

Sydney Water Operating Licence Review - Summary of our proposed changes to the Customer Contract

14 December 2023

This information paper provides a summary of our recommended changes to the Sydney Water Customer Contract.

Our recommended changes are highlighted in yellow in the draft 2024-2028 Customer Contract. They reflect our analysis of:

- the current Customer Contract
- Sydney Water's legal obligations
- Sydney Water's proposed changes to the current Customer Contract included in its [response](#) to our Issues Paper, provided on 1 September 2023
- submissions made by stakeholders on Sydney Water's proposed Customer Contract
- submissions to the Issues Paper made by Sydney Water and other stakeholders
- information provided by Sydney Water at our request
- our recent review of the Hunter Water Customer Contract 2022-2026
- other relevant information.

In Table 1, we have itemised the clauses of the current 2019-2024 customer contract and draft 2024-2028 customer contract, noting Sydney Water and IPART's recommended changes and commentary for each. We have listed all clauses, including where we are recommending no changes. Most of our recommendations do not materially change the current customer contract.

The table does not list minor editorial changes that we have proposed to improve readability and clarity. Please review the Customer Contract carefully to identify all recommended changes.

Table 1 Summary of our recommended changes to Sydney Water's current Customer Contract

Clause in draft Customer Contract	Clause in current Customer Contract	IPART's recommended changes	Sydney Water's proposed changes	Do we consider this a material change?
Foreword	Foreword	No material changes proposed to the title.	No material changes proposed to the title.	N/A
(i)	(i)	Our recommended changes are to include all the services that Sydney Water provides (including recycled water and trade waste services). Some of these services may be provided under a separate agreement, but they are part of Sydney Water's services.	No material changes proposed.	No
1. Introduction	1. Introduction	No material changes proposed to the title.	No material changes proposed to the title.	N/A
1.1 Words used in this Customer Contract	1.1 Words used in this contract	No material changes proposed.	No material changes proposed.	No
1.2 Understanding the Customer Contract	1.2 Understanding the contract	No material changes proposed.	No material changes proposed.	No
2. What is this Customer Contract and who is covered by it?	2. What is this contract and who is covered by it?	We recommend changing the title to identify that this is a Customer Contract.	No title changes proposed.	No
2.1 What is this contract?	2.1 What is this contract?	We recommend a non-material change to clarify that the Customer Contract is legally binding and enforceable and the customer does not need to sign it.	Sydney Water proposed minor changes to clarify that when the customer contract states that the contract is <i>binding</i> , this means that it is <i>legally binding</i> . Sydney Water proposed other minor changes for improved readability.	No
2.2 Who is covered by this contract?	2.2 Who is covered by this contract?	We recommend a non-material change to clarify that the water supply services provided by licensees under the <i>Water Industry Competition Act 2006</i> include recycled water services.	No material changes proposed.	Yes

Clause in draft Customer Contract	Clause in current Customer Contract	IPART's recommended changes	Sydney Water's proposed changes	Do we consider this a material change?
		We also recommend removing references to sections of the Customer Contract that are extended to tenants. Instead, we recommend in the operating licence that Sydney Water should be required to provide a separate document on its website about the protections that it provides for tenants (and other consumers). We recommend referring to this separate document in the Customer Contract.		
2.3 Other agreements with us	2.3 Other agreements with us	No material changes proposed. We recommend non-material structural changes for clarity.	No material changes proposed.	No
2.4(1-2) When does this Customer Contract commence?	2.4 When does this contract commence?	We recommend clarifying that while new versions of the Customer Contract replace previous ones, any separate agreements will continue to remain in effect. We recommend other non-material changes to aid understanding and improve clarity.	No material changes proposed.	No
2.5 When does this Customer Contract end	14. When does this contract with Sydney Water terminate	We recommend clarifying that the Customer Contract will no longer cover customers if they cease to receive services from Sydney Water. This is a non-material addition that reflects the status quo operation.	Minor structural changes only.	No
2.6 Variation of this Customer Contract	New	We recommend clarifying the process by which Sydney Water may vary the Customer Contract and the notice that Sydney Water will provide before making changes to the Customer Contract. This is a non-material addition that reflects what Sydney Water is required to do under the <i>Sydney Water Act 1994</i> (NSW).	Sydney Water sought this addition.	No
3. What services do we provide?	3. What services does Sydney Water provide?	Minor title changes proposed only.	No title changes proposed	No
3.1 Water services	3.1 Water supply services	Minor title changes proposed only.	No title changes proposed	No
3.1(1) Supply of drinking water	3.1.1 Supply of water	We recommend separating the current clause to be clear about a customer's rights and obligations for drinking water vs for recycled water supply. We recommend other non-material changes for improved clarity.	Sydney Water seeks to be clear that this section is about drinking water only and not recycled water.	No – structural changes

Clause in draft Customer Contract	Clause in current Customer Contract	IPART's recommended changes	Sydney Water's proposed changes	Do we consider this a material change?
3.1(2-4) Supply of recycled water	3.1.1 Supply of water	We recommend separating the current clause to be clear about a customer's rights and obligations for drinking water vs for recycled water supply. We recommend explaining the circumstances when Sydney Water will not supply recycled water to customers.	Separation of recycled water from 3.1.1 into its own clause to distinguish between the rights and obligations related to drinking water versus recycled water.	No
3.1(5) Drinking water quality	3.1.2 Drinking water quality	We recommend minor changes to make the words in the Customer Contract consistent with Sydney Water's requirements under the draft operating licence. That is, Sydney Water will supply customers with water that complies with the Australian Drinking Water Guidelines and any other health-based requirements that NSW Health reasonably specifies in writing.	Minor amendment to clarify that the Australian Drinking Water Guidelines are health-based guidelines which is the terminology used in the Guidelines.	No
3.1(6) Recycled water quality	3.1.3 Recycled water quality	We recommend minor changes to make the words in the Customer Contract consistent with Sydney Water's requirements under the operating licence. That is, Sydney Water will supply customers with water that complies with the Australian Guidelines for Water Recycling and any other health-based requirements that NSW Health reasonably specifies in writing.	No changes proposed	No
3.1(7-8)	3.1.5 Health or special needs	We recommend non-material changes to clarify: <ul style="list-style-type: none"> • who 'critical' customers are and how Sydney Water will support these customers, • that these customers may be eligible for a free water allowance • that information about the free water allowance is available on Sydney Water's website • customers should have other contingencies in place in case of any supply interruptions. <p>We consider that these changes will not add burden onto Sydney Water as it has been supporting critical customers in this manner under the current Customer Contract. Our recommended changes will signal the availability of free water to critical customers to ensure that they are aware of its availability and their obligations to ensure contingency measures.</p>	No changes proposed	No

