



Schedule 4

# Customer Contract

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### Foreword

Sydney Water provides **water supply services**, **wastewater services** and some **stormwater services** to people in Sydney, the Illawarra and the Blue Mountains.

Sydney Water's 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** and sets out the minimum standards of customer service that you can expect. It is our service guarantee to our **customers**. It also outlines Sydney Water's rights and obligations to help us meet our key objectives.

For more information about Sydney Water and the services we provide, visit [sydneywater.com.au](http://sydneywater.com.au) or call us on 13 20 92.

## 1 Introduction

### 1.1 Words used in this contract

Words that are bold and italicised in this contract have a special meaning. The meanings are set out in the definitions in clause 15.1 at the end of this contract.

### 1.2 Understanding the contract

There are a number of provisions in clause 15.2 at the end of this contract that may assist you in interpreting the contract.

Other than clause 7.7, which sets out how our liability is limited to the extent permitted by law, nothing in this contract is intended to remove or limit any statutory rights you may have under legislation that cannot be excluded, including the consumer guarantees regime under the **Australian Consumer Law**.

## 2 What is a Customer Contract and who is covered by it?

### 2.1 What is a Customer Contract?

This contract is between us, Sydney Water and you, the **customer**.

This contract provides the terms under which we provide, where available, **water supply services**, **wastewater services**, and **stormwater services** to you. This contract also sets out rights and obligations including your rights in any dispute with us.

This contract is a legally enforceable document and is a requirement of the **Act**.

This contract is summarised in a separate brochure called 'Our contract with you'. Copies of this brochure are available on our website or by contacting us.

### 2.2 Who is covered by this contract?

You are our **customer** and are covered by relevant clauses of this contract if:

- you are the owner of **property** within our **area of operations** that is connected to a water main or **wastewater system** owned by us and that connection has been authorised or approved by us; and/or
- you receive **water supply services** and/or **wastewater services** from us.

If you have a contract for **water supply services** and/or **wastewater services** from a supplier licensed under the **WIC Act**, this contract only applies to you for the services you receive from us.

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You are also our **customer** and covered by relevant clauses of this contract if:

- you are the owner of **property** that is within a **declared stormwater drainage area**; or
- you are the owner of **property** that is within the **Rouse Hill stormwater catchment area**; or
- you are liable to pay us charges for the services we provide.

You may be entitled to an exemption from **service charges** based on the use of your land.

### 2.3 Other agreements with us

If you have a separate agreement with us (for example, in relation to **trade waste, pressure wastewater systems, sewer mining**, stormwater harvesting or **recycled water**), the terms of that agreement will take precedence over the terms of this contract, to the extent of any inconsistency between them.

We may enter into a separate agreement with you to provide different levels of service to you where possible. Before entering into a separate agreement with you, we will provide you with an estimate of the costs of supplying you with the service requested and advise you if the service that we have agreed to provide is below the standards set out in this contract for the requested service.

### 2.4 When does this **Customer Contract** commence?

This contract commences:

- on 1 July 2015 for any person who, on that date, is taken to have entered into this contract under section 55 of the **Act** or clause 2.2 of this contract, and
- for any person who, after 1 July 2015, is taken to have entered into this contract under section 55 of the **Act** or clause 2.2 of this contract, the date that the person is taken to have entered into this contract under section 55 of the **Act** or clause 2.2 of this contract (as relevant).

On 1 July 2015, this version of the contract replaces any previous **Customer Contract** between you and us. Any rights and liabilities that have accrued under any previous contract with us are not affected by the commencement of this contract.

## 3 What services does Sydney Water provide?

### 3.1 **Water supply services**

#### 3.1.1 Supply of water

We will supply you with water to meet your reasonable needs except:

- in the case of **unplanned interruptions** or **planned interruptions**, under clauses 3.4.2 and 3.4.3;
- in the case of restrictions under clause 3.4.4;
- where we are entitled to restrict or discontinue supply under clause 6; or
- in the case of events beyond our reasonable control.

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.

If we supply you with **recycled water**, we will give you information on the standard requirements for its safe use at the time we commence supplying **recycled water** to you. We are not responsible for your use of **recycled water** contrary to the information we provide.

### 3.1.2 **Drinking water** quality

The **drinking water** system and the **drinking water** we supply a **customer** will comply with the health related guidelines provided in the **Australian Drinking Water Guidelines** except to the extent otherwise specified by **NSW Health**, as required by the **Operating Licence**.

### 3.1.3 **Recycled water** quality

The **recycled water** system and the **recycled water** we supply a **customer** will comply with the **Australian Guidelines for Water Recycling** except to the extent otherwise specified by **NSW Health**, as required by the **Operating Licence**.

### 3.1.4 **Drinking water** pressure

We will ensure that the **drinking water** we supply to your **property** is at a minimum of 15 metres head of pressure at the **point of connection** to Sydney Water's **water system**. This is recognised as suitable for **residential customers** and **non-residential customers**.

### 3.1.5 Health or special needs

Your health provider is to notify us if you require a water supply to operate a life support machine or for other special health needs. In certain circumstances, you may be eligible for an allowance of water use that is not subject to charges.

## 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:

- where we are entitled to discontinue supply under clause 6;
- in the case of **unplanned interruptions** and **planned interruptions** under clauses 3.4.2 and 3.4.3; or
- in the case of events beyond our reasonable control.

### 3.2.2 **Wastewater overflow**

We will make every reasonable effort to minimise the incidence of **wastewater overflows** on your **property** due to a failure of our **wastewater system**.

In addition to any statutory rights you may have under any legislation, including the **Australian Consumer Law**, if there is a **wastewater overflow** on your property due to the failure of our **wastewater system**, we will ensure that:

- inconvenience and damage to you is minimised;
- the affected area is suitably and promptly cleaned up at our cost and in a way that minimises the risk to human health and the environment; and
- any rebate or redress that may be due to you under clauses 7.2, 7.3, 7.4 and 7.5 are paid or provided.

### 3.2.3 **Trade wastewater**

You may discharge **trade wastewater** into our **wastewater system** only if you have obtained our written permission and entered into an agreement with us for this activity.

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We will give you our written permission and enter into such an agreement with you only if we are able to accept, transport and process **trade wastewater** that you discharge in full compliance with applicable safety and environmental laws, the **Operating Licence** and the **Act**.

You can contact us to obtain further information on the guidelines and standards for a **trade wastewater** discharge.

### 3.2.4 **Pressure wastewater system** connection

If you are connected to a **pressure wastewater system** provided, owned and installed by us on or after 1 July 2015, you must enter into a separate additional service agreement covering the operation and **maintenance** of the **pressure wastewater system**.

If you were connected to a **pressure wastewater system** prior to 1 July 2015, refer to our 'responsibilities of connected customers' policy, as amended from time to time, for operation and **maintenance** requirements. This is available on our website or in print by request.

### 3.2.5 **Sewer mining** and stormwater harvesting

You may extract from our **wastewater system** or **stormwater drainage system** only if you have obtained our prior written permission and entered into an agreement with us for this activity.

## 3.3 **Stormwater services**

We will provide you with a service to transport stormwater through our **stormwater drainage systems** under our control if your **property** is within a **declared stormwater drainage area** or within the **Rouse Hill stormwater catchment area**.

If your **property** is within a **declared stormwater drainage area** or the **Rouse Hill stormwater catchment area** we will charge you for this service in accordance with the maximum prices, or methodology for fixing the maximum prices, determined by **IPART**.

