



WaterFix[®] Residential

Terms and Conditions, January 2024

If you order goods and services from the WaterFix[®] Residential program (and Sydney Water agrees to supply them), the following terms and conditions apply:

1. Eligibility

To be eligible to receive Goods and Services under WaterFix[®] Residential, you must reside in or own the residential property that receives the Services and the property must have an authorised or approved connection to a water main owned by Sydney Water.

If you are a tenant, you must:

- (a) inform us that you are a tenant; and
- (b) give us a copy of the [Landlord Consent Letter](#) signed by your landlord to pay for the Goods and Services provided and installed by us in accordance with these Terms and Conditions.

2. The Services

We will audit the property to identify any repair work required and then complete any repair work that has been agreed with you. The cost associated with the water efficiency audit is contained in the [Schedule of Services and Charges](#).

3. Repair work

Where repair work is identified in our initial water efficiency audit as part of the initial WaterFix[®] Residential appointment, our plumber will provide you with a quote for the repair work. If you, or the landlord in the case of a tenant, accept our quote:

- (a) you must sign and return the consent form (provided with the quote by the plumber) to us within 28 days of the initial WaterFix[®] Residential appointment;
- (b) we will test all repair work to ensure the Goods and Services operate correctly;
- (c) we will remove all rubbish and surplus materials associated with the service from the property; and
- (d) you accept that the work may need to be done, or completed, on a return visit at a time convenient to you.

The following work is **excluded** from the Services and we will make clear to you whether such work may be required before commencing the Services:

- retiling any disturbed tiled surfaces; and
- re-waterproofing any affected areas.

Only licensed plumbers provide the Services and install the Goods. We may engage independent contractors to perform the Services and install the Goods on our behalf.

You are not obligated to accept a quote from us.

4. Ordering the Services

To request a WaterFix[®] Residential appointment, you must either complete the [online form](#), or call 1800 807 475 between 7.30 am and 5.00 pm, Monday to Friday (excluding public holidays) or email

[@sydneywater.com.au.](https://www.sydneywater.com.au/WaterFix)

Our qualified plumbers are available to attend the residential property between:

- 7 am and 6 pm on weekdays; and
- 8 am and 4 pm on Saturdays.

From when you are provided with and indicate acceptance, expressly or implicitly, of these Terms and Conditions, you are bound by these Terms and Conditions. Surcharges apply for Services provided after 6pm on weekdays. See the [Schedule of Services and Charges](#).

5. Cancelling the Services

You may cancel an appointment without incurring any costs by calling **1800 807 475** at least four hours before the scheduled appointment time for appointments on a Business Day. For appointments scheduled for a Saturday, you must give notice of cancellation on the previous Business Day.

If you do not provide the required notice to cancel and we have already commenced the Services or a charge for the Services has already been incurred by us before you cancel, you will be liable for:

- (a) the cost of the Callout Fee, as identified in the [Schedule of Services and Charges](#), in the event you are not home or unable to be contacted once our contractors arrive at the residential property;
- (b) the cost of the Services that have been provided (on a pro rata basis);
- (c) any work required to return the property to a safe condition (at Sydney Water's discretion, acting reasonably); and
- (d) any other charges incurred as identified in the [Schedule of Services and Charges](#).

6. Authority

When you order the Services, you:

- (a) are confirming that you are an owner of the residential property receiving the Services and have the capacity to accept and be bound by these Terms and Conditions; or
- (b) confirm that you have your landlord's signed authority (if you are a tenant) in the form of the [Landlord Consent Letter](#) to pay for the Goods and Services provided and installed by us in accordance with these Terms and Conditions and the [Landlord Consent Letter](#), and you have given a copy of these Terms and Conditions and the [Schedule of Services and Charges](#) to your landlord.

You consent to Sydney Water's staff and contractors entering the residential property to supply the Goods and Services.

If you own the residential property, You accept full ownership and responsibility of any Goods installed.

7. Your obligations

You must:

- (a) provide us with your current contact details. If we, or our staff or contractors attend the residential property to perform the Services and are unable to contact you, we will cancel your order for the Services and add the Callout Fee to the Sydney Water bill for the residential property.
- (b) be at the residential property at the scheduled appointment time (or an adult member of your household must be present who you have authorised to supervise the Services and to

approve any costs associated with the works) and be able to give the plumber access to all areas of the property needed to provide the Services. Different Services will require different lengths of time to complete, but as an indicator, please allow at least two hours for toilet installations and up to one hour for all other Services.

- (c) give the plumber any information you have which may assist in locating water service infrastructure at the residential property.
- (d) alert the plumber to any known risks or hazards at the property, including but not limited to animals, electrical/wiring issues, and unsafe flooring.
- (e) allow the plumber to photograph the water infrastructure and any work completed, including taps, toilet suite and surrounding areas if required.
- (f) sign the *Completion of Work Form* provided by the plumber if you agree that the Services you requested have been supplied and completed.
- (g) pay all charges for the Services supplied in accordance with these Terms and Conditions.