Clause in draft Customer Contract	Clause in current Customer Contract	IPART's recommended changes	Sydney Water's proposed changes	Do we consider this a material change?
3.1(9) Drinking water pressure	3.1.4 Drinking water pressure	The current Customer Contract states that Sydney Water will ensure that the drinking water supplied to customers' properties is at a minimum of 15m head of pressure. We recommend changes to acknowledge that Sydney Water will make the best efforts to ensure this, but that this may not be achievable 100% of the time. This is consistent with the water pressure standard in the operating licence that does not require Sydney Water to ensure that 15m of drinking water pressure is supplied 100% of the time.	No changes proposed	No
3.1(10-13)	New	<p>We recommend including a new clause in the customer contract to clarify customers' rights and obligations when water restrictions are imposed.</p> <p>We recommend that Sydney Water should publish notice of any proposed water restrictions in a daily newspaper in its area of operations, reflecting the requirements of clause 24(3) of the <i>Sydney Water Regulation 2017</i> (NSW), and provide this notice with customer bills.</p> <p>We do not expect this clause to add substantial extra burden on Sydney Water or its customers. It will ensure that customers are well informed of water restrictions, necessary to ensure the efficiency of water conservation measures implemented.</p>	Sydney Water sought this new requirement.	Yes
3.2 Wastewater services	3.2 Wastewater services	No material changes proposed to the title.	No material changes proposed to the title.	No
3.2(1) Supply of wastewater services	3.2.1 Supply of wastewater services	We recommend clarifying that a major operational incident is an exceptional circumstance where Sydney Water may not be able to provide wastewater services to customers.	Minor clause referencing changes only.	No
3.2(2-3) Wastewater overflow	3.2.2 Wastewater overflow	No material changes proposed.	No material changes proposed.	No
3.2(4) Sewer mining	3.2.4	<p>We recommend clarifying that in addition to getting consent to undertake wastewater mining from Sydney Water, the customer may need approval from other authorities. Customers can contact Sydney Water for further information and assistance.</p> <p>We consider that this clarification is non-material and will not substantially add burden to Sydney Water.</p>	No material changes proposed.	No

Clause in draft Customer Contract	Clause in current Customer Contract	IPART's recommended changes	Sydney Water's proposed changes	Do we consider this a material change?
3.2(5-8) Trade waste services	3.2.3 Trade waste	<p>We recommend minor changes to clarify that to discharge trade waste into Sydney Water's wastewater infrastructure, customers must have <i>prior</i> written agreement from Sydney Water and, where required, have a separate trade waste agreement. If they do, the customer must discharge in accordance with Sydney Water's trade waste acceptance standards (published on its website).</p> <p>Further, we recommend that the Customer Contract should be clear that Sydney Water will not accept trade waste if by accepting it Sydney Water will be at risk of breaching its environmental protection licences issued under the <i>Protection of the Environmental Operations Act 1997</i> (NSW) (as well as its operating licence, the <i>Sydney Water Act 1994</i> or any other relevant legislation).</p> <p>We consider that these changes are non-material and clarify Sydney Water's expectations. We do not expect them to impose additional burden on Sydney Water or customers, compared to the status quo.</p>	Sydney Water proposed minor clarifications to acknowledge Sydney Water's environmental protection licences.	No
3.3(1-3) [Stormwater services]	3.3 Stormwater services	We recommend dividing stormwater services into 2 separate clauses: Stormwater services and Stormwater harvesting. This will more clearly distinguish between the stormwater services that Sydney Water provides, versus when customers take stormwater from Sydney Water's infrastructure, and the requirements on customers associated with both.	No material changes proposed.	No
3.3(4) [Stormwater harvesting]				
4. Factors affecting service	3.4 Factors affecting service	We recommend separating Factors affecting service into its own section.	No title changes proposed	No
4.1(1-3) Unplanned interruptions	3.4.2 Unplanned interruptions	We recommend clarifying that Sydney Water provides information about unplanned service interruptions on its website and customers can subscribe for water outage alerts impacting their property. (Tenants can also subscribe for these alerts but we expect Sydney Water to explain this in the separate document explaining tenant protections, required under clause 22(2) of the draft operating licence.)	No material changes proposed	No