We can provide information to assist you in determining whether your land is within a **declared stormwater drainage area** or within the **Rouse Hill stormwater catchment area** and whether Sydney Water stormwater pipes or channels are located within or adjacent to your **property**.

We will notify you if an area of land is newly declared to be a **declared stormwater drainage area** and the declaration affects your **property**.

## 3.4 **Factors affecting service**

### 3.4.1 Repairs and **maintenance**

If we undertake any work on our assets located on or adjacent to your **property**, we will leave the affected area and immediate surrounds as near as possible to its original state which existed prior to the works being undertaken, unless we have agreed to a different arrangement with you.

### 3.4.2 **Unplanned interruptions**

If there is an **unplanned interruption** to your **water supply service** or **wastewater service**, we will minimise the inconvenience to you by:

- restoring the service as quickly as possible;
- providing as much information as practicable on a 24 hour leaks and faults telephone service (see clause 11.4); and
- providing access to emergency supplies of water where reasonably practicable and necessary having regard to the particular circumstances.



### 3.4.3 **Planned interruptions**

We may need to arrange **planned interruptions** to the **water supply services** and **wastewater services** provided to you to allow for planned or regular **maintenance** of our **water system** or **wastewater system**.

We will inform you of the time and duration of any **planned interruption**, at least two days in advance if you are a **residential customer**, and seven days in advance if you are a **non-residential customer**, unless you agree to another period.

We will use our best endeavours to ensure the **planned interruption** is no longer than five hours from when the supply of water is turned off until the water is turned back on.

### 3.4.4 Water restrictions

At the discretion of the **Minister** or NSW Government, we may interrupt and/or limit **water supply services** to you or place conditions on your water use. You must comply with the supply conditions while they are in place.

We will publish any water supply conditions in major newspapers throughout our **area of operations** and on our website. These may include:

- restrictions on the use of water, including the purpose for which water may be used;
- a variation of charges consistent with the **Act** and **Operating Licence**; and
- other conditions that we consider appropriate, including the period or likely period of restrictions or limitations on supply and usage of water.

We will also make every reasonable effort to notify you in your next bill of changes to supply conditions.

## 4 What you pay

### 4.1 Responsibility to pay the account

You must pay us the amount on your bill by the date specified unless you have entered into an arrangement with us to defer payment or pay by instalments or you have entered into other **payment arrangements** with us.

### 4.2 Publication of charges

We will publish on our website up-to-date information on our charging policies and current charges in accordance with clause 4.11 and, where possible, clause 4.11.4. This information will also be provided to you on request.

### 4.3 Concessions

You are eligible for a government funded pension concession if you hold one of the recognised pensioner concession cards. You must apply to us for the concession and establish your eligibility.

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.

You may contact us to obtain information on whether you are eligible for a concession. On request, we will provide information about concessions in a language other than English (where available).

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### 4.4 Your bill

#### 4.4.1 When will your bill be sent?

We will issue you a bill for the services that we provide to you. You will be sent a bill on a quarterly basis, unless otherwise agreed.

**Non-residential customers** with high water usage and **wastewater** disposal may be sent a bill on a monthly basis.

We will provide you with copies of your bills or a statement of all charges that you have incurred for the previous 12 months on request, free of charge.

#### 4.4.2 What information is on your bill?

We will ensure that your bill contains details of:

- the **charging period** to which it applies;
- the total amount due;
- the usage and **service charges**, separately itemised;
- other fees and charges payable;
- the date payment is due;
- your postal address and account number;
- the address of the **property** for which the charges in the account have been incurred;
- options for the method of payment;
- a comparison of your water usage with your past water usage, where available;
- contact numbers for account enquiries, leaks and faults, and text telephone (TTY) services;
- the payment assistance available;
- information in community languages about the availability of interpreter services and the phone number for those services; and
- the credit balance or amounts overdue from previous bills.

#### 4.4.3 How bills are sent

We will send your bill to the postal address you nominate.

If you do not nominate a postal address, the bill will be sent to:

- the **property** to which the services are available or provided; or
- your last known postal address.

On your request we may send your bill electronically.

Your bill will be considered delivered to you if it is sent by one of the above means.

#### 4.4.4 How to make a payment

We will provide you with a range of payment options including in person, by mail, via the internet or by direct debit.

You must pay by one of the methods that we offer. We will not accept payments by other methods.

### 4.4.5 Overdue account balances

If you do not pay your account by the due date, you will have an overdue account balance and we may charge you:

- interest on your overdue account balance; or
- a late payment fee, but only if a maximum late payment fee amount is specified by **IPART** as part of a review conducted by **IPART** under the *Independent Pricing and Regulatory Tribunal Act 1992* (NSW).

Any late payment fee we charge you will:

- not exceed the maximum late payment fee amount specified by **IPART**; and
- 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).

We will not charge you interest on your overdue account balance or a late payment fee if:

- we have already agreed with you a deferred payment date, or an arrangement to pay by instalments with respect to the overdue account balance; or
- you have entered into a **payment arrangement** with us.

## 4.5 Undercharging

If 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) as a result of our error, we may adjust your next bill to charge the undercharged amount as a separate item.

If the undercharging is due to:

- you providing false information;
- an unauthorised connection (for example, you have not obtained our written consent in accordance with clause 8.10 or you have not obtained the required approvals for the connection);
- your breach of this contract or the **Act**; or
- building works which were not approved in accordance with clause 8.9;

you must pay the correct amount on request. We will state the amount to be paid as a separate item in your next bill.

We may also charge you from a date we determine an unauthorised connection to have occurred.

## 4.6 Overcharging

If 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) due to our error, we will apply a credit to your next bill after we become aware of the error.

## 4.7 Billing disputes

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.

You are obliged to pay any undisputed charges or fees by the due date.

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### 4.8 Wastewater usage charges

The **wastewater** usage charge applies to **non-residential customers** only. We will determine a **wastewater usage discharge factor** that is used to calculate **wastewater** charges for **non-residential customers**.

**Wastewater** usage and **service charges** are the sewerage usage and **service charges** set by Sydney Water in accordance with the maximum prices, or methodology for fixing the maximum prices, determined by **IPART**.

Where a **wastewater usage discharge factor** is varied, the revised charge will apply from the beginning of the next **charging period**. We will notify you of any change to your **wastewater usage discharge factor**, in accordance with clause 4.10.

### 4.9 How prices are determined

We set charges for our services in accordance with any maximum prices, or methodology for fixing the maximum prices, determined by **IPART** that applies to those services.

We may vary our charges from time to time, but only in accordance with our **Operating Licence** and the **Act** and subject to the maximum prices, guidelines and methodologies determined or issued by **IPART**.

### 4.10 Notification of price variations

We will publish notice of any variations to our charges on our website and provide details on your bill. The variation will commence on:

- the first day of the next quarter after the notice of the variation has been published; or
- any other date we nominate after we have published the notice of the variation.

### 4.11 Other costs and charges

#### 4.11.1 Dishonoured or declined payments

If payment of your bill is dishonoured or declined, we may charge you a dishonoured or declined payment fee in an amount not exceeding the amount specified on our website, as amended from time to time.

We may refuse to accept personal cheques or card payments for a specific bill where two or more dishonoured payments have been provided. We may refuse future payments by these means if you have a history of dishonoured payments.

#### 4.11.2 Payment adjustments

If we incorrectly apply a payment to your bill, we will reverse the payment and inform you of this reversal.

#### 4.11.3 Costs for installing and connecting services

You must pay the installation costs of a connection from your **property** to our **water system**, **wastewater system** or **stormwater drainage system**.

