



IPART Independent
Pricing and Regulatory
Tribunal | NSW

Sydney Water

Customer Contract

2024-2028

Water >>

Tribunal Members

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

Acknowledgment of Country

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

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

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Foreword

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

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

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

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

1 Introduction

1.1 Words used in this Customer Contract

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

1.2 Understanding the Customer Contract

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

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

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

2.1 What is this contract?

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

2.2 Who is covered by this contract?

- (1) You are our **customer** and you are covered by this **Customer Contract** if you own a **property** that is:
 - (a) connected to our **drinking water system, recycled water system** or **wastewater system** and is within our **area of operations**,
 - (b) within a **declared stormwater drainage area** or the **Rouse Hill stormwater catchment area** and you are required to pay the **charges** for the **stormwater services** we provide, or
 - (c) not connected to our **drinking water system, recycled water system** or **wastewater system**, but is available for connection and we require you to pay an **availability charge**.



Note for residential tenants and occupiers: This Customer Contract only applies directly to customers who are property owners and who are described in clause 2.2(1). If you receive services from us as a tenant or occupier, please refer to information on our website about the protections available to you.

- (2) If you have a drinking water service, recycled water service or a wastewater service from a licensee under the *Water Industry Competition Act 2006* (NSW) (**WIC Act**), then this contract does not apply to you for those services. This **Customer Contract** only applies to you for **our services**, being those that you receive directly from us.

2.3 Other agreements with us

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

2.4 When does this Customer Contract commence?

- (1) This **Customer Contract** comes into effect on 1 July 2024 and will apply to you:
 - (a) from that date if you are already a **customer**, or
 - (b) from the date that you become a **customer**.
- (2) On its commencement, this **Customer Contract** replaces any previous **Customer Contract** between you and us. If you have a separate agreement with us, that separate agreement will continue. Any rights and liabilities that have accrued under any previous **Customer Contract** with us are not affected by the commencement of this **Customer Contract**.

2.5 When does this Customer Contract end?

- (1) This **Customer Contract** ceases to apply to you if you are no longer covered by this **Customer Contract** under clause 2.2. The ending of this **Customer Contract** does not affect any rights or obligations accrued by either you or us before that point in time.
- (2) If this **Customer Contract**, or part of the **Customer Contract**, ends because you have requested that some or all of **our services** provided to your **property** be transferred to a licensee under the **WIC Act**, we will action the transfer in accordance with any code of conduct or agreement between us and the relevant licensee under the **WIC Act** or as otherwise required by **law**.

2.6 Variation of this Customer Contract

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

3 What services do we provide?

3.1 Water services

Supply of drinking water

- (1) If your **property** is connected to our **water system**, we will supply you with **drinking water** to meet your reasonable needs, except:
 - (a) in the case of **unplanned interruptions**, or **planned interruptions**, under clauses 4.1 or 4.2,
 - (b) in the case of **water restrictions**, under clauses 3.1(11) to 3.1(15) to the extent required to comply with the **water restrictions** in force at the time,
 - (c) where we are entitled to **restrict** or discontinue supply under clause 7,
 - (d) where we have issued an emergency notice to you under clause 3.1(16) in response to a **disaster event**, or
 - (e) in the case of events beyond our reasonable control in accordance with clause 4.3.
- (2) The **drinking water** we supply to you will comply with the **Australian Drinking Water Guidelines** and any health-based requirements for drinking water that **NSW Health** specifies in writing. **NSW Health's** requirements will take priority over the **Australian Drinking Water Guidelines** if there is an inconsistency.

Supply of recycled water

- (3) To receive **recycled water** from us, your **property** must be within a Sydney Water **recycled water area** or you must enter into a separate agreement with us for those services.
- (4) If you are eligible to receive **recycled water** because you are within a Sydney Water **recycled water area**, we will supply you with **recycled water** to meet your reasonable needs, except:
 - (a) in the case of **unplanned interruptions**, or **planned interruptions**, under clauses 4.1 or 4.2,
 - (b) where we are entitled to **restrict** or discontinue supply under clause 7,
 - (c) where we have issued an emergency notice to you under clause 3.1(16) in response to a **disaster event**, or
 - (d) in the case of events beyond our reasonable control in accordance with clause 4.3.
- (5) If we supply you with **recycled water**, we will give you information on the standard requirements for its safe use. We are not responsible for your use of **recycled water** contrary to the information we provide.
- (6) The **recycled water** we supply to you will comply with the **Australian Guidelines for Water Recycling** and any health-based requirements for recycled water that **NSW Health** specifies in writing. **NSW Health's** requirements will take priority over the **Australian Guidelines for Water Recycling** if there is an inconsistency.

Health or special needs

- (7) If you require a **drinking water service** to operate a life support machine or for other special health needs, your health provider must notify us that you are dependent on **drinking water** supply to the extent that an interruption to **drinking water** supply poses an immediate and major health or safety risk. We will make every reasonable effort to provide a continuous **drinking water service** to meet your reasonable health needs. However, disruptions to your **drinking water service** are not always preventable, so you should be ready to make alternative arrangements for the supply of **drinking water** to operate a life support machine or for other special health needs.
- (8) You may also be eligible for an allowance of water supply that is not subject to **charges**. Information about the free water supply allowance can be found on our website.
- (9) All **customers** will receive notification of any **planned interruption** to the **drinking water service**. It is not always possible to advise you of **unplanned interruptions** so it is important you have other contingencies in place should you experience disruption to your water supply.

Drinking water pressure

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

Water restrictions

- (11) The **Minister** may place **water restrictions** on the use of water, if the **Minister** considers it is necessary to do so:
- (a) in the case of drought or emergency, or
 - (b) in the public interest for the purpose of maintaining water supply.
- (12) You must comply with the conditions of the **water restrictions**. If you do not comply with the **water restrictions**:
- (a) you may be issued a penalty notice requiring you to pay a fine, and/or
 - (b) we may **restrict** or **disconnect** the **water service** to your **property**.
- (13) We will make every reasonable effort to notify you of any current **water restrictions**. We will publish notice of any **water restrictions** on our website and in a manner that is likely to bring the **water restrictions** to the attention of the public in the relevant area.
- Note: Notice of the **water restrictions** will also be published in accordance with regulation 24 of the **Sydney Water Regulation**.
- (14) The **water restrictions** may apply to the whole of our **area of operations** or part of that area and may limit:
- (a) the purpose for which water may be used,
 - (b) the times when water may be used,
 - (c) the quantities of water that may be used, or
 - (d) the means or methods of using water.
- (15) The **water restrictions** will override any inconsistent provisions in this **Customer Contract**.

Emergency notices limiting drinking water use

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

3.2 Wastewater services

Supply of wastewater services

- (1) If your **property** is connected to our **wastewater system**, we will provide you with **wastewater services** to meet your reasonable needs for the discharge of domestic **wastewater** except:

- (a) in the case of **unplanned interruptions** or **planned interruptions** under clauses 4.1 and 4.2,
- (b) where we are entitled to **disconnect** supply under clause 7, or
- (c) in the case of events beyond our reasonable control, in accordance with clause 4.3.

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

Wastewater overflow

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

Sewer mining

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

Trade waste services

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

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

3.3 Stormwater services

Stormwater services

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

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

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

Stormwater harvesting

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

4 Factors affecting service

Our obligations to you under clause 3 (except clause 3.1(2)) are suspended for the duration of an events described in clauses 4.1 to 4.3 if the event prevents us from complying with the relevant obligation.

4.1 Unplanned interruptions

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

4.2 Planned interruptions

- (1) We may need to arrange **planned interruptions** to **our services** to your **property** to allow for modification or planned **maintenance** of **our system**.

- (2) We will notify you in writing of the expected time and duration of any **planned interruption**. We will provide you with at least 2 days' notice if you are a **residential customer** and 7 days' notice if you are a **non-residential customer** (or such other times as agreed with you) of a **planned interruption**.
- (3) From 1 February 2025, our website will also provide information about **planned interruptions**. Through the website, you can subscribe to alerts about water outages impacting your **property**.
- (4) We will make every reasonable effort to reinstate **our services** to your **property** within 5 hours from when the supply of water is turned off.

4.3 Force majeure

Our ability to provide **our services** to you may be affected by events beyond our reasonable control, such as:

- (a) severe weather or conditions resulting from severe weather (or a like event as classified by the Bureau of Meteorology), or
- (b) a physical natural disaster including fire, flood, lightning or earthquake.

5 What you pay

5.1 How charges are set

- (1) We will set and vary **charges** from time to time as allowed by the **Act**, our **Operating Licence** and the maximum prices or methodologies for fixing maximum prices determined by **IPART**.
- (2) A variation to those **charges** will commence on:
 - (a) the first business day of the next **billing cycle**,
 - (b) a date we nominate after we have published the change, or
 - (c) a date determined by **IPART**.
- (3) If the date for commencement of a variation of **charges** occurs part way through your **billing cycle**, we will apply the variation of **charges** on a 'pro-rata' basis.
- (4) You may be entitled to an exemption from **service charges** based on the use of your land.

5.2 Publication of charges

- (1) We will publish up-to-date information on our charging policies, current **charges** and concessions on our website. We can also provide you with this information if you contact us. We will also make this information available in Mandarin, Cantonese, Arabic, Vietnamese and Hindi.
- (2) We will also publish any variations to our **charges** on our website and provide details with your next **bill**.

5.3 Responsibility to pay the bill

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

5.4 Concessions

- (1) If you hold one of the recognised pensioner concession cards you may be eligible for a government funded pension concession.
- (2) You must apply to us for this concession. Information about your eligibility for a concession is available on our website. We can also provide you this information if you contact us. We will also make this information available in Mandarin, Cantonese, Arabic, Vietnamese and Hindi.
- (3) By applying for a concession, you authorise us to engage with relevant authorities to confirm your eligibility.

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

- (4) If we determine you are eligible for a concession, we will ensure that it is applied from the commencement of the next **billing cycle** after you have requested the concession. You must advise us if your eligibility for a concession changes.

Note: You may be entitled to other allowances or rebates under clause 11.6(4).

5.5 Your bill

When will your bill be sent?

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

What information is on your bill?

- (4) We will ensure that your **bill** contains details of:
 - (a) the address of the **property** where the **charges** have been incurred,
 - (b) the dates to which the **charges** apply,
 - (c) any credit or overdue amounts from previous **bills**,
 - (d) the usage and **service charges** separately itemised,
 - (e) other **charges** payable,
 - (f) the total amount due,
 - (g) the date payment is due,
 - (h) your postal address and account number,

- (i) options for the method of payment,
- (j) the most recent **meter** reading, if your **property** has an individual **meter**,
- (k) a comparison of your water usage with your past usage, where available,
- (l) contact telephone numbers for account **enquiries** and emergency services,
- (m) how to get information on payment assistance options,
- (n) your rights to rebates, and
- (o) information in community languages about the availability of interpreter services and the phone number for these services.

How are bills issued?

- (5) We will send your **bill** to your nominated postal address. If you do not nominate a postal address, the **bill** will be sent to:
 - (a) the **property** to which **our services** are available or provided, or
 - (b) your last known postal address.
- (6) At your request we may send your **bill** (and other communications regarding payment) electronically instead of by post. If we become aware that your **bill** is unable to be delivered electronically, we will post the **bill** as outlined in clause 5.5(5).
- (7) We will consider your **bill** as delivered to you once we have sent it to you electronically or via post.
- (8) You must let us know if you move or if your electronic or postal address changes.

