canal.
- (2) The emergency phone number is also listed on your **bill** and on our website, sydneywater.com.au.
- (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 faults and leaks can also be directed to faulthood@sydneywater.com.au.

13.2 General enquiries

- (1) You can find information on a range of topics on our website at sydneywater.com.au. You can check for **water service** interruptions or subscribe for **water 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: sydneywater.com.au using the online Contact us **enquiry** form)
 - (b) [Email: CustomerService@sydneywater.com.au](mailto:CustomerService@sydneywater.com.au)
 - (c) Post: PO Box 399 Parramatta NSW 2124, or
 - (d) Call: 13 20 92 (between 8:00am and 5.30pm, Monday to Friday, excluding public holidays)

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**, on our website and in Telstra's phone directory.
- (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 five business days of receiving it, unless we can respond sooner by phone contact. Our written response will provide a service request number for follow up **enquiries**.
- (7) If your phone **enquiry** cannot be answered immediately, we will:
 - (a) provide a reference number for your phone **enquiry**, and
 - (b) make every reasonable effort to respond to your phone **enquiry** within five business days.

13.3 Free interpreter and TTY services

- (1) We provide a free interpreter service for people from non-English speaking backgrounds 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):
 - (a) For TTY (teletypewriter) users, call 133 677 and ask for 1300 143 734
 - (b) For Speak and Listen (speech-to-speech relay) users, call 1300 555 727 and ask for 1300 143 734, or
- (3) For internet relay users, connect to the NRS (see relayservice.gov.au for details) and ask for 1300 143 734.

14 Consultation, information and privacy

14.1 Community involvement

- (1) We engage with customers and the community on issues relevant to our programs, services and decision-making processes.
- (2) For further information about how we engage with our **customers** and the community, see our website.

14.2 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).

14.3 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 Manager, or to the NSW Privacy Commissioner.
- (4) You may 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, 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
 - (c) to survey you about any **services** that we provide or propose to provide.
- (5) You may opt out from receiving certain electronic communications.
- (6) We may collect or disclose **personal information** about you to other authorities or government departments, such as the Land Registry Services or Services Australia.
- (7) To the extent permitted by **Law**, we may disclose **personal information** we have either collected from you or from the Land Registry Services, and information relating to your

payment or credit history, your creditworthiness, credit standing or credit capacity (including our opinions regarding these matters) to:

- (a) credit reporting agencies, other credit providers, other suppliers, or our agents and contractors, or
- (b) other **authorities** for the purpose of confirming your eligibility for concessions and exemptions (for example, to verify your pensioner concession with Services Australia).

15 Definitions, interpretation and policies

15.1 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).

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 water, wastewater, **recycled water** or **stormwater drainage system** that has been authorised or approved by us, or a predecessor of Sydney Water. Your connection may pre-date formal written approvals.

Backflow prevention containment device means a device to prevent the reverse flow of water into our **water systems** to avoid the potential for contamination of **drinking water**.

BASIX means the Building Sustainability Index which applies to all new homes and some renovations, and 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.

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

Combined service means a single water connection to our **water supply system** used to provide both firefighting and domestic water needs.

Commencement date has the same meaning as for Sydney Water's **Operating Licence 2024-2028**.

Complaint means an expression of dissatisfaction made to or about 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 requirements means our requirements for connection to our **systems**, published on our website. These requirements are intended to ensure that there is adequate capacity for **customer** connection and that our **systems** are protected against potential problems that could arise from **defective** or **unauthorised connections** and **defective customer** systems.

Customer has the definition given in clause 2.2.

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

Data logger is a device that electronically measures water use. An owner may retrofit this device to the **meter** when they want up-to-date information on their water use.

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: We provide stormwater drainage **services** within **declared stormwater drainage areas**. These areas are marked on maps located on our website.

Defect or defective means any non-compliance of any of **your systems** with the **Plumbing Code of Australia**, or any blockage or leakage from any of **your systems**.

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 supply of our **service(s)** 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**.

Drinking water system includes any of our assets that are, or are intended to be, used for our **drinking water services**.

Enquiry means a written or verbal 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.

Extended private service is classified as such for one of the following reasons:

- Your water **meter** is a long way from the **property boundary**.
- Access to your **property** is from a minor lane, a privately owned road, or road that does not have a Sydney Water owned water pipe installed, or
- There are no hydrants along the access road to your **property** (indicating there may be no water **services** available).

An **extended private service** may serve a single **property** or multiple **properties**.

Fire service means a **water service** constructed to meet fire protection requirements under the relevant **Law**. **Combined services** are considered to be **fire services**.

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

Insolvency event means where:

- (a) you inform us in writing or creditors generally that you are insolvent or unable to meet financial commitments,
- (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 **point of connection** to our water main is below 15m head of pressure for a continuous period of one hour or more. It is determined 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.

Meter is the device used to measure the water usage and includes any remote reading equipment and associated wiring, data logging and servicing equipment.

Minister means the Minister responsible for administering those provisions of the **Act** relating to Sydney Water's **Operating Licence**.

My Account is our online platform where **customers** can update their **personal information** and access and manage **bills** and 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**, **private residential tenant**, or **non-residential tenant**.

Non-residential tenant is a person who occupies a premises under a tenancy agreement and is not a **private residential tenant**.

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.

Owners Corporation means the owners of the lots in a strata scheme, which constitute a corporation under section 8 of the *Strata Management Act 2015*.

Payment arrangement means an arrangement between Sydney Water and a **customer** to pay their **bill** by instalments, in advance or arrears.

Payment difficulty means situations where a **customer** is willing but 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 prior notice has been given by us under clause 4.2.

Plumbing Code of Australia is the code with which all plumbing and drainage work in Australia must comply. 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.

Point of connection is the joint immediately attached to our **systems**. 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.

Pressure sewerage equipment is all equipment that collects **wastewater** in a tank installed on a private **property**, as part of the **pressure sewerage system**. The equipment includes a pressure sewerage pump, collection tank and cover, alarm control panel, electrical connections and ancillary equipment. The pump located inside the tank grinds the **wastewater** into a slurry and pumps it from the private **property** to our **wastewater system**.

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

Private residential tenant means a person who occupies premises under a residential tenancy agreement, excluding premises managed by a **social housing provider**.

Property means any parcel of land that is connected to, or for which a connection is available to, our **drinking water system**, **wastewater system**, **recycled water system** 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).

Property cluster has the meaning given in the **Operating Licence**.

Note: the meaning given in the **Operating Licence** refers to certain identified **properties** that are affected by recurring **low water pressure** and are located in one of the following areas:

- Kurrajong
- North Richmond
- Horsley Park
- Bass Hill
- Buxton, or
- Denham Court

Property owner has the same meaning as “owner” 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.

Rainwater means water or ice that falls from the sky to the earth, but excludes water that is collected in a **rainwater** tank for use on your **property**.

Recycled water means water that has been treated to a standard suitable for its intended end use such as industrial, commercial and/or residential 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 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**.

Recycled water system includes any of our assets that are, or are intended to be, used for our **recycled water service**.

Residential customer means a **customer** who owns a **property** that is used as a principal place of residence.

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 action taken by us to reduce flow of water 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** as identified in any determination made by **IPART** of maximum prices that may be levied by Sydney Water for **stormwater services**, in force from time to time.

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.

Separate agreement means a **separate agreement** we may enter into with you for difference levels of **service** than under this **Customer Contract** or for **additional services**, such as **trade waste**, **sewer mining**, stormwater harvesting, pump to sewer, or **recycled water**.

Service charge is a **charge** for being connected to our **water system**, **recycled water system**, or **wastewater system**, or located within a **declared stormwater drainage area** or the **Rouse Hill stormwater catchment area**.

Services means **water services**, **wastewater services** and **stormwater services**.

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

Social housing provider means any of the following:

- (a) the New South Wales Land and Housing Corporation
- (b) the Aboriginal Housing Office
- (c) an organisation registered under Part 5 of the Aboriginal Housing Act 1998 (NSW), and
- (d) a registered community housing provider.

Stormwater drainage system has the same meaning as in the **Operating Licence**.

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

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

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

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

- (a) is produced at a **property** in the course of non-residential activity and generally contains pollutants at a concentration greater than the domestic equivalent determined by **IPART**,
- (b) is produced or stored at a **property**, or 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 contaminated run-off or groundwater from land that is contaminated within the meaning of section 5 of the *Contaminated Land Management Act 1997* (NSW).

Note: You may know the term **trade waste** as 'trade wastewater'.

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

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 is where you connect to any of our **systems** without an approval from us.

Unauthorised work means the placement of any excavation, building, landscaping, construction or other works or structures over or adjacent to our **assets** that interferes with our **assets** or **systems**, without our approval.

Unplanned interruption means an interruption to the **services**, for which prior notice (two days for **residential properties** or seven days for **non-residential properties**) has not been given to the occupants of the **property**, 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 **systems**.

Wastewater includes the water you flush down your toilet, water that drains from your shower, bathtub, sink, washing machine and other plumbing sources. **Wastewater** is also known as sewage.

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

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

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, reticulation or disposal of **wastewater**.

Wastewater system includes any of our **assets** that are, or are intended to be, used for our **wastewater service**.

Wastewater usage discharge factor is an estimate of the volume of **wastewater** discharged by you into our **wastewater systems**, 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.

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

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

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

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

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

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 system** but does not include our **wastewater system**. It includes privately owned **pressure sewerage equipment**. **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 downstream of the **point of connection** with our **water system**, that is required for or incidental to the supply and measurement of **drinking water** or **recycled water** provided by us but does not include our **water system**.

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.

15.2 Interpretation

The following rules of interpretation apply to this **Customer Contract**, unless specifically stated otherwise:

- (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) 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,
- (9) 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,
- (10) 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,

15.3 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.

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**.

Operation and **maintenance** obligations for **pressure sewerage equipment** is illustrated in Appendix B.

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 Building Commission NSW 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 on your side of the electricity meter, 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 tank and pump 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 must install an isolation valve at the **point of connection** to our **wastewater system**, so that we can **disconnect your wastewater system** if required.
- (9) You may apply to us to **disconnect** from our **wastewater system** if you obtain **approval** from your local council to install an alternative on-site sanitary treatment system to service your **property**.
- (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 stormwater ingress into **your wastewater system**, your **pressure sewerage equipment** or into our **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 **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 Building Commission NSW 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 to connect to our **wastewater system**.
- (3) You must only use our **pressure sewerage equipment** to pump **wastewater** from a dwelling on your **property**. Each dwelling on a **property**, including granny flats or other secondary dwellings, must have its own separate **wastewater** connection and **pressure sewerage equipment**.
- (4) You must ensure that:
 - (a) the **pressure sewerage equipment** is connected, and remains continuously connected, to the 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.
- (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 council to install an alternative 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 any of 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 stormwater ingress into **your wastewater system**, our **pressure sewerage equipment** or our **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 Building Commission NSW 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 to connect to our **wastewater system**.
- (4) You can only use our **wastewater system** and **pressure sewerage equipment** to remove **wastewater** from a dwelling on your **property**. Each secondary dwelling on a **property** must have its own **pressure sewerage equipment** that is directly connected

to our **pressure sewerage system**, and is separate to the primary dwelling's connection to our **wastewater system**.

- (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.
- (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 council to install an alternative 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 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 stormwater ingress into **your wastewater system**, our **wastewater system** or **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 drinking water system **maintenance** responsibilities

