

**REVIEW OF
SYDNEY WATER CORPORATION'S
CUSTOMER CONTRACT**

ISSUES PAPER

**INDEPENDENT PRICING AND REGULATORY TRIBUNAL
OF NEW SOUTH WALES**

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***Submissions on the issues raised in this paper should be received no later than 20 July 2001.
Sydney Water Corporation is to provide a submission by 22 June 2001.***

***Comments or inquiries regarding this review should be directed to:
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Independent Pricing and Regulatory Tribunal of New South Wales

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1 INTRODUCTION

At the end of 1999, the Independent Pricing and Regulatory Tribunal (the Tribunal) recommended to the government the terms and conditions of a new Operating Licence for Sydney Water Corporation (Sydney Water). The new 5-year Licence commenced on 12 April 2000.¹

Under clause 5.1.5 of this Licence, Sydney Water is required to initiate an independent review of its Customer Contract. The independent body undertaking the review must report to the Minister for Energy regarding recommended terms for a new Customer Contract. In December 2000, the Minister requested that the Tribunal undertake this review and provide a report by 25 October 2001.

At the same time, the Minister asked the Tribunal to review Sydney Water's system performance standards by 11 April 2001. In its report to the Minister, the Tribunal made a number of recommendations to improve system performance standards and to introduce indicators of performance.² Attachment 1 provides the terms of reference for the reviews of the Customer Contract and the system performance standards.

In the absence of a separate agreement between Sydney Water and a customer, the Customer Contract defines the legal rights and obligations of each party. Sydney Water has an obligation to provide certain services under specific terms and conditions. Customers have a right to those services providing they meet their obligations including payment of accounts by the due date.

The Operating Licence, of which the Customer Contract is one component, requires Sydney Water to operate its systems in compliance with specific standards, targets and performance measures.

The purpose of this Issues Paper is to encourage stakeholders to provide input to the review of the Customer Contract. This paper outlines the review process the Tribunal will follow, sets out some general principles, provides background to the Operating Licence and Customer Contract, and discusses seven key issues which reflect the terms of reference for the review.

The Tribunal seeks comments from stakeholders on:

1. What relationship should there be between the Customer Contract and system performance standards in the Operating Licence?
2. What relationship should there be between the Customer Contract and water quality standards in the Operating Licence?
3. How can the requirements for customer interaction set out in the Operating Licence, be reflected in the Customer Contract?
4. Are Sydney Water's obligations in the Customer Contract adequate? In particular, the Tribunal seeks comments on the requirements for customer rebates and compensation, and the making and keeping of appointments.

¹ Sydney Water's current Operating Licence expires on 31 December 2004.

² At the time of writing, the Minister had not released the Tribunal's report on Sydney Water's system performance standards.

5. Does the current Customer Contract reflect the needs and preferences of Sydney Water's customers? In particular, how could the Customer Contract be modified, how often should it be reviewed, and who should be involved in such a review?
6. Are customers' obligations under the Customer Contract adequate? If not, how should they be amended?
7. Are there any areas in which the Customer Contract could be simplified or streamlined?

2 REVIEW PROCESS

As part of its review of the Customer Contract, the Tribunal will request a submission from Sydney Water and will conduct a public consultation process. The Tribunal invites public responses to the issues raised in this paper and in Sydney Water's submission. In August, the Tribunal will hold a workshop to obtain stakeholder views on the Customer Contract. Interested stakeholders will be advised of the format of the workshop closer to the time.

The timetable for the review of the Customer Contract is as follows.

Action	Date
Release of issues paper	May 2001
Sydney Water submission due	22 June 2001
Public submissions due	20 July 2001
Workshop	August 2001
Final report to the Minister	25 October 2001

2.1 How to make a submission

Submissions to the Tribunal must be made in writing and must relate to the issues set out in this paper. There is no standard format. Submissions longer than 15 pages must also be provided on computer disk in word processor, PDF or spreadsheet format.

If you require any parts of your submission to be treated in confidence, you should clearly indicate those parts. However, please note that confidentiality cannot be guaranteed, as the *Freedom of Information Act 1989* and section 22A of the *Independent Pricing and Regulatory Tribunal Act 1992* allow public access to certain documents.

Submissions should be sent to:

Sydney Water Customer Contract Review (Matter No. 01/329)
Independent Pricing and Regulatory Tribunal of NSW
PO Box Q290
QVB Post Office NSW 1230

The Tribunal can also be contacted by email at ipart@ipart.nsw.gov.au

2.2 General Principles

The activities of Sydney Water are governed by the *Sydney Water Act 1994* (the Act) and legislation relevant to State owned monopoly businesses. The Act provides for the establishment of an operating licence and a customer contract for Sydney Water.

Before any evaluation of Sydney Water's Customer Contract is made, it is useful to consider the purpose of a Customer Contract and some general principles that should apply.

The purpose of a customer contract is to define basic obligations between the business and its customers. These obligations should set the parameters for the provision of high quality, affordable, and accessible services, taking account of the commercial imperatives of the business and the needs of customers. In the case of Sydney Water, some of these obligations have already been addressed in the Act and the Operating Licence.

Since Sydney Water is a monopoly business and customers do not have an alternative supplier, incentives to satisfy customer needs and expectations are relatively weak. A customer contract is a mechanism to ensure that the needs and expectations of individual customers are addressed.

The principles most relevant to the current review of Sydney Water's Customer Contract may be summarised as follows:

- Transparency and full information - providing full, clear information to customers concerning terms and conditions, consumer rights and tariffs, especially in cases where there is some trade-off between service quality and price.
- Service Quality - including such issues as customer communications, billing, payment options, and conflict resolution procedures.
- Redress – providing free and consumer friendly systems for complaints handling, compensation and independent resolution of conflict.
- Security and reliability – protecting customers against service restriction or disconnection while providing fair and reasonable service restriction or disconnection procedures, where warranted.
- Representation and active participation – providing opportunities for consumers to voice their views to the agency, for example through customer councils.

3 BACKGROUND TO THE OPERATING LICENCE AND CUSTOMER CONTRACT

The Act sets out the legislative framework for Sydney Water to provide water, sewerage and drainage (stormwater) services within its area of operations. Under the Act, Sydney Water is granted an Operating Licence which sets out the conditions under which Sydney Water is to supply these services. These conditions include the requirement for Sydney Water to have a standard form of customer contract with its customers.

3.1 Operating Licence

The Operating Licence requires Sydney Water to operate its water, wastewater and stormwater systems in accordance with certain standards, targets or aggregate measures of performance. These requirements concern:

- drinking water quality
- system performance standards, including water continuity, water pressure and sewage overflows (Schedule 4 to licence)
- water conservation and demand management targets
- environmental indicators and plans
- customer and consumer rights, including the Customer Contract (Schedule 1 of licence), Customer Councils, a code of practice and procedure on debt and disconnection³ and dispute resolution procedures.

Some of these requirements (such as drinking water quality and system performance standards) directly affect the level of service Sydney Water provides to consumers. The Operating Licence applies to all Sydney Water consumers, whether they are customers or not.

The Operating Licence defines a *consumer* to mean any person who consumes or uses the services that Sydney Water provides under its Operating Licence. A *customer* is defined as any person who is taken to have entered into a Customer Contract under section 55 of the *Sydney Water Act 1994*.

3.2 Customer Contract

The Customer Contract serves as a contractual arrangement between Sydney Water and its individual customers, unless the parties specifically agree on other terms and conditions for the provision of water supply or sewerage or stormwater drainage systems (Attachment 3 to this Issues Paper provides a copy of the Customer Contract). The rights and obligations in the Customer Contract are additional to the general legal consumer rights discussed in Section 5 below.

³ Debt and disconnection refers to default on the payment of a debt owed to Sydney Water, and disconnection of the services provided by Sydney Water.

The Act⁴ provides that an owner of land that is connected to a water main or sewer main owned by Sydney Water is taken to have entered into a customer contract with Sydney Water, on the terms and conditions set out in Schedule 1 of Sydney Water's Operating Licence. The Customer Contract sets out the rights and obligations of customers and of Sydney Water in relation to the services that Sydney Water is to supply under its Operating Licence. These services are:

- a) storing and supplying water
- b) providing sewerage services
- c) providing stormwater drainage services
- d) disposing of wastewater.

The current Customer Contract is divided into two parts, reflecting the legal rights and obligations of customers and of Sydney Water. Part A of the Customer Contract sets out each customer's rights in relation to:

- supply of water, sewerage and stormwater drainage services
- consultation and information, including involvement in planning and decision making processes and the establishment of Customer Councils
- notice of interruption to supply of services, and entry on to customer's land
- maintenance and repairs to the water supply and sewerage system
- assistance, redress and compensation, including an explanation of the complaint handling and resolution process
- charges, meters and accounts, such as assistance with paying accounts, and accuracy of meter readings
- disconnection and reconnection to the water or sewer main.

Part B sets out Sydney Water's rights in relation to:

- interruption to supply of water, sewerage or stormwater drainage services, such as water restrictions in drought conditions
- refusal to supply services
- charges, meters and accounts, for example, imposition of charges and issuing accounts.