5.6 How can payment be made?

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

5.7 Dishonoured or declined payments

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

5.8 Overdue account balances

- (1) If you do not pay your **bill** by the due date, you will have an overdue account balance and, in accordance with our *Overdue Payments Policy*, we may charge you:

- (a) interest on your overdue account balance, which will accrue daily, commencing on the first day after the **bill** due date until you have paid the amount that is overdue, or
 - (b) a late payment fee as permitted by an **IPART** determination.
- (2) We will not charge interest on your overdue account balance or a late payment fee if you have entered a **payment arrangement** with us due to **payment difficulty** and are honouring that arrangement.
- (3) If you do not pay your **bill** by the due date, or as required by a **payment arrangement** you have with us, we will send you a reminder notice. The reminder notice will advise you:
- (a) of the amount payable,
 - (b) that payment is due immediately,
 - (c) to contact us if you are having difficulty making payment so we can provide you with payment assistance options, in accordance with clause 6.1, and
 - (d) of your right to raise your concerns with the Energy and Water Ombudsman NSW (**EWON**), if you have attempted to resolve those concerns with us and are not satisfied with a decision made by us.
- (4) If you fail to comply with the reminder notice, we may take legal action to recover the debt and/or **restrict** or **disconnect** our **drinking water service** to your **property** as described in clause 7. We may also charge you the costs and fees that we incur in taking such action.



Note for people experiencing family violence: If you are experiencing family violence, please contact us for information about our procedures for supporting you during this time, including with payment arrangements.

A copy of our family violence policy is available on our website.

5.9 Undercharging

- (1) If, due to our error, your **bill** states that you are required to pay us an amount that is less than what you are required to pay us (that is, we have undercharged you) we may adjust your next **bill** to include, as a separate item, the amount (or amounts) by which you were previously undercharged.
- (2) However, you must pay the correct amount immediately upon request if the undercharging is due to:
- (a) you providing false information,
 - (b) you not providing up to date information about a change of use of the **property**,
 - (c) you not providing up-to-date information about the number of dwellings on the **property**,
 - (d) an **unauthorised connection**,
 - (e) a breach of this **Customer Contract** or the **Act**, or

- (f) building works which were not approved in accordance with clause 8.14
- (3) If the undercharging is due to an **unauthorised connection**, we may charge you from the date we determine an **unauthorised connection** to have occurred (for example, you have not obtained our written consent in accordance with clause 9.1 or you have not obtained the required approvals for the connection).

5.10 Overcharging

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

5.11 Account queries and billing disputes

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

Note: See clause 13.3 for when a **dispute** is considered resolved.

- (3) You are obliged to pay any undisputed amount by the due date shown on your **bill**.

5.12 Wastewater usage charge

- (1) We will charge **non-residential customers** a **wastewater usage charge** as determined by IPART. We may also charge **residential customers** a **wastewater usage charge** if determined by IPART.
- (2) We will determine a **wastewater usage discharge factor** that is used to calculate **wastewater service** and usage **charges** for **non-residential customers**. Unless you have a **wastewater meter**, our **wastewater usage discharge factor** will be based on your **property** type. We may review the determined **wastewater usage discharge factor** for your **property** if you can provide measured data to validate the change. Information about reviewing your **wastewater usage discharge factor** is available on our website and on request.
- (3) Where significant **wastewater** discharge volumes from your **property** originate from sources other than a metered **drinking water service** or metered **recycled water service** (for example, from rainwater or other on-site sources, tankered water or

effluent), we may apply an additional **wastewater usage discharge factor** or require the **wastewater** discharge to be metered by a **meter** approved by us. The supply and installation of the approved **wastewater meter** will be at your cost (see clause 11.1).

- (4) Where a **wastewater usage discharge factor** is varied, the revised **charge** will apply from the beginning of the next **billing cycle**. We will notify you of any change to your **wastewater usage discharge factor** in accordance with clause 5.2.

5.13 Costs for installing and connecting to our systems

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

5.14 Charges for other matters

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

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

6.1 Payment difficulties and assistance options

- (1) If you are experiencing **payment difficulty** you can contact us for information about payment assistance options that are available under our *Payment Assistance Policy*. We will make every reasonable attempt to identify **customers** experiencing **payment difficulties** with the assistance of welfare organisations. We will make every reasonable effort to provide you with payment assistance.
- (2) If you are experiencing **payment difficulty**, you have a right to:
 - (a) be treated sensitively,

- (b) have your **payment difficulty** dealt with in a fair and reasonable manner,
 - (c) seek a deferral of payment for a short period of time,
 - (d) access a language interpreter (if required) at no cost to you,
 - (e) tailored advice on other broader assistance options (including any appropriate government concession programs),
 - (f) referral to financial counselling services (for **residential customers** only),
 - (g) information from us about accredited community agencies offering payment assistance, such as payment assistance scheme credit (for **residential customers** only), or
 - (h) negotiate a **payment arrangement** with us (**residential customers** only). If you are a **non-residential customer**, the availability of these arrangements will be based on commercial considerations and market conditions.
- (3) If you enter a **payment arrangement** with us, we will:
- (a) allow you to make payments by instalments, in advance or arrears,
 - (b) inform you of:
 - (i) the period, or periods, of the payment plan,
 - (ii) the amount and frequency of each instalment,
 - (iii) if you are in arrears, the completion date of the payment plan required to pay the arrears, and
 - (iv) if you choose to pay in advance, the basis on which the instalments are calculated.
 - (c) provide for instalments to be calculated having regard to your consumption needs, your capacity to pay and the amount of any arrears you are required to pay, and
 - (d) allow you to pay your arrears over a period of time and in a way that avoids your debt growing over an extended period of time.
- (4) If you have entered a **payment arrangement** with us and are honouring that arrangement, we will:
- (a) waive interest and late payment fees on your overdue account balance for the period of arrangement, and
 - (b) not take any legal action to enforce the debt or **restrict** or **disconnect** the supply of water to your **property**.
- (5) If you are unable to meet your scheduled payment under a **payment arrangement** you must contact us immediately to renegotiate your **payment arrangement** and prevent recovery action.



Note for people experiencing family violence: If you are experiencing family violence, please contact us for information about our procedures for supporting you during this time, including with payment arrangements.

A copy of our family violence policy is available on our website.

7 Restriction or disconnection of services

7.1 Restriction or disconnection of water services for non-payment

- (1) If you fail to comply with the reminder notice issued under clause 5.8(3), including a reminder notice in respect of a **payment arrangement**, we may issue a restriction or disconnection notice.
- (2) The restriction or disconnection notice will advise you:
 - (a) of the amount payable,
 - (b) that payment is due immediately to avoid the **restriction** or **disconnection** of our **water services** to your **property**, debt recovery action, and/or incurring additional costs relating to us taking such action,
 - (c) to contact us if you are experiencing **payment difficulty**, or family violence so we can provide you with payment assistance options in accordance with clause 6.1, and
 - (d) of your right to raise your concerns with **EWON** if you have attempted to resolve those concerns with us and are not satisfied with a decision made by us.
- (3) If we intend to **restrict** or **disconnect** a **property** that we know is tenanted, we will send a notice to both your nominated address and the serviced **property** before we **restrict** or **disconnect** the **services**.
- (4) Subject to clause 7.5, we may **restrict** or **disconnect** the **water services** to your **property** if:
 - (a) at least 10 business days have passed since we issued the restriction or disconnection notice to you under clause 7.1(1) and to the serviced **property** under clause 7.1(3) (if applicable), and
 - (b) you, or your tenant, have still not paid the relevant **charges**.
- (5) Information on our practices and procedures relating to **payment difficulty**, debt recovery, **restriction** and **disconnection** are outlined in our *Payment Assistance Policy*, and *Overdue Payments Policy* which are available on our website and on request

7.2 Restriction or disconnection of our services for other reasons

- (1) We may issue you with a restriction or disconnection notice if:
 - (a) you have an **unauthorised connection** to **our systems**,
 - (b) you connect your stormwater pipes to our **wastewater system**,

-
- (c) **your system** is **defective**,
 - (d) you fail to rectify or remove a **defect** in **your system** as set out in clause 8.13,
 - (e) you fail to remove an **unauthorised work** as set out in clause 8.14,
 - (f) you breach this **Customer Contract**, the **Act**, a separate agreement or any other agreement with us,
 - (g) you fail to ensure access to our **meter** on your **property** in accordance with clause 10.1, after we have made every reasonable effort to contact you to arrange access (such as leaving a notice requesting access and providing you with a **disconnection** warning),
 - (h) the poor quality of your water pipes prevents us from exchanging the water **meter** and you have failed to address this within a reasonable timeframe of our notifying you of this,
 - (i) you fail to meet our metering requirements (published in our policies and guidelines)
 - (j) a serious health or environmental risk is posed by backflow of any substance from **your water system** into our **water system**,
 - (k) you fail to comply with a written notice we issue you requiring the installation of the appropriate **backflow prevention device** in accordance with the **Plumbing Code of Australia**, and any other regulations or standards that may apply, or your **backflow prevention device** is **defective**,
 - (l) you use **sewer mining** or stormwater harvesting facilities that are not authorised by us or do not comply with applicable **laws**,
 - (m) you discharge **trade waste** in our **wastewater system** without a separate agreement with us (if one is required), or you fail to comply with the conditions of the separate agreement,
 - (n) a serious health, environmental or operational risk is posed by the discharge of chemicals or other substances into our **wastewater system**,
 - (o) you are connected to our **wastewater system** using **pressure sewerage equipment**, and you do not comply with your operation and **maintenance** requirements set out in Appendix A,
 - (p) you use **your recycled water** in a manner inconsistent with its intended purpose or in a manner contrary to the information we provide about the safe use of **recycled water**,
 - (q) we are entitled or required to **restrict** or **disconnect**, by direction of the **Minister** or under any applicable **law** or this **Customer Contract**, or
 - (r) the **customer** is a corporation and a **non-residential customer**, and an **insolvency event** occurs.
- (2) The restriction or disconnection notice will advise you:
- (a) that we intend to **restrict** or **disconnect our services** to your property,
 - (b) the reason for the proposed **restriction** or **disconnection**, and

- (c) whether there is action you can take to avoid us **restricting** or **disconnecting our services** to your property and the timeframe for such action.
- (3) Subject to clause 7.5, we may **restrict** or **disconnect our services** to your property if at least 5 business days has passed since we issued the restriction or disconnection notice under clause 7.2(1) and the relevant issue has not been resolved to our satisfaction.
- (4) We may **disconnect our services** to your **property** without giving notice under clause 7.2(1) if we consider a delay would pose a serious risk to **our systems**, public health or the environment.

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

Where you are a landlord, we may accept payment of outstanding **charges** by a tenant or other occupier of the **property**. In many circumstances, the **Act** permits a tenant or occupier to then recover those charges from you or to deduct those **charges** from rents otherwise payable to you.