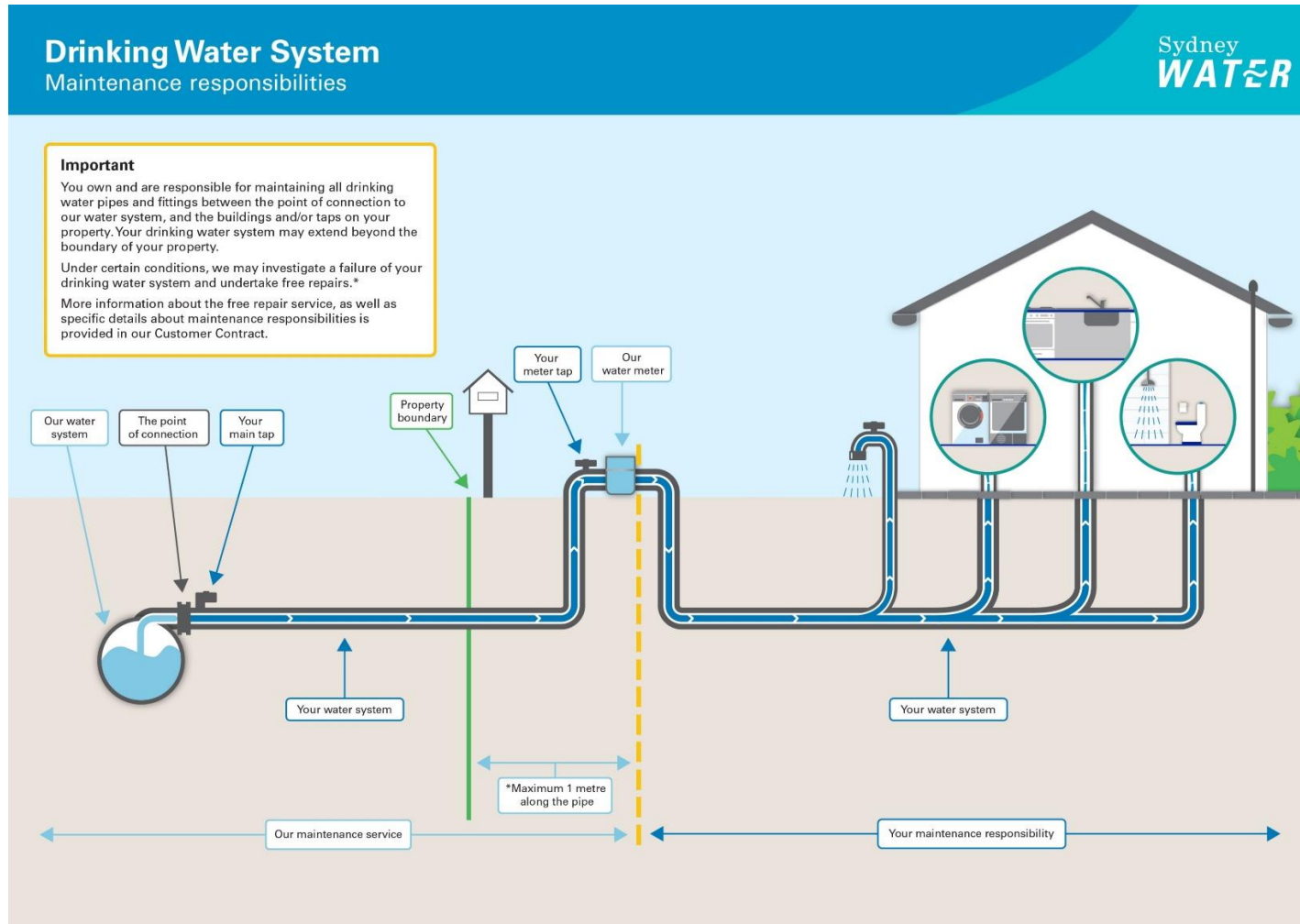


Figure 2: Typical **recycled water system maintenance** responsibilities

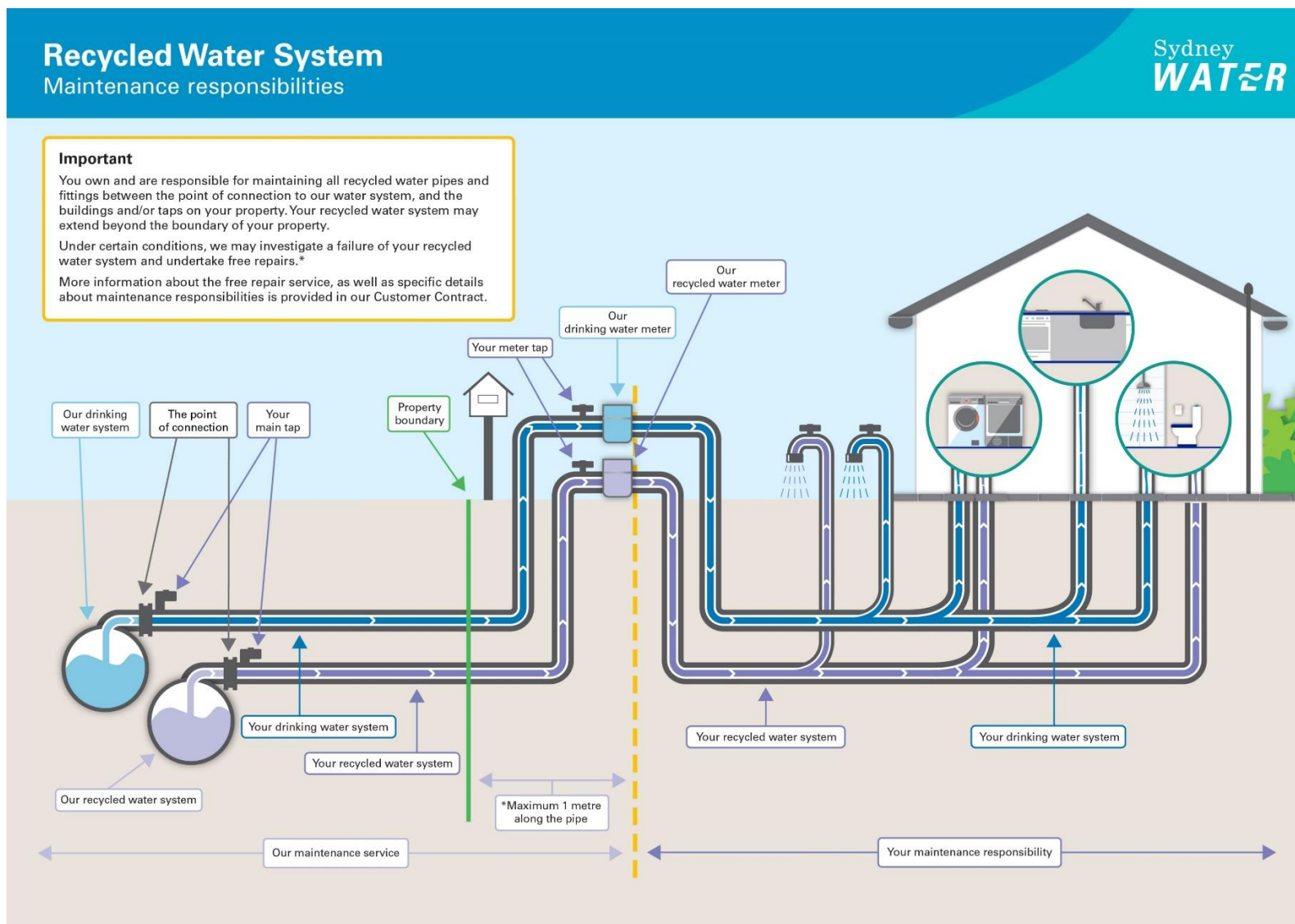


Figure 3: Typical gravity **wastewater system maintenance** responsibilities

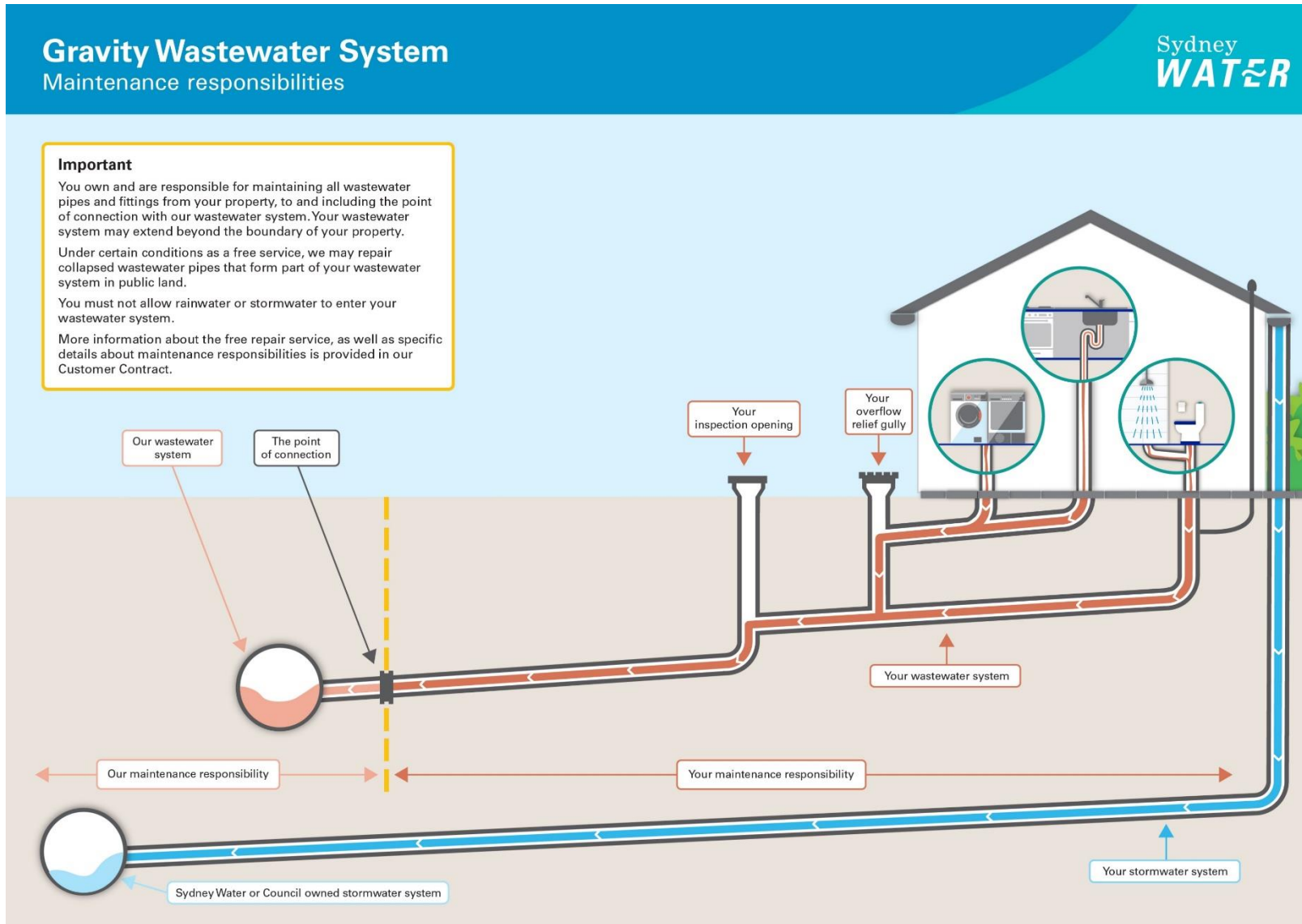


Figure 4: Typical vacuum **wastewater system maintenance** responsibilities

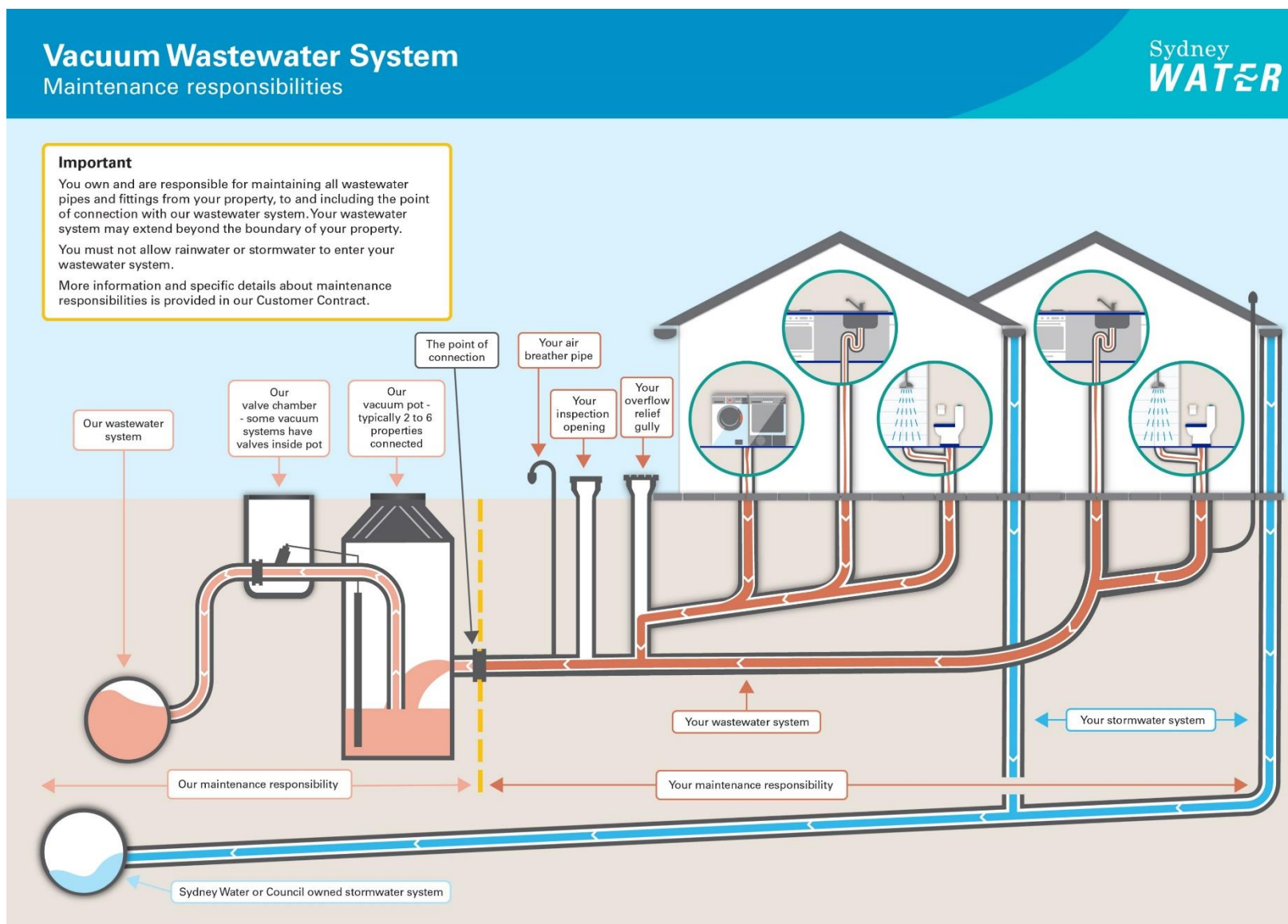


Figure 5: Typical **pressure sewerage system maintenance** responsibilities – Privately owned equipment

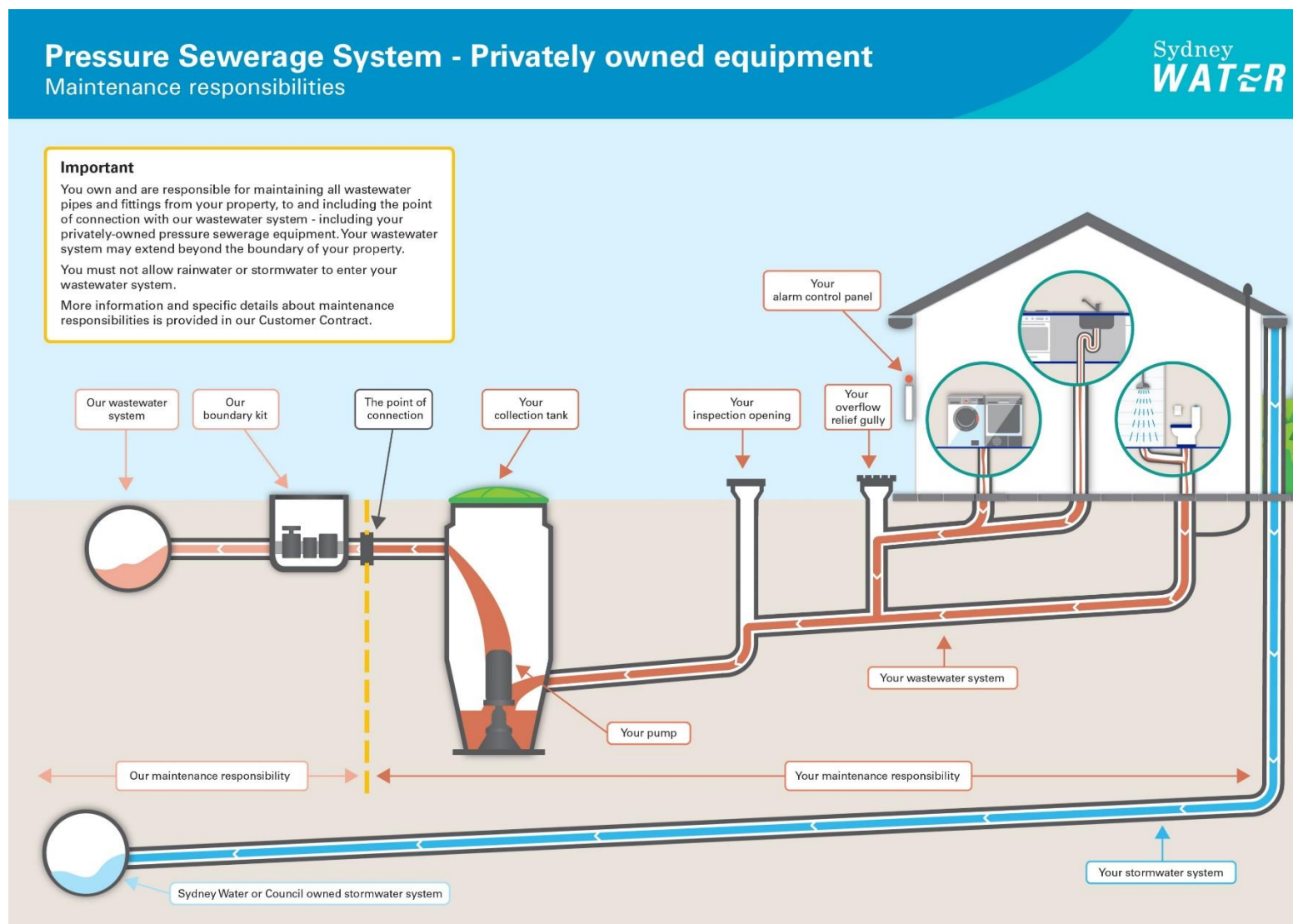


Figure 6: Typical **pressure sewerage system maintenance** responsibilities – Sydney Water owned equipment - single **property** connections

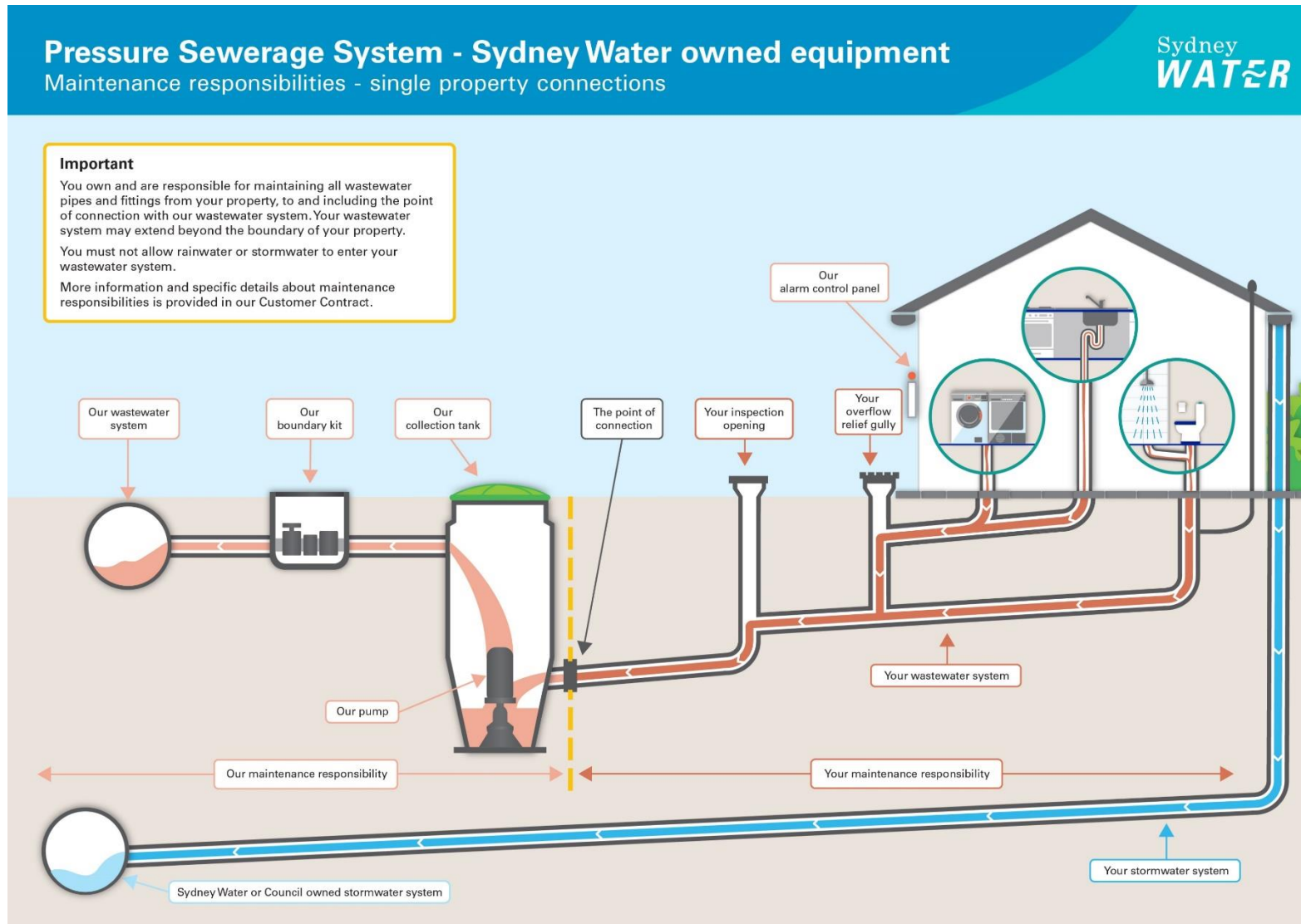
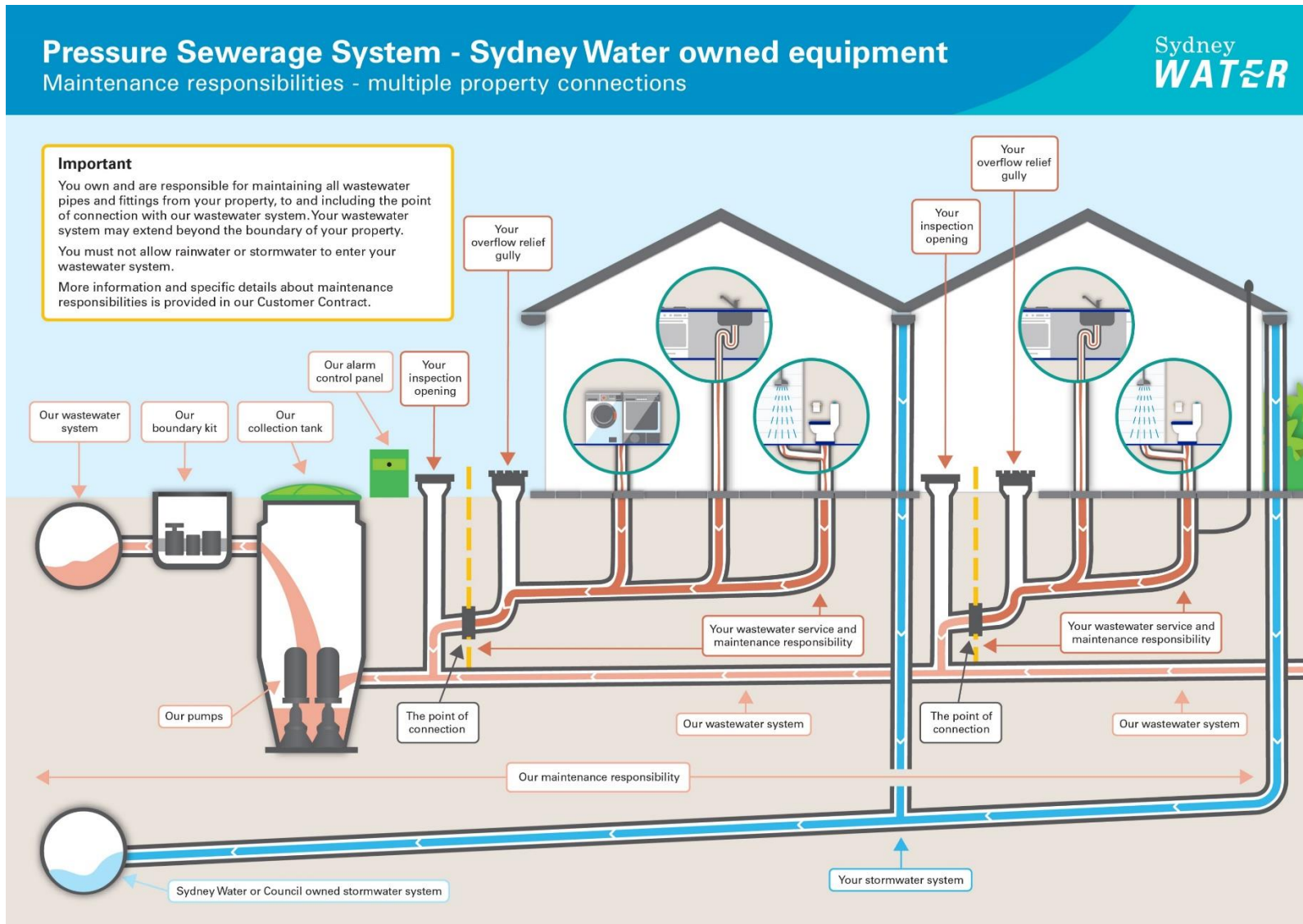


Figure 7: Typical **pressure sewerage system maintenance** responsibilities – Sydney Water owned equipment - multiple **property** connections





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Contents

Foreword.....	3
1— Introduction.....	3
2— What is this Customer Contract and who is covered by it?.....	3
3— What services do we provide?.....	5
4— Factors affecting service.....	9
5— What you pay.....	11
6— What you can do if you are unable to pay the bill.....	16
7— Restriction or disconnection of services.....	17
8— Responsibilities for maintenance and repair.....	21
9— Defective or unauthorised work.....	27
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.....	37
14— Who you should contact.....	38
15— Consultation, information and privacy.....	40
16— Definitions, interpretation and policies.....	41

Foreword.....	4
1 Introduction.....	4
2 What is this Customer Contract and who is covered by it?	4
3 The services we provide	7
4 Factors affecting service.....	11
5 What you pay	13
6 What you can do if you are unable to pay your bill	18
7 Restriction or disconnection of services.....	20
8 Responsibilities for connections, maintenance and repair	26
9 Entry onto your property	35
10 Water meters and Backflow Prevention.....	37
11 Redress	40
12 What you can do if you are unhappy with our services.....	43
13 Who you should contact	45
14 Consultation, information and privacy.....	47
15 Definitions, interpretation and policies	48

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 ~~services~~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~~15.1.