8. Charges

- (a) You must pay the Charges for any Services supplied (as set out in the [Schedule of Services and Charges](#)) for any quote you have accepted, and you agree that we can add all charges incurred for the provision of the Services to your Sydney Water bill for the residential property (or in the case of a tenant, to the landlord's bill for the residential property).
- (b) If you are a tenant, and do not inform us of that you are a tenant or do not have your landlord's approval to order the services as required by clause 1, you agree that you (not the landlord) will be responsible to pay all Charges for the Services supplied in accordance with these Terms and Conditions.
- (c) Subject to clause (d) below, all Charges are payable in one single payment due on the same date as the Sydney Water bill the Charges have been added to. If we don't add the Charges to the next Sydney Water bill, we may add the Charges to a later Sydney Water bill.
- (d) If a single Charge totals over \$200 (including GST), you may elect to pay under a deferred payment option with four equal instalments over four consecutive Sydney Water bills. If you choose to pay under this option, you must pay a deferred payment administration charge (as specified in the [Schedule of Services and Charges](#) and *Completion of Work Form*).
- (e) Where a residential property is owned by more than one person, it is your responsibility to confirm with any other owners of the residential property that they agree to pay the Charges for the Services that are added to your Sydney Water bill for the residential property.
- (f) If the residential property changes ownership before any part of the Charges are paid in full, you agree to pay the Charges on or before the settlement of the transfer of ownership.

9. Failure to pay charges

If you do not pay the Charges in full by the due date, we can at our option restrict or disconnect the supply of other services to you, or charge you interest or late payment fees on overdue amounts, in accordance with our [Customer Contract](#).

10. Warranty

- (a) A limited warranty period of 3 months for labour and 12 months for parts and materials applies under this Agreement (**Limited Warranty**). In relation to the Limited Warranty:
 - (i) the Limited Warranty is given by Sydney Water, 1 Smith Street, Parramatta NSW 2150, WaterFix@sydneywater.com.au, and if you have any questions about the Limited Warranty please call 1800 807 475;
 - (ii) the Limited Warranty is in addition to other rights and remedies you may be entitled to under

Australian law in relation to the Goods and Services supplied;

- (iii) a claim under the Limited Warranty may be made only in relation to a defect in the Goods or Services which appears within a reasonable period of the date of supply to You of the Goods or Services, and in any event cannot be after 3 months in respect of the supply of Services and 12 months for the supply of Goods;
 - (iv) where there is a breach of the Limited Warranty Sydney Water must replace the Goods supplied to You with Goods which do not have a defect, or supply the Services again to You, or pay for the Services to be supplied again;
 - (v) to claim under the Limited Warranty, You must either send an email to WaterFix@sydneywater.com.au, or call 1800 807 475 to provide the details of your claim, including the address of the property and copies of any relevant documentation requested; and
 - (vi) You must bear the expense of claiming under the Limited Warranty.
- (b) Any Goods and Services supplied also come with guarantees that cannot be excluded under the Australian Consumer Law (as embodied in Schedule 2 to the *Competition and Consumer Act 2010* (Cth)). In addition to the Limited Warranty above, our Goods and Services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Service, you are entitled:
- (i) to cancel your service contract with us; and
 - (ii) to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with Goods. If a failure with the Goods or a Service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done, you are entitled to a refund for the Goods and to cancel the contract for the Service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the Goods or Service.

- (c) Without limiting the Limited Warranty or any warranties implied by the Australian Consumer Law, we represent and warrant to You that:
- (i) we will provide the Goods and/or Services in compliance with the law and with applicable industry standards;
 - (ii) the Goods and/or Services will be fit for the purpose required by You;
 - (iii) we will use parts, materials and other goods which are of merchantable quality and fit for the intended purpose, and which meet or exceed current industry standards; and
 - (iv) we will perform the Services in a proper and workmanlike manner, with a reasonable standard of care.

11. Audit and compilation of statistics

- (a) You consent to us reviewing your water usage over time to determine the impact of the Services on your water use.
- (b) We may request your permission (or, if you are a tenant, the permission of the landlord) to audit and inspect the Services supplied after completion for quality assurance. You are not obliged to accept this request.
- (c) We may ask you to provide information about your electricity usage to help us determine if the WaterFix[®] Residential program is helping to save energy. You are not obliged to accept this request.
- (d) We will only use the information we obtain under this clause to gather statistics. We will de-identify any information you provide to protect your privacy.



12. Privacy notice

We will collect the Personal Information you give us to administer WaterFix® Residential® supply the Services to you in accordance with these Terms and Conditions and assess the impact of WaterFix® Residential on water and energy consumption.

We may also use your Personal Information to alert you to other service and product offerings we may have from time to time. You may opt out of receiving such alerts at any time.

You have a right to access and modify your Personal Information that we retain. This clause does not affect the limitations on use of your information.

13. Governing Law

These terms and conditions are governed by the law of New South Wales and the parties accept the non-exclusive jurisdiction of the courts of New South Wales.

14. Definition of important terms

Expression	Meaning
Business Day	means any day other than a Saturday, Sunday or public holiday in New South Wales.
Charge	The amount you need to pay Sydney Water for the Services supplied under WaterFix® Residential including no show charges, call out charges and call back charges. These charges are set out in the Schedule of Services and Charges .
Goods	Goods supplied by Sydney Water in connection with the performance of the Services.
Personal Information	Information which identifies you or from which your identity can be reasonably ascertained.
WaterFix® Residential	Our residential water efficiency program where a qualified plumber checks your home for leaks and ways to save water through repairs and water efficient fittings.
Schedule of Services and Charges	The schedule that sets out the services we offer under WaterFix® Residential and their respective charges.
Services	Services supplied by Sydney Water to you under WaterFix® Residential and specified in the Schedule of Services and Charges . A reference to 'Services' includes the supply and installation of any
Sydney Water, we, us, our	Sydney Water Corporation of 1 Smith Street Parramatta, NSW, 2124 (ABN 49 776 225 038).
Terms and Conditions	These WaterFix® Residential Terms and Conditions of supply and the Schedule of Services and Charges .
You, your	The person who orders the Services or books a WaterFix® Residential appointment.

15. More information

Visit [WaterFix Residential \(sydneywater.com.au\)](http://WaterFix Residential (sydneywater.com.au))

Call 1800 807 475 or Email WaterFix@sydneywater.com.au