7.4 Minimum drinking water flow rate

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

7.5 Limitations on restriction or disconnection

We will not take action to **restrict** or **disconnect** supply of **our services** to **your property** under clause 7.1(4) or 7.2(3):

- (a) for non-payment under clause 7.1 (4) for **residential customers**, without using our best endeavours to contact you further by post, phone or in person after issuing you with a disconnection or restriction notice under clause 7.1(1),
- (b) for non-payment under clause 7.1 (4) for **residential customers**, on:
- (i) a Friday,
 - (ii) the weekend,
 - (iii) a public holiday or the day before a public holiday, or
 - (iv) after 3:00 pm on a business day,
- (c) without providing reasonable notice to the occupier of the **property** that we intend to **restrict** or **disconnect** the supply,
- (d) for non-payment under clause 7.1 (4):
- (i) without advising the tenant of the circumstances in which the **Act** permits a tenant to pay outstanding **charges** and then recover the amount paid from the **property owner** or deduct the amount paid from any rent payable to the **property owner**, and
 - (ii) without providing the tenant reasonable opportunity to pay the **bill**,

- (e) if we have received a notification that you need **drinking water** for a life support machine or other special needs (as per clause 3.1(7)), or
- (f) if a related **complaint** is being considered for resolution by us or **EWON**, or by legal proceedings.

7.6 Disconnection by a customer

- (1) You may **disconnect** your **property** from **our systems** provided:
 - (a) you have paid the relevant **charges**,
 - (b) you have complied with:
 - (i) all applicable **laws** including all applicable health, environmental and local council regulatory requirements, and
 - (ii) all requirements detailed in the policies published on our website,
 - (c) you have given us all information we may reasonably require,
 - (d) the **disconnection** is undertaken by a licensed plumber and conducted in accordance with our **connection requirements**,
 - (e) you or your licensed plumber have:
 - (i) given us 10 business days' notice of the **disconnection** from **our system**,
 - (ii) obtained our written consent, and
 - (iii) returned any of our equipment to us (e.g. our **meter**).
 - (f) the **disconnection** of your **property** from **our systems** does not prevent access to, or delivery of **our services** to other parties connected to a joint privately-owned service.
- (2) We will continue to charge you a **service charge**, even if you are not using **our service**, until the **disconnection** has been confirmed and any of our equipment is returned to us. You may apply to us to be exempted from this charge.

7.7 Restoration of water services

- (1) If we **restrict** or **disconnect** the **drinking water service** to your **property**, we will give you information to enable you to arrange for the restoration of the **drinking water service**. You will need to pay a restoration fee to restore the **drinking water service** to your **property**.
- (2) If you meet the below conditions, we will restore our **drinking water service** to your property:
 - (a) the reason for **restriction** or **disconnection** of supply no longer exists,
 - (b) we agree with you to restore supply, or
 - (c) you pay outstanding **charges**.
- (3) If you meet these conditions before 3:00pm on any business day, we will restore you **drinking water service** on the same day.

- (4) If you meet these conditions after 3:00 pm on any business day you may be asked to pay the after-hours reconnection **charge** as set by **IPART**. We will then make every reasonable effort to restore our **drinking water service** to your **property** on the same business day. If, despite making every reasonable effort, we are unable to restore our **drinking water service** to your **property** on the same business day, we will restore it on the next business day.
- (5) Arrangements for restoration of our **recycled water service** to your **property** will be agreed between us and you.

8 Responsibilities for connections, maintenance and repair

8.1 Diagrams

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

8.2 Our responsibilities regarding our systems

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

8.3 Your responsibilities regarding your water systems

- (1) As a **property owner**, you own and are responsible for **your water systems** between the **connection point** to our **drinking water system** and **recycled water system**, and the buildings and/or taps on your **property**. These are referred to as **your water systems** and may extend beyond the boundary of your **property**. Your responsibility includes installation, **maintenance** and repair, as well as any modification, upsizing or relocation.
- (2) You are also responsible for:
 - (a) installing, maintaining and annually testing your **backflow prevention devices**, except where the device is integrated into the water **meters** supplied by us. If you fail to carry out an annual test of your **backflow prevention device**, we may arrange for an annual test and **charge** you the cost incurred by us for the annual test,
 - (b) obtaining any necessary legal rights for **your water systems** that traverses any other private **property**, and
 - (c) any damage caused by a failure of **your water systems**.

- (3) You should contact us if you do not know where our **drinking water system** or **recycled water system** is located. We will provide you with information on where to obtain a diagram.

8.4 Our courtesy repair for your water systems

- (1) Subject to the exclusions below, we may investigate any failure of **your drinking water system** or **your recycled water system (your water system)** and undertake a free repair to the part of **your water system** between our **water system** and the water **meter** on your property, up to one lineal metre along the pipe within your **property boundary**.
- (2) The free repair offered under this clause 8.4 does not apply to and specifically excludes the repair of:
 - (a) **your water system**, where:
 - (i) the fault is more than one metre along the pipe inside the **property boundary**, even where that is still before the water **meter** (if your **property** is a lot in a strata scheme, this means one metre along the pipe inside the boundary of the parcel of the strata scheme of which your property is a part), or
 - (ii) it is completely within private **property** such as in some community title subdivisions,
 - (b) **fire services** (including combined services), both inside and outside the **property boundary**,
 - (c) **backflow prevention devices**,
 - (d) private water system servicing a development site where the fault is behind construction fencing,
 - (e) faults caused by you,
 - (f) private water systems greater than 40 millimetres diameter and/or that are designed and installed to meet a **customer's** supply requirements, and
 - (g) private water systems connecting to our **drinking water** or **recycled water systems** under the terms of a separate agreement.
- (3) This free repair excludes the installation of a new private water system (or part thereof) or modifying, upsizing or relocating an existing private water system.
- (4) If we undertake a free repair to **your water system**:
 - (a) you retain ownership of and, subject to clause 11.5, responsibility for the repaired pipes, as part of **your drinking water** or **recycled water system**,
 - (b) we will backfill and make safe any excavations required on your **property**. We will not restore any landscaping, structures or hard surfaces,
 - (c) you assign to us any and all of your rights to recover our costs from any person(s) responsible for the failure of **your drinking water** or **recycled water system**.
- (5) If you do not want us to perform repairs on **your water system**, you must have any failure of **your water system** between our **water system** and, the water **meter**, for your **property** repaired by a licensed plumber within a reasonable timeframe in accordance

with the **Plumbing Code of Australia** and any other applicable codes, regulations or standards.

8.5 Your responsibilities regarding your wastewater system

- (1) As the **property owner**, you own and are responsible for **your wastewater system** from your **property**, to and including the **connection point** with our **wastewater system** (which may be located beyond your **property boundary**).
- (2) Your responsibility includes:
 - (a) the installation, **maintenance**, repair, and any modification, upsizing or relocation of **your wastewater system** using a licensed plumber or drainer,
 - (b) obtaining any necessary legal rights for **your wastewater system** that traverses any other private **property**, and
 - (c) any damage caused by a failure of **your wastewater system**.
- (3) You must not allow rainwater to enter **your wastewater system**.

Note: This does not prevent you from using rainwater to reduce your usage of **drinking water**, such as for flushing toilets.
- (4) We are not responsible for damage to **your wastewater system** unless we have caused the damage.
- (5) You should contact us if you:
 - (a) have any questions about the repair and **maintenance** responsibilities for **your wastewater system**, or
 - (b) do not know where your **connection point** to our **wastewater system** is. We can provide information on where to find a diagram.

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

- (1) We may repair collapsed **wastewater** pipes that form part of **your wastewater system** for free, where:
 - (a) the collapse is located under a hard stand area (such as footpath or roadway) in public land, and
 - (b) a licensed plumber has submitted evidence to allow us to confirm that excavation is required to repair the collapsed section of **your wastewater system**.
- (2) If we undertake a free repair to **your wastewater system**:
 - (a) you retain ownership of and responsibility for the repaired pipes, as part of **your wastewater system**, subject to clause 12.5, and
 - (b) you assign to us any and all of your rights to recover our costs from the person(s) responsible for the collapse of **your wastewater system** to us.
- (3) If we assess that the fault can be repaired without excavation, we will not provide this free repair service, and you will remain responsible for the repair of **your wastewater system** and any associated costs.
- (4) We will not reimburse you for any costs you have incurred relating to the collapse of **your wastewater system**.

- (5) The free repair service referred to in this clause is only available to **residential customers** at our discretion.
- (6) You should refer to our *Collapsed Private Services in Public Land Program* guideline for further information about your eligibility for free repairs to **your wastewater system**. This guideline is available on our website or by request.

8.7 Pressure sewerage equipment

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

8.8 Private joint services

- (1) Each **property owner** is responsible for the costs of repairs and **maintenance** of the **private joint service** and any damage resulting from a defect in the **private joint service**. Your shared responsibility starts from the **connection point to our system**. The apportionment of the costs incurred in **maintenance** of the **private joint service** is a matter between you and others who share it.
- (2) If you are the **property owner** and want to **disconnect** from the **private joint service**, you must apply to us before **disconnecting**, as described in clause 7.6. However, the physical **disconnection** of your **property** from the **private joint service** is a matter between you and the other **owners** of the **private joint service**. We have no authority over the physical connection or **disconnections** from **private joint services**.

8.9 Your responsibilities regarding stormwater drainage systems

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

8.10 Water efficiency

- (1) You may install water saving devices provided the following is met:
 - (a) any water tank that collects and uses rainwater for your own use, can only be connected, directly or indirectly, to our **water system** with an appropriate **backflow prevention device**, and
 - (b) a composting toilet cannot connect to our **water system** or our **wastewater system**.

- (2) You must comply with **BASIX** requirements and all applicable **laws** when installing water efficiency devices. Approval may be required from your local council.
- (3) For **non-residential properties** connected to our **wastewater system**, that have rainwater tank(s) with a volume exceeding 20,000 litres which are installed to supply plumbing facilities (for example, where rainwater is used for toilet flushing, laundry supply, floor wash down), we may require the **wastewater** discharge to be metered or may impose an additional **wastewater usage discharge factor** as set out in clause 5.12.
- (4) Information on how to conserve water is available on our website or by contacting us.

8.11 Notify us of system failures

- (1) You should inform us if you become aware of the following faults:
 - (a) any failure of **our systems**, such as a burst pipe, overflow or leak from **our systems**, or
 - (b) any interruption or disruption of **our services**.
- (2) We will attend to the faults listed in 8.11(1) as soon as practicable after you have notified us.
- (3) If you damage our **water system, wastewater system** or **stormwater drainage system**, you must immediately notify us about the damage.

8.12 Removal of trees

- (1) If a tree on your **property** is obstructing or damaging any of **our systems**, or is reasonably likely to do so, we may require you to remove the tree at your cost except where the **Act** or another **law** provides otherwise (such as under the *Heritage Act 1977* (NSW) or the *National Parks and Wildlife Act 1974* (NSW)).
- (2) We will give you written notice requiring you to remove the tree within a reasonable period.
- (3) You may, with our consent but at your cost, take steps to eliminate the cause of damage or interference to **our systems**, without removing the tree.
- (4) We will reimburse you for the reasonable expenses incurred in removing the tree if:
 - (a) the person who planted the tree on your **property** could not have reasonably known that the planting of the tree would result in the damage or interference, or
 - (b) an easement did not exist in favour of **our system** when the tree was planted on your **property**.
- (5) If you fail to comply with a notice to remove a tree without reasonable cause (such as a delay or failure in obtaining consent from your local council or refusal by the council to allow you to remove the tree), then we may remove the tree at your cost where:
 - (a) you were the **property owner** at the time the tree was planted, and
 - (b) you should have known that the planting of the tree would result in the damage or interference, or where an easement existed in favour of **our systems**.
- (6) You may contact us for further information about removing trees.