1.2- Understanding the Customer Contract

Clause ~~16~~15.2 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~~outlines 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 upon request.~~

2.2- Who is covered by this contract?

(1) Property owners

You are our **customer**, and you are covered by this **Customer Contract** if you own a **property** that ~~is:~~

- (a) ~~connected~~ has an authorised connection to our **water infrastructure system** or **wastewater infrastructure system** and is within our **area of operations**, or
- (b) is 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 are payable by you.

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

(2) ~~If you~~ Private residential tenants

~~You are not also our customer but~~ and covered by clauses 2.4, 2.5, 2.6, 6.1, 7.1(4), 7.4, 7.5, 11.3, 11.4, 12, 13 and 14 only, if you receive **water services** and/or **wastewater services** from us ~~as a consumer, please refer to our separate document about the protections available to and you~~ are a private residential tenant.

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

(3) Non-residential tenants

You are also our **customer** and covered by clauses 2.4, 2.5, 2.6, 6.1, 7.1(4), 7.4, 7.5, 11.3, 11.4, 12, 13 and 14 only, if you receive **water services** and/or **wastewater services** from us and you are a **non-residential tenant**.

(4) Services from WIC Act licensees

If you have a drinking water supply service, recycled water service, or sewerage services wastewater service contract from a licensee under the *Water Industry Competition Act 2006* (NSW) (**WIC Act**), then this **Customer Contract** does not apply to those services. This **Customer Contract** only applies to you for the **services** you receive directly from us. ~~For the purposes of this WIC Act, water supply services include recycled water services.~~

2.3- Other agreements with us

~~(1) We may enter into 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~~

- (1) ~~separate~~ or additional **services agreement for, such as trade waste, sewer mining, stormwater harvesting, pump to sewer, 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~~ if you are a non-residential customer and you request a different level of services, 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**.

2.3-4 When does this Customer Contract commence?

(1) This **Customer Contract** comes into effect on ~~1 July~~ the Commencement Date of Sydney Water's Operating Licence 2024-2028, which is the date specified by the Governor in a notice published in the NSW Government Gazette.

~~(1)~~ On and will apply from the Commencement Date, this Customer Contract applies to you:

~~(a) from that date, or, if you are were not already a customer, or~~

~~(1)(2)~~ it applies from the date that time you become are 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.

~~(2)(3)~~ On its commencement On the Commencement Date, 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** ~~ease~~ 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~~ before 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~~ put the transfer into effect.

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 the details 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~~ their next **bill**, via the method ~~you~~ they have chosen to receive ~~your~~ their **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~~ six 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 Contract 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~~The 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~~system, 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,
 - (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, or,
~~(a) where we are entitled to restrict or discontinue supply under clause 7,~~
~~(b) in the case of major operational incidents under clause 4.3, or~~
 - (c) in the case of events beyond our reasonable control in accordance with clause ~~4.5-3.~~
- (2) 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.

Supply of recycled water

- ~~(2)~~(3) 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- for those services.
- ~~(3)~~(4) If you are eligible to receive **recycled water** because your property is within a Sydney Water recycled water area, 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, or
~~(c) in the case of major operational incidents under clause 4.3, or~~
 - (c) in the case of events beyond our reasonable control in accordance with clause ~~4.5-~~3.

~~(4)(5)~~ 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)(1)~~ 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 arrange for your health provider to 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~~

~~(7)(8)~~ You may also be eligible for a free wateran allowance. of water supply that is not subject to charges. Information about the free water supply allowance can be found on our website.

~~(2)~~ ~~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

~~(8)(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 point of connection ~~point to our drinking water system~~. This pressure is recognised as suitable for **residential customers** and **non-residential customers**.

Water restrictions

~~(9)(10)~~ The **Sydney Water Regulation** allows the **Minister** ~~to place~~ may impose **water restrictions** on the supply use 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 ~~We will make every reasonable effort to notify you in your next bill~~ of any **current water restrictions** consistent with the **Act** and **Operating Licence**. We will publish notice of any **water restrictions** on our website and in a manner that is likely to bring the **water restrictions** to the attention of the public, in accordance with the **Sydney Water Regulation**.

~~(10)~~(12) You must comply with the conditions of the **water restrictions** on and from the date specified in the notice. If you do not comply with the **water restrictions**:

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

~~(a)~~ you may be issued a **penalty notice**, and/or

~~(b)~~ we may **restrict** or **disconnect** the **water service** to your **property**.

~~(11)~~(13) The **water restrictions** may ~~regulate or restrict, across all~~ apply to the whole of our **area of operations**, or part of that area as specified in the notice: to regulate or restrict:

- (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.

~~(14)~~ The **water restrictions** will override any inconsistent provisions in this **Customer Contract**. ~~If you do not~~

Emergency restrictions on drinking water consumption

~~(12)~~(15) In circumstances where a **disaster event** has occurred which has affected or may affect the ability to supply sufficient **drinking water** for public health needs to the relevant catchment(s), we may issue a notice to you requiring you to **restrict** the quantity of **drinking water** consumed at your **property**. You must comply with these emergency **restrictions**. ~~If you fail to comply with the **water restrictions**:~~ any emergency **restrictions**, we may **disconnect** or **restrict water services** supplied to you.

~~(16)~~ The notice will include the terms of the **restriction** including the volume which can be consumed (if any) and the period or likely period of the **restriction**.

~~(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 system**, we will provide you with **wastewater services** to meet your

reasonable needs for the discharge of domestic wastewater ~~from a residential property~~, except:

- (a) in the case of **unplanned interruptions** or **planned interruptions** under clauses 4.1 and 4.2,

~~(a) where we are entitled to restrict or disconnect supply under clause 7,~~

~~(b) in the case of major operational incidents under clause 4.3, or~~

- (b) in the case of events beyond our reasonable control, in accordance with clause 4.5-3.

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

Wastewater ~~overflow~~overflows

- (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 system**.
- (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 system**, 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 ~~1211.2~~ and ~~1211.3~~.

Sewer mining

- (4) You may extract **wastewater** from our **wastewater infrastructure system** 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~~can contact us ~~through the Contact Centre~~ for further information.

Trade waste services

- (5) You may discharge **trade waste** into our **wastewater infrastructure system** only if:
 - (a) you have obtained our prior written consent,
 - ~~(b) where it is required by us, you have a valid and separate agreement with us for this activity, and~~
 - ~~(b)(c)~~ (c) you discharge in accordance with the **trade waste acceptance standards** published on our website, ~~and~~ and/or if required by us, the terms of our separate agreement with you.
 - ~~(a) 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 system** if we determine that it poses a risk to:
 - (a) our operations, ~~or our systems,~~
 - (b) the health and safety of **our people**, or
 - (c) our ability to service or meet the expectations of our broader **customer** base.
- (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~~ We provide our stormwater infrastructure is in services within 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 via our stormwater drainage systems managed by local councils. While, If~~ your **stormwater** ~~is generally not directly connected to our stormwater infrastructure~~ property is located within any of these areas, 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**.

Note: The local council may also provide street drainage services which then connects into our stormwater drainage system.

- (2) You ~~may contact us through the Contact Centre to determine~~ can check if your **property** is within a **declared stormwater drainage area**, or within the **Rouse Hill stormwater catchment area**, ~~by referring to our website or by contacting us.~~
- (3) We will notify you if an area of land is newly ~~declared to be~~ classified as a **declared stormwater drainage area** and the declaration affects your **property**.

Stormwater harvesting

- (4) You may extract **stormwater** from our **stormwater infrastructure drainage system** 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~~ can contact us ~~through the Contact Centre~~ for further information.

4- Factors affecting service

Our obligations to you under clause 3 (except clause 3.1(52)) are ~~suspended for the duration of any of the events described in clauses 4.1 subject to 4.5, to the extent those events prevent us from complying with the relevant obligation.~~ this clause 4.

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~~clause 13.1(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.~~
- ~~(4)~~ Our website will provide information about **unplanned interruptions** (including, where possible, estimated times for restoration of the **services**). Through ~~the~~our 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~~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 or planned **maintenance** of our **systems**.
- (2) We will notify you of the expected time and duration of any **planned interruption**. We will provide you with at least two days' notice if you are a **residential customer** or a **private residential tenant**, and seven days' notice if you are a **non-residential customer** or **non-residential tenant** (or such other times as agreed with you) of a **planned interruption**.
- ~~(4)~~(3) We will make every reasonable effort to reinstate your **services** within 5~~five~~ 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.

~~Where practicable, we will publish notice of the **major operational incident** and the anticipated time of outage on Interruptions caused by events beyond our website control~~

~~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 likesimilar 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**.
- (2) You may be entitled to an exemption from **service charges** based on the use of your land.
 - ~~(3) A variation to those **charges** will commence on:~~
 - ~~(a) the first business day of the next billing cycle.~~
 - ~~(b) a date we nominate after we have published the variation, or~~
 - ~~(a)(c) a date determined by IPART.~~
 - ~~(3)(4) If the date for commencement of a variation of charges 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, upon request.
- (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~~

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 **property 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~~**this** 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, if you contact us.**
- (3) By applying for a concession, you authorise us to make enquiries with **relevant authorities** to confirm your eligibility.

Note: See clause ~~4~~**5**~~14~~**14**.3 for an outline of the information we may provide to relevant authorities for the ~~purpose~~**purposes** 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 granted from the full commencement of the next billing cycle, in which after** 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 ~~4~~**2**~~11~~**11**.

5.5 Your bill

5.1 When will your bill be sent?

- (1) We will issue a **bill** to ~~residential~~**our** customers every ~~3~~**three** months for the **services** we provide ~~to you, unless otherwise agreed.~~
~~(1) 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.~~
- (2) We may, at our discretion, send **non-residential customers** a monthly **bill** for high water usage and **wastewater** disposal.
- (3) 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.

5.2 What information is on your bill?

- (1) 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,
- ~~(a) the most recent meter reading,~~
- (j) a comparison of your water usage with your past usage, where available,
- (k) contact telephone numbers for account **enquiries** and emergency services,
- (l) how to get information on payment assistance options,
- (m) your rights to rebates, and
- (n) information in community languages about the availability of interpreter services, and the phone number for these services.

5.3 How are bills issued?

- (1) 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.
- (2) ~~We may offer other methods of sending you~~At your **bill** ~~(such as electronically) during the term of this Customer Contract. If that happens you may request to receive, we will send~~ your **bill** and other communications regarding payment ~~by one of these other methods~~electronically, instead of ~~through the~~by post. If ~~we become aware that~~ your **bill** ~~cannot~~is ~~unable to~~ be delivered ~~through one of these other methods~~electronically, we will post the **bill** as outlined in clause 5.5~~(63(1))~~.
- ~~(3)~~ We will consider your **bill** as delivered to you once we have sent it ~~to you electronically under clause 5.3(1) or via post.~~(2).
- ~~(3)~~(4) 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.~~

5.64 How can payment be made?

- (1) You must pay your **bill** by one of the payment methods ~~outlined in~~provided on 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.

5.75 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~~two or more dishonoured payments have occurred. We may refuse future payments by these ~~means~~methods if you have a history of dishonoured payments.

5.86 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 as permitted~~ by **IPART** as part of a review conducted by **IPART** under the *Independent Pricing and Regulatory Tribunal Act 1992* (NSW).

~~(1) Any late payment fee we charge you We 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).~~

~~(2) We may also charge you the costs and fees that we incur in recovering (or attempting to recover) an overdue amount.~~
- (2) ~~We will not charge you charge~~ interest on your overdue account balance, or a late payment fee, if you have entered into a payment arrangement with us due to **payment difficulty**; and are honouring that arrangement.
- (3) If you do not pay your bill by the due date, or as required by a payment arrangement you have with us, we will send you a reminder notice. The reminder notice will advise you:
 - (a) of the amount payable,
 - (b) that payment is due immediately,
 - (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 the Energy and Water Ombudsman NSW (EWON), if you have attempted to resolve those concerns with us and are not satisfied with a decision made by us.
- (4) If you fail to comply with the reminder notice, we may take legal action to recover the debt and/or restrict or disconnect your services as described in clause 7. We may also charge you the costs and fees that we incur in taking such action.

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.
- (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 9.3.8.16.
- (g) If the undercharging is due to an **unauthorised connection**, we may charge you from the date we determine an **unauthorised connection** to have occurred¹ (for example, you have not obtained our written consent in accordance with clause 9.18.3 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 us¹ (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:~~

(2) However, we will not apply a credit to your next bill if the overcharging 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**, ~~or~~
- (f) building works which were not approved in accordance with clause 9.3.

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 **any amount** determined **amount in our favour**.

Note: See clause ~~13~~12.3 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 type**. We may review the determined **wastewater usage discharge factor** for your **property** if you can provide measured data to validate the change. Information about reviewing your **wastewater usage discharge factor** is available on our website and ~~only~~ 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~~**wastewater**), we ~~may apply an~~**will account for this** additional **volume in your wastewater discharge factor usage charges** or require the **wastewater** discharge to be ~~metered~~**measured** 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 **infrastructuresystems**, including the construction of any necessary works from your **property** to our ~~infrastructure~~**systems**.
- (2) We must approve any connections to our **infrastructuresystems**. 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 ~~work~~**work** required on our **systems** for a new **point of connection** ~~point~~ to our **infrastructuresystems**. This list ~~of~~ providers is available on our website or ~~through the Contact Centre~~**by request**.

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-, or where we have a right under the Act or this Customer Contract to charge you for costs incurred by us.
- (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 ~~the~~**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~~**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;
 - ~~(a) seek a deferral of payment for a short period of time;~~
 - ~~(b) 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~~
 - ~~(c) access a language interpreter (if required) at no cost to you.~~
- (2) 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:
- (c) tailored advice on other broader assistance options (including any appropriate government concession programs);
 - (d) seek a deferral of payment for a short period of time (being, in the case of a **private residential tenant**, at least four weeks)
 - (e) access a language interpreter (if required) at no cost to you
 - ~~(e)(f)~~ referral to financial counselling services; **(for residential customers and private residential tenants only)**
 - ~~(e)(g)~~ information from us about accredited community agencies offering payment assistance, such as payment assistance scheme credit; **(for residential customers and private residential tenants only)**, or
 - ~~(a) other programs which may assist you to better manage your current and future bills.~~
 - (h) negotiate a **payment arrangement** with us (for **residential customers** and **non-residential customers** only). If you are a **non-residential customer**, these arrangements will be based on reasonable commercial considerations and market conditions.
- (3) If you enter into a **payment arrangement** with us, ~~with this arrangement~~ 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, and
 - (d) ensure that allow you to pay your arrears are cleared over a period of time and so as to avoid your debt does not continue to grow, growing over time.
- (4) If you have entered a **payment arrangement** with us and are honouring that arrangement, we will:

- (a) waive interest and late payment fees on your overdue account balance for the period of the arrangement, and
- ~~(b) provide you with procedures that are fair and reasonable for dealing with the payment difficulty.~~

(b) not take any legal action to enforce the debt or restrict or disconnect the supply of water to your property.

~~(4)(5)~~ If you are unable to meet your scheduled payment you ~~will need to~~should 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 stated in a reminder notice issued under clause 5.6, including a reminder notice in respect of a payment arrangements arrangement, we may:~~

~~(a) take legal action to recover the debt, and/or~~

- (1) ~~restrict or disconnect your services~~ issue a restriction or disconnection notice. This will be done in accordance with our *Payment Assistance Policy* policies relating to debt, water flow restriction and disconnection for non-payment, as amended from time to time.
- ~~(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 The 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 of the amount payable;~~

~~(b) that payment is due within 5 business days of issue;~~

~~(a) 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~~

~~(b)~~ that payment is due immediately to avoid the **restriction or disconnection** of the **services** to your **property**, debt recovery action, and/or incurring additional costs relating to us taking such action

~~(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, subject to eligibility criteria, and

~~(b)(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.

~~(2)~~ If you fail to comply with After 10 business days of us issuing 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 you, without further notice, we may take action to~~ **restrict or disconnect** 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** supply of water to your **property**, and

~~(b)~~ that you may incur additional costs relating to:

~~(i)~~ us taking debt recovery/or take legal action, or

- (3) ~~the restriction or disconnection~~ of the services to your **property** to recover the amount outstanding.
- (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**.

7.2 Conditions for restriction or disconnection of supply of water for non-payment by customers

(1) We may **restrict** or **disconnect** the **water** services to your **property** if:

- (a) at least 10 business days have ~~elapsed~~ passed 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.

(2) In addition to the limitations on **restriction or disconnection** set out in clause 7.6, we will not **restrict** or **disconnect** the **services** or commence legal 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 12.3),

(c) if you have entered into, or are in the process of entering into, a **payment arrangement** due to **payment difficulty** and are honouring that **payment arrangement**, or

(d) you have notified us that you have sought assistance from a community agency and that assistance is imminent.

~~(2)~~(3) 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.

~~(3)~~(4) 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*.

7.3 Restriction or disconnection for other reasons

~~(3)~~ We may **restrict** or **disconnect** the **services** to your **property** if: 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),

~~(1)~~ if

~~(a)~~ you have **an unauthorised connection to our systems**

~~(b)~~ you connect your stormwater pipes to our **wastewater system**

~~(c)~~ **your system is defective** entered into,

~~(d)~~ you fail to rectify or ~~are~~remove an **unauthorised work** as set out in clause 8.16.

~~(e)~~ you breach this **Customer Contract**, the process of entering into **Act**, a **payment arrangement** ~~due~~**separate agreement** or any other agreement with us

~~(f)~~ you fail to ensure access to our **meter** on your **property** in accordance with clause 10.3 after we have made every reasonable effort to **payment difficulty** contact you to arrange access (such as leaving a notice requesting access and ~~are~~ ~~emptying~~ providing you with a **disconnection** warning)

~~(g)~~ the poor quality of your water pipes prevents us from exchanging the water **meter** and you have failed to address this within a reasonable timeframe of our notifying you of this

~~(h)~~ you fail to meet our metering requirements (published in our policies and guidelines)

~~(a)~~(i) you fail to comply with a written notice we issue you requiring the agreed ~~terms~~ 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, or have failed to provide an annual test report by the due date, or your **backflow prevention containment device is defective**

- (j) you use **sewer mining** or stormwater harvesting facilities that are not authorised by us or do not comply with applicable laws
- (k) you discharge **trade waste** into our **wastewater system** without a **separate agreement** with us (if one is required), or you fail to comply with the conditions of the **separate agreement**
- (l) you are connected to our **wastewater system** using **pressure sewerage equipment**, and you do not comply with your operation and **maintenance** requirements set out in Appendix A
- (m) 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**
- (n) we are entitled or required to **restrict** or **disconnect**, by direction of the **Minister** or under any applicable **Law** or this **Customer Contract**, or
- (o) the **customer** is a corporation and a **non-residential customer**, and an **insolvency event** occurs.