Connection to our **water system**, **wastewater system** or **stormwater drainage system** must be approved by us and comply with the conditions we set to ensure the safe and reliable supply of services.

Where a new connection point requires works on our systems, those works can only be carried out by us or a provider listed by us. This list is available on our website or by request.

### 4.11.4 Charges for other services

We may charge you a fee for any other services you request from us. 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. In circumstances 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.

We may also charge you other fees, charges and amounts where we are entitled to do so under the **Act**.

### 4.12 Exchange of information

To the extent permitted by law, we may exchange information about your creditworthiness, credit standing, credit history or credit capacity with credit reporting agencies, other credit providers, other suppliers, or our agents, contractors and franchisees.

## 5 What can I do if I am unable to pay my bill?

### 5.1 Payment difficulties and assistance options

If you are experiencing **financial hardship** you should contact us and we will provide you with information about options available to assist you. All reasonable effort will be taken to provide assistance to you.

If you are experiencing **financial hardship**, you have the right to:

- be treated sensitively on a case by case basis by us;
- receive information from us on alternative **payment arrangements**, such as a payment plan;
- defer payment for a short period of time;
- negotiate an amount you can afford on an agreed instalment plan. If you are a **non-residential customer** these arrangements will be based on reasonable commercial considerations and market conditions; and
- access to a language interpreter, if required, at no cost to you.

Additionally, if you are a **residential customer** experiencing **financial hardship**, we will offer you a range of options that may assist you, including:

- the option to pay smaller amounts on a regular basis, which may fit better with your income;
- information from us about an accredited welfare agency for payment assistance;
- Payment Assistance Scheme (PAS) credit issued by an accredited welfare agency or us;
- other appropriate government concession programs;
- tailored advice on other broader assistance options; and
- referral to financial counselling services.

If you are a **private residential tenant** who pays your water usage charge, you are eligible for:

- information from us about an accredited welfare agency for payment assistance;
- Payment Assistance Scheme credit issued by an accredited welfare agency or us;
- tailored advice on other broader assistance options; and
- referral to financial counselling services.



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If you enter into a **payment arrangement** with us, we will:

- enable you to make payments by instalments, in advance or arrears;
- inform you of the following:
  - the period, or periods of the payment plan;
  - the amount and frequency of each instalment;
  - if you are in arrears, the completion date of the payment plan required to pay the arrears; and
  - if you choose to pay in advance, the basis on how the instalments are calculated;
- provide for instalments to be calculated having regard to your consumption needs, your capacity to pay and the amount of arrears you are required to pay;
- ensure that your arrears are cleared over a period of time and your debt does not continue to grow; and
- deal with your financial difficulty in a fair and reasonable manner.

If you are experiencing **financial hardship** and have entered into a **payment arrangement** with us and honour that arrangement, we will:

- not take any legal action to enforce the debt or **restriction** or **disconnection** of the supply of water to your **property**; and
- waive interest and late payment fees on the overdue amount for the period of the arrangement.

## 6 Restriction or disconnection of water supply and wastewater services

### 6.1 **Restriction or disconnection**

If you fail to pay your bill by the due date and have failed to make alternative arrangements for payment, we may restrict or disconnect the supply of water to your **property**. 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.

Information on these policies will be sent to you annually with your quarterly or other bills. This information is also available on our website or on request.

### 6.2 **Notice of restriction or disconnection of supply of water for non-payment by customers**

If you fail to pay your bill by the due date, we will send you a reminder notice. The reminder notice will:

- state the total amount due;
- state that payment is immediately due;
- state that you should contact us if you are having difficulty making payment and we will provide you with payment options, including **payment arrangements**, subject to eligibility criteria; and
- advise you 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.

If you fail to comply with the reminder notice, we will send you a **disconnection** notice advising you that:

- you must pay the bill immediately otherwise, after seven days of our issuing the **disconnection** notice to you, we may take action to restrict or disconnect the supply of water to your **property** or take legal action to recover the amount outstanding;
- you may incur additional costs relating to us restricting or disconnecting the supply of water and/or taking legal action to recover the amount outstanding;
- the supply of water to your **property** may be restricted or disconnected without further notice
- you have the right to raise your concerns with **EWON** if you have attempted to resolve your concerns with us and are not satisfied with a decision made by us;
- you should contact us if you are experiencing **financial hardship** and we will provide you with information about options available to assist you.

### 6.3 Conditions for **restriction or disconnection of supply of water for non-payment by customers**

We may restrict or disconnect the supply of water to your **property** if:

- you have not paid your bill and at least seven days have elapsed since we issued the **restriction** or **disconnection** notice; or
- you have entered into a **payment arrangement** with us, but have failed to make the agreed payments.

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**.

Details are provided in our 'assistance options for payment difficulties and actions for non-payment' policy that is available on our website, as amended from time to time.

In addition to the limitations on **restriction** or **disconnection** set out in clause 6.7, we will not restrict or disconnect the supply of water for a failure to make due payment where:

- you have applied for a payment plan that is being assessed; or
- you are complying with the agreed terms of a current **payment arrangement**.

The notices referred to in this clause will be sent to you in the same manner in which bills are sent to you under clause 4.4.3.

If you receive a bill for a new **charging period** that contains an overdue amount from a previous **charging period**, we may restrict or disconnect supply on the arrears after issuing you with the appropriate notices relating to the overdue amount, as described in this section.

### 6.4 **Restriction or disconnection for other reasons**

We may also restrict or disconnect the supply of services to your **property** in the following circumstances:

- if you are connected to our **water system, wastewater system or stormwater drainage system** without our approval;
- if private works for the supply of water or **wastewater** to your **property** are defective;
- you have breached this contract, the **Act**, your additional services agreement or any other agreement with us;
- you fail to rectify a defective or unauthorised work as per clause 8.7 of this contract;

## Schedule 4 Customer Contract

- If you use **sewer mining** or stormwater harvesting facilities that are not authorised by us or do not comply with applicable laws;
- you discharge **trade wastewater** into our **wastewater system** without our written approval or you do not comply with the requirements of our written approval;
- where you fail to ensure access to our **meter** for your **property**. Prior to taking this step, we will use our best endeavours to contact you to arrange reasonable access, leave a notice requesting access and provide you with a **disconnection** warning;
- where you fail to meet our published metering requirements;
- if you are connected to a **pressure wastewater system** that is maintained by Sydney Water and you do not comply with your agreement or operation and **maintenance** requirements;
- if a serious health or environmental risk is posed by the discharge of chemicals into our **wastewater system**;
- if you have not installed a backflow prevention containment device if required to do so by us;
- if 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;
- you use your **recycled water** in a manner inconsistent with its intended purpose or in a manner contrary to the information we provide on its safe use;
- where we are entitled or required to restrict or to discontinue supply by direction of the **Minister** or under an applicable law; or
- where access to the **meter** or poor quality of your pipes prevents us from exchanging the **meter** and you have failed to address this within 30 days of our notifying you of this.

### 6.5 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** (the tenant) who may deduct them from rents otherwise payable to the landlord, as permitted under the **Act**.

### 6.6 Minimum flow rate during **restriction**

If we restrict the supply of water to you, we will provide a flow sufficient for health and hygiene purposes. If you believe that the **restriction** will cause a health hazard you should contact us and we will consider increasing the flow.