Unlike the Operating Licence, the Customer Contract only applies to Sydney Water customers, not consumers of services provided by Sydney Water. For example, a tenant who is a consumer of Sydney Water's services does not have a Customer Contract and therefore, by definition, is not a customer. However, the landlord (as the owner of the land) does have a Customer Contract with Sydney Water.

⁴ Section 55 of the *Sydney Water Act 1994*.

4 RELATIONSHIP BETWEEN THE CUSTOMER CONTRACT AND THE OPERATING LICENCE

The purpose of this section is to consider how the aggregate measures of performance contained in the Operating Licence should be translated into obligations for an individual customer in the Customer Contract. To examine the adequacy of these obligations, it is necessary to examine the requirements in the Operating Licence. These requirements can be summarised into three areas:

- system performance standards
- water quality standards
- customer interactions.

These requirements will be considered in detail below.

4.1 System performance standards

Issue 1

What relationship should there be between the Customer Contract and system performance standards in the Operating Licence?

Sydney Water's Operating Licence requires it to meet three system performance standards for drinking water continuity, drinking water pressure and sewage overflow. These standards provide a benchmark for the overall performance of Sydney Water's water and sewerage systems.

The Minister for Energy asked the Tribunal to review Sydney Water's system performance standards by 11 April 2001. The Tribunal in its report to the Minister made a number of recommendations. In light of the Tribunal's report, the Minister may change Sydney Water's system performance standards. If the Minister amends the system performance standards then these changes will need to be reflected in the Customer Contract.

Table 1 compares the current system performance standards for Sydney Water with the Customer Contract. The Customer Contract includes obligations that relate to each of these three system performance standards. Only one of these obligations includes a provision to compensate affected customers if Sydney Water fails to meet that obligation. The Customer Contract requires Sydney Water to provide a 10 per cent rebate on the service availability charge if a customer experiences discontinuity in the supply of water or sewerage services of longer than one hour without notice or longer than six hours if notice is given.

Table 1 Comparison of current system performance standards for Sydney Water with the Customer Contract

Levels of service	System performance standard	Customer Contract obligation
Drinking water continuity	Sydney Water must ensure that, on an annual basis, 95% of all properties connected to its water supply system will not have that connection affected by an interruption of water supply exceeding 6 hours.	If a customer experiences a discontinuity in the supply of water or sewerage services ⁵ that lasts more than 1 hour without notice, or 6 hours if notice was given, Sydney Water is obliged to pay a 10% rebate on the water and/or sewerage availability charge
Drinking water pressure	Sydney Water must ensure that, on an annual basis, 98% of all properties connected to its water supply system will have water pressure at the main tap in excess of 15 metres head except in designated low pressure areas. ⁶	Sydney Water must supply at a pressure that is 15 metres head at the main tap, except for areas that its Licence has designated as low pressure areas.
Sewage overflows	Sydney Water must ensure that, on an annual basis, 96% of all properties connected to its sewerage system will not have their land affected by a sewage overflow, or as a result of a malfunction in a sewer owned or operated by Sydney Water.	Sydney Water is obliged to take action to minimise any damage and inconvenience and to clean up the affected area if a sewage surcharge occurs on a customer's property due to the failure of Sydney Water's sewerage system.

The Customer Contract requires Sydney Water to take action to minimise damage and inconvenience to a customer in the event of a sewer surcharge⁷ on the customer's property due to a failure of its sewerage system.⁸ It may be appropriate to provide additional compensation or redress to a customer who experiences such problems more than a certain number of times a year. The size of this compensation could provide Sydney Water with an incentive to give priority to improving the sewerage system in the most affected areas.

⁵ Sections 6.3 and 9.1 of the Customer Contract specify that the rebate is payable in cases where a discontinuity in the supply of water or sewerage services is due to damage to any part of the works (for example by bursting, blockages or breakdown), or if Sydney Water reasonably believes it is necessary to inspect, maintain, repair or replace any part of the works.

⁶ The designated low pressure areas include some urban areas adjacent to reservoirs in the Blue Mountains as well as some non-urban properties in Bayview, West Camden, Llandilo, Berkshire Park, Castlereagh, North Richmond, Oakville, Riverstone, Schofields and the Blue Mountains. Section 7.2 of the Operating Licence requires Sydney Water to develop standards which establish the minimum level of water pressure required for certain low pressure areas.

⁷ Sewage surcharge is defined in the Customer Contract as uncontrolled spillage from the sewerage system that does not occur through a designated overflow structure.

⁸ Customer Contract clause 5.3.

4.2 Water quality standards

Issue 2

What relationship should there be between the Customer Contract and water quality standards in the Operating Licence?

The Operating Licence (clause 6) requires Sydney Water to comply with the 'health guideline values', and other 'aesthetic guideline values'⁹ of the *Australian Drinking Water Guidelines, 1996*. These water quality guidelines require Sydney Water to measure its overall performance, for example, by testing water samples.

The Customer Contract (clause 1.3) requires Sydney Water to supply water which meets the 'health related' aspects of certain guidelines regarding drinking water. In addition, the Customer Contract (clause 6.4) provides redress to customers in certain circumstances for unacceptable 'activities' of Sydney Water, including the effects of dirty water.¹⁰ The Customer Contract does not refer specifically to aesthetic qualities of water. However, these qualities, for example the colour or taste of water, are often important to customers when drinking and using water.

If Sydney Water supplies water of poor quality to its customers, then the consequences could include harm to customers' health or property or inconvenience (such as having to boil drinking water). In 1998 the Tribunal was asked to determine an appropriate rebate to customers of Sydney Water who were advised to boil water because of contamination of the treated water supply. The Tribunal determined a rebate of \$15 per customer. The total cost of this rebate to Sydney Water was \$19.2 million.¹¹

⁹ Health guideline values are defined as the concentration or measure of a physical characteristic of water quality that, based on present knowledge, does not result in any significant risk to the health of a person over a lifetime of consumption. Aesthetic guideline values are defined as the concentration or measure of a physical characteristic of water quality that is associated with good water quality. Physical characteristics of drinking water include: dissolved oxygen, hardness, pH, taste, odour, total dissolved solids, true colour, and turbidity.

¹⁰ Dirty water refers to water that is discoloured through the presence of impurities.

¹¹ Advice from Sydney Water Corporation, 12 March 2001.

4.3 Customer interactions

Issue 3

How can the requirements for customer interaction set out in the Operating Licence be reflected in the Customer Contract?

The Operating Licence includes requirements that Sydney Water establish and maintain certain policies and procedures relating to interactions with customers. These include:

- a code of practice and procedure for debt and disconnection,¹² providing for deferred payment or payment by instalment options for consumption bills (clause 5.3)
- internal complaints handling procedures for receiving, responding to and resolving complaints by customers and consumers against Sydney Water (clause 12.1)
- a dispute resolution scheme (clause 12.2).

The Operating Licence also requires that information regarding the internal complaints handling procedures and the dispute resolution scheme must be disseminated to consumers at least once a year. The Tribunal is interested in the views of stakeholders on whether the requirements in the Operating Licence are sufficient (for example, part 5 which deals with customer and consumer rights) or whether additional items need to be included in the Customer Contract.

Sydney Water has developed a code of practice and procedure for debt and disconnection as required under clause 5.3 of the Operating Licence. However, the Customer Contract has not yet been amended to include the relevant provisions. Some options for incorporating these provisions in the Customer Contract include:

- a) providing a reference to the code of practice and procedure
- b) outlining the principles of the code of practice and procedure
- c) reproducing in full the code of practice and procedure.

Under options (a) and (b) the code of practice and procedure for debt and disconnection could be updated or changed without having to amend the Customer Contract. The Tribunal invites comments on the most appropriate mechanism for incorporating Operating Licence requirements into the Customer Contract.

¹² Debt and disconnection refers to default on the payment of a debt owed to Sydney Water, and disconnection of the services provided by Sydney Water.

5 SYDNEY WATER'S OBLIGATIONS

In considering whether Sydney Water's obligations under the Customer Contract should be expanded, it is useful to determine whether this would duplicate existing legal rights. Consumers have a number of legal rights with respect to the provision of goods or services. These rights are set out in statute law, and are also provided for by common law.

The *Trade Practices Act 1974* (Commonwealth) and the *Fair Trading Act 1987* (NSW) prohibit businesses from engaging in conduct that is misleading or deceptive, or likely to mislead or deceive. These provisions apply to any commercial activities, including advertising and selling, which are likely to be misleading or deceptive.

These Acts, as well as the *Sale of Goods Act 1923* (NSW), provide that certain transactions¹³ must automatically be given warranty protection by the law, whether or not suppliers give their own warranties or guarantees. Automatic warranties for the supply of services include that the services be fit for the purpose for which they are supplied and that they be of a nature and quality that they might reasonably be expected to achieve the expected result (merchantable quality). A consumer may take legal action if these warranty provisions are not complied with.

Consumers may also bring an action under the Trade Practices Act or at common law, for compensation if they have been injured or their property has been damaged by a defective product. An example of legal proceedings with respect to the supply of water is the representative action in 1998 on behalf of persons who allegedly suffered loss, injury or damage as a result of the contamination of tap water supplied by Sydney Water.¹⁴

Apart from such legal remedies, consumers in New South Wales also have access to the services of the Energy and Water Ombudsman (EWON). EWON can investigate complaints about Sydney Water on behalf of customers who are not satisfied with Sydney Water's response to their complaint, and can attempt to negotiate a settlement between the customer and Sydney Water. EWON can review issues relating to billing and accounts, customer service, credit and payment administration, disconnection or restriction of service, and any other matters requiring dispute resolution. If necessary, the Ombudsman may make a determination to resolve a problem. In such cases, Sydney Water has agreed to accept the Ombudsman's decisions.