7.4 Occupiers (tenants) may pay charges to avoid restriction or disconnection

Where an amount unpaid on a **bill** is owed by a landlord, we may accept payment of outstanding **charges** by an occupier of the **property**, (in other words, the tenant) who may, in accordance with the **Act**, deduct those **charges** from rents otherwise payable to the landlord.

7.5 Minimum drinking water flow rate

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

- ~~(c) you have notified us that you have sought assistance from a community agency and that assistance is imminent.~~

7.6 Limitations on restriction or disconnection

(1) We will not take action to **restrict** or **disconnect** your **services**:

- (a) without providing reasonable notice to the occupier of the **property** that we intend to **restrict** the supply
- ~~(a)(b) without giving you notice under clauses 7.2 or 7.3 (as applicable), where the reason for **restriction** or **disconnection** is non-payment of your **bill**, except when an order is issued under relevant legislation~~
- ~~(b)(c) if you we have notified us received a notification that you need **drinking water** for a life support machine or other special needs (as per clause 3.1(7))~~
- ~~(d) 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,~~

~~(e)(d)~~ 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~~ **owner**, or deduct the amount paid from any rent payable to the ~~owner of the property~~ **owner**, and
- ii. without providing the tenant reasonable opportunity to pay the **bill**, or

~~(e)(e)~~ 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**;~~
- ~~(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.~~

7.7.4 ~~Minimum flow rate~~

~~If we take **restriction** action, we will provide a reasonable flow for health and hygiene purposes.~~ 7.5 ~~—~~ Disconnection by a customer

- (1) You may **disconnect** your **property** from our **infrastructuresystems**, provided:
 - (a) you have paid the relevant **charges**;
 - (b) you have complied with:
 - i. all applicable **Laws** including all applicable health, environmental and local council regulatory requirements, 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, system**
 - ~~(i) obtained our written consent;~~
 - ~~(ii) booked an inspection of the work;~~ and
 - ii. returned any of our **infrastructure equipment** to us (i.e., the **drinking water meter**); **recycled water meter** or **pressure sewerage equipment**

(f) the **disconnection** of your **service(s)** does not prevent access to, or delivery of **services** to other parties connected to a joint privately-owned service. Written approval from all relevant parties must be obtained by you.

- (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 equipment** is returned to us. You may apply to us to be exempted from this charge.

7.8 Restoration of services

- (1) If we **restrict** or **disconnect** the ~~services~~**drinking water service** to your **property**, we will give you information to enable you to make arrangements for the restoration of the ~~services~~**service**. You will need to pay a restoration fee to restore the ~~services~~**service**.
- (2) If you meet the below conditions ~~prior to 3:00 pm on any business day, we will make every reasonable effort to we will~~ 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 prior to 3:00pm on any business day, we will restore your~~ **drinking water service on the same day**. ~~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 **your recycled water service** will be agreed between us and ~~you~~**You**.

8 Responsibilities for **connections**, 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 **infrastructuresystems**

- (1) We are ~~only~~ responsible for maintaining and repairing our **infrastructure** **systems**.
- (2) If we undertake any work on our **assets that are** 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 ~~work~~work being undertaken, unless we have agreed to a different arrangement with you.

8.3 Connecting to our systems

- (1) To construct a new connection to any of our **systems**, or to relocate an existing connection to these **systems**, you must apply, and have our prior written authorisation.
- (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 an accredited 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 accredited providers is available on our website or by request.
- (3) If you do not comply with the **connection requirements**, you will be considered to have an **unauthorised connection**. We may issue you a notice, requiring you to **disconnect the unauthorised connection** within a reasonable time. We may **disconnect your unauthorised connection** without notification if it impacts or poses a risk to **our people or systems**.
- (4) In accordance with the **Act, Sydney Water Regulation** or other applicable **Law**, you must not:
 - (a) wrongfully take, use or divert any water that is supplied by us
 - (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) allow **rainwater** to enter **your wastewater system**
 - (e) wrongfully discharge any substance into our **systems**, or
 - (f) connect any pipe or fitting to our **assets** without our prior authorisation.
- (5) If you do not comply with the requirements in this clause 8.3, 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.

8.34 Your responsibilities regarding your water ~~systems~~systems

- (1) As ~~the owner of the a~~ **property owner**, you ~~own and~~ are responsible for ~~maintaining and repairing your water~~ **systems** between the **point of connection** to our **drinking water system** including annual testing of any **backflow prevention containment devices** required to be installed in addition and **recycled water system**, and the buildings and/or taps on your **property**. These are referred to as **your water systems** and may extend beyond the ~~device integrated into the meter~~ **meter** supplied by us boundary of your **property**. Your responsibility includes installation, **maintenance** and repair, as well as any modification, upsizing or relocation.
- (2) You are also responsible for:
 - ~~(a) maintaining **your water system**~~
 - (a) installing, maintaining and annually testing your **backflow prevention containment devices**, except where the device is integrated into the water **meters** supplied by us. 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,

~~(a)(b)~~ obtaining any necessary legal rights for **your water systems** that traverses any other private **property**, and

~~(b)(c)~~ any damage caused by a failure of **your water system-systems**.

~~(2)~~ 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

(3) do not know where **your connection point** to our **drinking water or recycled water infrastructure** is. **assets are**. We will provide you with **information on where to obtain** a diagram.

8.45 Our ~~responsibilities regarding~~ **courtesy repair service for your water system**

~~(1)~~ **We** ~~Subject to the exclusions below, we~~ may investigate any failure of your **drinking water system or recycled water system (your water system)** and undertake **a free repair** to the part of **your water system** between **your connection point** to our **water infrastructure system** and the **water meter** only, provided:

~~(a)~~ **your water system** complies with the **Plumbing Code of Australia** and any other applicable codes, regulations and standards, and

(4) ~~the failure is situated~~ of your **property**, up to one lineal metre along the pipe within your **property boundary** ~~(as shown in a registered plan with the NSW Land Registry Services)~~.

(5) The free repair offered under this clause **8.4** ~~does not apply to, and specifically~~ excludes repairing **your water system** where the repair of:

~~(a)~~ the failure is beyond **your water system**, where:

- i. the **fault is more than** one **lineal** metre **limit** along the pipe ~~within your~~ **inside the property** boundary, even where that is still before the **water meter**, ~~and/or~~
- ii. ~~your water system~~ it is completely within private **property**, ~~such as in some community title subdivisions~~

~~(b)~~ **extended private services**

~~(c)~~ **fire services (including combined services)**, both inside and outside the **property boundary**

~~(d)~~ **backflow prevention containment devices**

~~(e)~~ private water system servicing a development site where the fault is behind construction fencing

~~(f)~~ faults caused by you

~~(g)~~ private water systems greater than 40 millimetres diameter and/or that are designed and installed to meet a **customer's** supply requirements.

~~(h)~~ private water systems connecting to our **drinking water or recycled water systems** under the terms of a **separate agreement**.

(6) This free repair ~~specifically~~ excludes the installation of ~~new privately owned services a new private water system (or part thereof)~~ or modifying, upsizing or relocating existing ~~privately owned services~~ private water systems.

~~(7)~~ If we undertake a free repair to **your water system**:

(a) you retain ownership of and, subject to clause 11.5, responsibility for the repaired pipes, as part of **your drinking water or recycled water system**,

(b) we will backfill and make safe any excavations required on your **property**. We will not restore any landscaping, structures or hard surfaces, and

(c) you assign to us any and all of your rights to recover our costs from any person(s) responsible for the failure of **your drinking water or recycled water system**.

(7)(8) If you do not want us to perform repairs on **your water system**, you must have any failure of **your water system** between our **water system** and if applicable, the **water 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.

If we make repairs

~~(2) In this clause 8.5, reference 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~~

~~(a) we will backfill and make safe any excavations required on your **property**. We will not restore any landscaping, structures or hard surfaces.~~

~~(3) We are not responsible for the installation, modification, disconnection, or disposal of water connections between our water infrastructure and the meter.~~

~~(4) 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.~~

~~(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) (h) damage to your water system that we have not caused.~~

~~(5) In this clause 8.4, references to “one lineal metre along the pipe within your property boundary” mean:~~

~~(8)(9) _____” means in the case of a **property** comprised of a lot in a strata scheme, this is up 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~~

~~(a) 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**.~~

~~(6) 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 owner**, you own and are responsible for:~~

~~(9)(10) _____ maintaining and repairing your wastewater system, from your **property**, to and including the **point of connection** with our **wastewater system**. This also includes any privately-owned **pressure sewerage equipment**, at your cost, . This is referred to as **your wastewater system** and may extend beyond your **property boundary**.~~

~~(11) Your responsibility includes:~~

~~(a) the installation, **maintenance**, repair, and any modification, upsizing or relocation of **your wastewater system** using a licenced plumber or drainer,~~

~~(a)(b) _____ obtaining any necessary legal rights **for your wastewater system** that traverses any other private **property**, and~~

~~(b)(c) _____ any damage caused by a failure of **your wastewater system**.~~

~~(10)(12) _____ 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.~~

~~(2) 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**.~~

~~(14)(13) _____ We are not responsible for damage to **your wastewater system** unless we have caused the damage.~~

~~(3) We will also not meet the costs of installing new private services or modifying, upsizing or relocating existing private services.~~

~~(12)~~(14) 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 **point of connection point** to our **wastewater infrastructure system** is. We ~~will~~can provide ~~you with~~information on where to find a diagram.

8.7 ~~Faults in the wastewater system~~

~~If a fault occurs~~ Our courtesy repair service of a collapse in your wastewater system; you are responsible for arranging to have the fault fixed by a licensed plumber or drainer.

- ~~(1) 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.~~

- (1) 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 under a hard stand area (such as a~~ footpath or roadway) in public land, and
- (b) a licensed plumber has ~~confirmed~~submitted evidence to allow us to confirm that excavation is required to ~~replace~~repair the collapsed section of your wastewater pipes.

- (2) 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 ~~1211.5~~, and
- (b) you assign to us any and all of your rights to recover our costs from the person(s) responsible for the collapse of **your wastewater system** to us.

- ~~(3) If we assess that the fault can be repaired without excavation, we will not provide this free repair service, and you will remain responsible for the cost of the repair, and any associated costs.~~

~~(3)~~(4) We will not reimburse you for any costs where you have incurred relating to the collapse ~~is on~~of your **wastewater** pipe.

~~(4)~~(5) The free 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.~~

~~(5)~~(6) You should ~~contact us through the Contact Centre~~refer to our Collapsed Private Services in Public Land Program guideline for further information about your eligibility for free repairs to **your wastewater system**. This guideline is ~~also~~available on our website or by request.

8.8 ~~Pressure sewerage system~~ equipment

- (1) **Pressure sewerage systems** ~~use pressure created by pumps, instead of gravity, to transport~~equipment is used to pump wastewater from a property to our **wastewater infrastructure**. ~~main when it cannot drain by gravity.~~

- (1) ~~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**.~~
- (2) 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**.
- (3) You are the owner of the **pressure sewerage equipment** where the equipment is provided and installed by your licensed plumber or drainer, or on behalf of, you or a prior **owner** of your **property**. You may know this arrangement as 'pump-to-sewer'.
- (4) There are different repair and **maintenance** obligations, depending on whether the **pressure sewerage system/equipment** is owned by us or by you.
- (5) Your repair and **maintenance** obligations are set out in Appendix A and illustrated in Figures 5, 6 and 67 in Appendix B.

8.9 Private joint ~~service~~services

- (1) A **private joint service** exists if more than one **property** receives **services** from ~~the~~ one **point of 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 **point of connection point** to our ~~**infrastructure system**~~. The apportionment of the costs incurred in **maintenance** of the **private joint service** is a matter 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** and want to **disconnect** from the **private joint service**, you must apply for **disconnection**, to us before **disconnecting** as described in clause 7.5.~~
8. However, the physical **disconnection** of your **property** from the **private joint service** is a matter between you and the other **owners** of the **private joint service**. We have no authority over the physical connection or **disconnections** from **private joint services**.

~~8.10 Stormwater connections, coverings and bridges~~

8.10 Your responsibilities regarding stormwater drainage systems

You are responsible for the **maintenance** of:

- (a) any connections between your **property** and our **stormwater infrastructure system**, and
- (b) any coverings, bridges or similar structures within your **property** that cover or cross our **stormwater infrastructure system** (unless they are owned by us).

8.11 Water efficiency

- (1) You may install water saving devices ~~provided the following is met:~~
 - (a) any water tank that ~~collects~~collects and ~~uses~~uses **rainwater** for your own use provided that the water tanks are not directly can only be 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 system with an 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~~ cannot connect to our water ~~infrastructure system~~ or our wastewater ~~infrastructure system~~.
- (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 system~~ that have **rainwater** tank(s) with a volume exceeding 20,000 litres, which are 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~~ Notify us of system failures

- (1) You should inform us if you become aware of the following ~~incidents~~faults, and we will attend ~~the incident~~ as soon as practicable:
 - (a) any failure of our ~~infrastructure systems~~, such as a burst ~~main pipe~~, overflow or leak from our ~~infrastructure systems~~, or
 - (b) any interruption or disruption ~~to you~~of our services.
- (2) If you damage our ~~infrastructure~~water, wastewater or stormwater drainage system, 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~~any of our systems or is reasonably likely to do so, we may require you to remove the tree at your cost, except where the **Act** provides otherwise- ~~(such as under the Heritage Act 1977 (NSW) or the National Parks and Wildlife Act 1974 (NSW))~~.
- (2) We will give you ~~10 business days~~² written notice requiring you to remove the tree- within a reasonable period.
- ~~(3)~~ You may, with our consent but at your cost, take steps to eliminate the cause of damage or interference to our systems, without removing the tree.
- ~~(3)~~(4) _____ 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 system~~ when the tree was planted on your **property**.
- ~~(1)~~ 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.

~~(4)~~(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~~ **owner** 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 assets**.

~~(2) 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.~~

~~(5)~~(6) You may contact us ~~through the Contact Centre~~ for further information about removing trees.

8.14 Defects with your systems

- (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~~ **defect within your systems** that impacts or poses risks to our **assets or the operation of any of our systems**, we may issue you a notice requiring you to fix the **defect** within a reasonable time.
- (2) If you do not comply with the request, we may **restrict or disconnect** your ~~services~~ **water or wastewater system** from our **system** until ~~the defect~~ **the defect** is fixed. We may also remedy the ~~defective works or unauthorised connection~~ **defect** and **charge** 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~~ **water or wastewater service** without notification if ~~the defect with your defective works or unauthorised connections~~ **system** presents a ~~health or physical hazard~~ **risk** to **our people, infrastructure or the community in general**. ~~assets, or systems.~~

9.3-8.15 Building, landscaping and other construction work

~~(1) Any works~~ You must obtain a building plan approval from us for any works or structures, such as excavation, ~~building~~ landscaping or ~~other~~ construction work, that are over, or adjacent ~~next~~ to, our ~~infrastructure~~ **assets**, or may 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. ~~assets, or interfere with, damage or destroy our systems.~~ We may give ~~such~~ **our** approval subject to certain conditions or withhold ~~consent~~ **approval** 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.~~

- (1) ~~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 about whether you require an approval from a council or a certifier. You can, and how to 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**.~~

~~(2) If our approval has not been obtained, or the conditions of our approval are not met, your plans will be considered be **unauthorised work**.~~

~~(2)(3) _____ 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**.~~

~~(3)(4) _____ 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 work** and charge you the reasonable costs incurred by us in undertaking this work.~~

~~(4)(5) _____ We may **restrict** or **disconnect** your **property** from our **water or wastewater 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.~~ **unauthorised work** is removed.~~

~~(3) 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**.~~

~~(5)(6) _____ Properties with an existing **water supply service** must be metered during the period of any excavation, building, landscaping or construction **works**. The **water meter** must be accessible (as described in clause ~~11~~**10.3**) 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

109.1 Access to our ~~infrastructure systems~~

You must ~~give us~~ ensure that there is safe access to your **property** to allow us to:

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

~~10.2 Identification~~

9.2 Our identification and authorisation

When we enter your **property**, **our people** will carry identification ~~and a certificate of authority~~, authorising the person to enter the **property** ~~that~~. This identification 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.~~

109.3 Notice of property access

Subject to any provision of this **Customer Contract** and the **Act**, we will give you, or the occupier of your **property**, two business days' written notice ~~specifying~~. The notice will specify 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, fit, exchange or maintain the water meter (see clause ~~11~~10.3);
- (d) we intend to conduct a water theft or restriction investigation on your property
- (e) we need to investigate a health or safety issue
- (e)(f) we need to conduct a general property inspection such as verifying connection installation, meter, plumbing or a backflow prevention containment device inspection
- (d)(g) giving notice would defeat the purpose of entry, and/or
- (e)(h) we have the power under any Law to access your property without the provision of such notice.

109.4 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~~.

~~11~~ 10 **Water meters and maintenance**

Backflow Prevention

10.1 Installing and maintaining the water meter

- (1) Your **property** must have a water 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 water 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 water meter. You are also responsible for maintaining the pipework located on either side of the water meter unless we repair it under clause 8.25. For further details, refer to our requirements published in our policies on our website.
- (5) The installed water 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 water 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~~ installed and becomes our **property**. ~~For~~ You can find information about the cost of these meters installed in existing multi-level buildings, refer to our metering requirements published in [Water meter installation guide document](#) on our [policies and guidelines website](#).
- (8) If the set-up of the water 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 water 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 water meter and charge you our reasonable costs of undertaking the work.

- (9) We may require that you fit a water meter to your **fire service**. This requirement may be ~~noted~~set out 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.

4410.2- Backflow prevention containment ~~device~~ devices

- (1) You must ensure that an approved **backflow prevention containment device** is fitted, appropriate to the **property's** hazard rating ~~is fitted~~ and meter, and that it complies with the **Plumbing Code of Australia**, our requirements published in our policies on our website, 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 water 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 water meters, or ~~which that~~ have a higher hazard rating, must comply with our requirements published in our policies on our website.

4410.3- Access to the water meter

- (1) We may enter your **property** without notice to read, test, inspect, maintain or replace the water meter.
- (2) You must ensure that the water meter is accessible to **our people** at all times. The water meter and ~~the~~ visible pipe connected to it, should be clear of concrete, plants, trees, bushes and other obstructions.
- (3) If you have not provided reasonable and safe access to the water meter, we may:
 - (a) bill you on an estimate of your water usage;
 - (b) require you to ~~:-~~ do any of the following:
 - i. relocate the water meter at your cost,
 - ii. read the water meter yourself and provide us with the reading, ~~and or~~
 - 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** water service until you provide reasonable and safe access around the water meter;
 - (e) charge you a fee for installing a remote reading device or digital water meter, or
 - (f) make other arrangements with you.
- ~~(1)~~ If you intend to relocate your water meter, you ~~should~~need to engage a licensed plumber or drainer at your cost.
- (4) Your plumber should check our published policies and guidelines before relocating the water meter.

10.4 Measuring water supply

- (a) You will be charged for the quantity of **drinking water** and **recycled water** measured by the water meter, unless the **meter** is faulty and we are required to adjust what we charge you under clause **11.5**.