8.13 Defects with your systems

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

8.14 Building, landscaping and other construction work

- (1) You must obtain a building plan approval from us for any works or structures, such as excavation, landscaping or construction work that are over, or next to, **our system**, or may impact our ability to access **our system**, or interfere with, damage or destroy **our systems**. We may give our approval subject to certain conditions or withhold approval at our sole discretion.
- (2) You can find further information on our website about whether you require an approval and how to obtain a plan from us identifying the location of **our systems**.
- (3) If our approval has not been obtained, or the conditions of our approval are not met, your plans will be considered to be **unauthorised work**.
- (4) You are required to remove any **unauthorised work** on your **property**, at your cost, even if the **unauthorised work** existed prior to your ownership of the **property**.
- (5) We may issue you a notice requiring you to remove **unauthorised work** within a reasonable timeframe. If you do not comply with the notice, we may remove the **unauthorised works** and charge you the reasonable costs incurred by us in undertaking this work.
- (6) We may **restrict** or **disconnect our services** to your **property** until the **unauthorised work** is removed.
- (7) Properties with an existing **water service** must be metered during the period of any excavation, building, landscaping or construction work. The water **meter** must be accessible (as described in clause 11.3) at all times.

9 Authorised and unauthorised connections

9.1 Authorised connections

- (1) You must apply, and have our written consent, to connect your **property** and **your systems** to **our systems**.
- (2) Once your application is approved, your connection must comply with the conditions we set to ensure the safe and reliable supply of **our services**. A licensed plumber, or a provider listed by us, must undertake the connection in accordance with our **connection**

requirements and plumbing, drainage or other regulations, standards or **laws** that may apply. A list of providers is available on our website or by request.

- (3) If you do not comply with these requirements, you will be considered to have an **unauthorised connection**.

9.2 Unauthorised connections

- (1) If we become aware that you have an **unauthorised connection to our systems**, we may request you to rectify the **unauthorised connection** within a reasonable time.
- (2) If you do not comply with our request, we may **restrict** or **disconnect** supply of **our services** to your **property** until you fix the issue. We may charge you the reasonable costs incurred by us in undertaking this work and, if required, in reconnecting you.
- (3) We may **restrict** or **disconnect** supply of **our services** to your **property** without notification if your **unauthorised connection** presents a health or physical hazard to **our people, our systems** or the community in general.

9.3 Altering and unauthorised connection or use

- (1) In accordance with the **Act, Sydney Water Regulation** or other applicable **law**, you must not:
 - (a) wrongfully take, use or divert any water from our **water systems**,
 - (b) use a dedicated **fire service** for any purpose other than firefighting or testing of the **fire service**,
 - (c) wrongfully discharge any substance into **our systems**, or
 - (d) make any **unauthorised connection to our systems**.
- (2) You must obtain our written consent before carrying out any activity that may alter, cause destruction of, damage or interfere with **our systems**. Such consent is to be at our reasonable discretion.
- (3) If you do not comply with the requirements in this clause 9.3, we may charge you for the estimated amount of water used, or the reasonable costs incurred by us resulting from your activity. Fines may also apply and be imposed on you by a relevant authority.

10 Entry onto your property

10.1 Access to our systems

- (1) You must ensure that there is safe access to your **property** to allow us to:
 - (a) inspect, construct, maintain or upgrade **our systems**,
 - (b) ensure compliance with this **Customer Contract**, the **Operating Licence** or the **Act**,
 - (c) fit, read, test, inspect, maintain or replace the water **meter**,
 - (d) collect and test **drinking water** and **recycled water**,
 - (e) maintain **drinking water** and **recycled water** quality sampling points, and

- (f) access your **property** for other purposes set out in the **Act** or other applicable **law**.

10.2 Our identification and authorisation

When we enter your **property**, **our people** will carry identification and a certificate of authority issued under section 39 of the **Act** authorising the person to enter the **property**. This identification and authorisation will be shown to you (or to any person present at the time of access).

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

10.3 Notice of property access

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

10.4 Impact on customer's property

- (1) If we enter your **property**, we will make every reasonable effort to:
 - (a) cause as little disruption or inconvenience as possible,
 - (b) remove all rubbish and equipment we have brought on to the **property**, and
 - (c) leave the **property**, as near as possible, in the condition that it was found on entry.
- (2) Where our activities result in inconvenience, damage or loss to you or your **property**, you may be entitled to compensation under section 41 of the **Act**, as outlined in clause 12.. Compensation may be made by reinstatement, repair, construction of works or payment.

11 Water meters and backflow prevention

11.1 Installing and maintaining the water meter

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

- (3) Details, including who is required to supply you with the water **meter** and who is required to pay for the plumbing installation are provided in our metering requirements published in our policies and guidelines on our website.
- (4) You are responsible for installing the pipework on either side of the water **meter**. You are also responsible for maintaining the pipework located on either side of the water **meter** unless we repair it under clause 8.4. For further details, refer to our requirements published in our policies on our website.
- (5) The installed water **meter** remains our **property** and we will maintain it. We may charge you for the cost of repair or replacement of the **meter** and its assembly if it is missing, removed or damaged by you (other than for normal wear and tear).
- (6) You must not remove a water **meter** from your **property** without our consent.
- (7) In multi-level buildings that need a connection to our **water system** after the commencement of this **Customer Contract**, we will maintain the individual unit **meter** once it is installed and becomes our **property**. You can find information about the cost of these **meters** in our *Water meter installation guide* document on our website.
- (8) If the set-up of the water **meter** or the area around the **meter** is changed in a way that makes it difficult to replace the **meter**, we will notify you that the water **meter** set up or area must be changed within a reasonable timeframe so we are able to change the **meter**. If you fail to comply with the notice, we may make the required changes to the set up or area around the water **meter** and charge you our reasonable costs of undertaking the work.
- (9) We may require that you fit a water **meter** to your **fire service**. This requirement may be set out in your connection approval or advised at a later time.
- (10) If you have a Sydney Water **data logger** on your **property** as part of a metering system (for example, in multi-level buildings), you are responsible for maintaining and paying for the continuous electricity supply to it.

11.2 Backflow prevention devices

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

11.3 Access to the water meter

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

- (3) If you have not provided reasonable and safe access to the water **meter**, we may:
 - (a) bill you on an estimate of your water usage,
 - (b) require you to do any of the following:
 - (i) relocate the water **meter** at your cost,
 - (ii) read the water **meter** yourself and provide us with the reading, or
 - (iii) install a remote reading device, which may attract an additional **charge**,
 - (c) seek access at a time suitable to you, which may attract an additional **charge**,
 - (d) take action under clause 2 to **restrict** or **disconnect** our **water service** to your **property** until you provide reasonable and safe access around the water **meter**,
 - (e) charge you a fee for installing a remote reading device or digital water **meter**, or
 - (f) make other arrangements with you.
- (4) If you intend to relocate your water **meter**, you need to engage a licensed plumber or drainer at your cost. Your plumber should check our published policies and guidelines before relocating the water **meter**.

11.4 Measuring water supply

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

11.5 Meter testing

- (1) If you consider that the water **meter** is not recording accurately, you may request, at your cost, that we test it. We will:
 - (a) send the water **meter** to an independent, nationally accredited laboratory to test its accuracy

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- (b) advise you of the **meter** test results, and
 - (c) make available a written report of the **meter** testing on your request.
- (2) You must pay the costs of the water **meter** test before it is done.
- (3) If the test shows that the water **meter** is over-recording by over four per cent (4%) of the actual volume passing through it, we will:
- (a) repair or replace the water **meter**,
 - (b) refund the costs paid by you for the test, and
 - (c) recalculate your most recent **bill** on the basis that is representative of your water usage pattern.

11.6 Meter replacement

- (1) We will replace the water **meter**, at no cost to you, if the **meter**:
- (a) is found to be faulty,
 - (b) can no longer be reasonably maintained, or
 - (c) is to be replaced as part of a **meter** replacement program.
- (2) Other than **meters** inside units in multi-level buildings, we will attempt to notify you at the time of replacement and advise you that a new water **meter** has been installed. A mutually acceptable time will be negotiated with **non-residential customers** for the replacement of water **meters**, where practicable.
- (3) For **meters** installed inside units in multi-level buildings, refer to our water metering requirements, published in our policies and guidelines on our website.
- (4) If you become aware that the water **meter** has been stolen from your **property**, you must:
- (a) report the theft to the police as soon as possible,
 - (b) contact us on 13 20 90 and provide us with the Event Number for your police report, and
 - (c) if the pipework on either side of the water **meter** was damaged during the theft, engage a licensed plumber, at your own cost, to repair the pipework.
- (5) Following the theft, once you have completed the above steps, we will arrange for the water **meter** to be replaced and you may be required to pay any related **charges**.

12 Redress

12.1 Notification

If you notify us that we have failed to comply with this **Customer Contract** or our activities have resulted in inconvenience, damage or loss to you or your **property**, we will investigate the matter and promptly advise you of how we may rectify the problem. This will include whether you are entitled to a rebate or other redress options under this clause 12.

12.2 Rebates

- (1) You may be entitled to a rebate on your **bill** if any of the events in this clause 12 occur if you, or a third party, have not caused or contributed to the event.
- (2) Information on rebates provided under this contract is set out in our *Allowances and Rebates on your Bill* policy.
- (3) We will pay the rebate in your next **bill** where possible.
- (4) The rebate values set out in this clause 12 are for the first year of this **Customer Contract**. The rebates will increase annually in line with CPI.

Unplanned interruptions

- (5) If you experience an **unplanned interruption** to your **drinking water service** of more than 5 hours in duration due to a failure of our **drinking water system**, an automatic rebate of \$46 will be applied. This rebate is applicable for the first and second events that you experience an **unplanned interruption** in a 12-month rolling period
- (6) If you experience 3 or more **unplanned interruptions** to your **drinking water service** of over one hour each in a rolling 12-month period, due to a failure of our **drinking water system**, you are entitled to a rebate equal to the whole annual water **service charge**, less any concessions available to you. You will receive this rebate after the third event that you experience an **unplanned interruption** in the rolling 12-month period.

Planned interruptions

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

Low water pressure

- (8) If we assess your **property** as having experienced **low drinking water pressure** you are entitled to a rebate of \$46. When the **low drinking water pressure** event is identified through our monitoring, the rebate will automatically be granted. Only one rebate of this type will be applied each quarter.
- (9) You are not entitled to a rebate for low pressure under clause 12.2(8) if the **low drinking water pressure** event is a result of:
 - (a) an **unplanned interruption**,
 - (b) an ongoing **planned interruption**,
 - (c) water usage in the case of a fire or other abnormal demand, or
 - (d) a short term or temporary operational problem (such as a main break), including where caused by a third party, that is remedied within 4 days of its commencement.
 - (e) you living in the vicinity of a **property cluster** and we inform you of the risk of recurring **low drinking water pressure** at your **property** before your **property** is connected to our **drinking water system** for the first time.

Wastewater overflows

- (10) If you experience a **wastewater overflow** on your **property** due to a failure of our **wastewater system**, you are entitled to a rebate of \$87 after the event.
- (11) If you experience 2 **wastewater overflows** on your **property** in a rolling 12-month period due to a failure of our **wastewater system**, you will be entitled to a rebate of \$174 after the second event.
- (12) If you experience 3 or more **wastewater overflows** on your **property** in a rolling 12-month period due to a failure of our **wastewater system**, you will be entitled to a rebate equal to the whole annual **wastewater service charge**, less any concessions available to you. You will receive this rebate for the third event that you experience in the rolling 12-month period.