### 6.7 Limitations on **restriction** or **disconnection**

Under no circumstances will we restrict or disconnect the supply of water to your **property**:

- without providing reasonable notice to the occupier of the **property** that we intend to restrict the supply;
- without giving you the notices under clauses 6.2 or 6.3 (as applicable) where the reason for **restriction** or **disconnection** is non-payment of your bill, except when an order is issued under relevant legislation;
- without providing the occupier with information on our policies relating to customer hardship, debt, water flow **restriction** and **disconnection** for non-payment;
- if a related **complaint** is being considered for resolution by us or **EWON**; and

- without advising the occupier that in some circumstances the **Act** permits a tenant to pay outstanding charges and deduct them from rents otherwise payable to the landlord and providing the occupier with a reasonable opportunity to pay the bill.

We will only carry out a **restriction** or **disconnection** on a business day (excluding Fridays and the day before a public holiday), prior to 3pm.

### 6.8 **Disconnection by a customer**

You may **disconnect** your **property** from our **water system** or **wastewater system** provided that:

- you have complied with all applicable health, environmental and local council regulatory requirements;
- you have complied with all requirements of Sydney Water, as detailed in the policies published on our website, as amended from time to time;
- you have given us information we may reasonably require;
- you have given us 10 days written notice and you have obtained our written permission; and
- the **disconnection** is undertaken by a licensed plumber and conducted in accordance with plumbing, drainage or other regulations or standards that may apply.

On **disconnecting** your **property**, we may recover any equipment that Sydney Water installed on the **property** and may continue to charge you a service availability charge in accordance with the **Act**. You may apply to us to be exempted from this charge.

### 6.9 **Restoration of water supply after restriction or disconnection**

Following **restriction** or **disconnection** of your water supply, we will provide you with information to enable you to make arrangements for the restoration of the supply. A restoration fee will apply.

When the reason for the **restriction** or **disconnection** of supply no longer exists or if there is mutual agreement to restore supply, we will restore your supply:

- on the same day, if you pay or we agree to other arrangements before 3 pm on any business day; or
- on the next business day if you pay or we agree to other arrangements after 3 pm.

When the conditions for restoration are met after 3pm, we may restore supply on the same day but you may be asked to pay an after-hours restoration fee.

### 6.10 **Costs for debt recovery activities**

We may recover from you our reasonable costs associated with debt recovery under this contract.

## 7 **Redress**

### 7.1 **Notification**

If you notify us of a failure by us to comply with this contract or our activities result in inconvenience, damage or loss to you or your **property** we will promptly advise you of:

- your right to a rebate or redress under clauses 7.2, 7.3, 7.4 or 7.5;
- how we may rectify your problem; and
- how to seek compensation from us under clause 7.6.

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### 7.2 Rebates

Information on rebates provided under this contract is set out in our 'allowances and rebates on your bill' policy, which may be amended from time to time. This is available on our website or in hard copy by request.

If you are a **customer**, you are entitled to a rebate for an occurrence of the following:

- **Planned interruption**

Where your **water supply service** and/or your **wastewater service** is interrupted for over five hours by a **planned interruption** you are entitled to an automatic rebate of \$35. You are eligible for this rebate for each and every event of this type that you experience.

- **Unplanned interruption**

Where your **water supply** and/or your **wastewater service** is interrupted for over five hours by an **unplanned interruption** you are entitled to an automatic rebate of \$35 for each of up to two **unplanned interruption** events. If you experience three or more **unplanned interruptions** in a 12-month period the rebate outlined in clause 7.3 will apply.

- Low water pressure

Where your **drinking water** pressure is below 15 metres head of pressure at the **point of connection** to our **water system** for a continuous period of 15 minutes, unless as a result of a supply interruption, you are entitled to a rebate of \$35. This rebate is payable for one event each quarter. A rebate will be granted automatically when this is identified through our monitoring.

- **Wastewater overflow**

If you experience a **wastewater overflow** on your **property** due to a failure of our **wastewater system**, you are entitled to a rebate of \$60. If you experience two or more **wastewater overflow** events in a 12-month period, the rebate outlined in clause 7.4 will apply.

- Dirty water

If we do not provide you with clean water suitable for normal domestic purposes, you may be entitled to a rebate of \$35 for each occasion that we do not provide you with clean water suitable for normal domestic purposes.

If the cause of the problem is identified in your **water system** the rebate will not apply.

- Boil water alert

If **NSW Health** issues a 'boil water alert' due to contamination of **drinking water** caused by us, you are entitled to a rebate of \$35 for each incident in relation to which the 'boil water alert/s' is/are issued.

We will pay the rebate in your next bill where possible.

### 7.3 Rebates for recurring **unplanned interruptions**

If you are a **customer** and experience three or more **unplanned interruption** events to your **property** that last for over one hour in a 12 month period, you are entitled to a rebate equal to the whole annual water **service charge**, less any concessions available to you, after the third event.



### 7.4 Rebates for recurring *wastewater service* disruption or internal *wastewater overflows*

If you are a **customer** and experience two or more **wastewater service** disruptions or internal **wastewater overflows** on your **property** in a 12 month period due to capacity constraints in our system, you will be entitled to a rebate equal to the whole annual **wastewater service** charge, less any concessions available to you, after the second event.

### 7.5 Redress

In addition to our obligation to pay a rebate under clauses 7.2, 7.3, and 7.4, we may provide one of the following forms of redress:

- reinstatement;
- repair;
- rectification;
- construction of works;
- providing alternative supplies of water;
- emergency accommodation; or
- payment for damages as set out in clause 7.6.

If you are unsatisfied with the form of redress we provide you, you may request additional redress from us. We will consider your request in accordance with the timeframes in clause 12.1 as if your request were a **complaint**.

### 7.6 Claim for damages

In the event of physical loss or damage to you or your **property** that may be as a result of our activities or our failure to comply with this contract, the **Operating Licence** or the **Act**, we may compensate you for any loss suffered.

You should make your initial claim to your insurance company. If your loss is not covered by an insurance policy you may notify us for consideration.

All claims must be submitted in writing on an incident notification form that is available on Sydney Water's website or by contacting us. You must specify the nature of the problem and the compensation sought.

We will within five business days of receiving your claim:

- acknowledge receipt of your claim; and
- advise you of the name and contact details of our representative who will assist you with your claim.

We will undertake investigations into the circumstances surrounding the claim/incident and provide a response time for making a decision in regard to your claim.

You will be provided with a written assessment of your claim within the response time indicated. The assessment will outline the reasons for the decision in regard to your claim and the type of compensation to be provided, if any.

If you are not satisfied with our decision, you have the right to seek review of your claim under clause 12.2 or you may seek an external review under clause 12.4.

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### 7.7 Limitation of liability

The law (including the **Australian Consumer Law**) may provide non-excludable statutory guarantees and other rights which apply to the goods and services we provide under this contract. If you are a consumer under the **Australian Consumer Law**, our goods and services come with guarantees that cannot be excluded under that law. The only additional assurances we make about the goods and services we provide under this contract, and the only conditions and warranties included in this contract are:

- those set out in this document; and
- those that the law (for example, the **Australian Consumer Law**) say are included.

However, where we are liable to you because of a consumer guarantee, our liability is to the extent permitted by law, limited to:

- replacing the goods and services to which the breach relates; or
- at our option, paying you the cost of replacing those goods, or having the services supplied again.

The limitation of our liability does not affect rights you have under a law that applies to us which says we cannot exclude or limit our liability.

## 8 Responsibilities for maintenance

### 8.1 Water pipes

You are responsible for maintaining all water pipes and fittings between our **water system** and the buildings and/or taps on your **property**. This is referred to as **your water system**.

As a **property** owner, you are responsible for any damage caused by a failure of **your water system**.

