


Building plan approval

Terms and conditions

1. The approval of your building plan by Sydney Water (Approval) has been generated by an automated system based on the information you have provided to Sydney Water through Sydney Water Tap in.
2. It is your responsibility to ensure that the information is correct and complete when submitting your building plan for approval through Sydney Water Tap in. If any information is incorrect, false or incomplete, this may result in the revocation of the Approval.
3. By submitting your building plan via Sydney Water Tap in, you acknowledge you agree to these terms and conditions, a copy of which is on [Sydney Water website](#). Unless you cancel this approval, then these terms and conditions will apply.
4. Guarantees that cannot be excluded under the Australian Consumer Law (as embodied in schedule 2 to the Competition and Consumer Act 2010 (Cth)). Where a condition, representation, warranty or guarantee under applicable legislation applies to the services supplied under this document, liability under which cannot be excluded (**Non-excluded provision**), then Sydney Water's liability for any non-compliance with that Non-excludable provision is limited, at Sydney Water's option, to one or more of the following (to the extent that such liability is able to be limited under applicable law) either supplying of the services again (ie the Approval) or the payment of the cost of having the services supplied again.
5. Sydney Water is not liable for:
 - (a) Losses arising out of or in connection with you providing incorrect, false or incomplete information to Sydney Water in connection with the Approval;
 - (b) Losses arising from your use of Sydney Water Tap in except to the extent that such Losses arise as a result of Sydney Water's own error, omission or negligence;
6. You indemnify Sydney Water from and against all Losses of Sydney Water in respect of, or in connection with loss or damage to any property, personal injury (including death or illness of any person), arising out of or in connection with:
 - (a) you providing incorrect, false or incomplete information to Sydney Water in connection with the Approval; or
 - (b) any third party claim against Sydney Water; and the indemnity will be reduced to the extent that the loss, liability, expense or damage is caused by Sydney Water's negligence, fraud or wilful misconduct.
7. If your building plan involves a swimming pool then Sydney Water as part of this Approval, will approve the discharge of pool backwash and overflow to its wastewater network provided:
 - (a) Discharge of the backwash or overflow must be through the pool backwash pump system;
 - (b) The flow rate of the discharge of the backwash or overflow is to be no greater than 2 litres per second;
 - (c) The discharge of the pool backwash pump must be through an overflow installed as per the requirements of AS/NZS 3500;and
 - (d) At no times is there to be any direct gravity discharge of either backwash or overflow from the swimming pool into the Sydney Water wastewater network.
8. The position of the proposed building/building works in relation to Sydney Water's pipes and structures is satisfactory. When undertaking the works for the building plan approval in addition to those conditions relating to the swimming pool (if applicable, as set out above), you are responsible for:
 - (a) protecting underground structures, including Sydney Water's pipelines, from damage and interference;
 - (b) maintain minimum clearances between Sydney Water's structures and structures belong to others;

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- (c) preventing loss or damage to any property, personal injury (including death or illness of any person) arising out of or in connection with you providing incorrect, false or incomplete information to Sydney Water in connection with the Approval;
 - (d) repairing or making good loss or damage to any property or the environment arising out of or in connection with you providing incorrect, false or incomplete information to Sydney Water in connection with the Approval;
 - (e) repairing or making good loss or damage to any property or the environment arising out of or in connection with you providing incorrect, false or incomplete information to Sydney Water in connection with the Approval;
 - (f) ensuring that all proposed fittings will drain to Sydney Water's wastewater network;
 - (g) ensuring that all plumbing and/or drainage Work is to be carried out in accordance with the NSW Code of Practice, AS 3500 and the Sydney Water Act 1994;
 - (h) ensuring that gullies, inspection shafts and boundary traps are not placed under any roof, balcony, veranda, floor or other cover unless otherwise approved by Sydney Water; and
 - (i) notifying Sydney Water immediately of any damage caused or threat of damage to Sydney Water's structures.
9. **"Sydney Water"** means Sydney Water Corporation and its employees, agents, representatives and contractors. References to "you" include references to your employees, agents, representatives, contractors, executors, administrators, successors, substitutes, assigns and anyone else under the Approval. Reference to "Losses" means all liabilities, losses, damages, expenses, compensation, fines, penalties, charges and costs (including legal costs on a full indemnity basis and whether incurred or awarded) of any kind of nature however they arise and whether they are present or future, fixed or unascertained, actual or contingent and include any loss of profits, loss of revenue or loss of opportunity. To the extent of any inconsistency, the conditions number 1 to 8 in this document will prevail under any other information provided or made available to you by Sydney Water.