Dirty or discoloured water

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

Boil water alerts

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

Exception for disaster events

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

12.3 Forms of redress

- (1) If a failure by us to comply with this **Customer Contract**, the **Operating Licence**, the Act or our activities result in damage or loss to you or your **property**, you may be entitled to redress which we may provide in any of the following forms:
 - (a) reinstatement,
 - (b) repair,
 - (c) rectification,
 - (d) construction of works,
 - (e) providing alternative supplies of water,
 - (f) emergency accommodation, or

- (g) monetary compensation as set out in clause 12.4.
- (2) You can initiate a request for redress by contacting us. We will treat your request in accordance with clause 13.1 as if your request were a **complaint**, and a specialist staff member will be assigned to your case.
- (3) If you are dissatisfied with the form of redress we offer you, you may request a review of the redress by a manager.

12.4 Claim for monetary compensation

- (1) If you would like to make a claim for monetary compensation as a form of redress, you must specify the nature of the problem and the monetary compensation sought. We will require you to:
 - (a) submit your claim in writing on a claim form which is available on our website or by request, and
 - (b) provide relevant documentation and evidence in support of your claim.
- (2) We will:
 - (a) acknowledge receipt of your claim within 5 business days,
 - (b) provide you with a claim reference number that will assist you with tracking your claim, and
 - (c) provide regular updates on our investigation into your claim including an initial update within 30 days of receiving your claim.
- (3) Once our investigation is complete, we will provide you with a written assessment of your claim, outlining the reasons for our decision and whether any compensation will be offered. If you are not satisfied with our decision, you have the right to:
 - (a) seek review of your claim under clause 13.2, and if you are still dissatisfied,
 - (b) seek an external review under clause 13.4

12.5 Guarantees and assurance

- (1) The only conditions and warranties included in this **Customer Contract** are:
 - (a) those set out in this **Customer Contract**, and
 - (b) those that we must provide by **law**.
- (2) Our goods and **our services** also come with certain guarantees that cannot be excluded under the **Australian Consumer Law**.
- (3) This clause does not affect rights you may have under a **law** that cannot be excluded or limited.

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

13.1 Customer complaints

- (1) If you have a **complaint** about **our services**, or our compliance with this **Customer Contract**, the **Act** or the **Operating Licence**, you should first contact us.
- (2) We will address your **complaint** in accordance with our *Complaint Policy* and will make every reasonable effort to resolve your **complaint** as soon as possible.
- (3) The *Complaint Policy* is available on our website and by request.
- (4) We will:
 - (a) acknowledge receipt of your **complaint** within:
 - (i) 2 business days (when made over the phone and the matter cannot be dealt with immediately), or
 - (ii) 5 business days (when made in writing and the matter cannot be responded to sooner by phone contact),
 - (b) indicate our intended course of action including an estimated timeframe to respond to your **complaint**, and
 - (c) provide you with the name of a contact person and a service request number that will allow you to track your **complaint**.

13.2 Complaints review

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

13.3 Resolution of complaints

- (1) A **complaint** will be considered resolved if:
 - (a) we give you a response that:
 - (i) resolves the **complaint** to your satisfaction (or indicates how the **complaint** will be resolved to your satisfaction),

- (ii) explains the basis of our decision (including an explanation of the relevant policy and/or regulatory requirements) and why no further action is proposed in relation to the **complaint**, or
 - (iii) provides a date when the issue will be resolved if the **complaint** relates to future planned work,
 - (b) the **complaint** is resolved through an external dispute resolution process in accordance with clause 13.4,
 - (c) 28 business days have passed since you have received our response referred to above and you have not:
 - (i) sought a further review under clause 13.2, or
 - (ii) escalated the **complaint** to **EWON** as provided in clause 13.4.
- (2) We will extend the 28 business days by a reasonable period if:
 - (a) within those 28 business days you have requested an extension, or
 - (b) after the 28 business days you demonstrate that, because of special circumstances, you were unable to seek an extension within the 28 business days.
- (3) We will treat any further communication received from you after the expiry of the 28 business day period, or any extension to it, as a new **enquiry** or **complaint**. We may, at our reasonable discretion, refuse to entertain, respond to or deal with the same **complaint** again.

13.4 External dispute resolution

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

Note: **IPART** can approve an alternative dispute resolution scheme under the **Operating Licence**.

14 Who you should contact

14.1 Emergency assistance (faults and leaks assistance)

- (1) You may contact our 24-hour Fault hotline on 13 20 90 in the event of:
 - (a) a suspected leak or burst water pipe,
 - (b) a **wastewater overflow**,
 - (c) an **unplanned interruption**,
 - (d) a water quality or **low drinking water pressure** problem, or
 - (e) a blocked stormwater canal.
- (2) The emergency phone number is also listed on your **bill** and on our website (sydneywater.com.au).
- (3) If your **enquiry** cannot be answered immediately, we will:
 - (a) provide a reference number for your **enquiry**, and
 - (b) make every reasonable effort to respond to your **enquiry** within 5 business days.
- (4) Emails about faults and leaks can also be directed to faults@sydneywater.com.au.

14.2 General enquiries

- (1) You can find information on a range of topics on our website at sydneywater.com.au. You can check for **water service** interruptions or subscribe for **water service** interruption alerts for events impacting your **property**.
 - (2) **Property owners** who have registered for **My Account** via our website are automatically subscribed for service interruption alerts using the contact details provided at the time of registration.
 - (3) If you have an **enquiry** relating to your account, a **bill**, payment options, concession entitlements or other information about **our services**, and you cannot find the answer on our website, you should contact us via the following methods:
 - (a) Website: sydneywater.com.au (using the online Contact us **enquiry** form),
 - (b) Email: CustomerService@sydneywater.com.au,
 - (c) Post: PO Box 399 Parramatta NSW 2124, or
 - (d) Call: 13 20 92 (between 8:00am and 5.30pm, Monday to Friday, excluding public holidays).
- Note: These details are correct as at 1 July 2024. Changes to these details will be updated on our website as soon as reasonably practicable. You should verify these details via our website. There may be other forms of online contact platforms available from time to time. Please check our website for details.
- (4) You can also contact us directly using the above methods for information that we are required to provide under this **Customer Contract**. We will provide you with the relevant information free of charge.
 - (5) Our contact phone numbers are provided on your **bill** and on our website.

- (6) **My Account** also allows you to view your billing and payment history and request payment extensions for your account.
- (7) We will reply to your written **enquiry** within 5 business days of receiving it, unless we can respond sooner by phone contact. Our written response will provide a service request number for follow up **enquiries**.
- (8) If your phone **enquiry** cannot be answered immediately, we will:
 - (a) provide a reference number for your phone **enquiry**, and
 - (b) make every reasonable effort to respond to your phone **enquiry** within 5 business days.

14.3 Free interpreter and TTY services

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

15 Consultation, information and privacy

15.1 Community involvement

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

15.2 Providing information

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

15.3 Privacy

- (1) We will comply with all relevant privacy legislation (including the *Privacy and Personal Information Protection Act 1998* (NSW) and the *Health Records and Information Privacy Act 2002* (NSW)).
- (2) Details on how we protect your privacy and handle your **personal information** and **health information** are available on our website.

- (3) Privacy **enquiries** and **complaints** may be directed to our Privacy Manager or to the NSW Privacy Commissioner.
- (4) You may receive communications from us electronically (including via SMS or email). Where you do so, we may use your contact details:
 - (a) to notify you as required under, or to communicate with you about other matters set out in, this **Customer Contract**,
 - (b) to send you our newsletter or information about other programs of community interest, or
 - (c) to survey you about any services that we provide or propose to provide.
- (5) You may opt out from receiving certain electronic communications.
- (6) To the extent permitted by **law**, we may disclose **personal information** we have either collected from you or from the NSW Land Registry Services, and information relating to your payment or credit history, your creditworthiness, credit standing, or credit capacity (including our opinions regarding these matters) to:
 - (a) credit reporting agencies, other credit providers, other suppliers, or our agents and contractors, or
 - (b) other authorities or government departments, such as the NSW Land Registry Services or Services Australia, or
 - (c) other authorities for the purpose of confirming your eligibility for concessions and exemptions (for example, to verify your pensioner concession with Services Australia).

16 Definitions, interpretation and policies

16.1 Dictionary

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

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

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

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

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

Australian Drinking Water Guidelines means the “*Australian Drinking Water Guidelines 2011*” published by the National Health and Medical Research Council and the Natural Resource Management Ministerial Council of Australia and New Zealand and updated in September 2022.

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

authorised connection means a connection to **our systems** that has been approved by us in compliance with our **connection requirements** and any conditions of approval or a connection to **our systems** that pre-dates formal written approvals.

availability charge means a charge imposed under section 64 of the **Act**.

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

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

bill means a bill we send to a **customer** for the provision of **our services**, and includes a bill related to a **payment arrangement**.

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

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

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

connection point is the joint or fitting where **your systems** connect to **our systems**. The connection point may be located on, or near, your **property**. There are separate points of connection for each connection to our **water system**, **wastewater system** or **stormwater drainage system**. Refer to the diagrams in Appendix B.

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

customer means a person described in clause 2.2(1) of this **Customer Contract**.

Customer Contract means this contract, being the contract entered under section 55 of the **Act**.

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

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

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

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

disaster event means a natural disaster event (e.g. tsunami or earthquake), a major flooding or storm event, a terror event, or any major event that is beyond our reasonable control.

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

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

drinking water means water intended primarily for human consumption and other personal, domestic or household uses such as bathing and showering, whether or not the water is used for other purposes.

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

drinking water systems means our infrastructure that is, or is intended to be, used to provide our **drinking water services**, for example our **drinking water** pipes and **meter**.

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

EWON means the Energy and Water Ombudsman NSW.

fire service means a **water service** constructed to meet fire protection requirements under the relevant **law**, including single water connections that are used to provide both firefighting and domestic water needs.

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

insolvency event means where:

- (a) you inform us in writing or creditors generally that you are insolvent or unable to meet financial commitments,
- (b) a notice is given of a meeting of creditors with a view to you entering a deed of company arrangement,
- (c) a controller, administrator, liquidator, provisional liquidator, receiver or receiver and manager is appointed,
- (d) you enter a deed of company arrangement with creditors,
- (e) an application is made to a court to wind you up and it is not stayed within a further 10 business days,
- (f) a winding up order is made against you,

- (g) you resolve by special resolution to be wound up voluntarily,
- (h) a mortgagee takes possession of the **property**, or
- (i) you take or suffer in any place, any step or action analogous to any of those mentioned in this definition.

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

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

low drinking water pressure means where your **drinking water** pressure at the **connection point** to our water main is below 15m head of pressure for a continuous period of one hour or more. It is determined either by:

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

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

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

Minister means the Minister responsible for administering those provisions of the **Act** related to our **Operating Licence**.

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

non-residential customer is a **customer** who is not a **residential customer**.

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

NSW Health means the NSW Ministry of Health.

Operating Licence means our operating licence granted under section 12 of the **Act** and includes any renewal of it.