¹³ The *Fair Trading Act* excludes goods that are consumed by a process of manufacture or production from the definition of 'consumer' transactions. The Trade Practices Act provides that a consumer transaction involves goods priced at less than \$40,000, or where the goods cost more, goods of a kind ordinarily acquired for personal, domestic or household use or consumption. The Sale of Goods Act deals with contracts for the sale of goods.

¹⁴ As a result of this legal proceeding, businesses that had suffered financial loss as a result of the 'Boil Water' Alerts in 1998 were compensated for lost profits. However, the representative proceeding on behalf of those consumers who allegedly suffered illness due to consumption of the water was disbanded since there was insufficient scientific evidence to provide a causal link between the gastrointestinal illnesses suffered and the contamination of Sydney Water's treated water supply.

Issue 4

Are Sydney Water's obligations in the Customer Contract adequate? In particular, the Tribunal seeks comments on the requirements for customer rebates and compensation, and the making and keeping of appointments.

In assessing whether the obligations in the Customer Contract are adequate, the Tribunal has reviewed obligations placed on water service providers in other jurisdictions. A summary of the additional customer service obligations required of water companies in Melbourne and the United Kingdom is on the following page (Table 2).

The current Customer Contract for Sydney Water includes most of the obligation categories specified in the Office of Water Services (OFWAT) Guaranteed Service Standards (see Attachment 2). The main exceptions are automatic payments to a customer where there is a failure to meet a Guaranteed Service Standard, and obligations regarding the making and keeping of appointments. These issues are discussed in more detail below.

5.1 Rebates and compensation

The Public Interest Advocacy Centre argues that Sydney Water might decide to compensate individual customers on a continuing basis as an alternative to investment in new systems.¹⁵ To be an effective economic instrument and to ensure customer service, rebates may need to be much larger than currently provided for in the Customer Contract. Otherwise, it may be more cost effective for Sydney Water to pay a rebate to customers rather than maintain its systems. An important consideration is whether a customer would prefer a rebate if the performance of the system is unsatisfactory, or alternatively, a customer may prefer not to receive a rebate but have the problem with the system rectified.

In the United Kingdom, the OFWAT Guaranteed Standards Scheme¹⁶ requires a company which fails to meet any of the guaranteed standards to compensate customers. This compensation normally amounts to £20 for domestic customers and £50 for business customers each time the company fails to meet the standards. There are two exceptions: a payment of £25 (approx A\$62.50) for low pressure problems, and a rebate of up to £1000 (approx A\$2,500) for a sewage overflow incident.

In providing a rebate, there is an important distinction between customers and consumers. If a consumer receives unsatisfactory service, they will not receive a rebate if they do not have a Customer Contract with Sydney Water. Only customers of Sydney Water can receive a rebate. In 1998 when the community was asked to boil its water, a rebate was paid to the landlord (the Sydney Water customer) rather than the tenant, even though the tenant experienced the inconvenience of having to boil the water.

¹⁵ Public Interest Advocacy Centre, submission to the IPART review of Sydney Water system performance standards, 12 February, 2001, p 4.

¹⁶ OFWAT, *The Guaranteed Standards Scheme, Information Note No. 4*, September 2000.

Table 2 Customer Service Obligations for other Water Utilities

Service	Obligation	Jurisdiction
Water quality	<ul style="list-style-type: none"> To ensure that water is clear and free from objectionable taste and odour To implement water quality improvement programs in certain areas and to conduct water quality monitoring program To carry out free water testing and providing test results to the customer where the customer notifies a potential water quality problem to the company To compensate customers for damage done by discoloured water, and expenses incurred in running off discoloured water To respond to water quality complaints in a specified time 	Melb, SA Melb WW, North, and DC WW, North and SW SA
Flow rate	<ul style="list-style-type: none"> To ensure that a customer's flow rate is at least equal to a minimum rate 	Melb, SA
Customers with special needs	<ul style="list-style-type: none"> If a customer has health or special needs, for example, to minimise inconvenience where water supply is interrupted, and not to restrict supply for non-payment 	Melb
Sewerage system	<ul style="list-style-type: none"> To take reasonable care to operate the sewerage system so that odours are not prevalent To field test sewer spill contingency plans To clear sewer blockages in the service provider's pipes 	Melb, SA Melb Melb, SA
Restoration of property	<ul style="list-style-type: none"> To restore a street or property after work has been conducted, and ensure that these areas are fenced and lit so that they do not constitute a hazard To compensate customer if their property is not left in the same condition as it was when company's staff arrived 	Melb, SA 3V
Access to property	<ul style="list-style-type: none"> To compensate customers who have difficulty accessing their home, if for example, the company is conducting work in the street 	3V, SW
Repair	<ul style="list-style-type: none"> To provide free non-emergency repair of private water services pipes, including repair of leaky pipes To replace lead service pipes free of charge To replace old or damaged meters free of charge 	ST, WW and York WW and SW SA
Leaks	<ul style="list-style-type: none"> To adjust a bill with a high meter reading due to a leak in the customer's pipework 	North
Meter reading	<ul style="list-style-type: none"> To provide a meter reading on the day a customer moves house 	WW and North
Usage audits	<ul style="list-style-type: none"> To carry out a free water usage audit of household premises on request. To provide advice on efficient water usage 	WW
Compensation for water restrictions	<ul style="list-style-type: none"> To compensate customers for restrictions on water use due to drought To compensate customers for notices to boil or refrain from drinking water 	SS, Bourn & W Hamp, WW, SW, and DC SS, WW, North and SW
Court action	<ul style="list-style-type: none"> To compensate customers if the company wrongly issues a summons to a customer for non-payment of charges 	York and SW
Direct debiting	<ul style="list-style-type: none"> To provide a refund or compensation if the company makes a direct debiting error on a customer's account 	York and SW
Penalty payments	<ul style="list-style-type: none"> To pay customers if a due payment has not been made to a customer within a specified time 	3V and DC

Note: In this table the following abbreviations have been used:

Melb = Melbourne water utilities (City West Water, South East Water and Yarra Valley Water), SA = S A Water contract conditions for United Water, WW = Wessex Water (UK), North = Northumbrian Water (UK), DC = Dwr Cymru Welsh Water (UK), SW = South West Water (UK), 3V = 3 Valleys Water (UK), ST = Severn-Trent Water (UK), York = Yorkshire Water (UK), SS = South Staffordshire Water (UK), Bourn & W Hamp = Bournemouth & West Hampshire Water (UK).

Melbourne water utilities are regulated by the Office of the Regulator General, UK water utilities are regulated by OFWAT.

The Tribunal seeks comments on whether customers should receive a rebate of charges if Sydney Water fails to meet Operating Licence conditions and whether such payment should be automatic.¹⁷ For example, if Sydney Water cannot supply water at the performance standard pressure of 15 metres head to customers in a particular area, should the affected customers receive a rebate on the water availability charge? Automatic provision of rebates may provide an economic incentive for Sydney Water to improve the level of service provided to customers.

5.2 Appointments

Sydney Water makes appointments with its customers for a variety of reasons, such as checking or replacing a water meter, and inspection of new or existing works. Appointments represent an important and regular aspect of Sydney Water's dealings with customers. The current Customer Contract contains no provisions concerning the making and keeping of appointments.

Appointments can be a source of frustration and disruption for customers. In recognition of this, the Tribunal seeks comment on whether Sydney Water should:

- guarantee that appointments be met
- guarantee that appointments will be met within a two hour timeslot
- be required to give notice of cancellation of appointments and what notice should be given
- make penalty payments if appointments are not met.

5.3 Commercial and Industrial customers

The present Customer Contract makes no distinction between residential, business and commercial customers, except in the notice to be given of intended interruptions. The Tribunal invites submissions that identify areas where the needs and expectations of commercial and industrial customers are different to those of residential customers. For example, temporary or permanent water pressure reductions may impact more heavily on some business and commercial customers than they would on residential customers.

¹⁷ Although not required under the terms of the Customer Contract, Sydney Water advises that its current policy is to provide rebates for discontinuity, sewer overflows, low water pressure and dirty water.

6 CUSTOMER PREFERENCES

Issue 5

Does the current Customer Contract reflect the needs and preferences of Sydney Water's customers? In particular, how could the Customer Contract be modified, how often should it be reviewed, and who should be involved in such a review?

Under the Act, Sydney Water must meet three equally important objectives in providing its water, sewerage and stormwater services. These objectives are to be a successful business, to protect the environment and to protect public health. An important aspect of conducting a successful business is to satisfy the needs and preferences of customers.

Sydney Water accepts that customer preferences for its services are likely to change over time.¹⁸ The Operating Licence (clause 5.1.5) provides for the current review of the Customer Contract. This is the first review of the contract since it was established in 1995.

The Tribunal is interested in views about how frequently the Customer Contract should be subject to review to reflect changing customer preferences, the most appropriate process for such a review, and whether Customer Councils should be involved.