As a free service, if you notify us of a failure of **your water system**, we will repair **your water system** between our **water system** and the **meter** for your **property**. However, if the **meter** lies more than one metre along your pipe inside the **property** boundary, or there is no **meter**, we will provide this service only up to one metre along your pipe inside the **property** boundary. The **property** boundary is where private pipework leaves public land and enters private land.

If you prefer that we do not repair a failure in **your water system**, you must have the fault repaired by a licensed plumber in accordance with the **Plumbing Code of Australia** or any other acts, regulations or standards that may apply.

However, we are not responsible for the repair of:

- unauthorised services and water services installed contrary to appropriate codes, regulations and standards;
- fire services, both inside and outside the **property** boundary;
- backflow prevention devices;
- water services connecting to privately owned water mains, such as in some community title subdivisions, or shared **private joint services** or extended private services; and
- faults caused by your wilful or negligent act or omission.

If we make repairs to your water pipes, we will backfill and make safe any excavations required on your **property**. We will not restore any landscaping, structures or hard surfaces.

We will also not meet the costs of installing new private services or modifying, upsizing or relocating existing private services.

We are not responsible for installing, maintaining or annual testing of **backflow prevention containment devices** on properties, except where the device is integrated into the **meter** supplied by Sydney Water.

### 8.2 Wastewater pipes

You are responsible for maintaining all **wastewater** pipes and fittings between your **property** and the connection with our **wastewater system**. This is referred to as **your wastewater system**.

The **point of connection** with our **wastewater system** may be outside 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.

If a fault occurs in **your wastewater system**, you are responsible for arranging to have the fault rectified by a licensed plumber or drainer.

If the fault occurs in our **wastewater system** we will repair the fault at our cost. However, you may be liable to pay for the repair to the extent you have contributed to the fault.

As a free service, Sydney Water will repair collapsed private **wastewater** pipes where the collapse is located within a footpath or roadway and a licensed plumber has confirmed that the fault cannot be repaired without excavation of the footpath or roadway and replacement of the collapsed **wastewater** pipes.

However, if the problem is assessed by Sydney Water as able to be repaired without excavation, you will remain responsible for the cost of repair. We will not reimburse any plumbing costs.

We will not provide this service for unauthorised **wastewater systems** installed contrary to appropriate codes, regulations and standards.

### 8.3 Pressure wastewater systems

If you were connected to a **pressure wastewater system** prior to 1 July 2015, refer to our 'responsibilities of connected customers' policy for operation and **maintenance** requirements, as amended from time to time. This is available on our website or in print by request.

If you are connecting to, or you buy a **property** that is connected to an existing **pressure wastewater system** after 1 July 2015, you will be required to enter into an additional services agreement that outlines the operations and **maintenance** requirements of the **pressure wastewater system**.

### 8.4 Private joint water or wastewater pipes

If you share a **private joint service** for a water or **wastewater** pipe you are jointly responsible for the cost of its **maintenance**, including damage to private or public property resulting from a defect in the **private joint service**. Your shared responsibility starts from the **point of connection** to our main. The apportionment of costs incurred in its **maintenance** is a matter between you and others who share it.

**Disconnection** of private pipes from **private joint services** for either water or **wastewater** is a matter between the relevant **private joint service** property owners. We have no authority in respect of **disconnection** from **private joint services**.

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### 8.5 Stormwater connections, coverings and bridges

You are responsible for the **maintenance** of any connections between your **property** and our stormwater channel, pipe or culvert.

You are responsible for the **maintenance** of any coverings, bridges or similar structures within your **property** that cover or cross our stormwater channels, pipes or culverts unless they are owned by us.

### 8.6 Water efficiency

You may install water efficient plumbing fixtures, appliances and equipment, such as those recommended under the Water Efficiency Labelling and Standards Scheme.

You may install water saving devices, for example:

- that collect and use rainwater for your own use. If you have a rainwater tank connected to our system, a **backflow prevention containment device** is required to be installed; and/or
- a composting toilet that does not require connection to our **water system** or **wastewater system**.

You must comply with **BASIX** requirements, plumbing regulations and health, environmental and local council requirements when installing water saving devices. Approval may be required from your local council.

On request, we will provide you with information on how to use water efficiently.

### 8.7 Defective work

If we become aware of any defective or unauthorised work to **your water system, your wastewater system** or your **stormwater drainage system**, that impacts or poses risks to the operation of our **water system**, our **wastewater system** or our **stormwater drainage system**, we will request the defect to be fixed within a reasonable time.

If you do not comply with the notice, we may undertake to restrict or disconnect your **water supply service** or your **wastewater** connection until it is fixed. We may also undertake to remedy the defective or unauthorised work and you may be charged the reasonable costs incurred by us in undertaking this work.

### 8.8 Giving notice of system failures

You should inform us if you become aware of any failure of our **water system, wastewater system**, or **stormwater drainage system**. If you notify us of an interruption to your water supply, a burst or leak in our **water system**, a disruption to the **wastewater** drainage from your **property** or an overflow or leakage from our system, we will ensure that the problem is attended to as soon as practicable.

### 8.9 Building work

You must not undertake any excavation, building, landscaping or construction work on your **property** without firstly identifying the location of our assets, and obtaining our consent if required. You can obtain a plan from us identifying the location of our assets.

We will request that you remove any unapproved structure or landscaping work that interferes with our system at your cost. If you do not comply with our request within the required timeframe, we will remove the unapproved work and charge you the reasonable costs incurred by us in undertaking this work.

**Properties** with an existing water service must be metered during the building period. The **meter** must be accessible (as described in clause 10.4) at all times.

### 8.10 Connections to services

You must apply and have our written consent to be able to connect to our services.

Once your application is approved, connections to our **water system, wastewater system or stormwater drainage system** are to be made using the services of a provider listed by us or licensed plumber and in accordance with plumbing, drainage or other regulations or standards that may apply. A list of providers is available on our website or by request.

### 8.11 Altering and unauthorised connection or use

You must not:

- wrongfully take, use or divert any water supplied by us;
- use a dedicated **fire service** for any purpose other than firefighting or testing of the **fire service**;
- wrongfully interfere with the operation of a **meter**, metering system or prevent a **meter** from registering the quantity of water supplied by us; or
- wrongfully discharge any substance into a system owned by us.

If you do not comply with the requirements in this clause, we may charge you for the estimated amount of water used. Fines may also apply and be imposed on you by a relevant authority.

You must obtain our consent before carrying out any activity that may alter, cause destruction of, damage or interfere with our **water system, wastewater system or stormwater drainage system**.

### 8.12 Removal of trees

If a tree on your **property** is obstructing or damaging our **water system, wastewater system or stormwater drainage system**, or is reasonably likely to do so, we may require the removal of the tree at your cost.

We will give you 14 days' notice in writing requiring you to remove the tree. You may with our consent and at your cost, take steps to eliminate the cause of damage or interference to our **water system, wastewater system or stormwater drainage system**, without removing the tree.

We will reimburse you for reasonable expenses incurred in removing the tree if:

- 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; and
- an easement did not exist in favour of our system when the tree was planted on your **property**.

If you fail to comply with the notice to remove the tree, by the specified date without reasonable cause (such as a delay or failure in obtaining consent from Council or refusal from Council to allow you to remove the tree), then we may remove the tree and recover the costs of removal from you.

We cannot require a tree to be removed that is the subject of a protection or conservation order under the *Heritage Act 1977*, the *National Parks and Wildlife Act 1974* or any applicable law.