- (b) It is an offence under the **Act** to tamper with a water meter, or to divert water in a ~~manner~~matter that prevents the water meter from recording usage.
- (c) If a water meter is stopped, inaccessible, or damaged, we will calculate an estimated water usage on a basis that is representative of your usage pattern, which we will ~~in turn~~will use to calculate your water 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.~~
- (d) Where we have made ~~3~~three attempts, (each at least one week apart), within a ~~6~~six-week period to contact you to arrange to repair or replace ~~at the~~ water meter and we have had no response, we may charge you an unmetered **service charge** until the water meter can be repaired or replaced. Where possible, we will use at least ~~2~~two different communication methods to try and contact you before charging you with an unmetered **service charge** ~~to you~~.
- (1) ~~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.~~
- (e) We will make every reasonable effort to provide an actual **meter** reading at least once every 12 months, including water meter readings taken by you on our behalf.
- (f) Where the **meter** is part of an automated water meter reading system in a multi-level building, we may share your **meter** reading information with the **Owners Corporation** or building manager.

4110.5-_____ Meter testing

- (1) If you consider that the water meter is not recording accurately ~~recording~~, you may request, at your cost, that we test it. We will:
 - (a) send ~~you~~the water 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 of the meter testing on your request.
- (2) You must pay the costs of the water meter test ~~prior to the test proceeding~~, before it is done.
- (3) If the test shows that the water meter is over-recording by over four per cent (4%) of the actual volume passing through it, we will:
 - (a) repair or replace the water 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 water usage pattern.

4110.6-_____ Meter replacement

- (1) We will replace the water 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 to be 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 water meter has been installed. A mutually acceptable time will be negotiated with **non-residential customers** for the replacement of water meters, where practicable.
- (3) For **meters** installed inside units in multi-level buildings, refer to our water metering requirements, published in our policies and guidelines on our website.
- (4) ~~As soon as~~ you become aware that ~~a~~ the water meter has been stolen from your **property**, you are required to ~~engage a licensed plumber~~ report the theft to place a spacer where the meter was installed and to advise us of the stolen meter. Police as soon as possible. Once you receive an Event Number for your Police report, please contact us on 13 20 90. We will arrange for ~~a new~~ the water meter to be ~~installed~~ replaced, and you ~~will~~ may be required to pay any related **charges**.

~~12~~ Note: If the pipework on either side of the water meter was damaged during the theft, you will need to engage a licensed plumber, at your own cost, to repair the pipework before the new meter is installed.

11 Redress

~~12~~

11.1- Notification

~~You must~~ if you notify us ~~if you believe that~~ 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~~ promptly advise you of how we may rectify the problem including:

- ~~(a)~~ whether you are entitled to a rebate or other ~~under clause 11.2,~~
- ~~(a)~~ redress options ~~available under this clause 12,~~
- ~~(b)~~ the options available to rectify your problem, and
- ~~(a)(b)~~ the availability of compensation under clause 12.4-11.3.

~~12~~ 11.2- Rebates

- ~~(1)~~ You may be entitled to a rebate on your bill if any of the events in ~~clauses 12.2(4) to 12~~ this clause 11.2(14) occur, if:
 - ~~(a)~~ you have an authorised connection, and
- (1) 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.

Note: The prices reflected in the following clauses (4) – (14) are correct as of the first year of this Customer Contract. These values will increase in line with CPI annually for the

duration of this Customer Contract.

Unplanned interruptions

- (4) If you experience an **unplanned interruption** to your **drinking water service** of over ~~5~~more than five hours in duration due to a failure of our **water infrastructure system**, an automatic rebate of \$46 will be applied. ~~You will only receive this~~ This rebate is applicable 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~~three or more **unplanned interruptions** to your **drinking water service** of over one hour each in ~~duration in a~~ rolling 12-month ~~rolling~~ period, due to a failure of our **water infrastructure system**, 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~~after 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 more than five hours in duration, an automatic rebate of \$23 will be applied. You will receive this rebate for every event of this type that you experience.

Low drinking 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 you are entitled to a rebate~~ of \$46 ~~will be applied when~~. When the **low drinking water pressure** event is identified through our system monitoring, the rebate will automatically be granted. Only one rebate of this type will be applied each quarter.
- (8) You are not entitled to a rebate for low pressure under clause ~~12~~11.2(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~~ Wastewater overflows

- (9) If you experience an ~~uncontrolled~~a **wastewater overflow** on your **property** due to a failure of our **wastewater infrastructure system**, 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~~uncontrolledtwo **wastewater overflows** on your **property** in a rolling 12-month period, due to a failure of our **wastewater infrastructure** ~~(not including shaft breaks),~~system, 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~~three 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),~~system, you will be entitled to a rebate equal to the whole annual wastewater

~~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~~ Dirty or discoloured water

- (12) ~~If we do not provide you with clean notice that the drinking water supplied to your property is dirty, discoloured or is not~~ suitable for normal domestic purposes, you should contact us on ~~the our~~ 24-hour ~~fault assistance line~~ faults hotline on 13 20 90.
- (13) ~~You are~~ After we investigate your feedback about the drinking water supplied to your property, you may be entitled to a rebate of \$46 for being provided with dirty or discoloured drinking water. You will receive this or drinking water that is not suitable for normal domestic purposes. Only one rebate ~~for one event per of this type will be applied each~~ quarter. If the cause of the problem is identified in **your water system**, the rebate will not apply.

Boil water ~~alert~~ alerts

- (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~~ contamination incident, where your **property** is within the declared boiled water alert area.

Exception for ~~disaster~~ events beyond our control

- (15) ~~If a disaster~~ an event beyond our control occurs, as per clause 4.3, the rebates under this clause ~~1211.2~~ will not apply.

~~4211.3-~~ Forms of redress

- (1) If a failure by us to comply with this **Customer Contract**, ~~or the Operating Licence or the Act~~, or our activities ~~results~~ result 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~~ treat your request in accordance with ~~the timeframes in~~ clause ~~13.112~~ 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~~ may request a review of the redress by a manager.

4211.4-_____ Claim for monetary compensation

- (1) If you ~~contact us~~ would like to ~~initiate~~ make a claim for monetary compensation as a form of redress, you must specify the nature of the problem and the type of monetary compensation sought. We will require you to:
 - (a) submit your claim in writing on an Incident Notificationa Claim 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 5five business days, and
 - (b) provide you with a case identification Claim Reference 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 including an initial update~~ within 3 months. 30 days of receiving your claim.
- (4) Once our investigation is complete, we will provide you with a written assessment of your claim, outlining the reasons for ~~the~~our 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 1312.2, ~~or and if you are still dissatisfied,~~
 - (b) seek an external review under clause 1312.4

4211.5-_____ Guarantees and assurance

- (5) ~~The only promises we make about the~~Our goods and services ~~we provide~~ come with certain guarantees that cannot be excluded under this Customer Contract, and the Australian Consumer Law. 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).~~
- ~~(1) 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.~~
- (6) ~~The limitation of our liability~~This clause does not affect rights you may have under a **Law** that applies to us that states we cannot exclude ~~be excluded~~ or limit our liability. ~~limited.~~

4312 What you can do if you are unhappy with our services

4312.1-_____ 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 Centres~~.
- (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 ~~only~~ request ~~through the Customer Centre~~.
- (4) We will:
 - (a) acknowledge receipt of your **complaint** within:
 - i. ~~2~~two business days (when made over the phone and the matter cannot be dealt with immediately), or
 - ii. ~~5~~five 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 service request~~ number that will allow you to track your **complaint**.

~~4312.2-~~ 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~~the review
 - (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.

~~4312.3-~~ 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 our~~ 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.
- (b) the **complaint** is resolved through an external **dispute** resolution process in accordance with clause 13.4;
 - (c) ~~2028~~ 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~~12.2, or
 - ii. escalated the **complaint** to **EWON** as provided in ~~accordance with~~ clause ~~13~~12.4.
- (2) We will extend the ~~2028~~ business days by a reasonable period if:
- (a) within those ~~2028~~ business days you have requested an extension, or
 - (b) after the ~~2028~~ business days you demonstrate that, because of special circumstances, you were unable to seek an extension within the 28 business days.
 - (d) We will treat any further communication received from you after the expiry of the ~~20-28~~-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~~12.4- External dispute resolution

- (1) If you are still not satisfied with our response after following the process in ~~clause 13~~ clauses ~~12.1 and 13.2~~ 12.3, 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) We would appreciate the opportunity to try and resolve the issue with you first, before you refer the matter to EWON.~~

~~(2)(3)~~ **EWON's** services are available to you at no cost.

~~(3)(4)~~ **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~~ www.ewon.com.au.

~~(4)(5)~~ 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. If you choose not to accept the Ombudsman's decision, Sydney Water is released from any obligations imposed by the decision.

~~(1) We would appreciate if you try to resolve the issue with us before referring the matter to EWON.~~

~~(5)(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).

1413 Who you should contact

1413.1- Emergency assistance (faults and leaks assistance)

- (1) You may contact our 24-hour ~~Fault Assistance Line~~ Faults hotline on 13 20 90 in the event of:
 - (a) a suspected leak or burst water ~~main, pipe~~
 - (b) a **wastewater overflow**;
 - (c) an **unplanned service interruption**;
 - (d) a water quality or **low drinking water pressure** problem, or
 - (e) a blocked **stormwater** canal.
- (2) The emergency phone number is also listed on your **bill** and on our website, ~~1~~ sydneywater.com.au.
- (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~~ faults and leaks ~~enquiries~~—can also be directed to ~~faults@sydneywater.com.au~~ faults@sydneywater.com.au.

13.2 General enquiries

- (1) You can find information on a range of topics on our website at ~~sydneywater.com.au~~ 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~~ (sydneywater.com.au using the online **Contact us enquiry** form);
 - (b) ~~Email: CustomerService@sydneywater.com.au~~ Email: CustomerService@sydneywater.com.au
 - (c) Post: PO Box 399 Parramatta NSW 2124, or
 - (d) ~~Telephone Call: 13 20 92 (between 8:00am and 5.30pm, Monday to Friday, excluding public holidays)~~ ; ~~or~~ (a) 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**, on our website and in the Telstra's 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 five 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 a service request number~~ 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~~phone **enquiry** cannot be answered immediately, we will:
 - (a) provide a reference number for your ~~oral~~phone **enquiry**, and
 - (b) make every reasonable effort to respond to your ~~oral~~phone **enquiry** within five business days.

~~44~~13.3 ~~Free~~ ~~Interpreter~~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, ~~phonecall~~ 133 677 and ask for 1300 143 734;
 - (b) For Speak and Listen (speech-to-speech relay) users, ~~phonecall~~ 1300 555 727 and ask for 1300 143 734, or
- (3) For internet relay users, connect to the NRS (see ~~relayservice.gov.au~~relayservice.gov.au for details) and ask for 1300 143 734.

~~15~~

14 Consultation, information and privacy

~~15~~

14.1 Community involvement

- (1) ~~To enable~~We engage with customers and the community ~~involvement~~ on issues relevant to our programs, services and decision-making ~~process, we have a~~ **Customer and Community Reference Group** ~~processes.~~
 - (1) ~~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.
- (2) For further information about how we engage with our **customers** and the community, see our website ~~or contact the~~ **Contact Centre**.

~~45~~14.2 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).

~~45~~14.3 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~~ Manager, 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
 - (c) to survey you about any **services** that we provide or propose to provide.
- (5) You may ~~at any time~~ opt out from receiving certain electronic communications.
- ~~(6)~~ We may collect or disclose **personal information** about you to other authorities or government departments, such as the Land Registry Services or Services Australia.
- ~~(6)~~(7) To the extent permitted by **Law**, we may disclose **personal information** we have either collected from you or from the Land Registry Services, 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,~~
 - (a) credit reporting agencies, other credit providers, other suppliers, or our agents and contractors, or
 - (b) other **authorities** for the purpose of confirming your eligibility for concessions and exemptions (for example, to verify your pensioner ~~concessions~~ concession with Services Australia).

1615 Definitions, interpretation and policies

15.1 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*~~”~~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 water, wastewater, recycled water or stormwater drainage system** that has been authorised or approved by us ~~in compliance with our, or a predecessor of Sydney Water. Your~~ 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 may pre-date formal written approvals.~~

~~**Backflow prevention containment device** means a device to prevent the reverse flow of ~~of~~ water ~~from a potentially polluted source~~ into our **water infrastructure systems to avoid the potential for contamination of drinking water**.~~

BASIX means the Building Sustainability Index which applies to all new homes and some renovations, and 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~~ the property owner.

Combined service means a single water connection to our **water supply system** used to provide both firefighting and domestic water needs.

Commencement date has the same meaning as for Sydney Water’s **Operating Licence 2024-2028**.

Complaint means an expression of dissatisfaction made to or about 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 **infrastructuresystems**, published on our website. These requirements are intended to ensure that there is adequate capacity for **customer** connection and that our **infrastructure issystems are** 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: has the definition given in clause 2.2.

(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.

Data logger is a device that electronically measures water use. An owner may retrofit this device to the **meter** when they want up-to-date information on their water use.

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*.
(Stormwater Drainage Areas) Order 2011.

Note: ~~Declared~~We provide stormwater drainage services within **declared** stormwater drainage areas are areas used to transport stormwater. These areas are marked on maps located on our website.

~~Defective and Defect or defective works~~ means an issue, any non-compliance of any of your systems with the Plumbing Code of Australia, or any 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 supply of our service(s)** 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**.

Drinking water system includes any of our assets that are, or are intended to be, used for our **drinking water services**.

Enquiry means a written or ~~oral~~**verbal** 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~~.

Extended private service is classified as such for one of the following reasons:

- Your water ~~industry~~meter is a long way from the **property boundary**.
- Access to your **property** is from a minor lane, a privately owned road, or road that does not have a Sydney Water owned water pipe installed, or
- There are no hydrants along the access road to your **property** (indicating there may be no water **services** available).

An **extended private service** may serve a single **property** or multiple **properties**.

Fire service means a **water supply service** constructed to meet fire protection requirements under the relevant **Law**. **Combined services** are considered to be **fire services**.

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,
- ~~(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) ~~(e)~~ an application is made to a court to wind you up and it is not stayed within a further 10 business days,
- (f) ~~(f)~~ a winding up order is made against you,
- (g) ~~(g)~~ you resolve by special resolution to be wound up voluntarily,
- (h) ~~(h)~~ a mortgagee takes possession of the property, or
- (i) ~~(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 **point of connection point** to our water **infrastructure main** is below 15m head of pressure for a continuous period of one hour or more.

It is ~~measured~~**determined** either by:

- (a) ~~(a)~~ **customer** notification and confirmation by our field testing, or
- (b) ~~(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 data logging~~ and servicing equipment ~~but excludes the assembly.~~

Minister means the Minister responsible for administering those provisions of the Act relating to Sydney Water's Operating Licence.

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

NCAT means the NSW Civil and Administrative Tribunal established under the *Civil and Administrative Tribunal Act 2013* (NSW). ~~**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, private residential services (for example, boarding houses, caravan parks, hotels, hostels, mobile home villages and motels),~~ **tenant, or non-residential tenant.**

Non-residential property means ~~property that~~ **tenant is a person who occupies a premises under a tenancy agreement and** is not **a private residential property tenant.**

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.

Owners Corporation means the owners of the lots in a strata scheme, which constitute a corporation under section 8 of the *Strata Management Act 2015*.

Payment arrangement means an arrangement between Sydney Water and a **customer** to pay their **bill** by instalments, in advance or arrears.

Payment difficulty means situations where a **customer** is willing but 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 prior notice has been given by us under clause 4.2.

Plumbing Code of Australia is the code with which all plumbing and drainage work in Australia must comply. 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.

Point of connection is the joint immediately attached to our **systems**. 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.

Pressure sewerage equipment is all equipment that collects **wastewater** in a tank installed on a private **property**, as part of the **pressure sewerage system**. The equipment includes a pressure sewerage pump, collection tank and cover, alarm control panel, electrical connections and ancillary equipment. The pump located inside the tank grinds the **wastewater** into a slurry and pumps it from the private **property** to our **wastewater system**.

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

Private residential tenant means a person who occupies premises under a residential tenancy agreement, excluding premises managed by a **social housing provider**.

Property means any parcel of land that is connected to, or for which a connection is available to, our **drinking water system, wastewater system, recycled water system** 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).

OwnerProperty cluster has the meaning given in the **Operating Licence**.

Note: the meaning given in the **Operating Licence** refers to certain identified **properties** that are affected by recurring **low water pressure** and are located in one of the following areas:

- [Kurrajong](#)
- [North Richmond](#)
- [Horsley Park](#)
- [Bass Hill](#)
- [Buxton, or](#)
- [Denham Court](#)

Property owner has the same meaning as “**owner**” 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**~~**Rainwater** means water or ice that falls from the earth, but excludes water that is collected in a rainwater tank 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 use on the Australian Building Codes Board (ABCB) website.

~~**Pressure sewerage system**~~ means a system where individual pumps located in collection tanks on private your **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 residential 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**.

Recycled water system includes any of our assets that are, or are intended to be, used for our **recycled water service**.

Residential customer means a **customer** who owns **residential** property that is used as a principal place of residence.

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 action taken by us to your **water supply service** in order to reduce flow of water 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**.

as identified in any determination made by **IPART** of maximum prices that may be levied by **Sydney Water** for **stormwater services**, in force from time to time.

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~~.

Separate agreement means a **separate agreement** we may enter into with you for difference levels of service than under this Customer Contract or for additional services, such as trade waste, sewer mining, stormwater harvesting, pump to sewer, or recycled water.

Service charge is a **charge** for being connected to our ~~infrastructure water system, recycled water system, or wastewater system,~~ or located within a **declared stormwater drainage area** or the **Rouse Hill stormwater catchment area**.

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

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

Stormwater Social housing provider means any of the water collected, stored following:

- (a) the New South Wales Land and Housing Corporation 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.~~

- (b) the Aboriginal Housing Office

- (c) an organisation registered under Part 5 of the Aboriginal Housing Act 1998 (NSW), and

- (d) a registered community housing provider.

Stormwater drainage system has the same meaning as in the **Operating Licence**.

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

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

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

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

- (a) ~~(a) is produced on or stored at any~~ at a property in the course of non-residential property, activity and generally contains pollutants at a concentration greater than the domestic equivalent determined by IPART,
- (b) ~~(b) is produced or stored at a property, or~~ produced or stored on, or transported by, any vehicle (including, without limitation, motor vehicles, planes, boats and trains),
- (c) ~~(c) is comprised of waste from a portable toilet or septic tank,~~
- (d) ~~(d) is comprised of~~ contaminated run-off or groundwater from an area land 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.~~

Note: You may know the term trade waste as 'trade wastewater'.

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~~ is where you:

- ~~(a) connect to any of our infrastructure systems 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 excavation, building, landscaping, construction or other works or structures over or adjacent to our infrastructure assets that interferes with our assets or systems,~~ 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~~ prior notice (two days for residential properties or seven days for non-residential properties) has not been given to ~~you~~ the occupants of the property, 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 systems.~~

Wastewater ~~means any discarded water, whether clean or contaminated, includes the water you flush down your toilet, water that is discharged into the wastewater infrastructure.~~

~~drains from your shower, bathtub, sink, washing machine and other plumbing sources.~~

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

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

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 or disposal of **wastewater**.

Water infrastructure Wastewater system includes any of our **infrastructure assets** that ~~is~~ are, or ~~is~~ are intended to be, used:

~~(a) for the collection or storage~~ our **wastewater service**.