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

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

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

our systems means our infrastructure that is, or is intended to be, used to provide **our services**, including our **drinking water systems, recycled water systems, stormwater drainage system** and **wastewater system**.

payment arrangement means an arrangement we have with a **customer** for the **customer** to pay **charges** to us in advance, in arrears or by instalments.

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

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

planned interruption means an interruption to **our service** initiated by us to allow non-emergency **maintenance** or new connections to be undertaken.

Plumbing Code of Australia is the code with which all plumbing and drainage work in Australia must comply. The PCA 2019 and PCA 2022 as well as any variations to these codes, can be viewed on the Australian Building Codes Board (ABCB) website.

pressure sewerage equipment is equipment that is designed to collect **wastewater** and pump it to our **wastewater system**, including a pressure sewerage pump, collection tank and cover, alarm control panel, electrical connections and ancillary equipment.

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

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

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

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

Note: The Operating Licence defines 'property cluster' by reference to certain identified **properties** that are affected by recurring low water pressure and are located in one of the following areas:

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

property owner means the same as 'owner' under the **Act**.

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

pump to sewer means a service we provide to **customers** that pump **wastewater** to our gravity **wastewater system** using **pressure sewerage equipment** installed on their property.

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

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

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

recycled water systems means our infrastructure that is, or is intended to be, used to provide our **recycled water services**, for example our **recycled water** pipes and **meter**.

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

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

restrict or **restriction** means a direct action taken by us to reduce flow of water to your **property**.

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

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

service charge is a **charge** for being connected to our **systems** or located within a **declared stormwater drainage area** or the **Rouse Hill stormwater catchment area**.

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

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

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

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

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

- (a) is produced on or stored at any **property** and contains pollutants at a concentration greater than the domestic equivalent determined by **IPART** in the prevailing price determination for Sydney Water referred to in clause 5.1,
- (b) is produced or stored on, or transported by, any vehicle (including, without limitation, motor vehicles, planes, boats and trains),
- (c) is comprised of waste from a portable toilet or septic tank, or
- (d) is comprised of run-off or groundwater from an area that is contaminated within the meaning of section 5 of the *Contaminated Land Management Act 1997* (NSW).

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

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

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

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

unplanned interruption means an interruption to **our services** that is not a **planned interruption** or for which the required notice for a **planned interruption** has not been given.

wastewater includes sewage and other substances you discharge into the **wastewater system** including what you flush down your toilet, water that drains from your shower, bathtub, sink, washing machine and other plumbing sources.

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

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

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

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

wastewater system means our infrastructure that is, or is intended to be, used to provide our **wastewater services**, for example our **wastewater** pipes.

water restrictions means a restriction on the use of **drinking water** or **recycled water** provided for by, or under, the **Act**, the **Sydney Water Regulation** or any other **law**.

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

water system means our **drinking water system** and our **recycled water system**.

we, our or **us** means Sydney Water Corporation, established under the Act, and includes **our people**.

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

you or **your** means our **customer** for the purposes of this **Customer Contract**.

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

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

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

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

16.2 Interpretation

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

- (a) a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity,
- (b) a party includes the party's executors, administrators, successors and permitted assigns,
- (c) a business day is a day that is not a Saturday, a Sunday or a public holiday in New South Wales or a non gazetted public holiday in our **area of operations**,
- (d) a statute, regulation or provision of a statute or regulation (statutory provision) includes:
 - (i) that statutory provision as amended or re-enacted from time to time,
 - (ii) a statute, regulation or provision enacted in replacement of that statutory provision, or
 - (iii) another regulation or other statutory instrument made or issued under that statutory provision.
- (e) a word importing the singular includes the plural (and vice versa) and a word indicating a gender includes every other gender,
- (f) including and similar expressions are not words of limitation,
- (g) a reference to a clause or appendix is a reference to a clause of or appendix to this **Customer Contract**,
- (h) a reference to a contract or document (including without limitation, a reference to this **Customer Contract**) is a reference to this **Customer Contract** or document or any document which replaces that document,
- (i) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning,

- (j) headings and any table of contents or index are for convenience only and do not form part of this **Customer Contract**,
- (k) a provision of this **Customer Contract** must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this **Customer Contract** or the inclusion of the provision in this **Customer Contract**,
- (l) if there is any inconsistency between this **Customer Contract** and any New South Wales **law**, the **law** will prevail to the extent of the inconsistency,
- (m) an agreement on the part of 2 or more persons binds them jointly and severally, and
- (n) a reference to a notice, consent, request, approval or other communication under this **Customer Contract** means a written notice, request, consent, approval or agreement.

16.3 Policies

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

Appendices



A Operation and maintenance obligations for pressure sewerage equipment

Your operation and **maintenance** obligations for **pressure sewerage equipment** will depend on whether the equipment is owned by you or us as set out in clause 8.7 of this **Customer Contract**.

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

A.1 Pressure sewerage equipment owned by you

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

- (c) there is stormwater ingress into **your wastewater system**, your **pressure sewerage equipment** or into our **wastewater system**, and you do not fix it within a reasonable period,
- (d) we identify **your wastewater system** as a source of hazardous liquids being disposed into our **wastewater system**, or
- (e) your pumped **wastewater** causes our **wastewater system** to corrode.

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

- (1) You can only connect to our **pressure sewerage equipment** with our written permission.
- (2) A Building Commission NSW plumbing inspector must inspect **your wastewater system** to ensure that it meets the **Plumbing Code of Australia** before we can provide our written permission to you to connect to our **wastewater system**.
- (3) You must only use our pressure sewerage equipment to pump **wastewater** from a dwelling on your property. Each dwelling on a **property**, including granny flats or other secondary dwellings, must have its own separate **wastewater** connection and **pressure sewerage equipment**.
- (4) You must ensure that:
 - (a) the **pressure sewerage equipment** is connected, and remains continuously connected, to the electrical circuitry on your side of the electricity meter,
 - (b) your electrical circuit is suitable for connection, at your expense, and
 - (c) to the extent reasonably possible, that electricity is continuously supplied (at no cost to us) by your electricity supplier, to enable the **pressure sewerage equipment** to function properly.
- (5) If the **pressure sewerage equipment** is damaged because of irregular or incorrect electricity supply, you:
 - (a) are liable for the costs of fixing that damage, and
 - (b) authorise us to act as your agent to recover the repair costs from your electricity supplier. Any such recovered costs will be offset against the costs you are liable for.
- (6) You will own and be responsible for maintaining any extension to your electrical circuit that is necessary to connect the **pressure sewerage equipment** (including the alarm control panel), to your electrical circuit.
- (7) You must not do anything that will interfere with the proper functioning of the **pressure sewerage equipment**, or our ability to safely access and service the **pressure sewerage equipment**. Only we may maintain and repair our **pressure sewerage equipment**.
- (8) We are responsible for the cost of maintaining the **pressure sewerage equipment** arising from normal use.

- (9) You will be responsible for costs resulting from damage caused by you or the occupiers of your **property**.
- (10) You must ensure that occupiers of your **property** are aware of the terms of this appendix and that they agree not to breach them.
- (11) If you want the **pressure sewerage equipment** to be relocated on your **property** after it has been installed, you must engage a water servicing coordinator certified by us. A list of certified water servicing coordinators is available on our website.
- (12) We may impose conditions for relocating our **pressure sewerage equipment** which you must comply with, and you will be responsible for all costs associated with any relocation.
- (13) You can apply to **disconnect** from our **wastewater system** if you obtain **approval** from your local council to install an alternative on-site sanitary treatment system to service your **property**.
- (14) If we agree to **disconnect** your service, you must cooperate to allow us to remove any of our **pressure sewerage equipment** from your **property**.
- (15) We may **disconnect your wastewater system**, or transfer the ownership of the **pressure sewerage equipment** from us to you, if:
 - (a) **your wastewater system** overflows or causes unacceptable odours or leaks in our **wastewater system**,
 - (b) you have connected your **stormwater** pipes to **your wastewater system**,
 - (c) there is a stormwater ingress into **your wastewater system**, our **pressure sewerage equipment** or our **wastewater system** and you do not fix it within a reasonable period,
 - (d) we identify **your wastewater system** as a source of hazardous liquids being disposed into our **pressure sewerage equipment**, or
 - (e) your pumped **wastewater** causes our **pressure sewerage equipment** or **wastewater system** to corrode.

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

- (1) In some areas, we have acquired an existing **wastewater system** that has one set of **pressure sewerage equipment** servicing multiple **properties**. The **pressure sewerage equipment** in these areas is owned and **maintained** by us, including the metered electricity connection. The cost of electricity is paid by us.
- (2) You must only connect to our **wastewater system** and **pressure sewerage equipment** with our written permission.
- (3) A Building Commission NSW plumbing inspector must inspect **your wastewater system** to ensure that it meets the **Plumbing Code of Australia** before we can provide our written permission to you to connect to our **wastewater system**.

- (4) You can only use our **wastewater system** and **pressure sewerage equipment** to remove **wastewater** from a dwelling on your **property**. Each secondary dwelling on a **property** must have its own **pressure sewerage equipment** that is directly connected to our **pressure sewerage system**, and is separate to the primary dwelling's connection to our **wastewater system**.
- (5) You must not do anything that will interfere with the proper functioning of our **wastewater system** or the **pressure sewerage equipment** and our ability to safely access and service these. Only we may **maintain** and repair our **wastewater system** and **pressure sewerage equipment**.
- (6) We are responsible for the cost of maintaining the **pressure sewerage equipment** arising from normal use.
- (7) You will be responsible for costs resulting from damage caused by you or the occupiers of your **property**.
- (8) You must ensure that occupiers of your **property** are aware of the terms of this appendix and that they agree not to breach them.
- (9) You can apply to **disconnect** from our **wastewater system** if you obtain **approval** from your Local Government authority to install an on-site sanitary treatment system to service your **property**.
- (10) If we agree to **disconnect** your service, you must cooperate to allow us to remove your **point of connection**. We may require the **pressure sewerage equipment** to remain on your **property**.
- (11) We may **disconnect your wastewater system** if:
 - (a) **your wastewater system** overflows or causes unacceptable odours or leaks in our **wastewater system**,
 - (b) you have connected your **stormwater** pipes to **your wastewater system**,
 - (c) there is stormwater ingress into **your wastewater system**, our **wastewater system** or **pressure sewerage equipment** and you do not fix it within a reasonable period,
 - (d) we identify **your wastewater system** as a source of hazardous liquids being disposed into our **pressure sewerage equipment** or **wastewater system**, or
 - (e) your pumped **wastewater** causes our **pressure sewerage equipment** or **wastewater system** to corrode.