Potential sources of data on Sydney Water's customer preferences including complaints, information from the Energy and Water Ombudsman New South Wales (EWON), customer surveys, and feedback and advice from Customer Councils.¹⁹ The Tribunal is interested in how this customer preference information or any similar data could be incorporated into the Customer Contract.

¹⁸ Transcript of the IPART workshop on the Review of Sydney Water's system performance standards, 23 February 2001, p 35.

¹⁹ Clause 5.4 of the Operating Licence requires Sydney Water to consult with Customer Councils regarding Sydney Water's performance under the Operating Licence. It also states that a Customer Council *may* be used by Sydney Water to provide it with high quality advice on the interests of Customers and Consumers of Sydney Water and on the Customer Contract.

7 CUSTOMER OBLIGATIONS

Issue 6

Are customers' obligations under the Customer Contract adequate? If not, how should they be amended?

Section 55 of the Act imposes a contract between Sydney Water and customers.²⁰ Much of the current Customer Contract is devoted to Sydney Water's contractual obligations to its customers. However, any contractual obligations of customers also need to be addressed.

In addition to obligations to pay fees and charges that have been levied in a fair and reasonable manner, customers should ensure that their actions do not jeopardise the integrity of Sydney Water's assets.

Under the Customer Contract Sydney Water is not responsible for illegal services and water services installed by a customer contrary to its requirements. Further, it specifies action Sydney Water may take to ensure remediation of 'defective work' which it considers impairs the operation of the system. Sydney Water may charge a customer for the repair or replacement of a meter because of a customer's wilful damage or negligence.

Illegal connections by customers to Sydney Water's systems represent a more serious issue. This is because illegal connection may compromise Sydney Water's ability to meet performance standards and environmental requirements. For example, during wet weather illegal connection of household stormwater into the sewerage system increases the load on sewer mains, pumping stations and treatment plants. These increased loads may result in sewer overflows.

The Tribunal invites comments on what obligations customers should have to Sydney Water and how such obligations should be included in the Customer Contract.

²⁰ Section 55 of the Act states

- 1 An owner of land that is connected to a water main or sewer main owned by the Corporation is taken to have entered into a customer contract with the Corporation, on the terms and conditions set out in the relevant operating licence or licences as varied from time to time in accordance with section 59, for the provision of water supply or sewerage services, or either of them, to the land.
- 2 In addition, a customer contract may also include terms and conditions relating to the imposition and payment of charges imposed under section 64 or 65. If a customer contract makes provision for such matters, a person by whom one or more of the charges are payable is taken to have entered into a contract with the Corporation on those terms and conditions.
- 3 A customer contract, or a contract entered into in accordance with subsection 2, is not unjust, unconscionable, harsh or oppressive for the purposes of any law.

8 SIMPLIFYING AND STREAMLINING THE CUSTOMER CONTRACT

Issue 7

Are there any areas in which the Customer Contract could be simplified or streamlined?

It may be possible to streamline or simplify the Customer Contract. The Government recently required that the Customer Contract for the electricity industry be published in a more user-friendly form.

The Tribunal invites comments on how the Customer Contract could address the issue of rebates and compensation in a way that makes it easy for customers to understand their obligations and entitlements.

The Tribunal invites comment as to what modifications, if any, should be made to the Customer Contract to ensure that it is written in plain English and can be readily understood by Sydney Water's customers. It is also interested in whether the Customer Contract should be available in other languages.

ATTACHMENT 1 TERMS OF REFERENCE

Review of Sydney Water's performance standards and Customer Contract

1. The Tribunal is requested, pursuant to section 9(1)(b) of the *IPART Act 1992*, to report to the Minister for Energy on the recommended terms of the system performance standards by 11 April 2001 and on recommended terms of the Customer Contract by 25 October 2001 as scheduled under clauses 7.3 and 5.1 of Sydney Water's Operating Licence.
2. The Tribunal must take into consideration the requirements of Sydney Water's Operating Licence in reviewing the system performance standards and Customer Contract.
3. In recommending amended terms for the performance standards, the Tribunal must consider whether:
 - Sydney Water's customers' preferences are adequately reflected by current system performance standards;
 - the current standards should be increased or decreased based on Sydney Water's current performance levels, customer preferences and financial implications;
 - alternative measures of system performance are more appropriate;
 - alternative or supplementary means exist to ensure that Sydney Water delivers acceptable system performance for its customers;
 - performance standards of other relevant water and wastewater service providers should be applied to Sydney Water.
4. The Tribunal's report must outline the costs and benefits of its recommendations for amending the system performance standards.
5. In developing its recommendations for amended performance standards, the Tribunal must consult with Sydney Water and other key stakeholders.
6. The Tribunal must, when recommending the terms of the Customer Contract, consider:
 - whether Sydney Water's customers' preferences are adequately reflected by the Customer Contract;
 - whether additional items need to be included in the Customer Contract;
 - the options for simplifying and streamlining the Customer Contract without compromising the requirements of Sydney Water's Operating Licence;
 - the adequacy of Sydney Water's and customers' obligations under the Customer Contract.
7. The Tribunal must consult with Sydney Water and key stakeholders for the review of the Customer Contract.

ATTACHMENT 2 COMPARISON OF SERVICE STANDARDS REQUIRED OF OTHER WATER UTILITIES WITH THE SYDNEY WATER CUSTOMER CONTRACT

Victoria

In Victoria, the three Melbourne metropolitan water companies each hold a licence that includes a customer contract. These licences require them to observe the customer contract, review it annually in consultation with their customers, and submit any revisions to the Office of the Regulator-General in Victoria for approval.

The Victorian customer contracts include additional service provider obligations to those in the Sydney Water Customer Contract. In general, these are more extensive obligations regarding water quality, particularly aesthetic qualities (including taste, odour and colour). The customer contracts for water service providers in Melbourne also have provisions relating to customers with special health and other needs.

United Kingdom

In the United Kingdom, the Office of Water Services (OFWAT) administers the 'Guaranteed Service Standards' for water companies. This scheme entitles customers to guaranteed standards of service from water companies, and provides for compensation where these standards are not met. OFWAT monitors the scheme and recommends changes. It also publishes annual details about company procedures and payments made under the scheme.

The OFWAT Guaranteed Service Standards set the **minimum** standards for customer service. Some companies have voluntarily adopted service guarantees for their customers in addition to these minimum standards. For example, Northumbrian Water, Wessex Water and South West Water all provide financial compensation to customers if laundry or property is damaged by discoloured water although this is not required by the OFWAT scheme.

The OFWAT Guaranteed Service Standards include some water service provider obligations that are not reflected in Sydney Water's Customer Contract. The following table compares the water service provider obligations of the Customer Contract with those of the OFWAT Guaranteed Service Standards.

COMPARISON OF OFWAT GUARANTEED SERVICE STANDARDS WITH THE SYDNEY WATER CUSTOMER CONTRACT

Service	OFWAT Guaranteed Service Standard	Sydney Water Customer Contract Obligation
Making and keeping appointments	If a company makes an appointment in writing to visit a customer on a particular day it must specify whether the appointment will be before or after 1pm. Where a customer requests an appointment, the company must specify a two-hour period during which the visit will be made. It must keep the appointment, or give at least 24 hours notice of cancellation.	No specific provision
Responding to account queries Responding to complaints	If a customer writes in querying the correctness of his or her account, the company must reply within ten working days from the receipt of the letter. If a customer complains in writing about water or sewerage services, the company must reply within 10 working days from the date of receipt of the letter.	No specific responding provision is in the Customer Contract. However, with any face-to-face or telephone contact which can not dealt with immediately, customers have the right to a face-to-face or telephone response within 2 working days. If customers make contact in writing, they have the right to a written response within 5 working days if the matter cannot be responded to sooner by telephone or face-to-face contact.
Interruptions to water supply	Planned interruptions For planned water supply interruptions, the company must tell customers in writing when the supply will be restored and must keep to that time. Where the interruption will last more than four hours, the company must give customers 48 hours written notice before supply is cut off.	<i>Planned interruptions</i> Sydney Water will give the following notice of its intention to interrupt, postpone or limit the supply of services for the purpose of regular maintenance or works programs: 48 hours for domestic customers, and 7 days for commercial and industrial customers.
	<i>Unplanned interruptions</i> If there is an unplanned interruption to the supply, eg. a burst main, the company must restore the supply within 12 hours unless the burst is in a "strategic main" (a major water main, which supplies the area) in which case the company has up to 48 hours. In addition to these guaranteed standards, companies must also, as soon as possible, take all reasonable steps to inform customers: <ul style="list-style-type: none"> • Where an alternative supply may be obtained • The time it proposes to restore the supply • A telephone number where the customer can obtain more information <i>If the supply is not restored within these times, the customer is entitled to £20 plus a further £10 for each 24-hour time period the supply remains unrestored.</i>	<i>Unplanned interruptions</i> Sydney Water reserves general rights to interrupt supply, including during a drought or where works are damaged by busting, blockages or breakdowns. If discontinuity in supply is due to a problem in Sydney Water's water or sewerage system, the customer is entitled to an automatic 10% rebate on the water and/or sewerage availability charge if the discontinuity lasts more than 1 hour without notice, or 6 hours if notice is given in accordance with the contract.