Wastewater usage discharge factor is an estimate of water, including from a dam or reservoir or a water production plant,

~~(b) for the treatment~~ volume of water,

~~(c) for the conveyancing or reticulation~~ **wastewater** discharged by you into our **wastewater systems**, usually expressed as a percentage of water ~~and includes the connection point, or~~

~~(d) measured by our **meters** as delivered to your **property** or otherwise determined in connection~~ accordance 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**.~~ clause 5.12.

Water restrictions means a **restriction** on the use of **drinking water** and **recycled 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**.

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

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

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

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 system~~ but does not include our ~~wastewater infrastructure system~~. It ~~can include~~ includes privately owned ~~pressure wastewater infrastructure sewerage equipment~~. ~~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.~~

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

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.

4615.2-_____ Interpretation

~~In~~The following rules of interpretation apply to this **Customer Contract**, unless ~~the contrary intention appears specifically stated otherwise:~~

- (1) ~~(1)~~a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity,
- (2) ~~(2)~~a party includes the party's executors, administrators, successors and permitted assigns,
- (3) ~~(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) ~~(4)~~a statute, regulation or provision of a statute or regulation (statutory provision) includes:
 - (a) ~~(a)~~ that statutory provision as amended or re-enacted from time to time,
 - (b) ~~(b)~~ a statute, regulation or provision enacted in replacement of that statutory provision, or
 - (c) ~~(c)~~ another regulation or other statutory instrument made or issued under that statutory provision.
- (5) ~~(5)~~a word importing the singular includes the plural (and vice versa) and a word indicating a gender includes every other gender,
- (6) ~~(6)~~including and similar expressions are not words of limitation,
- (7) ~~(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,~~

- (8) ~~(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,
- (9) ~~(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,

~~(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**;~~

(10) ~~(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

15.3 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**.

Operation and **maintenance** obligations for **pressure sewerage equipment** is illustrated in Appendix B.

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 Building Commission 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 on your side of the electricity meter, 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 ~~tank~~tank and ~~pumps~~pump 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 must install an isolation valve at the **point of connection** to our **wastewater system**, so that we can **disconnect your wastewater system** if required.
- ~~(8)~~(9) You may apply to us to **disconnect** from our **wastewater system** if you obtain **approval** from your ~~Local Government authority~~local council to install an alternative on-site sanitary treatment system to service your **property**.
- ~~(1) You must install an isolation valve at the **connection point** to our **wastewater system**, so that we can **disconnect your wastewater system** if required.~~

~~(9)~~(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, your pressure sewerage equipment~~ and/or into our **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 **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 Building Commission 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 ~~-~~ to connect to our wastewater system.
- (3) You must only use our **pressure sewerage equipment** to pump **wastewater** from a dwelling on your **property**. Each dwelling on a property, including granny flats or other secondary dwellings, must have its own separate wastewater connection and pressure sewerage equipment.
- (4) You must ensure that:
 - (a) the **pressure sewerage equipment** is connected, and remains continuously connected, to ~~your~~the 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**.
- ~~(1) You must ensure that occupiers of your **property** are aware of the terms of this appendix and that they agree not to breach them. You must ensure that occupiers of your **property** are aware of the terms of this appendix and that they agree not to breach them.~~
- ~~(10)~~
- ~~(10)(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.
- ~~(2) 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. 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.~~
- ~~(12)~~
- ~~(11)(13)~~ You can apply to **disconnect** from our **wastewater system** if you obtain **approval** from your ~~Local Government authority~~ **local council** to install an **alternative** on-site sanitary treatment system to service your **property**.
- ~~(12)(14)~~ -If we agree to **disconnect** your service, you must cooperate to allow us to remove **any of** 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 stormwater ingress into **your wastewater system**, our **pressure sewerage equipment** or our **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 Building Commission NSW 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 to connect to our **wastewater system**.
- (4) You can only use our **wastewater system** and **pressure sewerage equipment** to remove **wastewater** from a dwelling on your **property**. Each secondary dwelling on a **property** must have its own **pressure sewerage equipment** that is directly connected to our **pressure sewerage system**, and is separate to the primary dwelling's connection to our **wastewater system**.
- (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.
- (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 council to install an alternative on-site sanitary treatment system to service your **property**.
- ~~(3) 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**. We may **disconnect your wastewater system**, or transfer the ownership of the **pressure sewerage equipment** from us to you, if:~~
- (10)
- (11) We may **disconnect your wastewater system** 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 **wastewater system** or **pressure sewerage equipment** and ~~or wastewater system~~ and you do not fix it within a reasonable period;
- ~~(a) we identify **your wastewater system** as a source of hazardous liquids being disposed into our **pressure sewerage equipment**, or~~
- ~~(b) 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 motored 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**.~~
- ~~(1) We are responsible for the cost of **maintaining the pressure sewerage equipment** arising from normal use.~~
- ~~(6) You will be responsible for costs resulting from damage caused by you or the occupiers of your **property**.~~
- ~~(7) You must ensure that occupiers of your **property** are aware of the terms of this appendix and that they agree not to breach them.~~
- ~~(8) 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**.~~
- ~~(9) 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**.~~
- ~~(10) 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.

~~(11) 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.~~

~~(12) 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**.~~

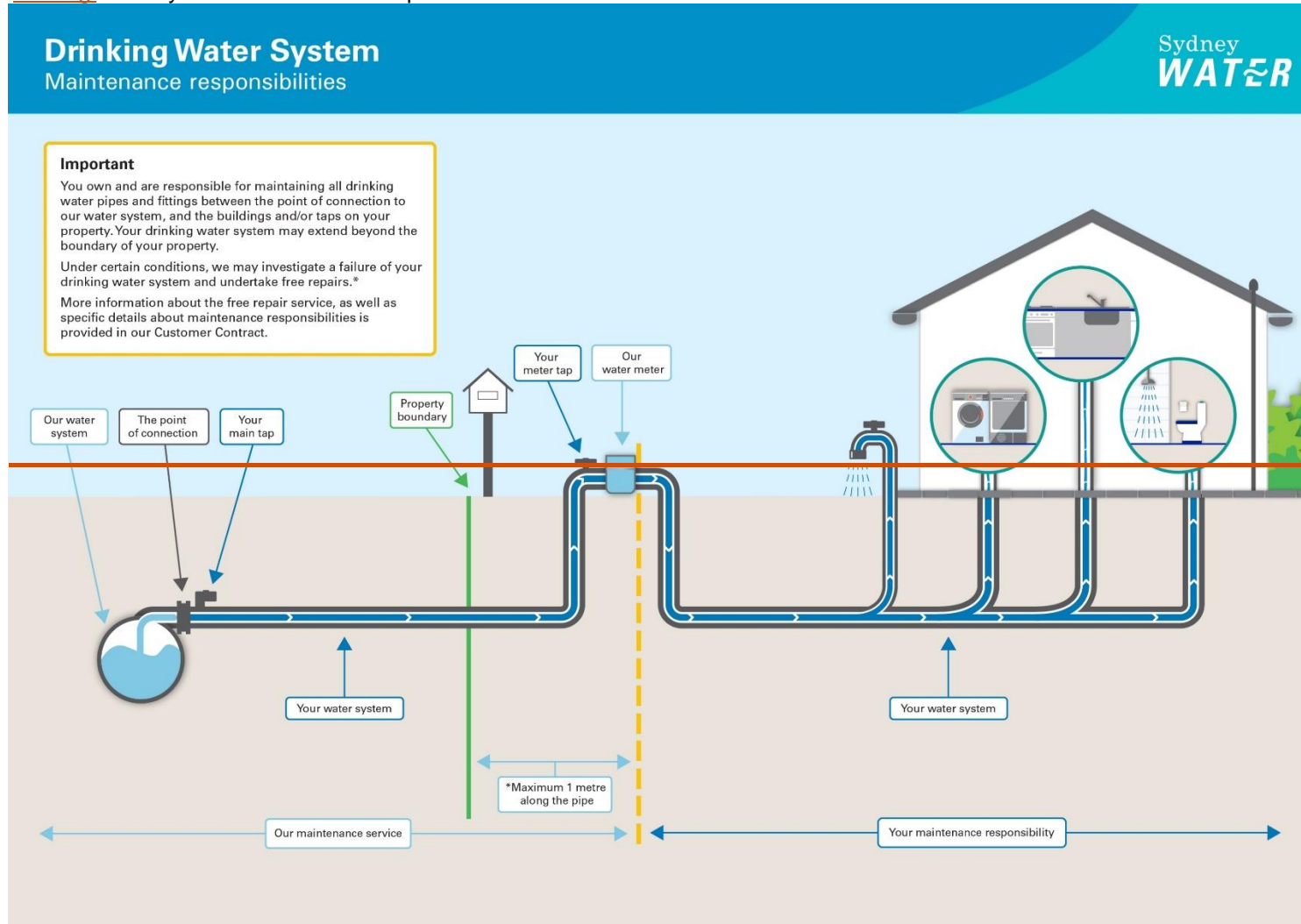
~~(13) If we agree to **disconnect your service**, you must cooperate to allow us to remove our **pressure sewerage equipment** from your **property**.~~

~~(14) 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.~~

B Diagrams

Figure 1: Typical drinking water system maintenance responsibilities



Drinking Water System

Maintenance responsibilities

Important

You own and are responsible for maintaining all drinking water pipes and fittings between the point of connection to our water system, and the buildings and/or taps on your property. Your drinking water system may extend beyond the boundary of your property.

Under certain conditions, we may investigate a failure of your drinking water system and undertake free repairs.*

More information about the free repair service, as well as specific details about maintenance responsibilities is provided in our Customer Contract.

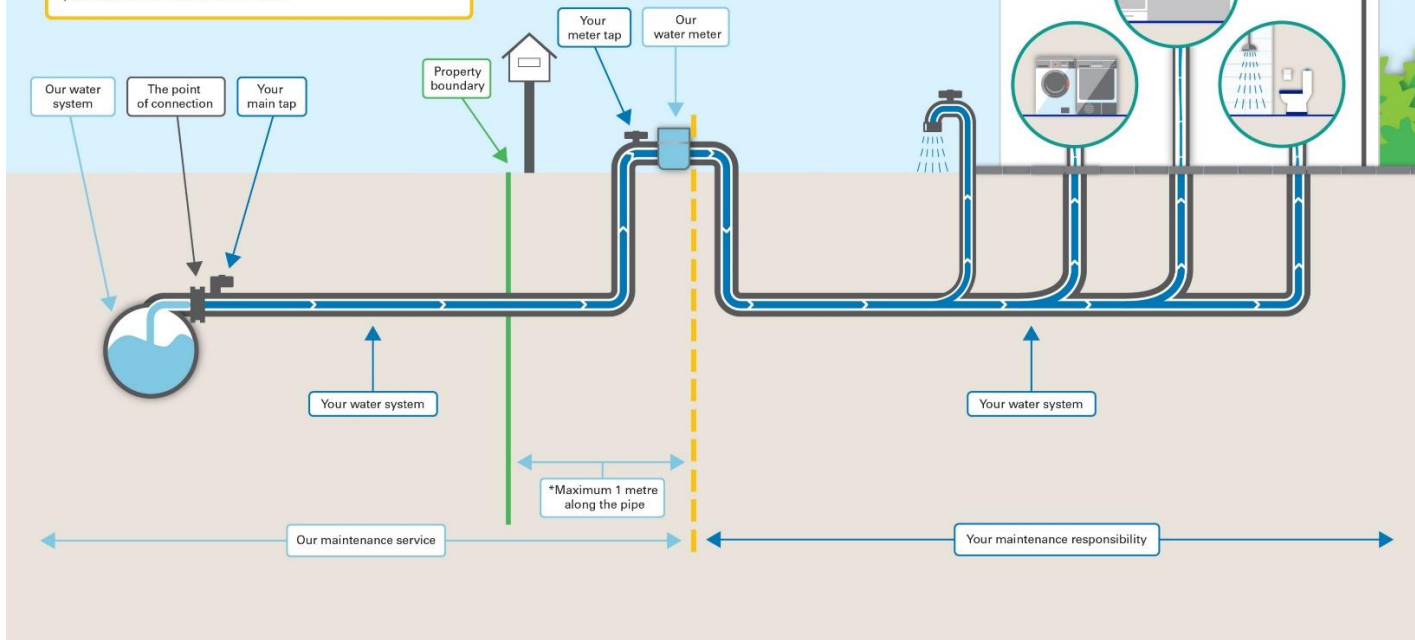


Figure 2: Typical recycled water system maintenance responsibilities

Recycled Water System

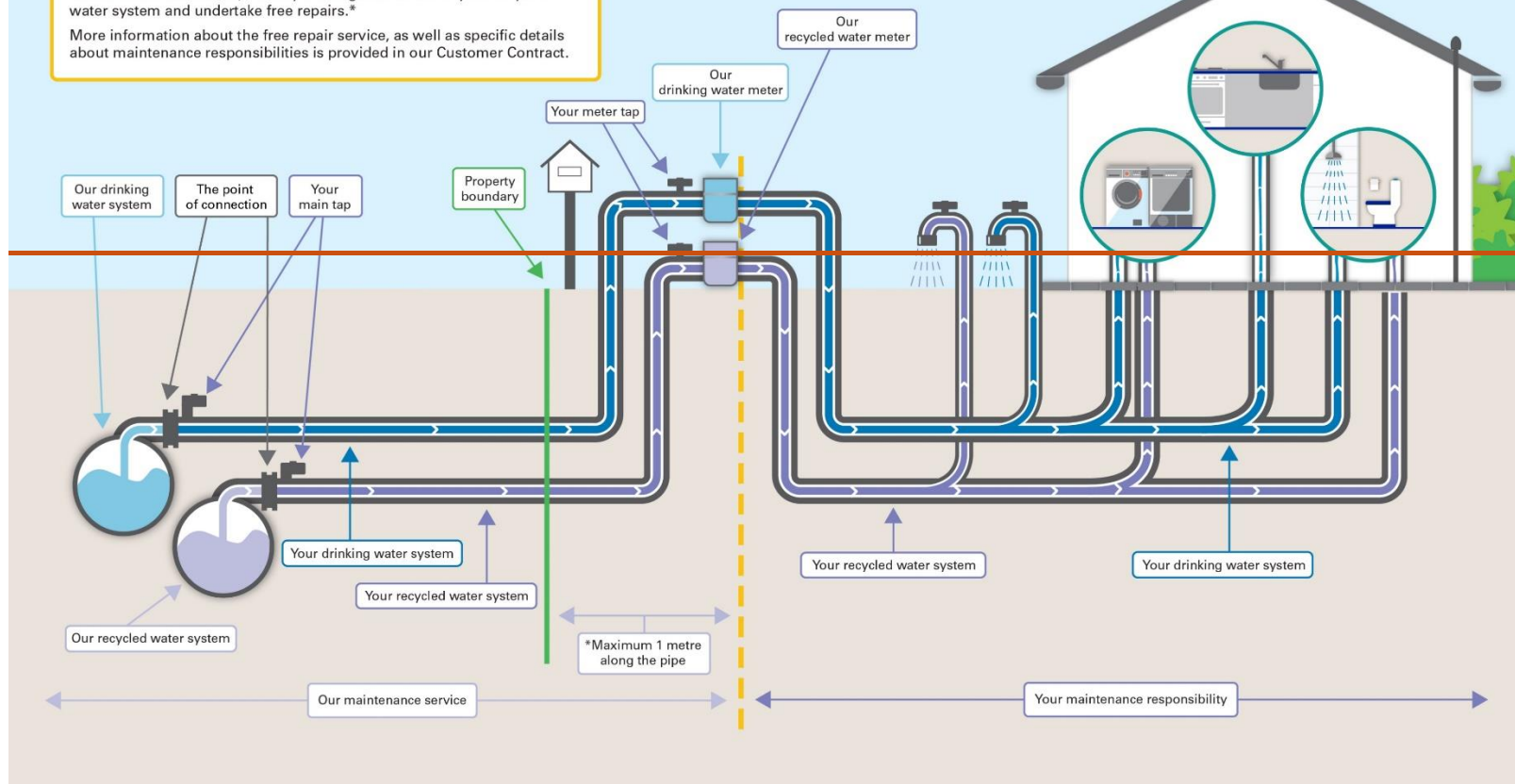
Maintenance responsibilities

Important

You own and are responsible for maintaining all recycled water pipes and fittings between the point of connection to our water system, and the buildings and/or taps on your property. Your recycled water system may extend beyond the boundary of your property.

Under certain conditions, we may investigate a failure of your recycled water system and undertake free repairs.*

More information about the free repair service, as well as specific details about maintenance responsibilities is provided in our Customer Contract.



Recycled Water System

Maintenance responsibilities

Important

You own and are responsible for maintaining all recycled water pipes and fittings between the point of connection to our water system, and the buildings and/or taps on your property. Your recycled water system may extend beyond the boundary of your property.

Under certain conditions, we may investigate a failure of your recycled water system and undertake free repairs.*

More information about the free repair service, as well as specific details about maintenance responsibilities is provided in our Customer Contract.