Clause in draft Customer Contract	Clause in current Customer Contract	IPART's recommended changes	Sydney Water's proposed changes	Do we consider this a material change?
4.2(1-4) Planned interruptions	3.4.3 Planned interruptions	<p>We recommend clarifying that Sydney Water provides information about planned service interruptions on its website and customers can subscribe for water outage alerts impacting their property. (Tenants can also subscribe for these alerts but we expect Sydney Water to explain this in the separate document explaining tenant protections, required under clause 22(2) of the draft operating licence.)</p> <p>We also recommend clarifying that when Sydney Water provides notice of planned interruptions, this is expressed in terms of business days. For example, Sydney Water will provide residential customers with at least 2 business days' notice of planned interruptions and 5 business days' notice for non-residential customers.</p>	Sydney Water has proposed clarifying that customers can subscribe for water outage alerts.	No
4.3(1-2) Major operational incident	<i>New</i>	<p>We recommend including a new clause about major operational incidents to clarify that Sydney Water's services may need to be shutdown during a major operational incident. Where practicable, Sydney Water will publish the anticipated time of the service outage, as it does for other unplanned service interruptions.</p> <p>While this is a material addition to the Customer Contract, we consider that it will not impose substantial burden. Sydney Water already provides alerts for other unplanned service interruptions. This is not substantially different.</p>	<i>Not requested</i>	Yes
4.4 Restriction or disconnection	<i>New</i>	We recommend including a new clause to cross-reference circumstances when Sydney Water may restrict or disconnect services (e.g. for non-payment). This is a non-material change and imposes no additional burden on Sydney Water or customers. It is a structural change only.	<i>Not requested</i>	No
4.5 Force majeure	<i>New</i>	<p>We recommend including a new clause clarifying that Sydney Water's services be affected by events beyond Sydney Water's control such as severe weather conditions and natural disasters.</p> <p>We consider that this is a non-material addition that does not change the status quo.</p>	Creation of a clause relating to 'Force majeure' to explain that Sydney Water's ability to provide services may be impacted by events beyond its control, such as severe weather, etc.	No

Clause in draft Customer Contract	Clause in current Customer Contract	IPART's recommended changes	Sydney Water's proposed changes	Do we consider this a material change?
5. What you pay	4. What you pay	No title changes proposed.	No title changes proposed	N/A
5.1 How charges are set	4.9 How prices are determined	We recommend including wording which identifies that charges will be varied on a daily 'pro-rata' basis. This change will account for mid-cycle changes to the billing amounts.	Minor structural changes only.	No
5.2 Publication of charges	4.2 Publication of charges 4.10 Notification of price variations	We recommend clarifying that Sydney Water will provide information about charging policies, current charges and concessions free of charge and in languages other than English. Sydney Water already provides this information on its website under the current Customer Contract. If Sydney Water does not already provide this information in other languages, this may be a material change, however, we consider that it is a beneficial one. We recommend clarifying that Sydney Water will publish any variations of its charges on its website and provide that information to customers with their bills, so that they are aware that the variation is occurring and when it will take effect. This is already contained in the current customer contract and is not a new addition.	No changes proposed	No
5.3 Responsibility to pay the bill	4.1 Responsibility to pay the account	We recommend clarifying that new landowners must pay any outstanding charges for water supply to the property. We consider that this is not a material change as this clarifies current expectations for new landowners.	No changes proposed	No
5.4 Concessions	4.3 Concessions	We recommend clarifying that information about a customer's eligibility for a concession is available on Sydney Water's website and on request from Sydney Water's Customer Centre. We also recommend clarifying that by applying for a concession, the customer is authorising Sydney Water to make enquiries with external authorities to confirm their eligibility. The current customer contract does not state this explicitly. We consider that it is important to make customers aware of this process before it occurs. Finally, we recommend that concessions are applied for the full billing cycle in which the customer applies for the concession, and to not wait until the beginning of the next billing cycle, to protect vulnerable customers.	Include wording to direct customers to the Sydney Water website for information on eligibility for customers	Yes
5.5 Your bill	4.4 Your bill	No title changes proposed	No title changes proposed	N/A

Clause in draft Customer Contract	Clause in current Customer Contract	IPART's recommended changes	Sydney Water's proposed changes	Do we consider this a material change?
5.5(1-3) When will your bill be sent?	4.4.1 When will your bill be sent?	<p>We recommend clarifying that Sydney Water will issue bills to both residential and non-residential customers every 3 months as a norm, before explaining that Sydney Water may issue non-residential customers with monthly bills for high water usage and wastewater disposal.</p> <p>This is a non-material change to clarify the status quo.</p>	No changes proposed	No
5.5(4) What information is on your bill?	4.4.2 What information is on your bill?	<p>We recommend that customer bills also include the most recent meter reading in addition to all the information that Sydney Water's customer contract already states will be included. We consider that it is important that customers can see that their water bill matches their recorded water usage, on their bill.</p>	No changes proposed	Yes
5.5(5-7) How bills are issued?	4.4.3 How bills are sent	<p>We recommend changes to clarify to customers who have chosen to receive electronic bills and other communications, that if an email cannot be delivered, the customer's bill will sent to the postal address that Sydney Water has on record.</p> <p>We also recommend clarifying that once a bill is sent to the customer, either electronically or by post, it is considered delivered. Therefore, it is the customer's responsibility to ensure that Sydney Water has their accurate contact details on record.</p> <p>We consider that these changes are non-material and clarify current arrangements. They do not substantially change the status quo.</p>	Proposed wording to clarify that a customer bill will be posted to the property connected to Sydney Water's services when the customer has provided an incorrect email address.	No
5.6 How can payment be made?	4.4.4 How to make a payment	<p>We recommend clarifying that information about how customers are able to pay their bills will be contained in their bill and on Sydney water's website. This is to ensure that customers are aware of the options available to them. Ensuring customers are aware of their options, particularly if they are dissatisfied with the service levels or require payment assistance, is important. It allows customers to make informed financial choices which do not negatively disadvantage them.</p> <p>We consider that this is a non-material change because Sydney Water already provides information on its website and with customer bills.</p>	Amend wording to clarify payment options will be outlined in the customer's bill. Remove references to specific payment types, such as payment by cheques. With the Australian Government looking to remove cheque payments by 2030, this change will ensure the Customer Contract remains accurate whether the change happens prior to the end of this contract period or not	No