COMPARISON OF OFWAT GUARANTEED SERVICE STANDARDS WITH THE SYDNEY WATER CUSTOMER CONTRACT (cont)

Service	OFWAT Guaranteed Service Standard	Sydney Water Customer Contract Obligation
Flooding from sewers	If any wastewater from the company's sewer enters a customer's property the customer is entitled to a refund of his/her sewerage charges for the year up to a maximum of £1,000 for each flooding incident.	If sewerage surcharges occur on a property due to the failure of Sydney Water's sewerage system, it will take action to minimise any damage and inconvenience and to clean up the affected area.
Low pressure	<p>Customers are entitled to a payment if the company fails to maintain minimum water pressure. This is defined as pressure falling below seven metres static head in the communication pipe.</p> <p>If a customer is affected by low pressure on two occasions, each lasting an hour or more in a period of 28 consecutive days, then the company must pay the customer (or credit to his or her account) the sum of £25.</p>	Sydney Water will supply at a pressure that is 15 metres head at the main tap, except for areas that its Licence has designated as low-pressure areas.
Payment	If the company fails to meet the standards for keeping appointments or responding to account queries and written complaints, the company must automatically pay £20 for domestic customers, £50 for business customers within 10 working days of the incident. If it does not do so and the customer claims this payment within 3 months, the company must pay an additional £10 (£25 for business customers).	There are no similar automatic payments for failure to meet a standard in the Sydney Water Customer Contract.

ATTACHMENT 3 SYDNEY WATER CUSTOMER CONTRACT

Sydney Water Corporation

Customer Contract

Sydney Water - Customer Contract

Note:

This copy was scanned from the Original Customer Contract Booklet released in 1995. The name Sydney Water Corporation Limited has been changed to Sydney Water Corporation and the name of the Act has been changed to Sydney Water Act – No other changes have been made. For example, phone numbers are no longer correct.

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About the Customer Contract

Sydney Water Corporation, trading as 'Sydney Water', aims to provide a safe, reliable supply of water, to manage sewerage and transport stormwater in an environ-mentally responsible way, in line with sound commercial practices. Customer satisfaction with our products and services is vital.

Sydney Water is committed to ensuring that you are aware of our services and standards, and that you can help us improve these services. Information from customer inquiries, complaints, surveys and the Customer Councils will help us to continually improve our services to better meet your requirements.

This Customer Contract extends the rights of Sydney Water's customers and is legally enforceable. It clearly spells out the rights and responsibilities of customers and of Sydney Water. It also introduces Sydney Water's new policies for handling your complaints and giving redress, that is, a rebate on your service availability charge, and compensation in the event that we fail to provide our services at agreed standards.

Additionally, consumer rights are further protected by Sydney Water's Operating Licence with the Government. This Licence is for an initial period of 5 years and will govern Sydney Water's overall performance to provide its services and operate its systems according to specified standards for quality and performance. Sydney Water's performance under the Licence will be reviewed annually and reported publicly by an independent body.

This Contract details, for example, your rights to the supply of water, sewerage and stormwater drainage services, consultation, information and assistance, notice of interruption to supply and more. For those customers who receive a Sydney Water stormwater drainage service in a declared stormwater drainage area, and a small number of customers who have water or sewerage services available to their land but are not connected, this Contract contains rights and obligations relevant to you. The specific clauses are:

stormwater drainage - clauses 2.4, 3, 4.2, 6 (except 6.3, 6.4), 7.1 to 7.6, 9.1,11.1 to 11.9,12,13.4 and Parts C, D, E and F

availability charges - clauses 3, 4.2, 6 (except 6.3, 6.4), 7.1 to 7.6, 8.2,11.1 to 11.8,12,13.4 and Parts C, D, E and F

Relevant provisions are highlighted where appropriate.

If you have any further questions about the Customer Contract, or other matters, please contact your local Sydney Water Office. Addresses and telephone numbers are provided at the back.

Introduction

This document sets out the terms of the contract between Sydney Water and each person who is defined to be a customer of Sydney Water. It sets out the rights of customers and those of Sydney Water. The meaning of certain words in this contract is explained in Part F.

Part A - Customer rights

1 YOUR RIGHTS TO SUPPLY OF WATER

Water services

- 1.1 Sydney Water will supply you, as a customer, with water on the terms set out in this Contract and during the currency of Sydney Water's Operating Licence ('the Licence').
- 1.2 You are entitled to a supply of water to meet your needs, subject to the terms of this Contract, the Licence and the Sydney Water Act 1994 ('the Act').
- 1.3 Water supplied to you intended for drinking will immediately meet the health-related aspects established by the National Health and Medical Research Council (NHMRC) and the Agriculture Resource Management Council of Australia and New Zealand (ARMCANZ) *Desirable Quality for Drinking Water in Australia 1980* guidelines. Sydney Water must meet the health-related aspects of the NHMRC and ARMCANZ *Guidelines for Drinking Water Quality in Australia 1987* according to a timetable agreed with the NSW Department of Health.
- 1.4 Some customers, in addition to a supply of drinking water, will be supplied with water intended for uses other than drinking. In the case of recycled water, the quality of this water will meet the guidelines published and revised from time to time by the NSW Recycled Water Committee, unless you wish and Sydney Water agrees to a different standard.
- 1.5 Sydney Water will supply water at a pressure adequate for most normal domestic and commercial uses, which is 15 metres head at the main tap. This will be the case, except in those areas designated as low pressure areas by Sydney Water's Licence. A list of low pressure areas is set out in Sydney Water's Licence. A copy of the current list has been reproduced as Attachment 1 to the Contract.
- 1.6 Where Sydney Water is not able to supply you with water you may in certain circumstances be entitled to a rebate on part of your service availability charges as detailed in clause 6.3.

2 YOUR RIGHTS TO SUPPLY OF SEWERAGE AND STORMWATER DRAINAGE SERVICES

Sewerage services

2.1 Sydney Water will supply you with a sewerage service under the terms set out in this Contract, the Licence and the Act. You have a right to use Sydney Water sewerage services for discharge of domestic sewage.

2.2 Where Sydney Water is not able to provide you with a sewerage service you may in certain circumstances be entitled to a rebate on part of your service availability charges as detailed in clause 6.3.

Trade waste water services

2.3 You may make use of Sydney Water's sewerage services for the discharge of trade waste water provided you have first entered into a trade waste water service agreement or obtained a trade waste water permission from Sydney Water. Trade waste water service agreements and permissions are issued subject to Sydney Water's ability to accept, transport and process trade waste water from your land in full compliance with applicable safety and environmental laws, the Licence and the Act. Industrial, commercial, small business, and home business customers will generally be required to enter into an agreement or obtain permission from Sydney Water to discharge trade waste water into Sydney Water's sewerage system. Further information may be obtained from any Sydney Water Office.

Stormwater drainage services

2.4 Sydney Water provides primarily a trunk stormwater drainage service for the transportation of stormwater in the systems under its control. The provision and charging for these services will only concern you if your land is within a declared stormwater drainage area. Maps are available for inspection at your local Sydney Water office to assist you in determining whether your land is within a declared stormwater drainage area. Sydney Water will notify you in writing if a new area is declared which affects your land. Where your property is within a declared Sydney Water stormwater drainage area, you will be supplied with a stormwater drainage service in accordance with the relevant terms set out in this Contract, the Licence and the Act.

3 YOUR RIGHTS TO CONSULTATION AND INFORMATION

Customer consultation

3.1 Sydney Water is committed to involving its customers in issues relating to its programs and services and is required to establish and consult with Customer Councils.

Other forums and vehicles for community input will be established to enable community input, expertise and advice to Sydney Water's service planning and decision making processes.

Information

- 3.2** Sydney Water will inform you of matters which relate to your supply of water; sewerage and its stormwater drainage services and other matters, including charging, complaints handling and dispute resolution.
- 3.3** Sydney Water will respond openly and in a timely manner to any requests for information by other parties, where the provision of such information will comply with normal commercial practices. Sydney Water is subject to the Freedom of Information Act 1989. In addition, Sydney Water is subject to investigation and audit by the NSW Ombudsman, Independent Commission Against Corruption, NSW Auditor-General and the Public Accounts Committee.
- 3.4** Customer information may include educational material, for example, about how to save water, as well as information about the direction and planning of Sydney Water's services.

Sydney Water Offices

- 3.5** Sydney Water will publish and keep up-to-date a list of local offices and emergency contact numbers in the areas covered by its Licence. A list is included for your information as Attachment 2.

4 YOUR RIGHTS TO NOTICE OF INTERRUPTION TO SUPPLY AND WITH REGARD TO ENTRY ONTO LAND

Notice of interruptions or limitation for maintenance and work

- 4.1** Except in emergencies, Sydney Water will give you the following notice of its intention to interrupt, postpone or limit the supply of services to you for the purpose of regular maintenance or works programs:
- domestic customers - 48 hours
 - commercial and industrial customers - 7 days.

Sydney Water aims to limit interruption of service for regular maintenance and works programs to 6 hours. If your supply is interrupted for a period greater than 6 hours in one continuous period under these circumstances, Sydney Water will give you a rebate as set out in clause 6.3.