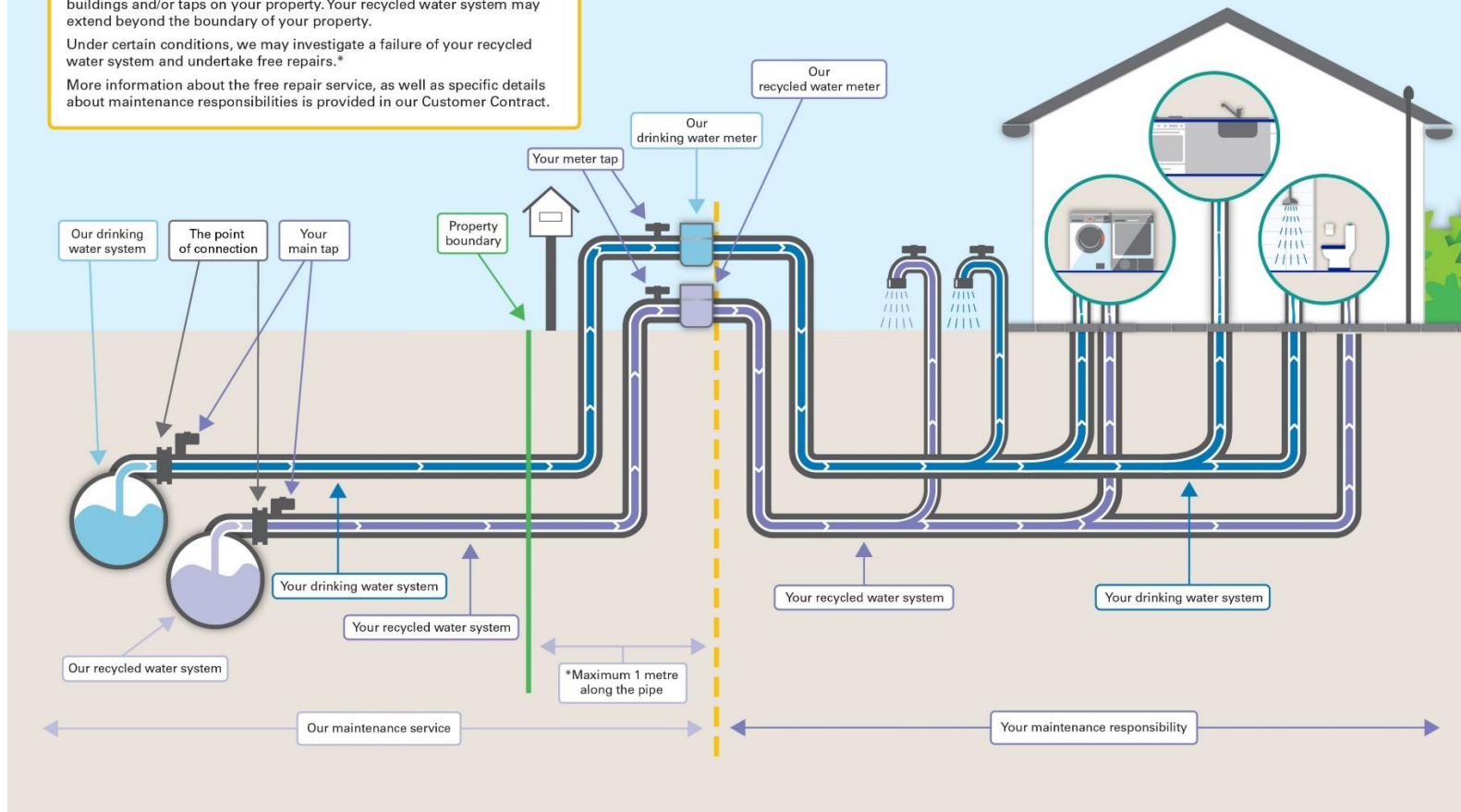


Figure 3: Typical gravity wastewater system maintenance responsibilities —~~gravity wastewater~~

Gravity Wastewater System

Maintenance responsibilities

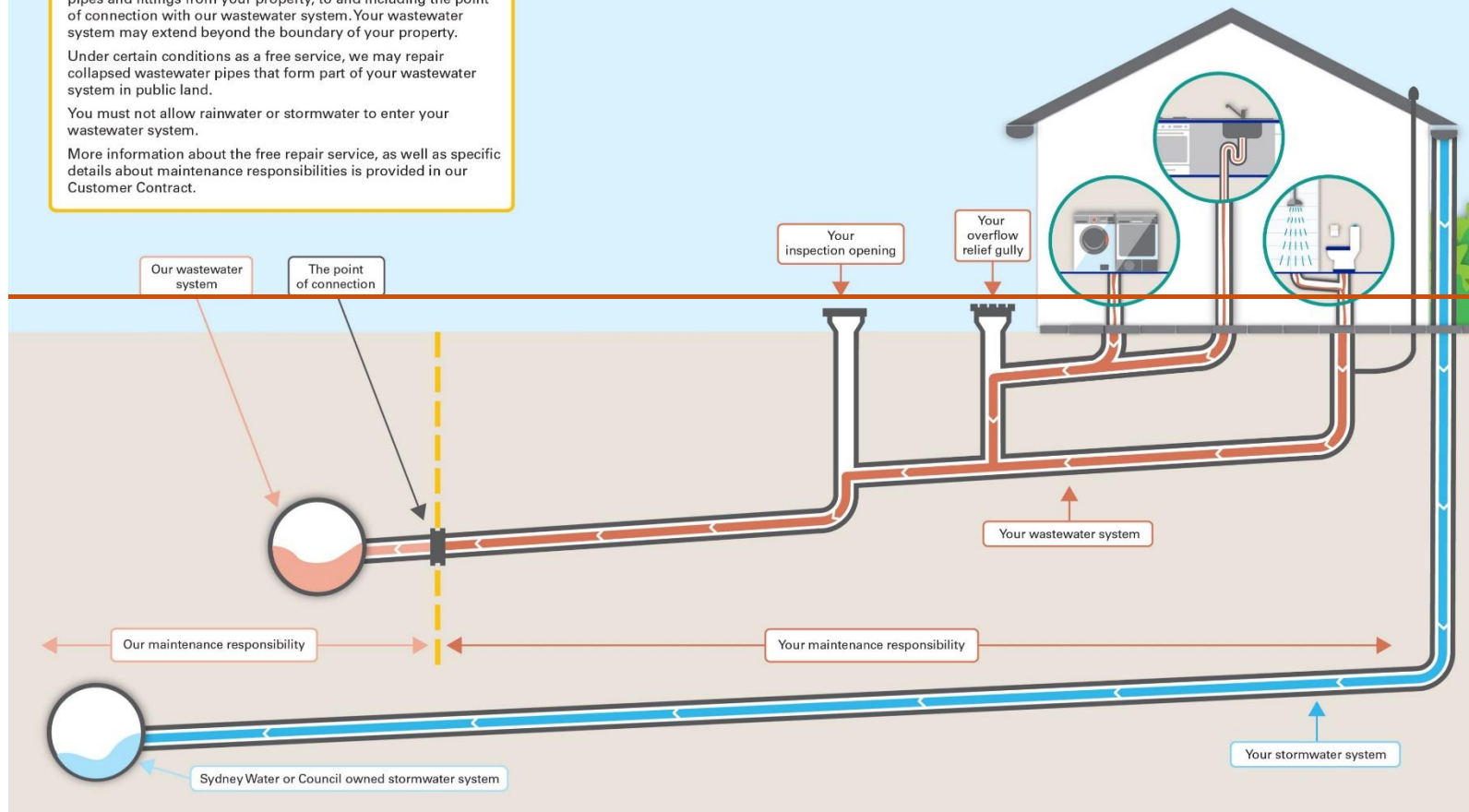
Important

You own and are responsible for maintaining all wastewater pipes and fittings from your property, to and including the point of connection with our wastewater system. Your wastewater system may extend beyond the boundary of your property.

Under certain conditions as a free service, we may repair collapsed wastewater pipes that form part of your wastewater system in public land.

You must not allow rainwater or stormwater to enter your wastewater system.

More information about the free repair service, as well as specific details about maintenance responsibilities is provided in our Customer Contract.



Gravity Wastewater System

Maintenance responsibilities

Important

You own and are responsible for maintaining all wastewater pipes and fittings from your property, to and including the point of connection with our wastewater system. Your wastewater system may extend beyond the boundary of your property.

Under certain conditions as a free service, we may repair collapsed wastewater pipes that form part of your wastewater system in public land.

You must not allow rainwater or stormwater to enter your wastewater system.

More information about the free repair service, as well as specific details about maintenance responsibilities is provided in our Customer Contract.

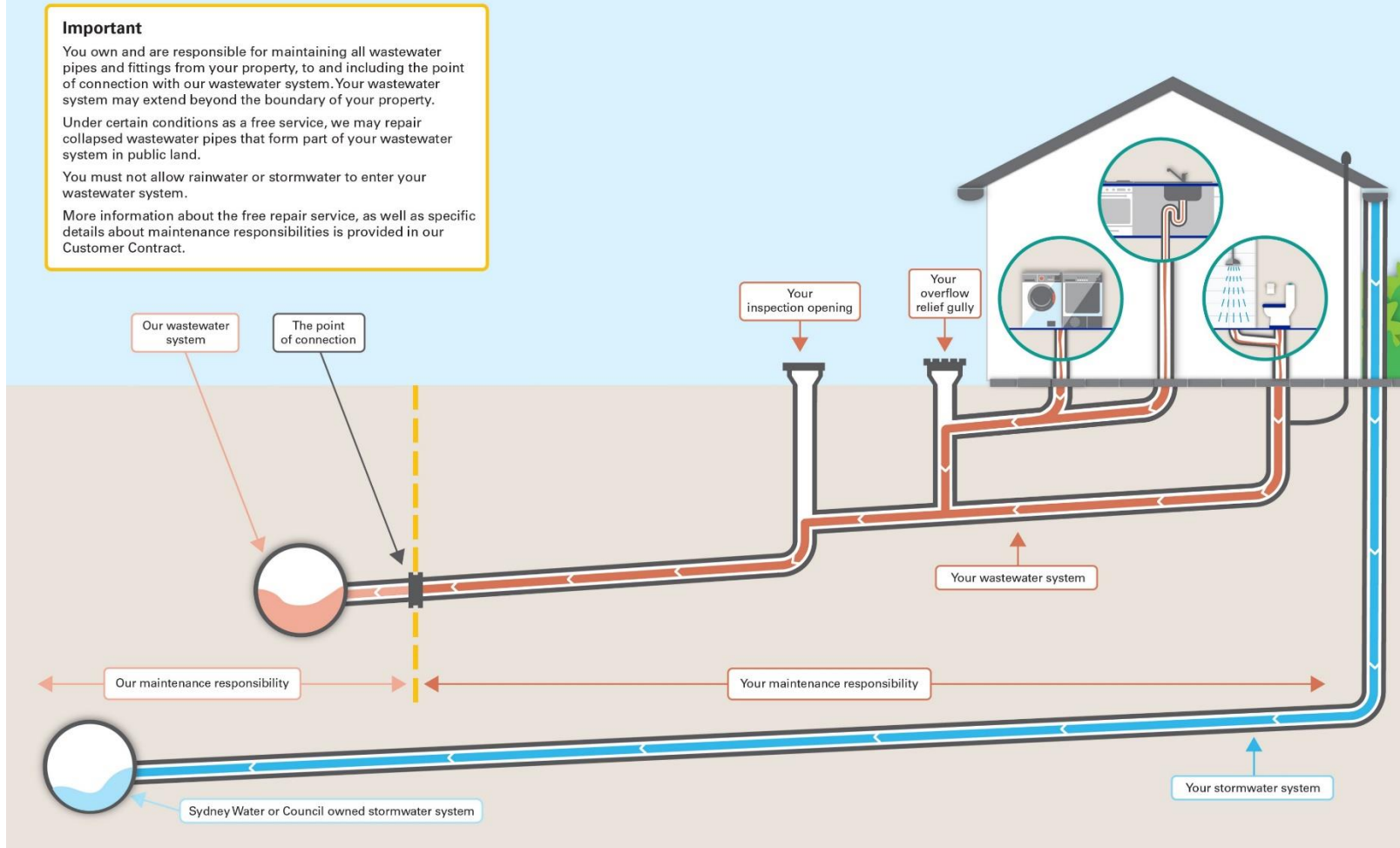


Figure 4: Typical vacuum wastewater system maintenance responsibilities — ~~Vacuum wastewater system~~

Vacuum Wastewater System

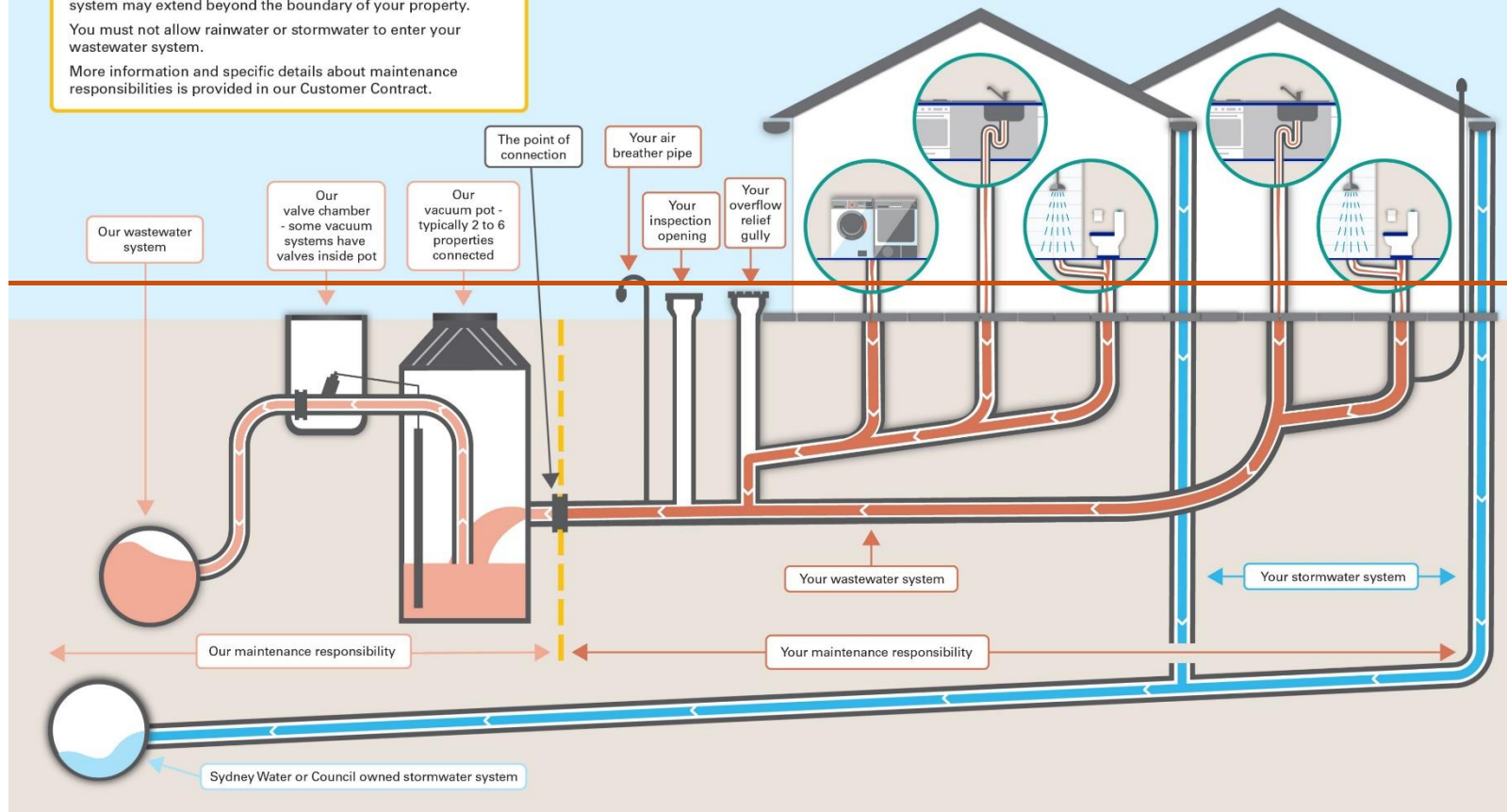
Maintenance responsibilities

Important

You own and are responsible for maintaining all wastewater pipes and fittings from your property, to and including the point of connection with our wastewater system. Your wastewater system may extend beyond the boundary of your property.

You must not allow rainwater or stormwater to enter your wastewater system.

More information and specific details about maintenance responsibilities is provided in our Customer Contract.



Vacuum Wastewater System

Maintenance responsibilities

Important

You own and are responsible for maintaining all wastewater pipes and fittings from your property, to and including the point of connection with our wastewater system. Your wastewater system may extend beyond the boundary of your property.

You must not allow rainwater or stormwater to enter your wastewater system.

More information and specific details about maintenance responsibilities is provided in our Customer Contract.

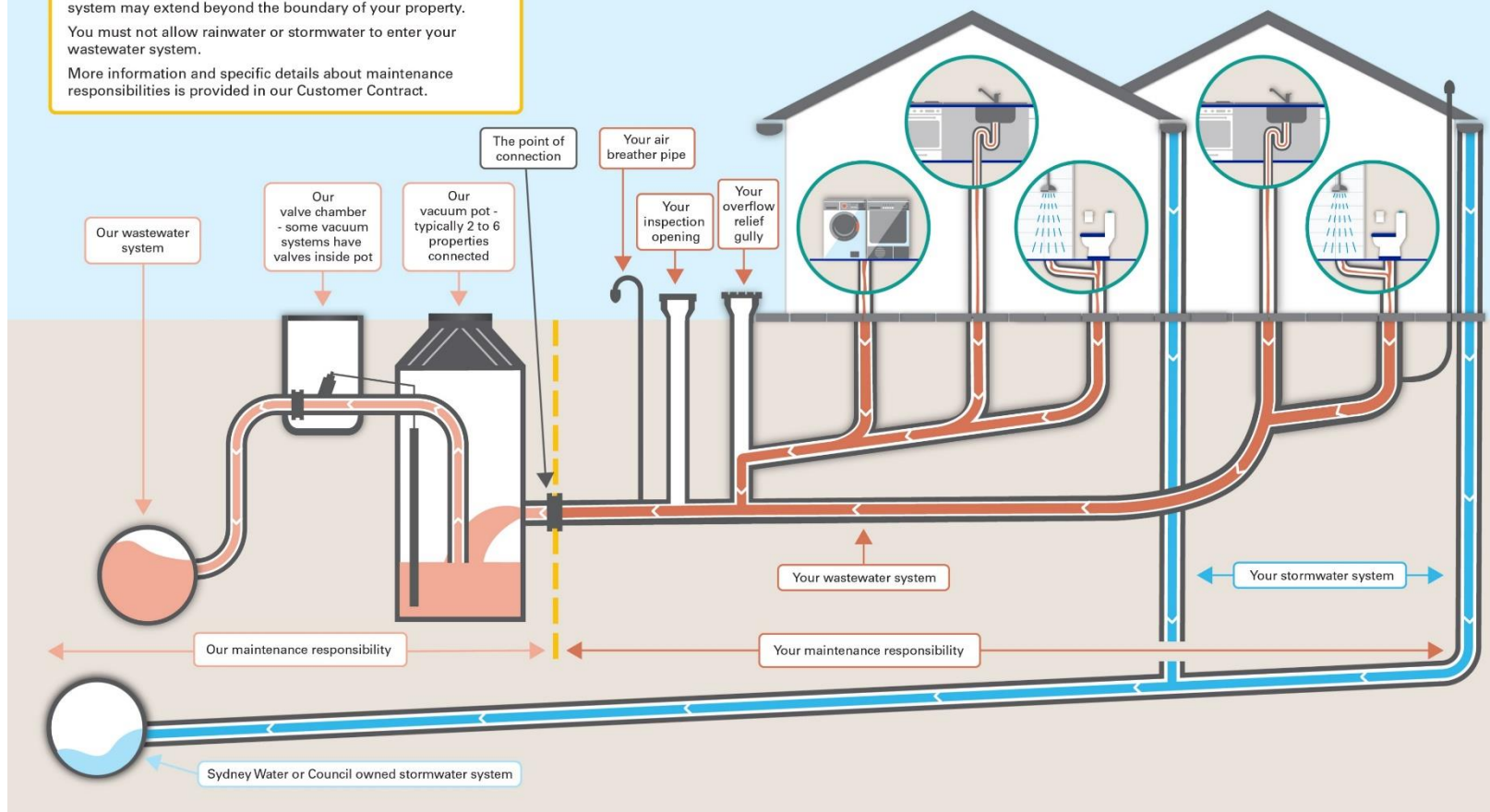


Figure 5: Typical **pressure sewerage system maintenance responsibilities – Privately owned** equipment