## Schedule 4 Customer Contract

### 9 Entry onto a customer's property

#### 9.1 Access to Sydney Water's systems

You must ensure that we have safe access to your **property** to:

- maintain our **water system, wastewater system** and **stormwater drainage system**;
- to ensure that this contract or the **Act** is being complied with;
- for other purposes set out in the **Act** or other applicable laws; and
- to read, fit, exchange or maintain a **meter**.

#### 9.2 Identification

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

#### 9.3 Notice of access

We will give you, or the occupier of your **property**, two days written notice of our intention to enter onto your **property** specifying the date and approximate time of our entry onto your **property**, unless you agree to a shorter notice period.

We will not give you written notice in cases where:

- entry is required urgently;
- the purpose is to read, fit, exchange or maintain a **meter**;
- giving notice would defeat the purposes of entry;
- we intend to conduct a water restriction investigation on your **property**;
- we need to investigate a health or safety issue; or
- we conduct a general **property** inspection such as verifying connection installation, **meter**, plumbing or a **backflow prevention containment device** inspection.

#### 9.4 Impact on customer's property

If we enter your **property** for the reasons outlined in clause 9.1, we will ensure that we:

- cause as little disruption or inconvenience as possible;
- remove all rubbish and equipment we have brought on to the **property**; and
- unless otherwise agreed, leave the **property**, as near as possible, in the condition, that it was found on entry.

You may be entitled to compensation from us under the **Act** for damage incurred by our entry to your **property**.

### 10 Water meter reading, installation, testing and maintenance

#### 10.1 Installing and maintaining a meter

Unless Sydney Water otherwise agrees, your **property** must have a **meter** to measure the quantity of water that we supply you. Details, including who is required to supply you with the **meter** and who is required to pay for the plumbing installation are provided in our metering requirements published in our policies and guidelines that are available on our website, as amended from time to time.

If you install a **meter** in an inaccessible location, or make a **meter** inaccessible to us, we may charge you a fee for the provision of a remote reading device.

An approved **backflow prevention containment device** appropriate to the **property's** hazard rating must be fitted. Residential **properties** with low hazards serviced by either a 20mm or 25mm **meter** are exempt from this requirement because these **meters** already contain a backflow device. **Properties** with larger **meters** must comply with our requirements published in our policies on our website, as amended from time to time.

If you have a Sydney Water **data logger** on your **property** as part of a metering system, you are responsible for maintaining and paying for the continuous electricity supply to it.

You are responsible for installing the pipework on either side of the **meter**. You are also responsible for maintaining the pipework located on either side of the **meter**, unless we maintain it under clause 8.1. For further details, refer to our requirements published in our policies on our website, as amended from time to time.

The installed **meter** remains our property and we will maintain it. In multi-level buildings the individual unit **meter** becomes our property once transferred to us, and from such time we will maintain it. We may charge you for the cost of repair or replacement of the **meter** and its assembly if it is wilfully or negligently damaged by you.

We may charge you an unmetered **service charge** if there is no **meter** measuring the supply of water to your **property**.

We may require that you fit a **meter** to your **fire service**. This requirement will be noted in your connection approval.

#### 10.2 Measuring water supplied

You will be charged for the quantity of water measured by the **meter** for your **property**, unless the **meter** is faulty and we are required to adjust what we charge you under clause 10.3.

If a **meter** is stopped, inaccessible, or damaged, an estimated usage will be calculated on a basis that is representative of your usage pattern.

Where 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.

When the price for 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.

We will endeavour to provide an actual **meter** reading once every 12 months, inclusive of meter readings taken by you on our behalf.

You must not remove a **meter** from your **property** without our consent.

Where your **meter** is part of an automated meter reading system in a multi-level building we may share your **meter** reading information with the **Owners Corporation** or building manager.

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### 10.3 **Meter testing**

If you consider that the **meter** is not accurately recording water passing through it, you may request that we test it. We will advise you of the **meter** reading results and make available a written report on your request.

If the test shows that the **meter** is over-recording, by more than three per cent of the actual quantity of water passing through it, we will:

- repair or replace the **meter**;
- refund any charge paid by you for the test; and
- adjust your bill by calculating the measurement error on a basis that is representative of your consumption pattern.

### 10.4 **Access to the water meter**

We may enter your **property** without notice for the purposes of reading, testing, inspecting, maintaining and replacing the **meter**.

You must ensure that the meter is accessible for **meter** reading and **meter maintenance** purposes. The **meter** and the visible pipe connected should be clear of concrete, plants, trees bushes and other obstructions.

If you have not provided reasonable and safe access to your **meter**, we may bill you on an estimate of your usage and may also recover from you the cost of the attempted **meter** reading.

If you have not provided reasonable and safe access to your **meter** for reading or **maintenance** on two or more occasions, we may:

- ask you to relocate the **meter** at your cost;
- ask you to read the **meter** yourself and provide us with the reading;
- seek access at a time suitable to you, which may incur an additional fee;
- ask you to install a remote reading device, which may incur an additional fee;
- take action under clause 6.4 and restrict or disconnect your supply until you replace your pipes or remove the obstruction or concrete around the **meter**, or
- make other arrangements with you.

If you intend to relocate your **meter**, you should engage a licensed plumber at your cost. Your plumber should check our requirements published in our policies on our website, as amended from time to time, before relocating the **meter**.

### 10.5 **Meter replacement**

We will replace the **meter** at no cost to you if the **meter**.

- is found to be defective;
- if it can no longer be reasonably maintained; or
- is replaced as part of a **meter** replacement program.

We will attempt to notify you at the time of replacement and advise you that a new **meter** has been installed. A mutually acceptable time will be negotiated with **non-residential customers** for the replacement of **meters**.

### 11 Who can I speak to if I have any questions or want to make enquiries?

#### 11.1 Telephone enquiries

If you have a telephone **enquiry**, relating to a bill, payment options, concession entitlements or other information about our services, you may contact us on 13 20 92 between 8.30am and 5.30pm, Monday to Friday, excluding public holidays.

Our contact phone number is provided on your bill, in the phone directory and on our website.

If your **enquiry** cannot be answered immediately, we will provide a response to your **enquiry** within five business days of receiving it.

#### 11.2 Internet enquiries

You can find information on a range of topics on our website at [sydneywater.com.au](http://sydneywater.com.au). You can also ask questions and be provided with a response.

#### 11.3 Written enquiries

You can also email or write to us.

Email **enquiries** should be sent to [CustomerService@sydneywater.com.au](mailto:CustomerService@sydneywater.com.au) and written **enquiries** sent to: Sydney Water PO Box 399 Parramatta 2124.

We will reply to your written **enquiry** within five business days of receiving it by mail, where your matter cannot be responded to sooner by phone contact.

#### 11.4 Leaks and faults assistance

In the event of a leak or break to our water main, a **wastewater overflow**, an **unplanned interruption** to supply, or a water quality or water pressure problem, you may contact our 24-hour leaks and faults phone service.

Our leaks and faults phone number is listed on your bill, in the telephone directory and on our website.

#### 11.5 Interpreter and TTY Service

We provide an interpreter service and a TTY service for the hearing impaired at our cost.

### 12 If I am unhappy with the service provided by Sydney Water what can I do?

#### 12.1 Customer complaints

If you have a **complaint** about our service or our compliance with this contract, the **Act** or **Operating Licence**, you should first contact us, either by telephone or by writing to us.

We will address your **complaint** promptly by providing:

- a telephone response within two business days where you have made contact with us and the matter cannot be dealt with immediately; or
- a written or email response within five business days where you have made a written or email **complaint** and the matter cannot be responded to sooner by phone contact.