Notice of entry on your land

- 4.2** The circumstances in which Sydney Water may enter your land are set out in the Act and include entry to inspect, maintain, repair or construct works on your land or parts of systems which concern your land, reading meters and finding sources of pollution of water. Except in these circumstances and others detailed in the Act, you are not required to allow the entry by Sydney Water (including an employee or contractor of Sydney Water) on to your land.

5 YOUR RIGHTS TO MAINTENANCE AND REPAIRS

Restoration and repair of water supply and sewerage services

- 5.1** Sydney Water aims to provide a continuously available supply of water and sewerage services. When planned interruptions to supply occur, Sydney Water will provide you with notice as outlined in clause 4.1, and restore supply promptly. In the case of interruptions to water supply, of greater than one hour, which have not been notified in accordance with clause 4.1 Sydney Water will give you a rebate as set out in clause 6.3.
- 5.2** Should you experience problems with your water connection from Sydney Water's main to your meter, Sydney Water's and your rights and responsibilities are set out in clause 13.

Surcharges from Sydney Water's sewers

- 5.3** Sydney Water will use its best endeavours to minimise the incidence of sewer surcharges on your property due to failure of Sydney Water's sewerage system. If surcharges occur on your property due to a Sydney Water system failure, Sydney Water will take action to minimise any damage or inconvenience and to clean up the affected area.

Emergency assistance

- 5.4** To assist you in the event of a burst water main near your property or surcharge from the sewer, Sydney Water will maintain a 24-hour emergency service. Emergency phone numbers are listed in Attachment 2.

6 YOUR RIGHTS TO CUSTOMER ASSISTANCE, REDRESS AND COMPENSATION

Customer complaint handling

- 6.1** As part of improving its customer services, Sydney Water welcomes your comments, suggestions and enquiries.

If you have a complaint, we will investigate it, report back to you, and do all we can to solve the problem or address the issue efficiently and effectively. You have a right to:

- (a) a face-to-face or telephone response within 2 working days where you have made a face-to-face or telephone contact (or application for redress) and the matter cannot be dealt with immediately due to the need to assess the circumstances of the matter; or
- (b) a written response within 5 working days where you have made a written contact (or application for redress) and the matter cannot be responded to sooner by telephone or face-to-face contact.

Customer complaint resolution process

- 6.2** Sydney Water's process for handling customer complaints is outlined below along with relevant contact numbers for your enquiries and/or complaints:

In the first instance, you should contact a 24 Hour Emergency Service Centre if there is a service difficulty or your local Sydney Water Office if you have an inquiry and/or complaint. Sydney Water staff will assess the problem and offer an appropriate solution within established policies and procedures. If you are not satisfied with the solution offered or action taken, you have a right to have the matter referred to an appropriate Manager for review.

Should you not be satisfied with this review or any solution offered, or if the matter is unable to be resolved, it will be referred to the Regional Manager for further review. The Regional Manager will ensure that the matter has been investigated appropriately and that the final decision meets business needs and Sydney Water's customer obligations.

At any stage during the process you may wish to pursue the matter through an external body, independent of Sydney Water. These bodies have documented processes and time frames for responses which Sydney Water will be obliged to meet. Examples of bodies which may be able to assist you in this regard include the Ombudsman's Office or the Consumer Claims Tribunal.

Customer redress

- 6.3** With the exception of events provided for in clauses 9.1(a) (drought), 9.1(d) (events beyond control), and 10.1 (non-compliance with Contract), if you experience a discontinuity in the supply to you of a water or sewerage service due to a problem in Sydney Water's water or sewerage system, you are entitled to an automatic 10% rebate on the water and/or sewerage service availability charge if the discontinuity lasts more than 1 hour without notice, or 6 hours if notice is given in accordance with clause 4.1. Where eligible, you are entitled to a rebate for each and every incident which you experience. The rebate will be given in your next statement of account.
- 6.4** If Sydney Water's activities can be shown to cause damage or disruption to you because of effects such as dirty water, water pressure below 15 metres head at the main tap, or other impacts of operations, Sydney Water will deal with your complaint in accordance with clause 6.2 above. Depending on the nature and severity of your grievance, Sydney Water will provide rectification, rebates or payments to compensate you for these impacts, based on an assessment of the situation

Review and audit of customer service

- 6.5** A record of all customer complaints and action taken on customer complaints will be maintained by Sydney Water.

This information will be provided to the Licence Regulator for the independent audit and mid-term review of the Licence.

Damage to your land

- 6.6** If Sydney Water enters your land and as a result your land or property is damaged, you may have a right to compensation. Your right to compensation is set out in the Act, which requires Sydney Water to do as little damage as practicable in exercising its functions, and in circumstances specified in the Act, to compensate persons who suffer damage.

7 YOUR RIGHTS IN RELATION TO CHARGES, METERS AND ACCOUNTS

Limit on charges

- 7.1** Prices for Sydney Water's water, sewerage and stormwater drainage services cannot exceed the maximum prices determined by the NSW Government Pricing Tribunal, and where the Pricing Tribunal has stipulated a method for the calculation of those charges it can only be calculated in accordance with that method.

Variation of charges

- 7.2** If Sydney Water varies the prices for water, sewerage or stormwater drainage services, the variation may begin only from the date of the next statement of account, or next meter reading period in the case of variations in water usage prices, or any other date after the variation that Sydney Water notifies. However, if the other bases for charging your land vary before the next statement (for example, you make an additional connection, acquire a larger service connection, or the nature and use of land changes) then those changes will be reflected as and when they occur.

Adjustment to charges

- 7.3** Sydney Water has the discretion to make refunds, waive or defer payments to it on matters it thinks appropriate. If there is an error made by Sydney Water in the charges to you which results in you paying too much, Sydney Water must refund any over-payment together with interest at the rate determined under clause 11.6.

Assistance with paying accounts

- 7.4** Sydney Water has a range of schemes to assist customers experiencing hardship in paying their accounts. You are entitled to information on these schemes and to be considered for such assistance. Contact your local Sydney Water Office for details of these schemes.

Publication of charges

- 7.5** Sydney Water will publish information on its charging policies and procedures. Brochures on Sydney Water's charges are available from your local Sydney Water Office.

Statement of account

- 7.6** Statements of account are issued on a regular basis. For domestic customers this will be quarterly, unless varied by agreement with Sydney Water. If you wish to know about outstanding charges at any other time, a printed statement can be issued to you by your local Sydney Water Office on request.

Water meters

- 7.7** A water meter will be supplied to you by Sydney Water free of charge unless other arrangements for the use and maintenance of the meter are agreed. You are required to pay for the meter's installation and are required to ensure that it is installed by a plumber licensed by the appropriate regulatory body.
- 7.8** If you consider that the water meter on your land is not accurately recording water consumption, you may request Sydney Water to test the accuracy of the meter.

- 7.9** You will be charged a fee to cover the cost of this testing. However, if the meter is found to be faulty and over-recording water consumption, this fee will be refunded to you. In addition, your account will be adjusted. This adjustment will usually be in accordance with the previous corresponding period or the following usage period.
- 7.10** If no water consumption was recorded on your previous meter reading period or if you have not previously received an account for your land, your account will be adjusted on the basis of the first meter reading after the meter has been repaired or replaced.
- 7.11** Where no satisfactory basis exists to adjust a usage charge, Sydney Water and the customer may enter into negotiations to settle adjustment of charges in a mutually agreeable manner.
- 7.12** A water meter will be considered to be faulty and over reading if, when tested, it registers a variation of 3% or more above the actual quantity of water passed through it.

8 YOUR RIGHTS TO DISCONNECT AND RECONNECT

Disconnection

- 8.1** You have the right to disconnect your land from the water or sewer main to which it is connected, provided that you:
- (a) first notify Sydney Water of your intention to disconnect; and
 - (b) make the disconnection using a qualified person in compliance with section 99 of the Act and the disconnection is conducted in accordance with the Act's Plumbing and Drainage Regulations.

For advice on these technical requirements, contact your local Sydney Water Office.

- 8.2** Even if you disconnect you do not automatically terminate this Contract (Please see Part E - Termination). Sydney Water is required by the Act and Licence to continue charging you a service availability charge where a water or sewer main continues to be available for connection to your land. However, you may apply to Sydney Water to be exempted from these charges if not connected to a water or sewer main. You may appeal to the Licence Regulator following any decision by Sydney Water not to exempt you from these charges.

Reconnection

- 8.3** If you have disconnected from the water or sewerage system in accordance with clause 8.1, you may reconnect to an available main provided that:
- (a) you pay any reconnection fee which may be charged by Sydney Water; and
 - (b) you comply with any conditions Sydney Water may determine to ensure the safe, reliable and financially viable supply of services.
- 8.4** If you wish to reconnect, but Sydney Water refuses, you may appeal to the Licence Regulator in respect of Sydney Water's decision.

Part B - Sydney Water's rights

9 SYDNEY WATER'S RIGHTS TO INTERRUPT SUPPLY

Interrupt, postpone or limit supply

9.1 Sydney Water may interrupt, postpone or limit the supply of its water, sewerage or stormwater drainage services to you:

- (a) in the case of water services, during a drought and on the approach of a drought; or
- (b) if any part of works are damaged, for example by bursting, blockages or breakdowns; or
- (c) if in the reasonable opinion of Sydney Water it is necessary to inspect, maintain, repair or replace any part of works; or
- (d) if an event occurs beyond Sydney Water's control, including war, sabotage, civil commotion, national emergency, fire, flood, cyclone, earthquake, landslide, explosion, power or water shortage or industrial action.