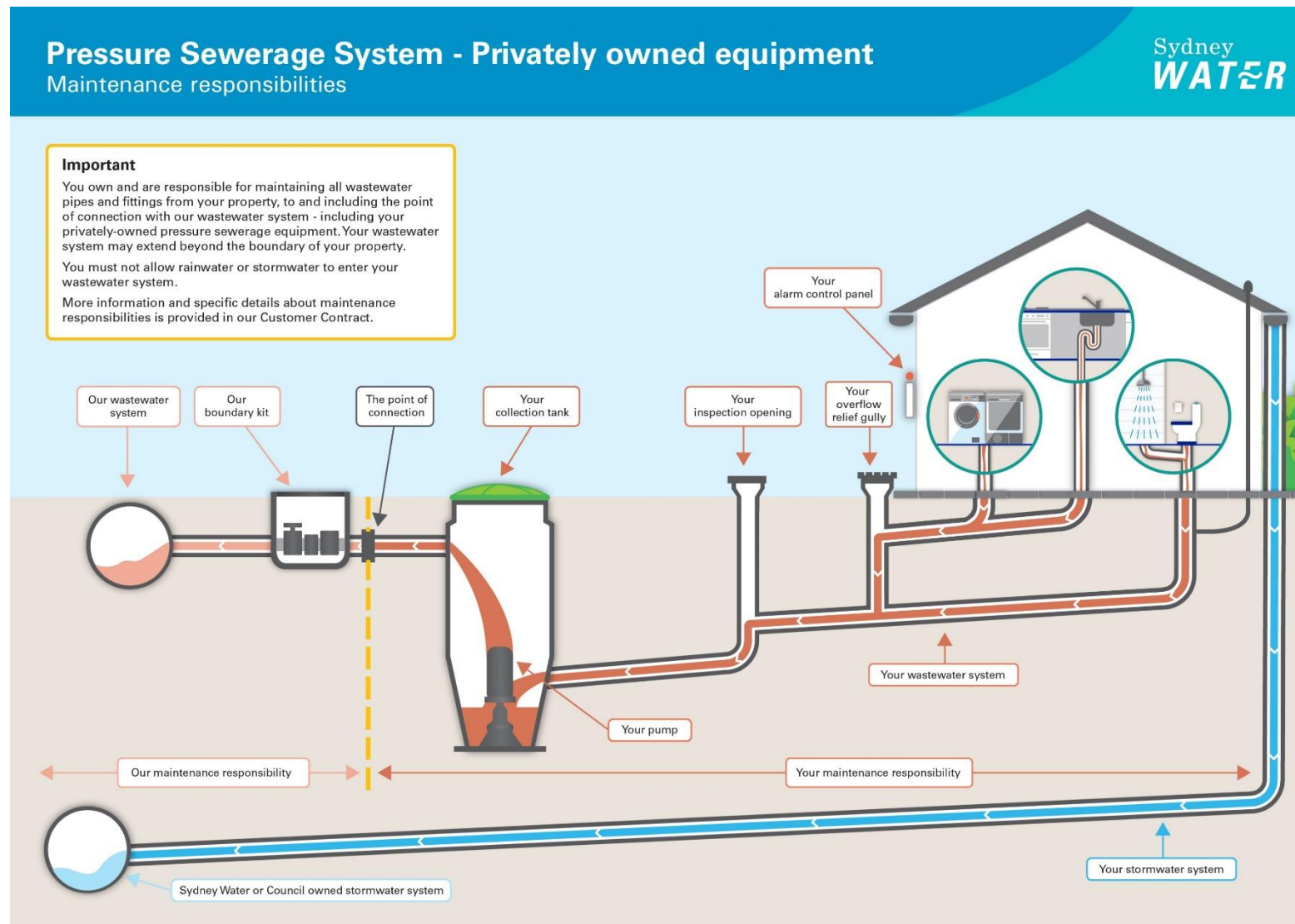


Figure 6: Typical **pressure sewerage system** maintenance responsibilities – Sydney Water owned equipment (~~individual~~ **single property** connections)

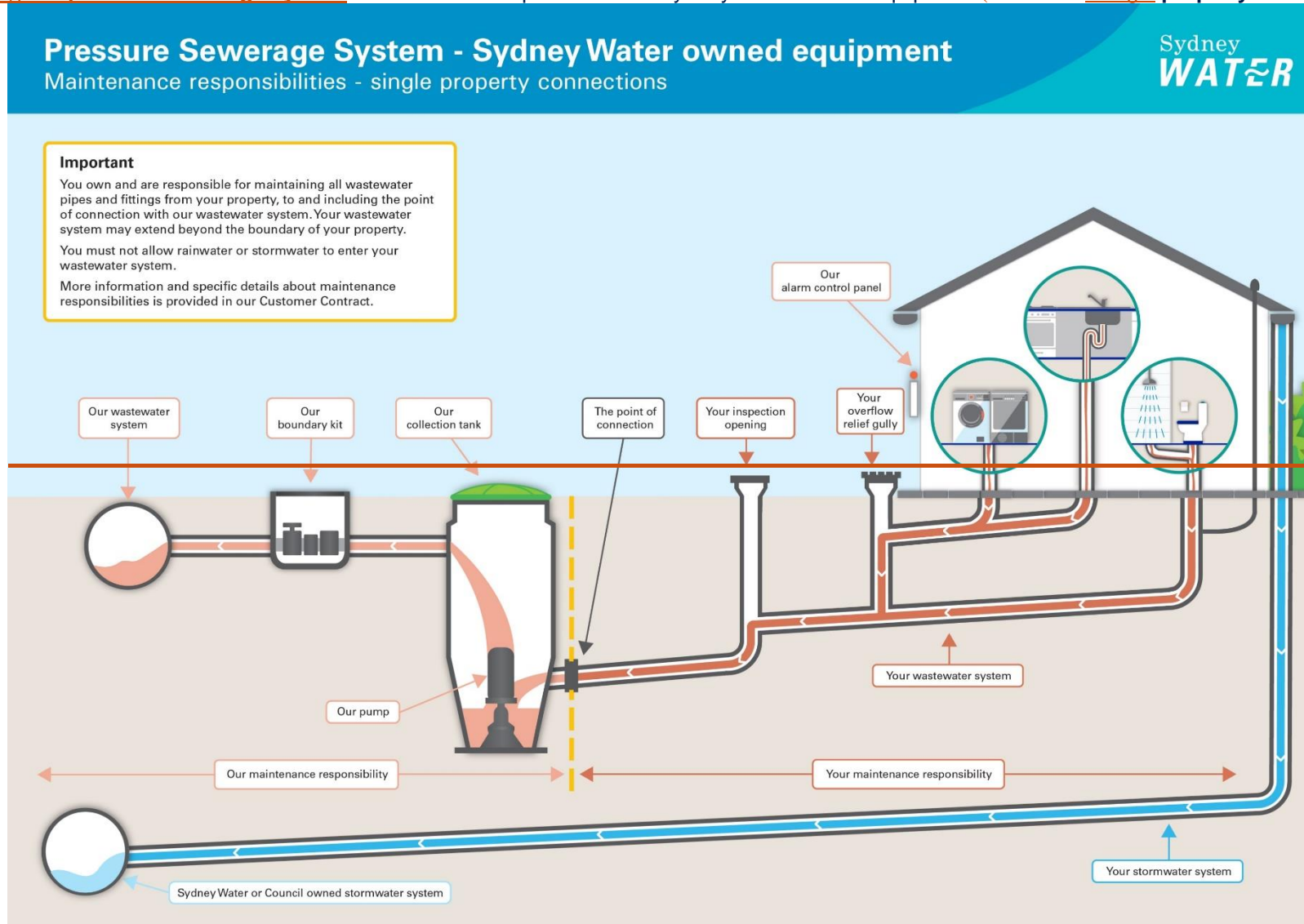
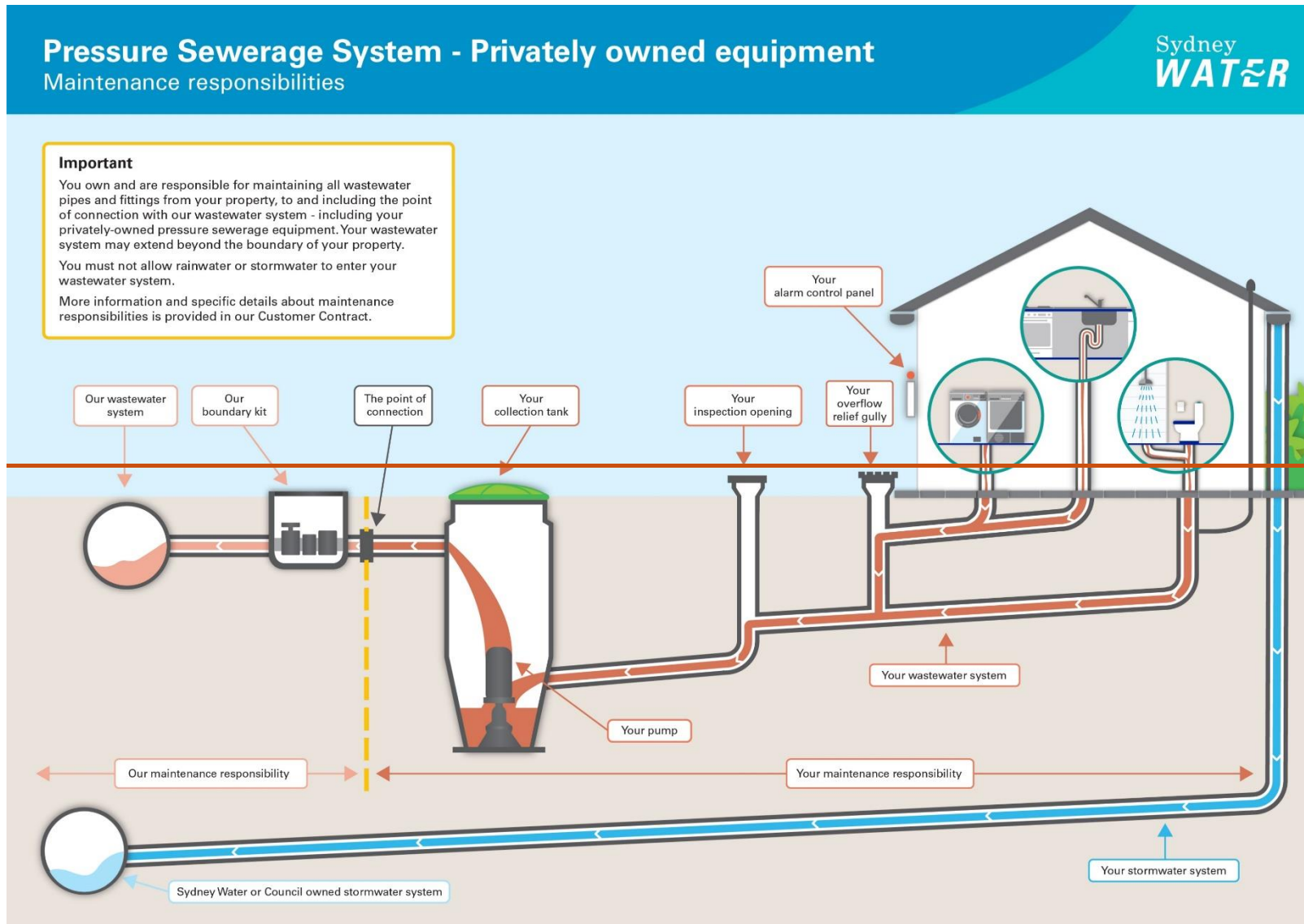


Figure 6 Typical pressure sewerage equipment maintenance responsibilities — Privately owned equipment



Pressure Sewerage System - Sydney Water owned equipment

Maintenance responsibilities - single property connections

Important

You own and are responsible for maintaining all wastewater pipes and fittings from your property, to and including the point of connection with our wastewater system. Your wastewater system may extend beyond the boundary of your property. You must not allow rainwater or stormwater to enter your wastewater system. More information and specific details about maintenance responsibilities is provided in our Customer Contract.

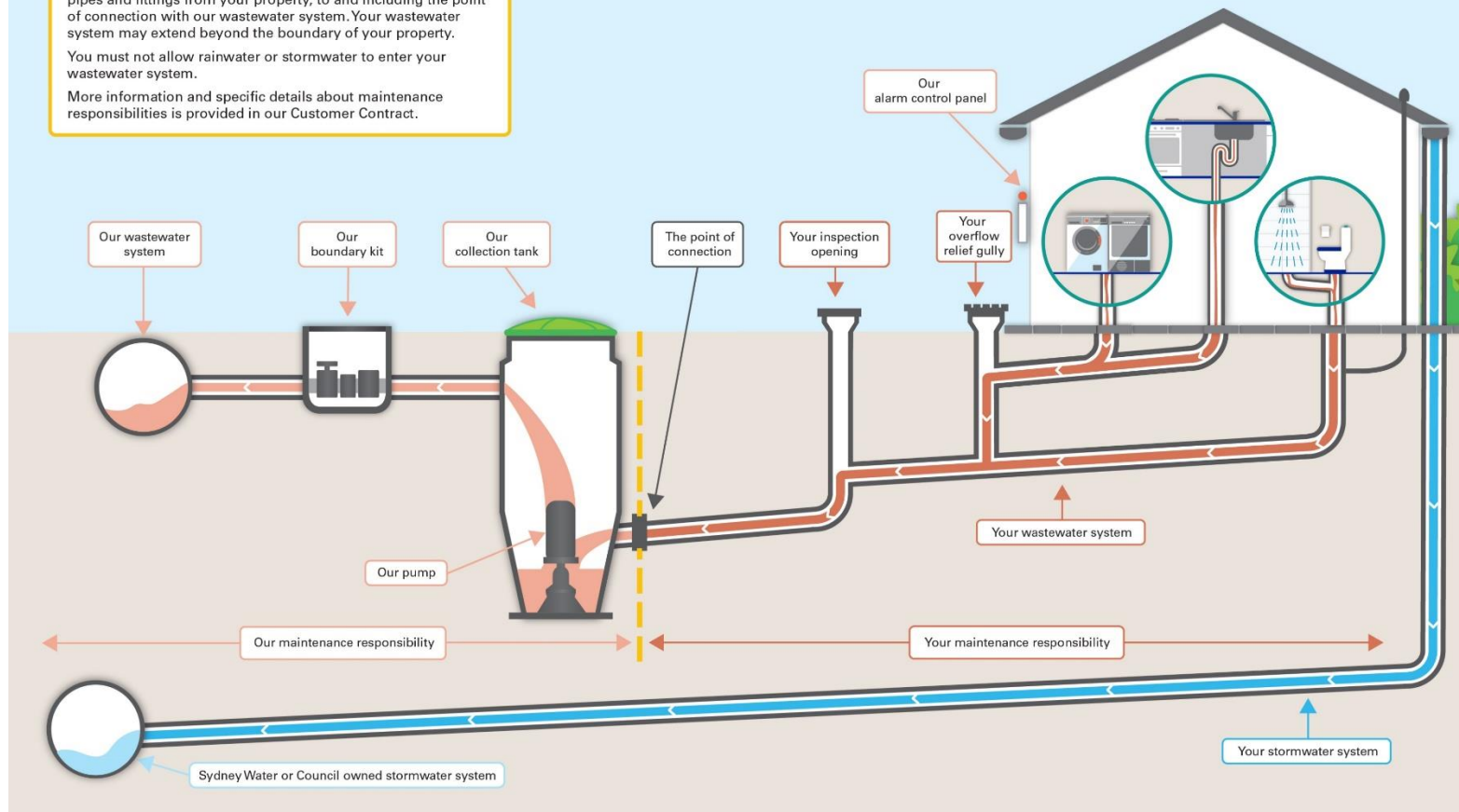
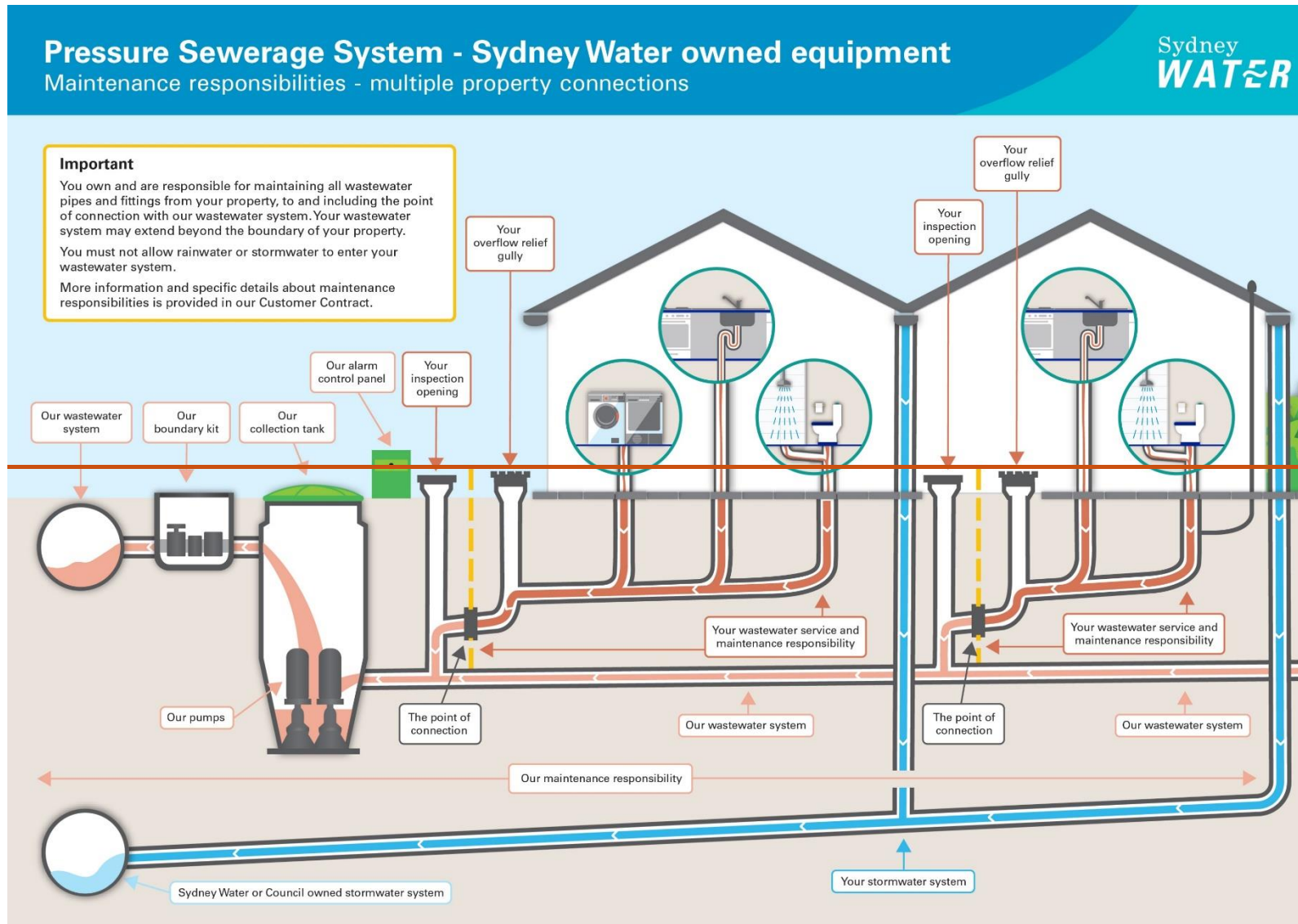


Figure 7: Typical **pressure sewerage equipment system** maintenance responsibilities – Sydney Water owned equipment (multiple property connections)



Pressure Sewerage System - Sydney Water owned equipment

Maintenance responsibilities - multiple property connections

Important

You own and are responsible for maintaining all wastewater pipes and fittings from your property, to and including the point of connection with our wastewater system. Your wastewater system may extend beyond the boundary of your property.

You must not allow rainwater or stormwater to enter your wastewater system.

More information and specific details about maintenance responsibilities is provided in our Customer Contract.