The response will provide you with our intended course of action and/or identify when the action will be taken. We will also provide the name of a contact person for follow up enquiries.

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### 12.2 **Complaints review**

If you are not satisfied with the solution offered or action taken by us, you may have the **complaint** reviewed by a Sydney Water manager.

The manager will:

- clarify your **complaint** and the outcome sought;
- ensure that the **complaint** has been properly investigated;
- advise you of the estimated timeframe for our proposed action;
- inform you of the outcome of the manager's review;
- outline the relevant facts and regulatory requirements where appropriate;
- indicate what we will do to address the issue; and
- notify you of your rights to external review if you are still not satisfied with our decision.

### 12.3 **Resolution of complaints**

A **complaint** will be considered resolved if we provide you with a response:

- that resolves the dispute to your satisfaction or indicates how the dispute will be resolved to your satisfaction;
- that provides an explanation of the relevant policy and/or regulatory requirements and why no further action is proposed in relation to the dispute;
- that provides a date when the issue will be resolved if the **complaint** relates to future planned operational or capital work; or
- where 28 business days have passed since we provided you with a response and you have not sought a further review by us or lodged a claim in an external dispute resolution forum.

We will extend the 28 business days by a reasonable period if:

- within those 28 business days you have requested an extension; or
- after the 28 business days you demonstrate that, because of special circumstances, you were unable to seek an extension within the 28 business days.

Where a further communication from you or your representative is received, this shall be regarded as a new **enquiry** or **complaint**.

### 12.4 **External dispute resolution**

You have the right to seek external resolution of a dispute that has not been resolved by us to your satisfaction.

#### 12.4.1 The Energy and Water Ombudsman, New South Wales

You have the right to refer a **complaint** or dispute arising under this contract to **EWON**. **EWON** is an independent dispute resolution body that can investigate and resolve disputes you have with us under this contract. **EWON** will work with Sydney Water and the **customer** to find a fair and reasonable outcome.

Disputes that may be referred to **EWON** include disputes about supply of service, your bill, credit or payment services, **restriction** or **disconnection**. Full details are available from **EWON**.

You should attempt to resolve the issue with Sydney Water prior to referring the matter to **EWON**.

**EWON**'s services are available to you without cost.



### 12.4.2 NSW Civil and Administrative Tribunal (**NCAT**)

The **NCAT** may hear and determine consumer claims relating to services supplied by us under this contract.

### 12.4.3 Other legal avenues

You may also have recourse to the courts.

## 13 Consultation, information and privacy

### 13.1 Involving customers in service planning

To enable community involvement on issues relevant to our programs, services and decision-making processes, we have a **Customer Council**.

Further information on the role and functions of the **Customer Council** may be obtained on our website or by contacting us.

### 13.2 Providing information

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

### 13.3 Privacy

We will treat your **personal information** according to the applicable provisions of the *Privacy and Personal Information Protection Act 1998* (NSW) and the *Health Records & Information Privacy Act 2002* (NSW).

Details on how we handle your **personal information** is provided in our 'privacy' policy, which is available on our website, as amended from time to time.

Privacy enquiries and **complaints** may be directed to our Privacy Coordinator, or to the NSW Privacy Commissioner.

## 14 When does this contract with Sydney Water terminate?

### 14.1 Termination of this contract

This contract, or relevant clauses of this contract, will terminate between you and us if you cease to be covered by all or part of this contract as described in clause 2.2.

The termination of this contract does not affect any rights or obligations of you or us that accrue prior to termination.

If this contract, or part of the contract, terminates because you have requested that some or all of the services that we provide to your premises be transferred to a supplier licensed under the **WIC Act**, we will comply with the Transfer Code of Conduct established under that Act to affect the transfer.

## Schedule 4 Customer Contract

### 14.2 Variation of this contract

We may vary this contract with approval from the Governor and as permitted by the **Act** as follows:

- a notice identifying a variation to this contract (other than for variations of charges and fees) will be published in a daily newspaper circulating in the **area of operations** at least six months before the variation becomes effective, or a shorter period of notice approved by the **Minister**, and
- a copy of the notice will also be given to each **customer**.

This requirement to obtain approval from the Governor and to give notice of variations to the terms of the contract does not apply to variations to fees and charges made in accordance with a determination by **IPART**. Variations to charges and fees will be published in accordance with clause 4.10.

Information on all variations to this contract will be made available on our website or provided to you on request and will otherwise be made available to you in accordance with our **Operating Licence**.

## 15 Definitions and interpretation

### 15.1 Definitions

<b>Act</b>	<i>Sydney Water Act 1994</i> and any regulations in force under it.
<b>Area of operations</b>	The area of operations specified in section 10(1) of the <b>Act</b> , and described in Schedule 1 of the <b>Operating Licence</b> .
<b>Australian Consumer Law</b>	The Australian Consumer Law, as set out in Schedule 2 to the <i>Competition and Consumer Act 2010</i> (Commonwealth).
<b>Australian Drinking Water Guidelines</b>	The document entitled <i>Australian Drinking Water Guidelines 2011</i> published by the National Health and Medical Research Council and the Natural Resource Management Ministerial Council of Australia and New Zealand (as amended or updated from time to time).
<b>Australian Guidelines for Water Recycling</b>	The document entitled <i>Australian Guidelines For Water Recycling: Managing Health and Environmental Risks (Phase 1)</i> published by the Environment Protection and Heritage Council, the Natural Resource Management Ministerial Council and the Australian Health Ministers' Conference in November 2006 (as amended or updated from time to time).
<b>Backflow prevention containment device</b>	A device to prevent the reverse flow of water from a potentially polluted source, into the <b>drinking water</b> supply system.
<b>BASIX</b>	The NSW Government's Building and Sustainability Index, which applies to all new homes and some renovations.
<b>Charging period</b>	Any period for which your bill was calculated.
<b>Complaint</b>	An expression of dissatisfaction made to Sydney Water or its contractors related to its products or the <b>complaint</b> handling process itself, where a response or resolution is explicitly or implicitly expected.
<b>Customer</b>	Has the meaning given in clause 2.2.

## Schedule 4 Customer Contract

<b>Customer Contract</b>	Means this document as found in Schedule 4 of the <b>Operating Licence</b> .
<b>Customer Council</b>	A customer council established by us under section 15 of the <b>Act</b> and clause 5.5 of the <b>Operating Licence</b> .
<b>Data logger</b>	This is a device that electronically measures water use. An owner may retrofit this device to the <b>meter</b> when they want up-to-date information on their water use.
<b>Declared stormwater drainage area</b>	An area declared to be a stormwater drainage area as set out in Schedule 1 of the <i>Sydney Water (Stormwater Drainage Areas) Order 2011</i> .
<b>Disconnection</b>	The stopping (either temporarily or permanently) of our supply of services to your <b>property</b> .
<b>Drinking water</b>	Water that is intended for human use and consumption and free of harmful chemicals and disease-causing organisms.
<b>Enquiry</b>	A written or verbal approach by a <b>customer</b> which can be satisfied by providing written or verbal information, advice, assistance, clarification, explanation or referral about a matter.
<b>EWON</b>	The Energy & Water Ombudsman NSW.
<b>Financial hardship</b>	A situation where a <b>customer</b> is willing but unable to pay all or some of the bill by the due date.
<b>Fire service</b>	A water service constructed to meet fire protection requirements under the building or fire codes and standards.
<b>IPART</b>	The Independent Pricing and Regulatory Tribunal of New South Wales.
<b>Maintenance</b>	Includes repairs and replacement and, where relevant, testing and inspection.
<b>Meter</b>	The device used to measure water use. This includes any remote reading equipment and associated wiring, power, data logging and servicing equipment.
<b>Minister</b>	The Minister responsible for administering those provisions of the Act relating to Sydney Water's operating licence.
<b>NCAT</b>	The NSW Civil and Administrative Tribunal.
<b>Non-residential customer</b>	A <b>customer</b> who is not a <b>residential customer</b> .
<b>NSW Health</b>	The New South Wales Ministry of Health.
<b>Operating Licence</b>	The licence granted to Sydney Water under section 12 of the <b>Act</b> .
<b>Owners Corporation</b>	The collective group of owners of a strata plan.
<b>Payment arrangement</b>	An arrangement between Sydney Water and a <b>customer</b> to pay their bill by instalments, in advance or in arrears.