Restrictions in drought

9.2 During a drought, and on the approach of a drought, you must comply with the terms of supply determined by Sydney Water. Sydney Water must publish, in major newspapers circulating throughout the Licence area, a notice setting out its drought supply conditions. These may include:

- (a) restrictions on the use of water, including the purpose for which water may be used; and
- (b) a variation in charges consistent with the Act and Licence; and
- (c) other conditions that Sydney Water considers appropriate, including the period or likely period of restrictions or limitations on supply and usage of water.

9.3 In addition to publishing a notice in major newspapers of its drought supply conditions, Sydney Water will endeavour to give you notice in the next statement of account setting out its drought supply conditions. However, a failure by Sydney Water to comply with this requirement does not affect the validity of its drought supply conditions.

10 SYDNEY WATER'S RIGHTS TO REFUSE SUPPLY

Grounds for restriction and disconnection of supply

10.1 Sydney Water may restrict or refuse to supply or discontinue its supply of services to you if:

- (a) you do not comply with the terms and conditions of this Contract (except where the matter is under consideration by Sydney Water - ie a matter or dispute which is in the process of being resolved such as a claim of financial hardship) or your obligations under the Act. In such circumstances, Sydney Water must give you reasonable notice in writing of its intention to refuse or alter supply unless an emergency or other special situation exists; or

- (b) you do not pay Sydney Water's charges and fees for the services and these charges and fees remain unpaid (in part or in full, including any interest on them). In such circumstances Sydney Water must give you 48 hours notice in writing of its intention to refuse or alter supply.

Reinstatement of supply

- 10.2** Sydney Water must reinstate its supply of services at your request and on the payment of all outstanding charges or by the establishment of a mutually agreeable arrangement for the payment of outstanding charges, and interest together with any fee set in accordance with the Act and Licence.

11 SYDNEY WATER'S RIGHTS IN RELATION TO CHARGES, METERS AND ACCOUNTS

Setting and variation of charges

- 11.1** You are required to pay the fees and charges set by Sydney Water for the services applicable to you as determined and varied from time to time in accordance with this contract and determinations by the Pricing Tribunal and other requirements of the Licence and Act.

Statement of account

- 11.2** A statement of account will be treated as having been delivered if it is either delivered to you personally, delivered by post, or transmitted to you electronically and addressed to you at the address notified by you in writing to Sydney Water, or if you do not notify Sydney Water of an address, at:

- (a) the land to which the services are available or provided; or
- (b) your last known postal address.

- 11.3** If you require a statement of account outside the usual meter reading period (for example, to make adjustments connected with sale of your land), Sydney Water may calculate the usage charge by reading the meter on your land or by estimating consumption based on the previous meter reading period.

Obligation to pay

- 11.4** You must pay Sydney Water the charges for the services supplied to you as set out in each statement of account.
- 11.5** If you are the owner at the date a statement of account is issued for any land, you are responsible for payment of all charges specified in the statement. If you are the owner of strata title land at the date a statement of account is issued, you are responsible for paying the full availability charge for your land. Your Body Corporate will be liable for water usage charges.

Overdue amounts

- 11.6** Sydney Water may charge you a late fee or interest on overdue accounts (other than on unpaid interest). The rate of interest must not exceed the current rate applicable under section 95(1) of the Supreme Court Act 1970 to a judgment debt. Sydney Water will adopt any change to the rate within 30 days of the rate being prescribed.

The late fee is a minimum charge aimed at recovering the administrative cost of issuing late payment notices, and is regulated by the Pricing Tribunal. The late fee may be payable instead of interest where the interest charge on overdue amounts would be less than the late fee. Where interest is charged, there will be no late fee.

Dishonoured cheques

- 11.7** If you pay by cheque and the cheque is not honoured for any reason, Sydney Water may charge you the administrative fee charged to it by its banker.

Adjustment to charges

- 11.8** If there is an error made in the charges to you which results in you paying less than the correct amount, you must pay the correct charge on request.

Charge for defective work

- 11.9** As detailed in clause 13 of this Contract, you are responsible for the maintenance of your water and/or sewerage service to its point of connection with Sydney Water's system. If Sydney Water becomes aware of the presence of any defective or improper work forming part of any of your water or sewerage service which in its opinion impairs the effective operation of the Sydney Water system, it may serve a notice on you requiring you to remedy any such defect or improper work within 24 hours or such longer period as stated in the notice. Sydney Water may also serve such a notice on you if you have a stormwater drainage service connected to a Sydney Water stormwater channel.

If the terms of the notice are not complied with, Sydney Water may undertake to remedy the defective or improper work itself, and may enter your land to do this in accordance with the Act. You may be charged the cost incurred by Sydney Water in remedying this work.

Water meters

- 11.10** The supply of water to any land by Sydney Water must be measured by a water meter approved by Sydney Water, unless otherwise agreed. For example, you and Sydney Water may agree to substitute some readings with estimates based on previous or subsequent readings.
- 11.11** The quantity of water supplied by Sydney Water as registered by a meter will be taken to be the quantity of water actually supplied, unless there is evidence that a materially different quantity was supplied. For example, it will be considered that a materially different quantity has been supplied if the accuracy of a meter has been tested in accordance with clause 7.8 and it has been shown that the meter registers a variation of 3% or more above the actual quantity of water passed through it.
- 11.12** A meter supplied by or transferred to Sydney Water and forming part of a water service to you for your land, remains the property of Sydney Water irrespective of who installs the meter.
- 11.13** Sydney Water may charge you for repair or replacement of the meter on your land caused by wilful damage or negligence.

11.14 Where there is no meter or other instrument measuring supply, Sydney Water may charge an unmetered service charge as determined by the Pricing Tribunal.

11.15 If Sydney Water is prevented from reading a meter on your land because of difficulties in gaining access, Sydney Water may charge you for water usage based on its estimate of your usage and recover the cost of the attempted meter reading. If difficulties occur for two or more successive meter reading periods, Sydney Water may either:

- (a) seek suitable access or make other meter reading arrangements with you, whether by arranging for access at a special time suitable to you, which may incur an additional fee, or by relocating the meter or coming to some other mutually acceptable solution; or
- (b) if suitable access or meter reading arrangements cannot be provided on an ongoing basis, Sydney Water may treat your land as unmetered, and charge ongoing unmetered service charges as determined by the Pricing Tribunal. The continuation of this charging basis is solely at the discretion of Sydney Water and does not prejudice its rights to address access issues at any subsequent time.

12 LIMITATION OF LIABILITY OF SYDNEY WATER

12.1 Subject to clause 12.2:

- (a) any conditions or warranties imposed by any relevant legislation or any undertakings given in any other way relating to the services or goods supplied by Sydney Water to you are excluded from the Contract, and to the extent that a condition or warranty cannot be excluded, Sydney Water's liability is limited, at the option of Sydney Water, to one or more of the matters or remedies referred to in section 68A(1) of the Trade Practices Act; and
- (b) Sydney Water is not liable for any loss or damage that you suffer as a result of a breach of this Contract by Sydney Water unless the loss or damage arose from Sydney Water's negligence.

12.2 The limitation of Sydney Water's liability as set out in clause 12.1 is subject to:

- (a) your rights to compensation and redress in the circumstances set out in this Contract (for example, your right to compensation under clause 6.3 where there has been a prolonged interruption, postponement or limitation to supply); and
- (b) the rights which you may have under any legislation which cannot be excluded (for example, the Trade Practices Act).

13 CUSTOMER AND SYDNEY WATER RESPONSIBILITIES FOR WATER, SEWERAGE AND STORMWATER DRAINAGE SERVICES

Installation and connection of services

- 13.1** If the connection is made from a water or sewer main owned by Sydney Water to your land, you are responsible for its installation costs. Sydney Water may impose conditions to ensure the safe, reliable and financially viable supply of services, and in accordance with its Licence, satisfactory compliance by an owner with such conditions of connection are to be taken as forming an essential requirement of gaining Sydney Water's approval to connections to its systems. Approval or authorisation is necessary for you to have the rights of this Contract in accordance with clause 14.1.

Water services

- 13.2** You are responsible for all plumbing between your water taps and the meter. Sydney Water will maintain all pipes between the water main and the meter on your land, where the water meter is located within one metre inside your property boundary. Where your meter lies more than one metre within the boundary, Sydney Water will maintain the connection from the water main up to one metre within the boundary.

Sydney Water is not responsible for:

- Illegal services and water services installed contrary to Sydney Water's requirements
- Privately owned temporary water services (extended private services)
- Fire services
- Backflow prevention devices on non-domestic properties
- Water services connecting to privately owned water mains (eg. in some Community Title Subdivisions)
- Costs of installing new services or modifying, upsizing or relocating existing services
- Wilful or negligent damage to the service except if caused by Sydney Water.

Sewerage services

- 13.3** Sydney Water's sewerage services are provided from the point where the pipes serving your property connect to its sewer main.