Clause in draft Customer Contract	Clause in current Customer Contract	IPART's recommended changes	Sydney Water's proposed changes	Do we consider this a material change?
		<p>We recommend clarifying that Sydney Water will not accept payment if it suspects that the customer is using fraudulent or unauthorised means.</p> <p>Finally, we also recommend clarifying here that if Sydney Water incorrectly processes a payment, it will reverse the payment to the customer and will notify the customer. This is not a new inclusion. This is a structural change only.</p>		
5.7 Dishonoured or declined payments	4.11.1 Dishonoured or declined payments	We recommend changes to clarify that if a customer's payment is declined or dishonoured, Sydney Water will charge an administration fee consistent with the maximum charge specified by IPART. This is not a material change as Sydney Water already charges an administration fee. Our proposed change is to clarify that the maximum fee will be charged.	No changes proposed	No
5.8 Overdue account balances	4.4.5 Overdue account balances 6.10 Cost for debt recovery activities	<p>We recommend clarifying that any interest that Sydney Water may charge customers for overdue account balances, will accrue daily, commencing on the first day after the bill due date until the date that the customer pays the bill. This is a non-material change. Currently Sydney Water's Customer Contract states that interest will be charged. Our proposed change clarifies how it will be charged. We recommend clarifying that customers known to Sydney Water to be facing payment difficulty are not charged interest.</p> <p>We also recommend clarifying that Sydney Water may charge fees associated with any debt recovery actions that Sydney Water may take because of a customer's failure to pay their account. This is not a new requirement and is outlined in clause 6.10 in the current Customer Contract.</p>	Sydney Water proposed wording to clarify that it will recover reasonable costs associated with debt recovery under the contract.	No
5.9 Undercharging	4.5 Undercharging	<p>We recommend including in the list of circumstances where the customer would be required to immediately pay the correct amount for a previously undercharged bill where they have not provided up to date information about a change of use of the property or number of dwellings on the property.</p> <p>We consider that this is a non-material change that will provide greater clarity on the circumstances when customers must immediately pay undercharged bills.</p>	No changes proposed	No

Clause in draft Customer Contract	Clause in current Customer Contract	IPART's recommended changes	Sydney Water's proposed changes	Do we consider this a material change?
5.10 Overcharging	4.6 Overcharging	We recommend clarifying the circumstances where Sydney Water would not apply a credit to a customer bill, after the customer has been overcharged. We consider this is a non-material change that seeks to clarify that Sydney Water would not correct an overcharged amount if the fault was with the customer. It does not substantially change the status quo.	No changes proposed	No
5.11 Account queries and billing disputes	4.7 Billing dispute	We recommend clarifying the conditions relating to account queries and disputes to ensure that customers are aware that they must raise disputes about bills directly with Sydney Water, and then pay the bill once the dispute has been resolved. We consider that these are non-material changes that do not substantially change the status quo.	No changes proposed	No
5.12 Wastewater usage charges	4.8 Wastewater usage charges	We recommend clarifying how wastewater usage discharge factors will be applied to determine wastewater usage charges for non-residential customers that do not have a wastewater meter. We consider that these are non-material changes that do not substantially change the status quo.	No changes proposed	No
5.13 Costs for installing and connecting services	4.11.3 Costs for installing and connecting services	We recommend changes to clarify that when it states that customers are responsible for all costs associated with an authorised connection to Sydney Water's infrastructure, this includes construction of the works necessary to connect from the customer's property to Sydney Water's water infrastructure. We consider that these are non-material changes that do not substantially change the status quo.	No material changes proposed.	No
5.14 Charges for other matters	4.11 Other costs and charges	No material changes proposed.	No material changes proposed.	No
6. What you can do if you are unable to pay your bill	5. What can I do if I am unable to pay my bill?	No material changes proposed.	No material changes proposed	No
6.1(1-5) Payment difficulties and assistance options	5.1 Payment difficulties and assistance options for all customers	We recommend changes to direct customers to notify Sydney Water if they are unable to meet their scheduled payment plan, to avoid debt recovery actions being undertaken. We consider that these are non-material changes that do not substantially change the status quo.	No material changes proposed.	No

Clause in draft Customer Contract	Clause in current Customer Contract	IPART's recommended changes	Sydney Water's proposed changes	Do we consider this a material change?
	5.2 Payment arrangements			
7. Restriction or disconnection of services	6. Restriction or disconnection of water supply and wastewater services	No material changes proposed.	No material changes proposed	No
7.1 Restriction or disconnection of services for non-payment	6.1 Restriction or disconnection	We recommend clarifications that customers may face additional costs if Sydney Water decides to restrict services or take further action to recover unpaid debts (such as legal action). We recommend clarifying that Sydney Water would not take recovery action or restrict services where the customer has entered into a payment arrangement with Sydney Water for payment assistance. We consider that this clarification is important to protect vulnerable customers facing payment difficulties.	Proposed changes to clarify that legal action is not the only action Sydney Water may take to recover debts.	No
7.2 Notice of restriction or disconnection for non-payment	6.2 Notice of restriction or disconnection of supply of water for non-payment by customers 6.3 Conditions for restriction or disconnection of supply of water for non-payment by customers 6.5 Occupiers (tenants) may pay charges to avoid restriction or disconnection 6.7 Limitations on restriction or disconnection	We recommend clarifications about when Sydney Water will send customers reminder notices to pay unpaid bills, and when they will issue notices for restricting or disconnecting services due to non-payment. We recommend clarifying that for tenanted properties, Sydney Water will send these notices to both the nominated address it has on record as well as the serviced property to provide an opportunity for the tenant to take action to avoid restriction or disconnection as permitted under the Act. Finally, we recommend clarify when customers' services will not be restricted, including allowing tenants the opportunity to pay for unpaid bills and then claiming the amount back from their landowner. We consider that these are non-material changes to clarify the status quo. It includes additional information about notices for restrictions which is also set out in Sydney Water's Payment Assistance Policy on its website.	No material changes proposed.	No – this clarifies intent and includes additional details about the notices but does not substantially change the status quo. Sydney Water's payment assistance policy sets this out.