## Schedule 4 Customer Contract

<b>Personal information</b>	Any information held by us that relates to the supply of services by us, where your individual identity is apparent or can be reasonably ascertained from the information.
<b>Planned interruption</b>	An interruption initiated by us to allow <b>maintenance</b> to be undertaken.
<b>Plumbing Code of Australia</b>	The National Plumbing Code of Australia as produced by the Australian Building Code Board.
<b>Point of connection</b>	Where the private service from a <b>property</b> connects to our <b>water system, wastewater system</b> or <b>stormwater drainage system</b> .
<b>Pressure wastewater system</b>	A system where individual pumps are located in collection tanks and installed on private <b>property</b> . The <b>wastewater</b> is then pumped to the main <b>wastewater</b> network.
<b>Private joint service</b>	A private joint water or <b>wastewater</b> service exists when a private pipe serves more than one property, but there is a single connection to our main.
<b>Private residential tenant</b>	A person who occupies premises under a residential tenancy agreement, excluding premises managed by a <b>social housing provider</b> .
<b>Property</b>	Any real property that is connected to, or for which a connection is available to, our <b>water supply system</b> or our <b>wastewater system</b> or is within a <b>declared stormwater drainage area</b> or within the <b>Rouse Hill stormwater catchment area</b> . This also includes strata titled properties.
<b>Recycled water</b>	Water that has been appropriately treated to be suitable for re-use, other than for use as <b>drinking water</b> .
<b>Recycled water area</b>	A community or communities supplied with <b>recycled water</b> through a pipe network separate from the <b>drinking water</b> system.
<b>Residential customer</b>	A <b>customer</b> who owns a <b>property</b> that is used as a principal place of residence.
<b>Restriction</b>	A direct intervention in the supply system by Sydney Water in order to reduce flow to a <b>customer's property</b> .
<b>Rouse Hill stormwater catchment area</b>	The area of land located in the Rouse Hill stormwater catchment as identified in any determination made by <b>IPART</b> of maximum prices that may be levied by Sydney Water for <b>stormwater services</b> , as in force from time to time.
<b>Service charge</b>	A charge that applies to <b>customers</b> for being connected to our <b>water system</b> and/or <b>wastewater system</b> and/or within a declared <b>stormwater drainage area</b> or the <b>Rouse Hill stormwater catchment area</b> .
<b>Sewer mining</b>	Sewer mining is the process of tapping into a <b>wastewater</b> pipe (either before or after the <b>wastewater</b> treatment plant) and extracting <b>wastewater</b> that is then treated and used as <b>recycled water</b> .

<b>Social housing provider</b>	<p>A <b>social housing provider</b> means any of the following:</p> <ul style="list-style-type: none"> <li>• the New South Wales Land and Housing Corporation;</li> <li>• the Aboriginal Housing Office;</li> <li>• an organisation registered under Part 5 of the <i>Aboriginal Housing Act 1998</i>; and</li> <li>• a registered community housing provider.</li> </ul>
<b>Stormwater drainage system</b>	<p>The stormwater drainage channels, land for drainage, pipes, detention structures, and stormwater quality improvement devices and other equipment that we provide, manage, operate and maintain under the <b>Act</b> to provide <b>stormwater services</b>.</p>
<b>Stormwater services</b>	<p>The services we are permitted to provide by the <b>Operating Licence</b> and any applicable law in respect to providing <b>stormwater drainage systems</b>.</p>
<b>Trade waste</b>	<p>See <b>trade wastewater</b> below.</p>
<b>Trade wastewater</b>	<p>Any liquid and any substances contained in it, which may be produced at the premises in a non-residential activity, and any vehicle transporting <b>wastewater</b>, including septic effluent and <b>wastewater</b> from ships and boats. It includes run off from contaminated open areas. <b>Trade wastewater</b> does not include domestic <b>wastewater</b> from premises connected to our <b>wastewater system</b>.</p> <p>The term <b>trade waste</b> and <b>trade wastewater</b> as used in this document are inter-changeable.</p>
<b>Unplanned interruption</b>	<p>An interruption that is caused by a fault in our <b>water system</b> or a fault that is our <b>maintenance</b> responsibility and no notice has been given to you.</p>
<b>Wastewater</b>	<p>Also known as sewage, <b>wastewater</b> includes the water you flush down your toilet, water that drains from your bathtub, sink, washing machine and many other sources.</p>
<b>Wastewater overflow</b>	<p>A discharge of untreated or partially treated <b>wastewater</b> from our <b>wastewater system</b>. These overflows may occur in wet or dry weather.</p>
<b>Wastewater service</b>	<p>The service we are permitted to provide by the <b>Operating Licence</b> and any applicable law in respect to:</p> <ul style="list-style-type: none"> <li>• providing <b>wastewater services</b>; and</li> <li>• disposing of <b>wastewater</b>.</li> </ul>
<b>Wastewater system</b>	<p>The <b>wastewater</b> pipes and treatment plants and other equipment that we provide, manage, operate and maintain under the <b>Act</b> to provide <b>wastewater services</b> and disposal of <b>wastewater</b>.</p>
<b>Wastewater usage discharge factor</b>	<p>A <b>wastewater</b> usage discharge factor is a measure of the volume of <b>wastewater</b> discharged to the <b>wastewater system</b> expressed as a percentage of water delivered to the property via all Sydney Water <b>drinking water meters</b>.</p>

## Schedule 4 Customer Contract

<b>Water supply service</b>	The services we are permitted to provide by the <b>Operating Licence</b> and any applicable law in respect to storing and supplying water.
<b>Water system</b>	The water mains, pipes, treatment plants and other equipment that we must provide, manage, operate and maintain under the <b>Act</b> to supply and store water.
<b>WIC Act</b>	<i>Water Industry Competition Act 2006</i> (NSW)
<b>Your wastewater system</b>	Has the meaning given in clause 8.2.
<b>Your water system</b>	Has the meaning given in clause 8.1.

### 15.2 Interpretations

A person includes an individual, a body corporate, an unincorporated body or other entity.

The law includes legislation, regulations, licences, orders, mandatory codes, permits and directions.

A business day is a day other than a Saturday, Sunday or public holiday in New South Wales.

The singular includes the plural and vice versa.

If there is any inconsistency between this contract and any law, the law will prevail to the extent of the inconsistency.

The reference to document, instrument or law includes any amendments, revisions, renewals or reprints from time to time.

Where a word is defined, any other grammatical form of that word has a corresponding meaning.

A reference to we, our or us means Sydney Water Corporation, established under the **Act**, including its officers, employees, agents and contractors.

A reference to you or yours means our **customers**.