You are responsible for all plumbing and fixtures on or serving the property to the point where pipes connect to the sewer main. This connection could be on public land outside your property boundary. Some sewers and access structures are located within private property, and in these instances, the sewers and access structures remain Sydney Water's property. You must ensure that Sydney Water's structures on your land are reasonably accessible, are not covered or buried and are not damaged.

Building over water, sewerage and stormwater drainage systems

- 13.4** Customers must also ensure that they contact a Sydney Water Office prior to undertaking building or construction which may interfere with Sydney Water's systems. Staff at your local Sydney Water Office can provide advice on this matter.

Part C - Commencement

14 COMMENCEMENT OF THIS CONTRACT

- 14.1** This Contract commences on 1 January 1995 if you are already connected to a Sydney Water system or on whatever date you subsequently connect to a Sydney Water system. However, in accordance with section 56 of the Act, an owner of land is not taken to have entered into a customer contract unless the connection to a water or sewer main is authorised or approved by Sydney Water, a predecessor of Sydney Water or another appropriate authority.
- 14.2** In respect of customers to whose land a main of Sydney Water is, or becomes, available for supply but is not connected, this Contract commences on 1 January 1995 or at whatever subsequent date the main becomes available for service to the customer as a result of publication of its availability in the *NSW Government Gazette*.
- 14.3** Terms in this Contract related to stormwater drainage services come into effect on 1 January 1995 for land within a declared stormwater drainage area, or on any subsequent date land may be declared to be within a stormwater drainage area

Part D - Variation

15 VARIATION IN THE TERMS OF THIS CONTRACT

- 15.1** Sydney Water may vary this Contract with the approval of the Governor by a notice setting out the variation at least 6 months (or any shorter period to which the Minister agrees) before the variation becomes effective.
- 15.2** A notice of variation must be published, prior to the variation coming into effect, in a daily newspaper circulating in the area covered by Sydney Water's Licence.
- 15.3** A copy of the notice of variation will be given to you with the next statement of account sent to you after the date of publication of the notice. However, a failure to do this does not affect the validity of the variation.
- 15.4** Requirements to give notice of alterations to terms of this Contract, as specified in clause 15.1, do not apply to variations in charges and fees, which are made and notified in accordance with other clauses in this Contract.

Part E - Termination

16 TERMINATION BY AGREEMENT

16.1 This Contract may be terminated by agreement in respect of a particular piece of land that you own if:

- (a) you give prior written notice to Sydney Water of your wish to terminate; and
- (b) your land is disconnected from all mains; and
- (c) Sydney Water exempts you from ongoing availability charges in respect of that land; and
- (d) that land is not situated in a stormwater drainage area declared in accordance with section 65 of the Act.

OTHER FORMS OF TERMINATION

16.2 This Contract will terminate immediately upon you ceasing to own your land provided that at the time of such cessation no amount remains unpaid by you to Sydney Water and no other matters remain outstanding which Sydney Water has requested you to do.

16.3 This Contract will terminate if Sydney Water's Licence terminates.

16.4 Any termination of this Contract will be without prejudice to any rights and obligations of Sydney Water or yourself that accrue prior to termination.

Part F - Meaning of words

Act means the Sydney Water Act 1994 and includes any regulations made under it.

Availability charge means, in relation to a water or sewerage service, a charge by Sydney Water for access to that service, rather than use of the service, whether the land concerned is connected to the service, or is not connected but has the service reasonably available for connection and that land is charged by Sydney Water in accordance with section 64 of the Act as a requirement of its Licence

Customer means any person who is taken to have entered into a Customer Contract in accordance with section 55 of the Act, or to have entered into a contract on terms relating to the imposition of charges under sections 64 or 65 of the Act. Persons who come within this definition of 'customer' are those who are owners of land which is:

- (a) connected to a water main or sewer main owned by Sydney Water; or

- (b) not connected but having available for connection a water main or sewer main owned by Sydney Water and liable for charges by Sydney Water in accordance with Sydney Water's Licence; or
- (c) within a declared stormwater drainage area located in Sydney Water's Licence area.

Domestic sewage	means all liquids and any substances in them, which may be produced by the use of toilets, hand basins, urinals, sinks, baths, showers, washing machines and similar items when used by persons for their personal hygiene.
Drought	means a scarcity of water notified to Sydney Water by the Minister as being a drought.
Licence	means the Operating Licence issued by the Governor of New South Wales to Sydney Water under section 12 of the Act.
Licence area	means the area of operations defined in the Licence.
Licence Regulator	means a body established under section 30 of the Act.
Meter	means a meter or other apparatus for the measurement of water, sewage or waste products, including any pipes and fittings ancillary to the meter or apparatus.
Minister	means the Minister administering the Act.
Owner	has the meaning set out in section 3(2) of the Act.
Pricing Tribunal	means the NSW Government Pricing Tribunal established under the Government Pricing Tribunal Act 1992.
Stormwater drainage	means the stormwater drainage system transferred to Sydney Water under Part 3 of the Act.
Surcharge	means an uncontrolled spillage from Sydney Water's sewerage system that does not occur through a designated overflow structure.
Sydney Water	means Sydney Water Corporation.
Trade waste water	means all liquids and any substance comprising sewage with the exception of domestic sewage.
Water services	mean services provided by the water system as defined in the Licence.
Sewerage services	means services for accepting, transporting and processing domestic sewage and trade waste water.
Works	means the water, sewerage and stormwater drainage systems owned by or under the control of Sydney Water.

Attachment 1 Low pressure areas

(Clause 1.5)

The following areas are designated as low pressure areas in accordance with Sydney Water's Licence:

- Urban areas adjacent to reservoirs in the Blue Mountains.
- Non-urban properties in Bayview, West Camden, Silverdale, Llandilo, Berkshire Park, Castlereagh, North Richmond, Oakville, Riverstone, Schofields and the Blue Mountains.

Plans showing the location of properties in the above designated areas are available for inspection at your local Sydney Water Office.

Attachment 2 - Sydney Water Offices as at 1.1.95

(Clause 3.5)

NORTHERN REGION

Local Government Areas

Hornsby	Lane Cove	North Sydney	Warringah
Hunters Hill	Manly	Pittwater	Willoughby
Ku ring-gai	Mosman	Ryde	

Customer Centres (Mon-Fri 8.30am-4.30pm)

432 Victoria Ave, CHATSWOOD 2067	Phone: (02) 952 0414
9 Howard Ave, DEE WHY 2099	Phone: (02) 950 6277
Cnr Hunter & Edgeworth David Aves, HORNSBY 2077	Phone: (02) 8479266

Emergency Contact (24 hours)

Service Centre	Phone: (02) 952 0600
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NORTH-WESTERN REGION

Local Government Areas

Auburn	Blacktown	Hawkesbury	Parramatta
Baulkham Hills	Blue Mountains	Holroyd	Penrith

Customer Centres (Mon-Fri 8.30am-4.30pm)

Shop 1, 112 Main St, BLACKTOWN 2148	Phone: (02) 830 6214
100 Church St, PARRAMATTA 2150	Phone: (02) 843 6214
570 High St, PENRITH 2750	Phone: (047) 20 5214
103 Katoomba St, KATOOMBA 2780	Phone: (047) 80 0214

Emergency Contact (24 hours)

Service Centre	Phone: (02) 839 7600
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ILLAWARRA REGION

Local Government Areas

Kiama	Shellharbour	Wollongong
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Customer Centres (Mon-Fri 8.30am-4.30pm)

Old Springhill Rd, CONISTON 2500	Phone: (042) 233 555
84 Crown St, WOLLONGONG 2500	Phone: (042) 233 555

Emergency Contact (24 hours)

Service Centre	Phone: (042) 233 233
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CENTRAL REGION

Local Government Areas

Ashfield	Drummoyne	Randwick	Waverley
Botany	Hurstville	Rockdale	Woollahra
Burwood	Kogarah	South Sydney	
Canterbury	Leichhardt	Strathfield	
Concord	Marrickville	Sydney City	

Customer Centres (Mon-Fri 8.30am-4.30pm)

564 Princes Hwy, ROCKDALE 2216 Phone: (02) 551 4414
115-123 Bathurst St, SYDNEY 2000 Phone: (02) 350 6677

Emergency Contact (24 hours)

Service Centre Phone: (02) 551 4600

SOUTH-WESTERN REGION

Local Government Areas

Bankstown	Fairfield	Wingecarribee (Part)
Camden	Liverpool	Wollondilly
Campbelltown	Sutherland	

Customer Centres (Mon-Fri 8.30am-4.30pm)

Cnr Bigge & Moore Sts, LIVERPOOL 2170 Phone: (02) 828 8444
Campbelltown City Centre Arcade,
171-177 Queen St, CAMPBELLTOWN 2560 Phone: (046) 403 244
51 Smart St, FAIRFIELD 2165 Phone: (02) 794 7214
Shop 3A, 57 The Mall, BANKSTOWN 2200 Phone: (02) 795 6214
90 Karimbla Rd, MIRANDA 2228 Phone: (02) 710 8288

Emergency Contact (24 hours)

Service Centre Phone: (02) 828 8600

HEAD OFFICE

General Enquiries

115-123 Bathurst Street, SYDNEY 2000

P0 Box A53, SYDNEY SOUTH 2000 Phone: (02) 350 6969