Clause in draft Customer Contract	Clause in current Customer Contract	IPART's recommended changes	Sydney Water's proposed changes	Do we consider this a material change?
7.3	6.4 Restriction or disconnection for other reasons	<p>We recommend including additional reasons that customers' services may be disconnected, including if:</p> <ul style="list-style-type: none"> customers connect their stormwater pipes to Sydney Water's wastewater infrastructure serious health or environmental risk is posed by backflow of any substance from a customer's water infrastructure into Sydney Water's network the customer is a corporation and a non-residential customer and an insolvency event occurs. 	Sydney Water proposed clarifying that customers' services would be restricted or disconnected if they connected their stormwater pipes to Sydney Water's wastewater system.	Yes
7.4 Minimum flow rate	6.6 Minimum flow rate during restriction	No material changes proposed.	No material changes proposed.	No
7.5 Disconnection by a customer	6.8 Disconnection by a customer	We recommend minor changes to clarify that customers can only disconnect from Sydney Water's services after they, or their licensed plumber, have provided 10 business days' notice, booked an inspection of the work and returned any Sydney Water infrastructure (e.g. meters). We consider that these are non-material changes to clarify expectations of customers and they do not substantially change the status quo.	No material changes proposed.	No
7.6 Restoration of services	6.9 Restoration of water supply after restriction or disconnection	<p>We recommend changes to clarify that Sydney Water will restore services for both water (including drinking water and recycled water) and wastewater services after a restriction or disconnection if the customer meets the requirements set out in the Customer Contract. The current Customer Contract only deals with restoring water supply.</p> <p>We recommend that Sydney Water should be required to make reasonable efforts to restore drinking water services on the same business day and wastewater services within 24 hours. If the required conditions are met after 3PM, and Sydney Water cannot meet the suggested timeframe, Sydney Water will restore services the next day.</p> <p>We recommend clarifying that arrangements for restoring recycled water will be agreed between Sydney Water and the customer.</p>	No material changes proposed.	Yes

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8. Responsibilities for maintenance and repair	8. Responsibilities for maintenance	We recommend including the words "and repair" in the title because this section of the Customer Contract also deals with the repair of infrastructure.	No title changes proposed	No
8.1 Diagrams	8.3 System diagrams	No material changes proposed.	No material changes proposed.	No
8.2 Our responsibilities regarding our infrastructure	8.1 Water pipes 3.4.1 Repairs and maintenance	No material changes proposed - this clause clarifies that Sydney Water is only responsible for maintaining and repairing its own infrastructure. We have recommended a minor structural change to group clauses relating to repair and maintenance and Sydney Water's responsibilities regarding infrastructure. This change particularly relates to returning the affected area of works on a property back to its original state before any works undertaken.	No material changes proposed.	No
8.3 Your responsibilities regarding your water system	<i>New</i>	We recommend clarifying customers' responsibilities for maintaining and repairing their own water infrastructure/plumbing works. Infrastructure downstream of a customer's connection point to Sydney Water's infrastructure is not Sydney Water's property or responsibility. This is not a material change as it clarifies customers' responsibilities in the current Customer Contract. It does not add burden on customers.	Sydney Water proposes new clauses to clarify customers' responsibilities for maintaining and repairing their own water infrastructure/plumbing works and to be clear where their responsibilities start and end.	No
8.4 Our responsibilities regarding your water system	<i>New</i>	We recommend clarifying the circumstances when Sydney Water may investigate and repair any failures of a customer's water infrastructure, free of charge. The changes we have recommended seek to clarify what is already set out in the current 2019-2024 customer contract and increase readability and ease of understanding. The current Customer Contract states here that the free repair would also cover the meter, except in some circumstances. Our recommended changes to this part of the Customer Contract no longer refer to maintaining the meter and focus only on the circumstances when Sydney Water would repair a customer's infrastructure for free. Maintenance of meters is in clause 11 of the draft Customer Contract.	Sydney Water proposes new clauses to clarify the circumstances when Sydney Water may investigate and repair any failures of a customer's water infrastructure, free of charge and to be clear where Sydney Water's responsibilities start and end.	No

Clause in draft Customer Contract	Clause in current Customer Contract	IPART's recommended changes	Sydney Water's proposed changes	Do we consider this a material change?
8.5 Your responsibilities regarding your recycled water system	New	We recommend clarifying customers' responsibilities for maintaining and repairing their own recycled water systems, where they have one. This includes systems such as onsite greywater treatment systems. These are not part of Sydney Water's infrastructure and therefore it is not Sydney Water's responsibility to maintain. We consider that these are non-material changes to clarify the status quo.	No material changes proposed.	No
8.6 Your responsibilities regarding your wastewater system	8.2 Wastewater pipes	We recommend clarifying customers' responsibilities for maintaining and repairing their own wastewater infrastructure/plumbing works. Infrastructure downstream of a customer's connection point to Sydney Water's infrastructure is not Sydney Water's responsibility. We consider that these changes are non-material and clarify the status quo.	Extensive rearranging and re-wording of information around ownership and responsibility of private wastewater pipes, fitting and equipment to help make the property owner's responsibility clearer with less room for interpretation.	No
8.7 Faults in the wastewater system	New	We recommend clarifying that any free repairs that Sydney Water may undertake for customers' wastewater infrastructure is only available to residential customers (at Sydney Water's discretion) but ownership and responsibility remains with the customer. We consider that these changes are non-material and clarify the status quo.	N/A	No
8.8 Pressure sewerage system	8.4 Pressure sewerage equipment	No material changes proposed. We have proposed non-material changes to clarify to customers what pressure sewerage equipment is.	No material changes proposed.	No
8.9 Private joint service	8.5 Private joint water or wastewater pipes	No material changes proposed.	No material changes proposed.	No
8.10 Stormwater connections, coverings and bridges	8.6 Stormwater connections, coverings and bridges	No material changes proposed.	No material changes proposed.	No