B Diagrams

Figure B.1 Typical drinking water system maintenance responsibilities

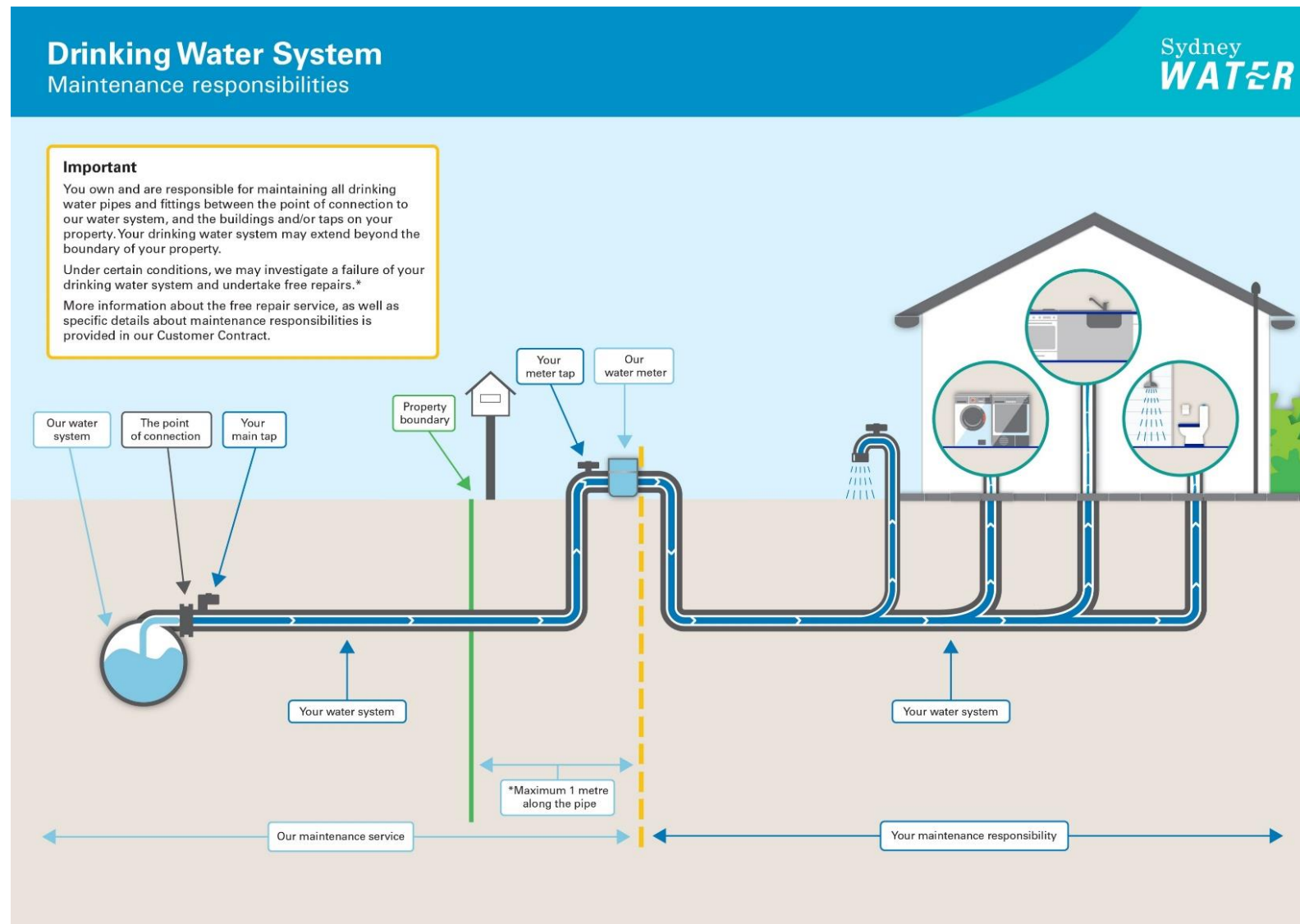


Figure B.2 Typical recycled water system maintenance responsibilities

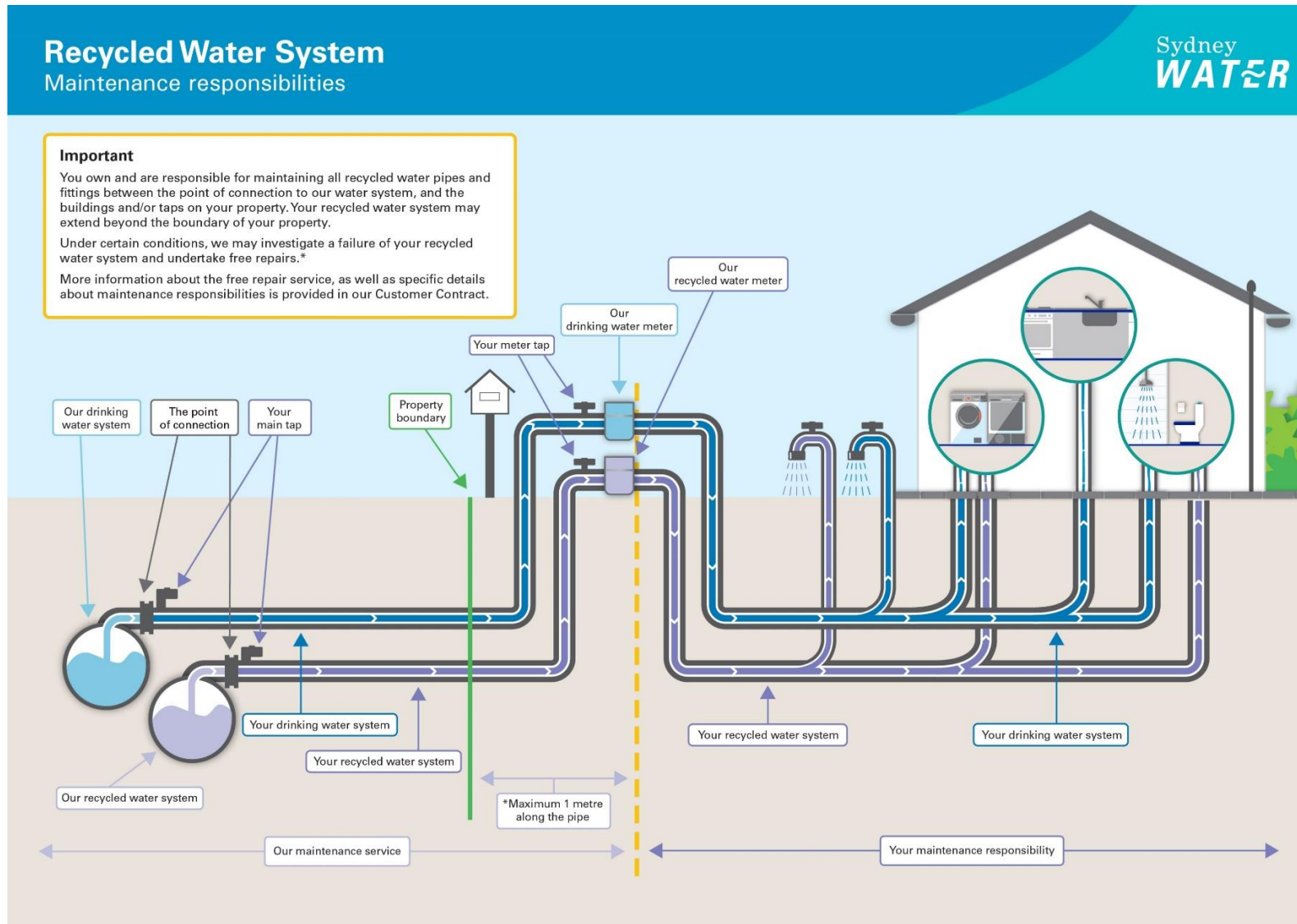


Figure B.3 Typical gravity wastewater system maintenance responsibilities

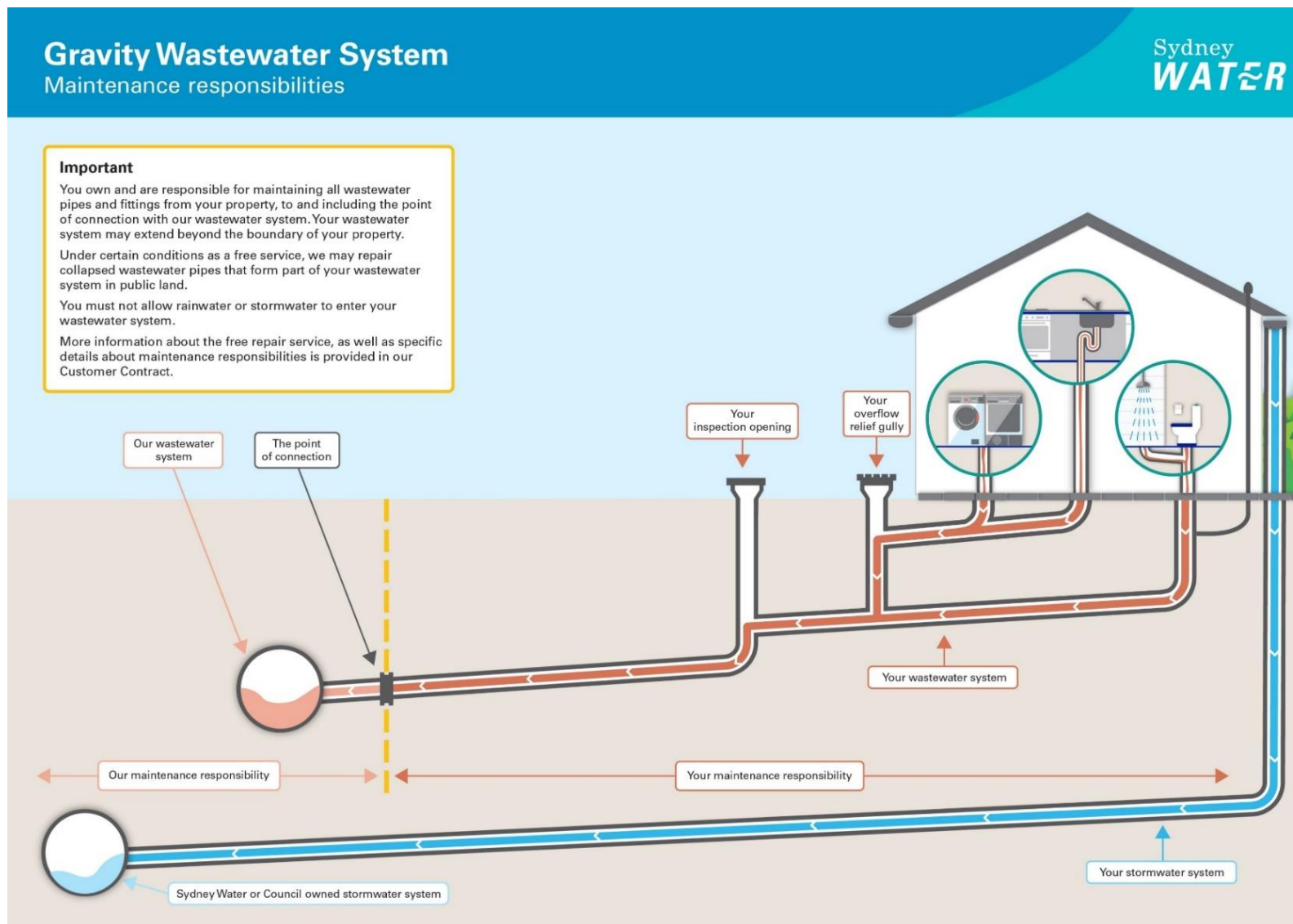


Figure B.4 Typical vacuum wastewater system maintenance responsibilities

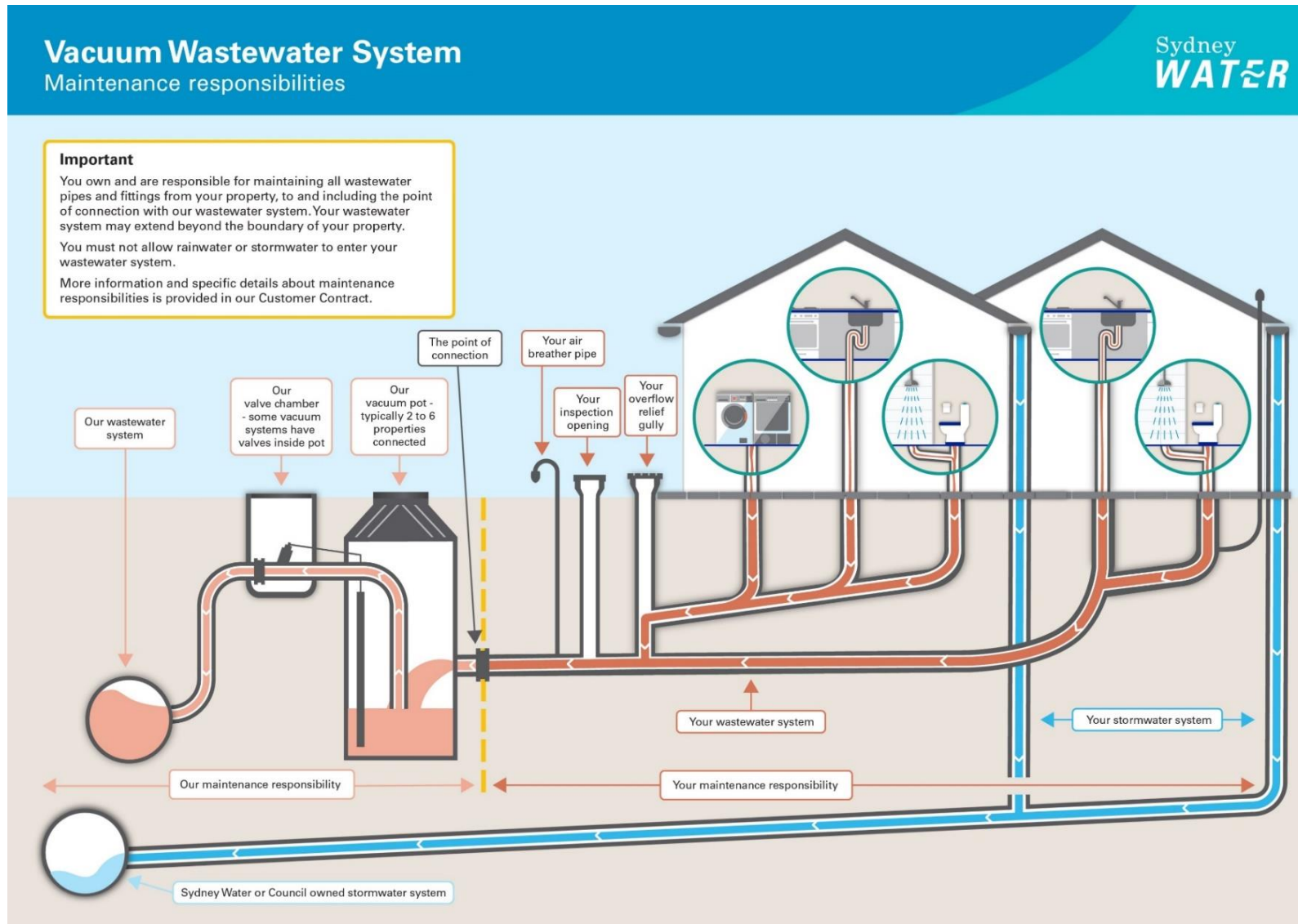