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8.11 Water efficiency	8.7 Water efficiency	We recommend changes to clarify that for non-residential properties connected to Sydney Water's wastewater infrastructure, Sydney Water may require the wastewater discharge to be metered where rainwater tanks with a volume exceeding 20,000 L is used to supply plumbing facilities.	No material changes proposed.	Yes
8.12 Giving notice of system failures	8.9 Giving notice of system failures	No material changes proposed.	No material changes proposed.	No
8.13 Removal of trees	8.13 Removal of trees	We recommend a minor change to specify that Sydney Water will give customers 10 business days' written notice if it requires them to remove trees. Currently, the customer contract states that Sydney Water will provide 'reasonable notice'. We consider it appropriate that this be more specific but we do not consider this to be a material change.	No material changes proposed.	No
9. Defective or unauthorised work	8. Responsibilities for maintenance	We recommend separating the clauses of the Customer Contract that deal with defective or unauthorised work specifically for ease of understanding	No title changes proposed	No
9.1 Authorised connections	8.11 Connections to services	Non-material structural changes only.	Non-material structural changes only.	No
9.2 Defective or unauthorised work	8.8 Defective work	We recommend clarifying that Sydney Water may restrict or disconnect customers' services without notification if the customers' defective works or unauthorised connection presents a health or physical hazard to Sydney Water's people, infrastructure or the community in general. We consider that this is a non-material change to clarify Sydney Water's expectations and it does not change the status quo.	No material changes proposed.	No
9.3 Building, landscaping and other construction work	8.10 Building work	We recommend changes to make the conditions for customers undertaking building works on their properties clearer, where these works may have an impact on Sydney Water's services or access to services. If customers do not comply with this, their changes will be considered unauthorised works. These changes may be removed and not reinstated.	Sydney Water has proposed wording changes which addresses remediation of work that has not been approved.	No

Clause in draft Customer Contract	Clause in current Customer Contract	IPART's recommended changes	Sydney Water's proposed changes	Do we consider this a material change?
		<p>We also recommend changes to clarify that Sydney Water may require customers to remove or remediate work on a customer's property that interferes with Sydney Water's infrastructure at the customer's cost, even if that structure existed prior to the customer acquiring ownership of the property.</p> <p>We consider that this is a non-material change to clarify Sydney Water's expectations and it does not change the status quo.</p>		
9.4 Altering and unauthorised connection or use	8.12 Altering connections and unauthorised connection or use	<p>We recommend clarifying that if customers do not comply with the requirements of this clause, Sydney Water may charge the customer for the estimated amount of water used, or the reasonable costs incurred by us resulting from your activity.</p> <p>We consider that this is a non-material change to clarify Sydney Water's expectations and it does not change the status quo.</p>	Sydney Water requested this clarification.	No
10. Entry onto your property	9. Entry onto a customer's property	No material changes proposed.	No material changes proposed.	No
10.1 Access to our infrastructure	9.1 Access to Sydney Water's systems	No material changes proposed. We recommend minor changes to clarify all the circumstances where Sydney Water may need access to a customer's property.	Sydney Water has proposed minor wording changes to provide clarity because "upgrade" works include renewals and large project works which may be perceived as different to works to "inspect" or "maintain" as per previous contract.	No
10.2 Identification	9.2 Identification	We recommend minor changes to clarify that Sydney Water must provide identification and a certificate of authority to a customer when entering their property.	No material changes proposed.	No
10.3 Notice of access	9.3 Notice of access	We recommend minor changes to clarify that Sydney does not need to provide notice of entry to their property where they are not required to under law.	Sydney Water has proposed minor changes to clarify that it will not provide customers notice of entry to their property where Sydney Water is not required to under law.	No

Clause in draft Customer Contract	Clause in current Customer Contract	IPART's recommended changes	Sydney Water's proposed changes	Do we consider this a material change?
10.4 Impact on customer's property	9.4 Impact on customer's property	No material changes proposed.	No material changes proposed.	No
11. Meter reading, installation, testing and maintenance	10. Water meter reading, installation, testing and maintenance	No material changes proposed.	No material changes proposed.	No
11.1 Installing and maintaining a meter	10.1 Installing and maintaining a meter	We recommend changes to further clarify customers' responsibilities around flowmeters. This will ensure that customers do not reduce Sydney Water's access to these meters unknowingly or otherwise obstruct accurate metering of their water usage.	Sydney Water has proposed substantial changes to further clarify customers' responsibilities around flowmeters.	Yes
11.2 Backflow prevention containment device	<i>New</i>	We recommend a new clause to clarify that customers must ensure that a backflow prevention containment device is fitted at their property, to protect backflow into Sydney Water's infrastructure affecting the quality of services Sydney Water provides to all of its customers.	Sydney Water has proposed to include this clause to ensure that customers are aware they must install backflow prevention containment devices at their properties.	Yes
11.3 Access to the water meter	10.4 Access to the water meter	We recommend a non-material change to clarify that Sydney Water may charge customers a fee for installing digital flowmeters. This incorporates the new technology Sydney Water is using and allows Sydney Water to recover costs associated with installation if necessary.	Sydney Water requested this addition.	No
11.4 Measuring supply	10.2 Measuring water supplied	We recommend changes to clarify that when the price for drinking water, recycled water or wastewater usage is varied on a date that falls within your meter reading period, Sydney Water will apply the new price on a pro-rata basis. This is consistent with our recommendation in clause 5.1 for how charges are set that variation in charges that occur part-way through a billing cycle will be applied on a daily pro-rata basis.	No material changes proposed.	Yes
11.5 Meter testing	10.4 Meter testing	We recommend changes to clarify that customers must pay for meter testing where they suspect that the meter is not accurately recording. We consider that this is a non-material change to clarify Sydney Water's expectations and it does not change the status quo.	Sydney Water has proposed to include this new clause to ensure that customers are aware that costs for testing meter accuracy must be paid by customers	No

Clause in draft Customer Contract	Clause in current Customer Contract	IPART's recommended changes	Sydney Water's proposed changes	Do we consider this a material change?
11.6 Meter replacement	10.6 Meter replacement	<p>We recommend changes to clarify that customers will be required to pay for the costs of replacing stolen meters.</p> <p>We have also recommended the inclusion of wording which clarifies the metering requirements in multi-level buildings and the replacement of a meter in the case of theft. We consider that these are non-material changes and do not change the status quo.</p>	No material changes proposed.	Yes
12. Redress	7. Redress	We recommend relocating this section to clause moving this to section 12.	No material changes proposed.	No
12.1 Notification	7.1 Notification	No material changes proposed.	Minor structural changes proposed.	No
12.2(1-3) Rebates	7.2 Rebates	We recommend minor changes to clarify when customers are eligible for rebates.	No material changes proposed.	No
12.2(4-5) Unplanned interruptions	7.2.2 Unplanned interruption 7.3 Rebates for recurring unplanned interruptions	<p>We recommend increasing the rebates to customers for the first and 2nd unplanned water interruptions exceeding 5 hours that they may face in a 12-month rolling period to \$46 per event, reflecting customer expectations, expressed to Sydney Water in 2023.</p> <p>We also recommend clarifying that these rebates are for interruptions to the drinking water supply only. Customers will have access to drinking water if there is only an interruption to recycled water supply.</p>	Sydney Water proposed increasing the rebate to \$46 per planned interruption, reflecting customer preferences.	No – only the value of the rebate has changed. The clause is substantially the same.
12.2(6) Planned interruptions	7.2.1 Planned interruption	<p>We recommend increasing the rebate to \$23 per planned interruption faced by the customer, reflecting customer expectations, expressed to Sydney Water in 2023.</p> <p>We also recommend clarifying that these rebates are for interruptions to the drinking water supply. Customers will have access to drinking water if there is only an interruption to recycled water supply.</p>	Sydney Water proposed increasing the rebate to \$23 per planned interruption, reflecting customer preferences.	No – only the value of the rebate has changed. The clause is substantially the same.

Clause in draft Customer Contract	Clause in current Customer Contract	IPART's recommended changes	Sydney Water's proposed changes	Do we consider this a material change?
12.2(7-8) Low water pressure	7.2.3 Low water pressure	<p>We recommend a minor change to increase the rebate to \$46 for one low water pressure event experienced by a customer in a quarter, reflecting customer expectations, expressed to Sydney Water in 2023.</p> <p>We also recommend clarifying that these rebates are for interruptions to the drinking water supply pressure only. Customers will have access to drinking water if there is only an interruption to recycled water supply pressure.</p>	Sydney Water proposed increasing the rebate to \$46 for one low water pressure event experienced by a customer in a quarter, reflecting customer preferences.	No – only the value of the rebate has changed. The clause is substantially the same.
12.2(9-11) Uncontrolled wastewater overflows	7.2.4 Wastewater overflow 7.4 Rebates for recurring wastewater overflows	We recommend a minor change to increase the rebate to \$87 for the first dry weather wastewater overflow experienced on a customer's private property and a rebate of \$174 after the second event in a rolling 12-month period, reflecting customer expectations, expressed to Sydney Water in 2023.	Sydney Water proposed increasing the rebate for the first dry weather wastewater overflow experienced on a customer's property to \$87 and \$174 for the 2 nd event experienced in a rolling 12-month period	No – only the value of the rebates has changed. The clause is substantially the same.
12.2(11-13) Discoloured water	7.2.5 Dirty water	We recommend increasing the rebate for discoloured water to \$46. However, unlike currently, where it is paid for every time a customer experiences such an event, customers will only get rebates for one event per quarter. This reflects customer expectations and we consider that this is reasonable given discoloured water is not, on its own, a substantial health risk.	Sydney Water proposed increasing the rebate to \$46 per quarter if a customer experienced discoloured water, reflecting customer preferences.	Yes
12.2(14)	7.2.6 Boil water incidents	We recommend a minor change to increase the rebate for boil water alerts to \$58, reflecting customer expectations, expressed to Sydney Water in 2023.	Sydney Water proposed increasing the rebate to \$58 per boiled water alert, reflecting customer preferences.	No – only the value of the rebates has changed. The clause is substantially the same.
12.2(15) Exception for disaster events	7.5 Exception for disaster events	We recommend clarifying that the existing exception for rebates discussed above does not apply during disaster events. We consider that this is a non-material change that does not change the status quo.	Sydney Water proposed clarifying that the rebates discussed above do not apply during disaster events.	No