Figure B.5 Typical pressure sewerage system maintenance responsibilities – privately owned equipment

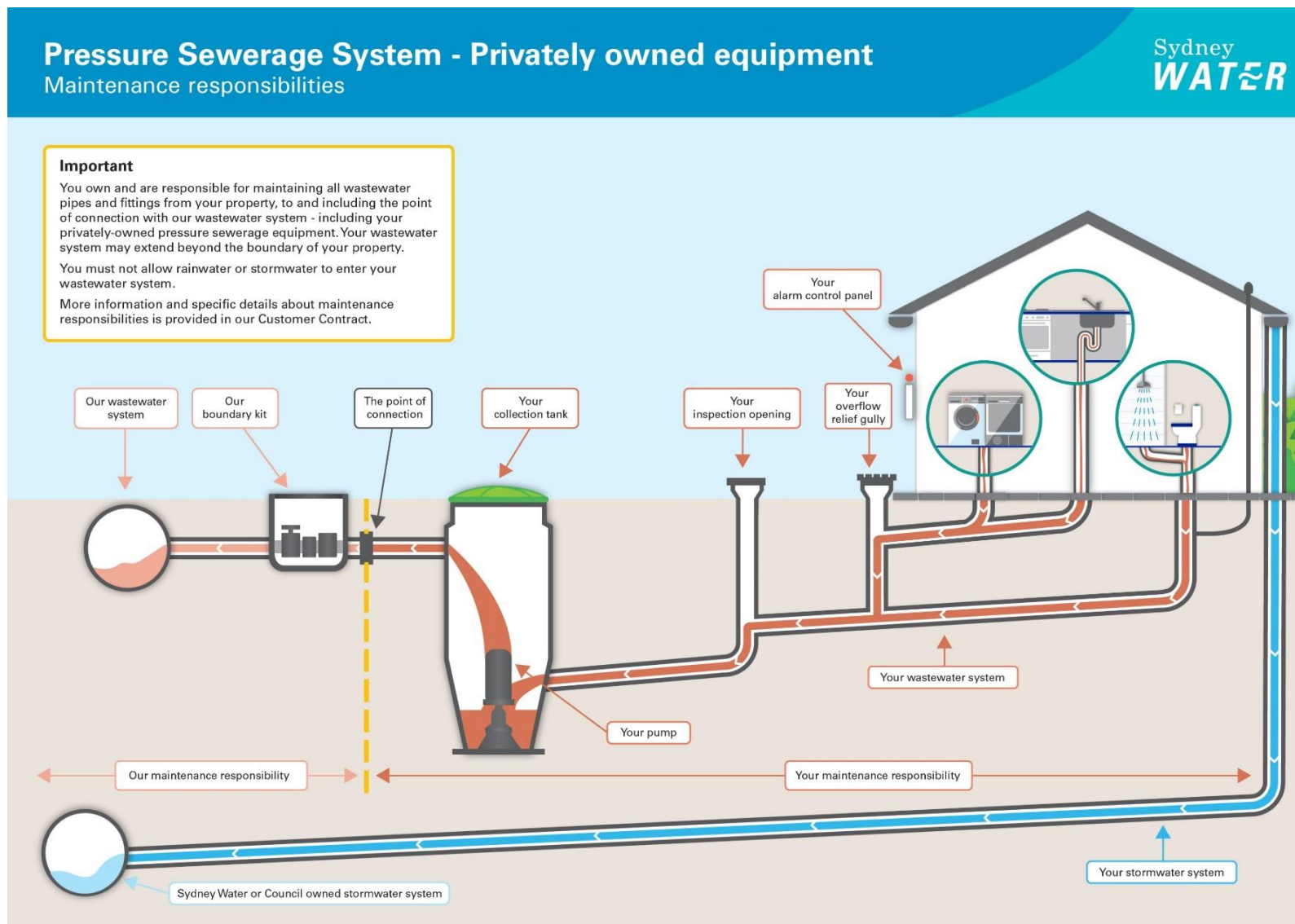


Figure B.6 Typical pressure sewerage system maintenance responsibilities – Sydney Water owned equipment – single property connections

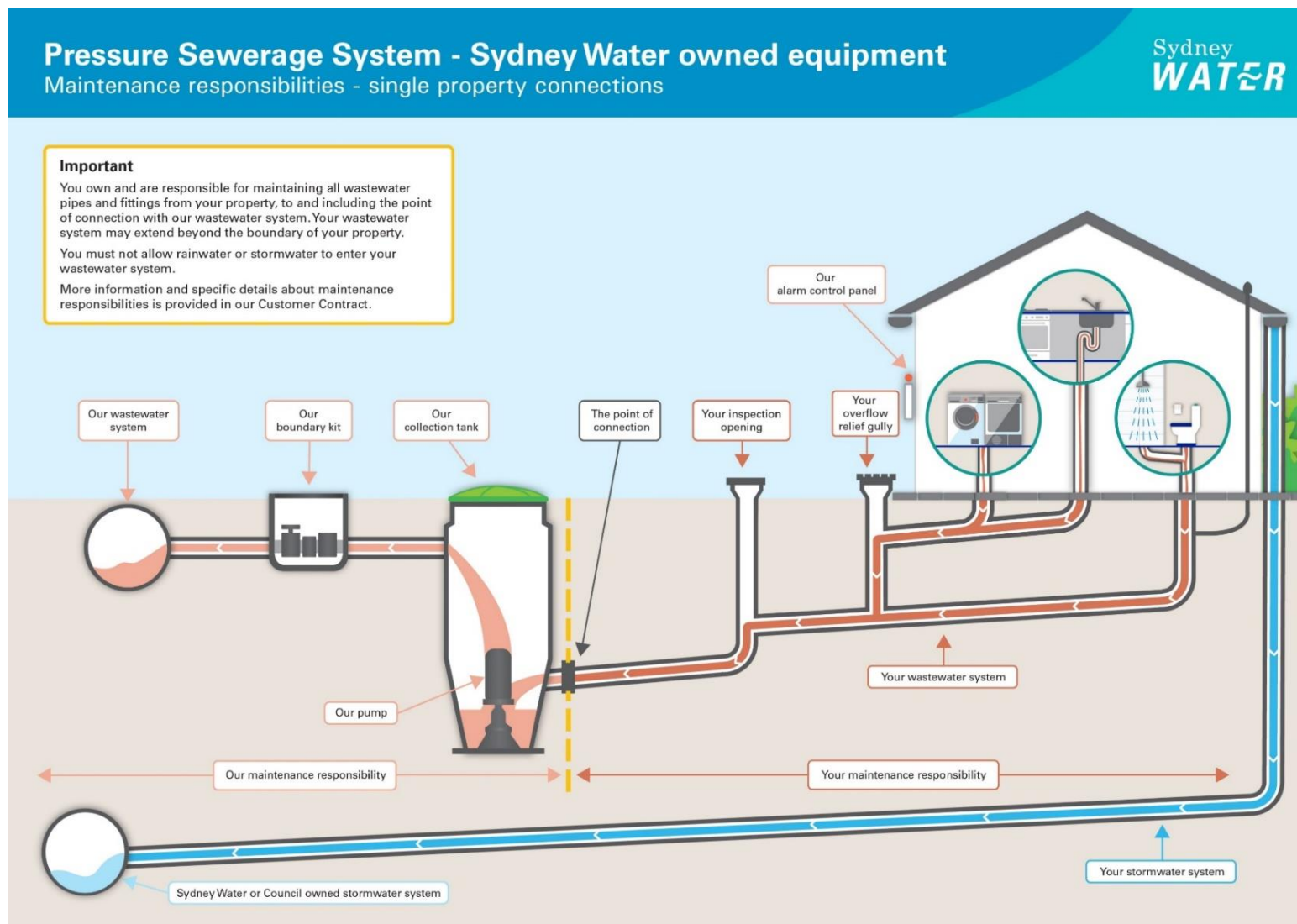


Figure B.7 Typical pressure sewerage system maintenance responsibilities – Sydney Water owned equipment – multiple property connections