Clause in draft Customer Contract	Clause in current Customer Contract	IPART's recommended changes	Sydney Water's proposed changes	Do we consider this a material change?
12.3 Forms of redress	7.6 Redress	No material changes proposed. We recommend clarifications about when customers may be entitled to redress, how they should refer matters about redress to Sydney Water and what they should do if they are not satisfied with the forms of redress offered by Sydney Water. We consider that this is a non-material change that does not change the status quo.	Sydney Water proposed clarifications on how customers should initiate a request for redress so that it is not assumed as an automatic action where damage may not be visible/obvious.	No
12.4 Claim for monetary compensation	7.7 Claim for monetary compensation	We recommend changes to allow Sydney Water greater flexibility in dealing with claims from customers for monetary compensation. Under the current customer contract, Sydney Water provides customers an estimate of when an investigation related to their claim may be resolved and by that date, will notify them of the outcome of that investigation, even if the outcome is that the investigation is not complete. This approach risks claims not being fully investigated and resolved. Instead, we recommend that the Customer Contract states that Sydney Water will advise customers about the outcome of the investigation once it has been completed. To protect customers from investigations being extended indefinitely, we recommend stating the Sydney Water will endeavour to complete investigations within 3 months. If customers are not satisfied with Sydney Water's decisions, they can seek a review (either an internal review or refer it for an external review).	Sydney Water proposed changes to state that it will acknowledge customers' claims within 5 business days of receipt and will provide customers with a tracking number. It will provide customers with regular updates during the investigation of the claim, and at the end of the investigation, will provide a written report about the outcome of the assessment of the customer's claim. Sydney Water's proposed changes are to provide clarity to customers and set realistic expectations regarding the process of making a claim.	Yes
12.5(1-3) Guarantees and assurance	7.8 Guarantees and assurances	We recommend changes to clarify that where Sydney Water is liable to a customer because of a breach of a condition of the Customer Contract or warranty, their liability is limited to the extent permitted by Law. We consider that this proposed change is for clarity only and does not present a material change.	No material changes proposed.	No
13. What you can do if you are unhappy with our services	12. If I am unhappy with the service provided by Sydney Water what can I do?	No material changes proposed.	No title changes proposed	Nil

Clause in draft Customer Contract	Clause in current Customer Contract	IPART's recommended changes	Sydney Water's proposed changes	Do we consider this a material change?
13.1 Customer complaints	12.1 Customer complaints	We recommend changes to clarify that Sydney Water will make every reasonable effort to resolve customers' complaints as soon as possible and within 3 months. Sydney Water will provide customers with a case identification number to track their complaints. We consider that this is not a material change but will promote accountability to customers.	No material changes proposed.	No
13.2 Complaints review	12.2 Complaints review	No material changes proposed.	No material changes proposed.	No
13.3 Resolution of complaints	12.3 Resolution of complaints	We recommend changes to clarify that a complaint will be considered resolved by Sydney Water if it has been resolved through an external dispute resolution process. This is a non-material change that does not substantially change the status quo.	No material changes proposed.	No
13.4 External dispute resolution	12.4 External dispute resolution	No material changes proposed.	No material changes proposed.	No
14. Who you should contact	11. Who can I speak to if I have any questions or want to make enquiries	No material changes proposed.	No material changes proposed.	No
14.1 Emergency assistance (leaks and faults)	11.4 Leaks and faults assistance	No material changes proposed. We have proposed some minor structural changes.	No material changes proposed.	No
14.2 General enquiries	11.1 Telephone enquiries	No material changes proposed. We recommend clarifying the ways that customers can contact Sydney Water and access its services over the telephone or internet.	No material changes proposed.	No
	11.2 Internet enquiries	No material changes proposed. We recommend clarifying the ways that customers can contact Sydney Water and access its services over the telephone or internet or by submitting written enquiring.	No material changes proposed.	No
	11.3 Written enquiries	No material changes proposed. We recommend clarifying the ways that customers can contact Sydney Water and access its services over the telephone or internet or by submitting written enquiring.	No material changes proposed.	No

Clause in draft Customer Contract	Clause in current Customer Contract	IPART's recommended changes	Sydney Water's proposed changes	Do we consider this a material change?
		For written enquiries, we recommend that Sydney Water should provide an explanation and the name of the contact person for follow up enquiries.		
14.3 Interpreter and TTY services	11.5 Interpreter and TTY services	We recommend minor changes to provide information for many types of services available for customers with a hearing or speech impairment.	No material changes proposed.	No
15. Consultation, information and privacy	13. Consultation, information and privacy	No material changes proposed.	No material changes proposed.	No
15.1 Community involvement	13.1 Involving customers in service planning	We recommend minor changes to replace references to Sydney Water's "Customer Council" with its "Customer and Community Reference Group". We also recommend clarifying that the Customer and Community Reference Group is not the only means by which Sydney Water engages with its customers.	Sydney Water has proposed minor changes to replace references to "Customer Council" to reflect its "Customer and Community Reference Group"	No
15.2 Providing information	13.2 Providing information	No material changes proposed.	No material changes proposed.	No
15.3 Privacy	13.3 Privacy 4.12 Exchange of information	We recommend non-material changes to clarify Sydney Water's use of electronic communications with customers. The change acknowledges that customers may choose to be contacted electronically and it provides information on the conditions Sydney Water can communicate using this method. We recommend moving the clause detailing the exchange of information under related clauses on privacy. We have proposed minor changes which clarify which authorities qualify under the exchange of information.	No material changes proposed.	No
16. Definitions, interpretation and policies	15. Definitions and Interpretation	We have recommended definitions in this clause to reflect all the terms used in the draft recommended Customer Contract		Yes
A. Operation and maintenance obligations for pressure sewerage equipment	A. Operations and Maintenance Obligations for Pressure Sewerage Equipment	We have recommended clarifications about Sydney Water's and customers' responsibilities for pressure sewerage equipment.	Sydney Water has proposed clarifications about Sydney Water's and customers' responsibilities for pressure sewerage equipment	Nil

Clause in draft Customer Contract	Clause in current Customer Contract	IPART's recommended changes	Sydney Water's proposed changes	Do we consider this a material change?
B. Diagrams	B. System Diagrams	We have incorporated Sydney Water's updated diagrams in the draft customer contract.	<p>Sydney Water has proposed minor wording changes throughout the diagrams.</p> <p>Wastewater diagrams have been updated to clearly show the point of delineation between Sydney Water's and the property owner's responsibility for maintenance.</p>	Nil

IPART acknowledges the Traditional Custodians of the lands where we work and live. We pay respect to Elders, past, present and emerging. We recognise the unique cultural and spiritual relationship and celebrate the contributions of First Nations peoples.